

EMPLOYMENT AGREEMENT FOR
SUPERVISOR OF ASSESSMENTS



This **EMPLOYMENT AGREEMENT** is made and entered into this 26TH day of April 2019, by and between the **COUNTY OF UNION, ILLINOIS**, a body politic and corporate (the "County"), and **TAMMY ROBINSON** (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 Assessments of the County of Union. This position will report to the County Board through the County Administrator. Employee will perform all services and acts reasonably necessary to fulfill the duties and responsibilities of the position of Supervisor of Assessments including, but not limited to, the following:
 - a. Evaluate, assess and appraise all real property within the County in a timely manner and as directed by the Board of Commissioners of Union County, Illinois, (the "Board");
 - b. Completely and efficiently perform such other duties as are defined and required by the laws of the State of Illinois; and
 - c. Maintain any and all qualifications, certificates and/or licenses as are necessary to fulfill her duties and shall receive any and all additional training as is required by law, throughout the term of this Agreement.

2. **TERM** – The term of this Agreement shall be for a period of four (4) years beginning on May 11th, 2019 and running through May 12th, 2023 provided, however, this agreement shall terminate prior to May 12th, 2023 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. November 30 of a year in which a Supervisor of Assessments has been elected for the County at the General Election; or
 - d. a 2/3 vote by the Board, pursuant to 35 ILCS 200/3-5, to dismiss the Employee for misfeasance, malfeasance or nonfeasance in the performance of the Employee's duties of the office of Supervisor of Assessments; provided, however, upon the occurrence of such 2/3 vote, the Board shall specify its reasons for the dismissal in writing. Within twenty-one (21) days of the dismissal, the Employee may request a hearing before the Board and the Board shall then conduct a hearing within thirty (30) days of a timely request, and may, in its discretion, reverse the dismissal by a vote of a majority of the members present; or

- e. 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 May 11, 2019	\$61,200.00
Beginning May 11, 2020	\$62,424.00
Beginning May 11, 2021	\$63,672.48
Beginning May 11, 2022	\$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.

The County shall provide the Employee with a vehicle to be used solely in performing her duties under this Agreement. In situations where a vehicle is not available, the Employee may be reimbursed for 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.

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

Twenty (20) days of paid vacation each fiscal year at an accrual rate of 11.67 hours per month.
Twelve (12) sick days each fiscal year at an accrual rate of 7 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. 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. Sick time has no cash value.

Employee shall keep an accurate record of days worked, vacation days and sick days and shall otherwise account for a minimum of 35 hours per week. Employee shall make this record available to the County upon request.

5. **HOURS OF EMPLOYMENT** – Employee shall be required to devote a sufficient number of hours per week to satisfactorily perform the duties of Supervisor of Assessments. Employee shall work, or otherwise account for a minimum of thirty five (35) hours per week, with additional hours as required.
6. **SUPERVISOR'S OFFICE EMPLOYEES**- Employees of the County that perform services for the Union County Office of the Supervisor of Assessments shall be hired by the Supervisor of Assessments subject to majority vote of the County Board.
7. **EQUIPMENT AND PERSONNEL**- The Board shall provide for the Union County Office of Supervisor of Assessments all equipment and personnel reasonably required as determined by the Board, consistent with the financial condition of the County and upon consultation with the Employee.
8. **COUNTY BOARD MEETINGS** – Employee shall attend meetings of the Board of Commissioners of the County as requested by the Board of Commissioners of the County and provide the Board of Commissioners of the County with any requested information.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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.

15. **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,

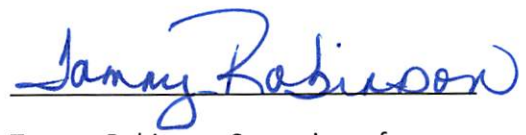
ILLINOIS

EMPLOYEE

By:



Chairman, Board of Commissioners



Tammy Robinson, Supervisor of
Assessments

ATTEST:



Lance Meisenheimer, County Clerk



THE STATE OF MISSOURI,)
COUNTY OF [unclear])
I, the undersigned, Clerk of the)
Court, do hereby certify that)
the within and foregoing is a)
true and correct copy of the)
original as the same appears)
from the records of the said)
Court.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Court, at [unclear], Missouri, this [unclear] day of [unclear], 19[unclear].

CLERK OF THE COURT

[Handwritten Signature]

CLERK OF THE COURT

[Handwritten Signature]

