## RESOLUTION No. 2017-73

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the Franklin County Board, in regular session, this <a href="#"><u>igart</u> day of <u>Dec</u>, 2017</a> does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that if the Office of the State's Attorneys Appellate Prosecutor is duly appointed to act as a Special Prosecutor in this county by a court having jurisdiction, this county will provide reasonable and necessary clerical and administrative support on an as-needed basis.

BE IT FURTHER RESOLVED that the Franklin County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2018, commencing December 1, 2017 and ending November 30, 2018, by hereby appropriating the sum of \$15,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2018.

Passed and adopted by the County Board of Franklin County, Illinois, this 1974 day of December 2017.

ATTEST:

Chairman Kanday Crocker

RESOLUTION No. 2017-74

Resolution of Appreciation For

**Cindy Hamilton** 

WHEREAS: Cindy Hamilton was willing to serve as a charter member of the newly-formed

Rend Lake Area Tourism Council to attract visitors to Franklin County, Illinois; and

WHEREAS: Cindy Hamilton has continuously shown great enthusiasm for Rend Lake as a

wonderful tourist destination; and

WHEREAS: Cindy Hamilton served as the Rend Lake Area Tourism Council President for

the 2015 and 2016 years, providing active, effective, and positive leadership for its efforts;

and

WHEREAS: Cindy Hamilton, though retiring from the council, remains supportive of the

efforts to bring increased tourism to the natural wonder that is Rend Lake;

NOW, THEREFORE BE IT RESOLVED: That the Franklin County Board Members vote and

pass this resolution stating their great respect and appreciation for all that Cindy Hamilton

has done for the benefit of Franklin County and the Rend Lake Area Tourism Council; and

BE IT FURTHER RESOLVED: To recommend that this resolution also be approved by the

members of the Rend Lake Area Tourism Council as they join the County Board in wishing

Cindy Hamilton the very best in her further retirement.

Respectfully adopted by a Roll Call Vote of the Franklin County Board members, this 19th day

of December, 2017

Randall Crocker, Chairman

Franklin County Board

# RESOLUTION NO. 2017- 75

WHEREAS, the County of Franklin has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 200 / 21-90; and

WHEREAS, pursuant to this program the County of Franklin, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attachment to this resolution; and

WHEREAS, it appears to the Franklin County Board that it would be to the best interest of the taxing districts of Franklin County to dispose of this interest in said property.

THEREFORE, the Franklin County Board recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, is hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be on the following described real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

Adopted by roll call vote on the 19th day of December, 2017.

Chairman of the Franklin County Board

Attest:

of the Franklin County Board

# INSTRUCTIONS FOR RESOLUTIONS

(Please keep this copy with packet until routing is complete)
Revised: June 2008

Agent mails to Committee for approval:

a) Original resolution with appropriate disbursement checks attached to each

b) Monthly Resolution List

c) Cover Resolution (1st time only)

FRANKLIN CO. CLERK

### 2) Committee:

a) reviews resolutions and submits to full County Board

b) Cover Resolution & Resolution List are presented to County Board Members in their monthly packet

#### 3) County Board:

- a) Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.
- b) Chairman signs each resolution
- c) County Clerk seals and attests each resolution
- d) Retains Original of each resolution and copies each executed resolutions 2 times
- e) Delivers to Treasurer the 2 copies with all checks

#### 4) County Treasurer:

- a) signs all checks
- b) retains one copy of each resolution
- c) retains Treasurer's check(s) for deposit
- d) forwards Clerk's check (if any) to clerk
- e) returns 1 copy of each resolution with Agent, Auctioneer & Recorder checks to:

(& if necessary any refund checks)

County Delinquent Tax Agent ATTN: RESOLUTIONS P. O. Box 96 Edwardsville, IL 62025

