EMPLOYMENT AGREEMENT FOR SUPERVISOR OF GENERAL ASSISTANCE

THIS AGREEMENT, is made and entered into this 1st day of July, 2012 by and between the **COUNTY OF UNION,** a body politic and corporate (the "County") and Ashley L. Roach, (the "Employee", and together with the County, the "Parties").

In consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound, the Parties agree as follows:

1. **EMPLOYMENT**- The County hereby agrees to employ Employee, and Employee hereby agrees to serve, subject to the provisions of the Agreement, as an employee of the County in the position of Supervisor of General Assistance. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Supervisor of General Assistance including, but not limited to, the following:

(a) receive and pay out monies raised by taxes or allocated by the State of Illinois and/or the County for public aid purposes;

(b) provide public aid to persons eligible under Article VI of the Illinois Public Aid Code, 305 ILCS 5/1-1 *et seq.* (the "Code");

(c) keep such records and submit annually, and at such other times as the Union County Board of Commissioners (the "Board") may require, reports relating to the administration of public aid programs as are the responsibility of the County under the Code;

(d) submit monthly, or so often as the Illinois Department of Human Services (the "Department") shall require, to the Department such reports and information as the Department shall require;

(e) such other duties as assigned by the County.

2. **TERM**- The term of this Agreement is the period beginning on July 1, 2012, and running through June 30, 2013 (the "Term") or upon the date of termination of employment pursuant to this Section 2 of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, the employment of Employee hereunder will terminate on the first to occur of the following events:

(a) expiration of the Term; or

(b) resignation by the Employee; or

(c) sixty (60) days after notice is provided by the County to Employee regarding non-renewal of grant funding from the State of Illinois for administration of a county general assistance program; or

(d) the date on which Employee has engaged in conduct that constitutes Cause (as defined below), and the County gives notice of termination for Cause.

For purposes of this Agreement, "Cause" will mean the occurrence of any of the following events, as reasonably determined by the Board:

(i) Employee's willful and continued refusal to substantially perform her duties hereunder; or

(ii) Employee's conviction of a felony, or her guilty plea to or entry of a nolo contendere plea to a felony charge; or

(iii) Employee's breach of any material term of this Agreement or the County's written policies and procedures, as in effect from time to time; provided, however, such termination for Cause will only be effective if the conduct constituting Cause is not cured by Employee within five (5) days of receipt by Employee of written notice specifying in reasonable detail the nature of the alleged breach.

3. **SALARY and BENEFITS**- Employee shall be paid an annual salary of $30,236 payable in accordance with the County's regular payroll practices.

Employee shall be reimbursed by the County for the use of the Employee's personal vehicle in performing her duties under this Agreement. Reimbursement shall be at the approved Internal Revenue Service mileage rate effective at the time of such use of the Employee's personal vehicle.

Employee shall receive any and all insurance benefits, Social Security benefits, and I.M.R.F. or other retirement benefits as are provided to all other County employees.

4. **HOURS OF EMPLOYMENTS**- Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform her duties as described herein; provided, however, Employee shall work, or otherwise account for, a minimum of 35 hours per week.

5. **VACATION, SICK LEAVE and HOLIDAYS**- Employee shall keep an accurate record of days worked, vacation days, sick days. Employee shall make this record available to the County upon request.

Employee shall be entitled to 10 days of vacation per year during the Term. Employee shall be allowed to carryover unused vacation time for one (1) year. All unused vacation time not used during the following year shall forever be forfeited.

Employee shall receive sick leave at the rate of one (1) day per month, or twelve (12) days per year. Upon retirement or resignation, up to ninety (90) days of any accumulated sick days shall be paid to the Employee. Any remaining sick days, up to a total of two-hundred forty (240) sick days, shall be used towards I.M.R.F. service credit.

Employee shall receive the same recognized holidays as other County employees who are not covered by collective bargaining agreements with the County.

Employee shall receive four (4) days of personal business leave each year without loss of pay. Any unused personal business leave days shall not accumulate. Personal business leave days not be used in less than one-half (1/2) day increments.

6. **COUNTY BOARD MEETINGS**- Employee shall attend meetings of the Board as scheduled and requested by the Board.

7. **AUDIT OF ACCOUNTS**- All Union County Office of General Assistance funds and accounts are subject to being audited in the same manner as all other Union County funds.

8. **AMENDMENT, MODIFICATION AND WAIVER**- No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing, signed by Employee and by the Chairman of the Board. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of

any breach or default by the other party of any term or provision of this Agreement will not operate as a waiver of any other breach or default.

9. **SEVERABILITY**- In the event that any one or more of the provisions of this Agreement will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement will be held to be excessively broad as to duration, activity or subject, such provisions will be constructed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

10. **SURVIVORSHIP**- The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

11. **EACH PARTY THE DRAFTER**- This Agreement and the provisions contained in it will not be construed or interpreted for or against any party to this Agreement because that party drafted or caused that party's legal representative to draft any of its provisions.

12. **GOVERNING LAW**- This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles.

13. **HEADINGS**- All descriptive headings of sections and paragraphs in this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph.

14. **COUNTERPARTS**- This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

COUNTY OF UNION, ILLINOIS

By: _____
RANDY LAMBDIN, Chairman,
Union County Board of Commissioners

ATTEST:

_____
BOBBY TOLER, JR., County Clerk

EMPLOYEE

_____
ASHLEY L. ROACH

FILED
OCT - 1 2012
COUNTY CLERK, UNION COUNTY ILLINOIS