

EMPLOYMENT AGREEMENT FOR
COUNTY ADMINISTRATOR



This **EMPLOYMENT AGREEMENT** is made and entered into this 26th day of January 2018, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **ANGELA COKE** (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 County Administrator of the County of Union. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of County Administrator including, but not limited to, the following:
 - a. Competently and efficiently direct the operations of the County; and
 - b. maintain and enforce county policies, including personnel policy coordination of all departments; and
 - c. financial management of all aspects of the County operations including coordination of the annual County budget process; and
 - d. coordinating labor negotiations on behalf of the County Board and formulation of management policies with regards to labor relations; and
 - e. supervision of all County departments under the supervision of the Board of Commissioners including supervision and discipline of the departmental administrators; and
 - f. perform all other duties and tasks as directed by the Board of Commissioners.

2. **TERM** – The term of this Agreement shall be for a period of four (4) years beginning on December 1, 2017 and running through November 30, 2021 provided, however, this agreement shall terminate prior to November 30, 2021 upon the occurrence of any of the following:
 - (a) resignation of the Employee; or
 - (b) termination of this Agreement by agreement of the Parties; or
 - (c) the date on which the Employee has engaged in conduct that constitutes Cause (as defined in this Section), and after the County has provided the Employee with 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 County:

- (i) Employee's willful and continued refusal to substantially perform the duties hereunder; or
- (ii) Employee's conviction of a felony or guilty plea to a felony charge in connection with his/her employment; or
- (iii) Employee's breach of any material term of this Agreement or of 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 – The Employee shall be paid an annual salary as follows:

Beginning December 1, 2017	\$61,200.00
Beginning December 1, 2018	\$62,424.00
Beginning December 1, 2019	\$63,672.48
Beginning December 1, 2020	\$64,945.93

Employee shall receive all insurance benefits, Social Security benefits, IMRF, and all other benefits as are provided for full time County employees.

4. PAID TIME OFF – Paid time off shall accrue as follows:

Fifteen (15) days of paid vacation each fiscal year at an accrual rate of 10 hours per month.

Four (4) personal days each fiscal year at an accrual rate of 2.667 hours per month.

Twelve (12) sick days each fiscal year at an accrual rate of 8 hours per month.

Vacation should be scheduled with appropriate notice. A maximum of ten (10) unused vacation days can be carried over each fiscal year. All other vacation time unused at the end of the fiscal year shall be forfeited. Unused personal days expire at the end of each fiscal year. Sick and personal time have no cash value. Employee shall receive holidays as designated by the Board of Commissioners. A maximum of two-hundred forty (240) accumulated sick days may be used toward IMRF service credit upon retirement.

5. HOURS OF EMPLOYMENT – Employee shall be required to devote a sufficient number of hours per week on or off site to satisfactorily perform the duties as per the job description. Employee shall work, or otherwise account for a minimum of forty (40) hours per week, with additional hours as required.

6. COUNTY BOARD MEETINGS – Employee shall attend meetings of the Board of Commissioners of the County as scheduled and requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any requested information and reports.

7. 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 of Commissioners of the County. 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.

8. 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.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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

EMPLOYEE

By: _____

Bobby Tolson Jr.

Chairman, Board of Commissioners

Angela Coke

Angela Coke, County Administrator

ATTEST:

Terry Bartruff

Terry Bartruff, County Clerk