Agent Treasurer	320.92 250.00 250.00	\$820.92	
Agent	320.92 350.00 350.00	\$1,020.92	\$0.00 \$112.00 \$932.92
ounty Recorder/ Clerk Auctioneer Sec of State	0.00 56.00 56.00	\$112.00	
Auctioneer	0.00	\$0.00	Clerk Fees State Fees I to County
S	0.00	\$0.00	Clerk Fees sec of State Fees Total to County
Total Collected	641.84 656.00 656.00	\$1,953.84	Clerk Fees Recorder/Sec of State Fees Total to County
Township	DENNING BENTON DENNING	Totals	
Parce帯	71-11-024-006 08-18-266-005 11-33-385-001	70 T	
Type Account Name	RENT OIL ROYALTY SAL TOYE E STINSON SAL ARNOLD W EDSON		Committee Mambers
Туре	RENT SAL SAL		
Account	12-17-001 1217001F 12-17-002 1017028K 12-17-003 1017074K		
RES#	12-17-001 12-17-002 12-17-003		

Committee Members

# **ROUTE TO TREASURER**

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

Item#	Date Sold	<u>Purchaser</u>	Future Taxes Due Beginning
1017028K Parcel(s) Involve	10/20/2017 d: 08-18-266-005	Toye E Stinson	January 1, 2018 payable 2019
1017074K Parcel(s) Involve	10/20/2017 d: 11-33-385-001	Arnold W Edson	January 1, 2018 payable 2019
1217001F	12/04/2017	Oil Royalty	January 1, 2018 payable 2019

Parcel(s) Involved: 71-11-024-006

# RESOLUTION No. 2017-76

WHEREAS, The County of Franklin, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to provisions of the Property Tax Code of 1993 (formerly the Revenue Act of 1939), and

WHEREAS, Pursuant to this program, the County of Franklin, as Trustee for the Taxing Districts, has acquired ownership of an oil royalty interest described as follows:

PERMANENT PARCEL NUMBER: 71-11-024-006

AS DESCRIBED IN CERTIFICATE(s): 200500820 sold November 2005

and that said royalty interest has accumulated and paid over oil royalties to date in the amount of \$641.84; and

WHEREAS, it appears to the Property Trustee Committee that it would be to the best interest of the County to accept and receive such royalty payment, and that the County Collector should receive therefrom the sum of \$320.92, and that the Tax Agent should receive therefrom the sum of \$320.92.

THEREFORE, Your Property Trustee Committee recommends the adoption of the following resolution:

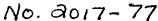
BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the County Collector of Franklin County, Illinois, be authorized to accept and receive from the oil royalties paid over to date from the oil royalty interest identified under the Permanent Parcel Number shown above the sum of \$320.92, and that the Tax Agent be authorized to accept and receive from such royalties the sum of \$320.92.

ADOPTED by roll call vote this 19TH day of DECEMBER 2017

ATTEST:

COUNTY BOARD CHAIRMAN

# RESOLUTION





WHEREAS, The County of Franklin, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Franklin, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

**BENTON TOWNSHIP** 

PERMANENT PARCEL NUMBER: 08-18-266-005

As described in certificates(s): 20140263 sold December 2014

and it appearing to the Delinquent Tax Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Toye E Stinson, has bid \$656.00 for the County's interest, such bid having been presented to the Delinquent Tax Committee at the same time it having been determined by the Delinquent Tax Committee and the Agent for the County, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$56.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$656.00.

WHEREAS, your Delinquent Tax Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Franklin County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 1974 day of December , 2017

ATTEST:

COUNTY BOARD CHAIRMAN

my Wales



No. 2017-78

WHEREAS, The County of Franklin, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Franklin, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

**DENNING TOWNSHIP** 

PERMANENT PARCEL NUMBER: 11-33-385-001

As described in certificates(s): 20140567 sold December 2014

and it appearing to the Delinquent Tax Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Arnold W Edson, has bid \$656.00 for the County's interest, such bid having been presented to the Delinquent Tax Committee at the same time it having been determined by the Delinquent Tax Committee and the Agent for the County, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$56.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$656.00.

WHEREAS, your Delinquent Tax Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF FRANKLIN COUNTY, ILLINOIS, that the Chairman of the Board of Franklin County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Franklin County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 1974 day of December, 2017

ATTEST:

COUNTY BOARD CHAIRMAN

AGREEMENT No. 2017-17

#### COLLECTIVE BARGAINING AGREEMENT

Between

THE COUNTY OF FRANKLIN

FRANKLIN COUNTY CLERK

FRANKLIN COUNTY TREASURER

FRANKLIN COUNTY SUPERVISOR OF ASSESSMENTS

FRANKLIN COUNTY ENGINEER

(CLERICAL)

And

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL UNION 773



**DURATION: DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2020** 

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## **COLLECTIVE BARGAINING AGREEMENT**

This Collective Bargaining Agreement is entered into by and between THE FRANKLIN COUNTY CLERK, TREASURER, SUPERVISOR OF ASSESSMENTS, and COUNTY ENGINEER with the FRANKLIN COUNTY BOARD (herein referred to with the abovenamed Officeholders and Department Heads as the "Employer") and by THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL AND LABORERS' LOCAL UNION 773, (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement.

# ARTICLE 1 PREAMBLE

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Union, to promote efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

In consideration of the mutual promises, covenants, and agreement contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

# ARTICLE 2 RECOGNITION

#### Section 2.1 Recognition

The Employer recognizes the Laborers' International Union of North America as the sole and exclusive collective bargaining representative for:

All full-time and part-time clerks and secretaries (those regularly scheduled to work more than 20 hours per week) of Franklin County in the offices of County Clerk, County Treasurer, Supervisor of Assessments and County Highway Department.

But Not the Following:

Temporary employees, part-time employees regularly scheduled to work 20 hours or less per week or not more than nine hundred and ten (910) hours per fiscal year, Chief Deputy Clerks of all Departments of Franklin County, plus all supervisory, managerial and confidential employees of Franklin County as defined by the IPLRA.

# Section 2.2 New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay rate for the classification.

# ARTICLE 3 EMPLOYERS' RIGHTS

#### Section 3.1

It is mutually agreed that the Employer shall have the sole right to determine the manner and extent to which the facilities and equipment it owns, operates and/or occupies shall be operated, services or employment increased or reduced including the right to plan, direct and control operations, hire, suspend, or discharge and the right to introduce new or improved methods, equipment or facilities.

It is expressly agreed that all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished by the terms of this Agreement by the Employer, are reserved to and shall continue to vest in the Employer. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to:

- Manage its facilities and equipment and direct the working forces, including the right to evaluate, hire, promote, suspend, discipline or discharge employees;
- 2. To hire and assign or to transfer employees from one position, facility or classification to another, to schedule and assign work and overtime;
- Lay off due to lack of work or funds or for other legitimate reasons;
- 4. Promote and/or transfer employees to positions and classifications not covered by this Agreement; it being understood, however, that employees may not be forced to take a position outside the bargaining unit;
- Make such operating changes as are deemed by the Employer/Officeholder/Department Head necessary for the efficient and economical operation of the facilities and equipment;
- Maintain discipline and efficiency;
- Hire, promote, demote, transfer, discharge or discipline all persons in positions not covered by this Agreement;
- 8. Determine the type of services to be rendered, the standard of services offered, the location of work, the assignment of duties within work periods and the methods, processes, and means of operation and manner of

conduct and performance of services rendered;

- To make, publish and enforce reasonable rules and regulations;
- 10. To contract out for goods and services;
- To determine its mission and policies, to set forth all standards of services offered to the public and to set the amount of budget to be adopted thereto;
- 12. To take any and all reasonable action as may be necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Governor of the State of Illinois, the Chairman of the Franklin County Board, or any Officeholder.

# Section 3.2 Statutory Obligations

Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities, limits and obligations of the Franklin County Board, the Franklin County Officeholders and Department Heads.

# ARTICLE 4 UNION CHECK-OFF AND RIGHTS

# Section 4.1 Dues Check-off

While this Agreement is in effect, the Employer will deduct from each employee's paycheck twice each month one-half (1/2) the amount of the uniform, regular monthly union dues for each employee in the bargaining unit who has filed with the Employer a voluntary, effective check off authorization in the form set forth in Appendix B of this Agreement.

A union member desiring to revoke the dues check off may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the Agreement, in each year during the life of the Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee and shall be identified to the County by the Union in order to ease the employer burden of administrating this provision.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days notice of any such change in the amount of uniform dues to be deducted.

Dues amounts so deducted shall be forwarded by the Employer within thirty (30) calendar days of the deduction to, Laborers' International Union of North America, Local Union 773,

5102 Ed Smith Way, Marion, Illinois 62959.

### Section 4.2 Union Indemnification

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

# Section 4.3 Union Access

One Union representative, and his or her successor(s) as designated by the Union, shall have access to the premises of the Employer in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Employer Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their down time if such visit does not disturb the work of any employees who may otherwise be working.

#### Section 4.4 Steward

The Business Manager shall appoint a Steward, who shall assist an employee in presenting a grievance to the employee's Department Head. The Steward shall be the recognized representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee.

The Steward shall not direct the daily assignment of other employees. This shall be performed by the Department Head or designated Supervisor.

# ARTICLE 5 UNION SECURITY

# Section 5.1 Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The Fair Share payment, as certified by the Union, shall be uniform in nature for each employee and shall be deducted by the Employer from the earnings of the non-member employees once each pay period and forwarded to, Laborers' International Local Union 773, 5102 Ed Smith Way, Marion, Illinois 62959, within 30 days of the deduction. The Union may change the fixed uniform dollar amount which will be considered the regular fees once each year during the life of this Agreement. The Union will give the Employer thirty (30) days written notice of any such change in the amount of uniform fees to be deducted. The amount constituting each non-member employee's share shall not exceed the proportionate fair share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions and in no event shall it be greater than the dues

uniformly required of Union members.

If the employee has no earnings due for any given pay period, the Employer will be relieved of any responsibility or obligation for collection. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this fees deduction provision.

# Section 5.2 Religious Exemption

Should any employee be unable to pay their contributions to the Union based upon bonafide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

# Section 5.3 Notice and Appeal

The Union agrees to provide notices and appeal procedure to Employees in accordance with applicable law.

# Section 5.4 Union Indemnification

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

# **ARTICLE 6** NON-DISCRIMINATION

#### Section 6.1 Prohibitions

Neither the Employer nor the Union shall discriminate against any employees on the basis of race, creed, color, national origin, sex, age, religion, mental or physical handicaps, marital status, Union activities or non-Union activities, political affiliations or beliefs.

# Section 6.2 Use of Feminine Pronoun

The use of the feminine pronoun in this document is understood to be for clerical convenience only, and it further is understood that the feminine pronoun includes the masculine pronoun as well.

# Section 6.3 Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with the federal and state Equal Employment and Affirmative Action Laws.

# ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1

A Grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of the expressed terms of this Agreement. It is understood by the parties that the terms of this Agreement shall supersede and replace all past practices.

#### Section 7.2

A grievance shall be processed in the following manner:

Step 1:

An employee directly affected by a decision which she believes to be a violation of the contract, shall report the same to the Union Steward in writing, and the Steward may present a written grievance to the Officeholder or Department Head directly involved in making the decision. The Officeholder or Department Head shall attempt to adjust the matter and shall respond to the Union in writing within five (5) working days after such discussion. Any resolution of the grievance reached between the Union and the Officeholder or Department Head shall not be inconsistent with any express terms of this Agreement.

Step 2:

If not adjusted in Step 1 and the Union wishes to appeal the grievance to Step 2, the Union shall do so in writing within five (5) days of the Officeholder's or Department Head's response in Step 1. The grievance shall contain facts of the complaint (date and place of the alleged wrongful action), the Articles and Section alleged to be violated and the specific relief requested. The grievance shall be signed and approved by the Union Steward or Local Union officer and forwarded to the Chairman of the County Board who shall schedule a meeting with a County Board Committee consisting of three Board Members, two Officeholders or Department Heads (one of whom will be the affected Officeholder) and a representative of the Union within ten (10) working days of receipt of the written grievance unless mutually agreed otherwise. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the Union and the Chair. If no settlement is reached the Chair shall provide the Union with a written response within five (5) working days of the meeting previously held between the parties.

In instances of grievances which involve monetary issues any proposed settlement arrived at as a result of the Step Two Grievance Meetings will be taken to the full Franklin County Board at its next regularly scheduled Board meeting after the grievance hearing. The Employer's written response shall not be due until five (5) working days from the date of the County Board Meeting

Step 3: Arbitration

If the Union's grievance is not settled in accordance with Step 2, the Union may refer the grievance to binding arbitration within ten (10) working days after the receipt of the written

answer, or a rejection of a settlement agreement by the County Board. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) working day period, the parties shall immediately jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel. Both the Employer and the Union shall have the right to strike three (3) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and the other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of her selection by a joint letter from the Employer and the Union requesting that she set a time and place, subject to the availability of the Employer and Union representatives. All arbitration hearings shall be held in Benton, Illinois (unless the parties mutually agree otherwise).

The arbitrator shall act in a judicial, not a legislative capacity, and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. She shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not submitted to her. In the event the arbitrator finds a violation of the terms of this Agreement, she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the cost of a written transcript if requested by the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript if one is desired.

Orders of the arbitration panel shall be reviewable by the Circuit Court of Franklin County, Illinois but only for reasons that the arbitration panel exceeded its jurisdiction or the order was procured by fraud, collusion or other similar or unlawful means. The pendency of such proceeding for review shall not automatically stay the order of the arbitration panel.

# Section 7.3 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted within ten (10) working days of the occurrence of the event giving rise to the alleged grievance or within ten (10) working days when the employee should have known of the occurrence of the event. If a grievance is not presented within the time limits set forth above, it shall be considered "waived".

If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employers last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next Step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union representatives involved in each Step.

# Section 7.4 Presentation and Investigation of Grievances

The investigation of grievances by the employee and Union representatives shall be conducted during non-working hours except that if the Employer schedules a meeting during the working hours of the Employee, such Employee will not lose compensation for the attendance at the meeting.

# Section 7.5 Definition of Working Days

Working days for the purposes of this grievance article shall mean 8:00 a.m. to 4:00 p.m., Monday through Friday excluding holidays declared by the County Board.

# Section 7.6 Pertinent Witnesses and Documents

The Union may request the presence of witnesses and/or the production of specific documents, books or papers reasonably available from the Employer and substantially pertinent to a grievance under consideration. Such request shall not unreasonably be denied and when complied with shall be subject to applicable laws, rules and regulations governing the release of information contained in such material. All costs of reproduction of the above documents shall be borne by the Union.

# ARTICLE 8 DISCIPLINE and DISCHARGE

### Section 8.1

The Employer shall not discipline or discharge any post-probationary employee without just cause. Oral reprimands shall not be grievable beyond Step 2 of the grievance procedure.

# Section 8.2 Manner of Discipline

If the Employer has reason to discipline an employee, it shall be initiated in light of seriousness of the offense and in a timely manner. The Employer shall conduct disciplinary proceedings in a professional manner.

# Section 8.3 Pre-Disciplinary Meeting

For discipline, other than oral and written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the employee involved and inform him of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be entitled to request Union representation. The employee and Union representative shall be

given the opportunity in the meeting to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed upon request and when warranted.

Any discipline imposed shall commence no later than fifteen days after the completion of the pre-disciplinary meeting.

## Section 8.4 Investigatory Interview

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An employee shall be entitled to the presence of a Union representative at an investigatory interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him.

# Section 8.5 Personnel Records

Disciplinary actions will be removed from the employee's personnel records, upon the request of the employee, if the employee has been discipline free for six (6) months in the case of an oral reprimand and after one (1) year in the case of a written reprimand.

# ARTICLE 9 DEFINITIONS

#### 9.1 Probationary Employees

- 1. All new employees shall serve a six (6) month probationary period starting with the date of hire.
- 2. While a employees probationary period ends after six (6) months of continuous service, no employee receives a longevity step (step down) except those who have been employed at least six (6) months before the anniversary date of this contract (i.e. employees hired between December 1<sup>st</sup> and May 31<sup>st</sup> shall receive their step increase on December 1<sup>st</sup>. Employees hired after May 31<sup>st</sup> will receive their step increase on December 1<sup>st</sup> the following year.)
- 3. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures.
- 4. A probationary employee shall have no seniority, until she has completed her probationary period. Upon the successful completion of her probationary period, she will acquire seniority from her date of hire.

9.2 Seniority

Seniority shall for the purposes of this Agreement, be defined as an employee's length of continuous full-time service or regular part-time service since their last date of hire, less any adjustments due to lay-off, suspensions of 30 days or more, or approved leaves of absence without pay or other breaks in service.

#### 9.3 Posting Vacant or New Positions

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Each office subject to this Agreement, Franklin County Clerk, Franklin County Treasurer, Franklin County Supervisor of Assessments and Franklin County Engineer (Clerical), agree to post any vacant or new full-time positions that are subject to this Agreement. Such posting shall be in the office of the County Board. Any employee subject to this Agreement may apply for any vacant or new position posted. Nothing in this Section shall give any employee a right to employment in any vacant or new full-time position. It is specifically understood that the individual Officeholder retains the sole and exclusive right to hire who he / she wants regardless of whether or not he/she is presently covered by the terms of this Agreement.

### 9.4 Regular Part-Time Employees

Regular part-time employees covered by this Agreement are those who are regularly scheduled to work less than thirty-five (35) hours but more than twenty (20) hours per week during the calendared year, but not more than nine hundred and ten (910) hours during the calendar year. Employees who are hired on a short term basis of less than six (6) months and employees who are regularly scheduled to work twenty (20) hours or less per week are temporary employees and not covered by this Agreement. The Employer may continue to utilize part-time employees to perform bargaining unit work in accordance with past practice: provided however, that no part-time employee will work more than nine hundred and ten (910) hours in any fiscal year. Part-time employees covered by this Agreement shall receive benefits under this Agreement only on a prorated basis as follows:

# A. <u>Holidays</u>

Part-time employees shall receive and be paid for the holidays established by the Agreement when the holidays fall on their regularly scheduled workday and for the time they would have been scheduled for work as set forth in ARTICLE 11 - HOLIDAYS.

#### B. Vacations

Part-time employees shall accrue and may take vacations in accordance with the provisions set forth in ARTICLE 12-VACATIONS except the accumulation rate and the maximum allowable vacation accumulation shall be determined on a pro-rata basis, taking into account the employee's regularly scheduled hours of work per week.

#### C. Sick leave and Duty Injury Leave

Part-time employees shall accrue and may use sick leave and duty injury leave in accordance with the provisions set forth in ARTICLE 13- SICK LEAVE AND DUTY INJURY LEAVE. However, the sick leave accumulation rate and the maximum allowable sick leave accumulation shall be determined on a pro-rata basis, taking into account the employee's number of regularly scheduled hours of work per week.

## D. Other Types of Leave

Part-time employees shall be eligible for and may be permitted to take the various types of leave as set forth in Article 14 -LEAVES OF ABSENCE, provided that such leaves are requested, approved and taken in accordance with the provisions set forth in the applicable leave sections. In the case of these types of leave, as well as in the case of

holidays, vacations, sick leave, and duty injury leave, the employee shall only be compensated each day for the same number of hours that they are regularly scheduled to work.

### ARTICLE 10 HOURS OF WORK

### Section 10.1 Application

This Article is intended to define the normal hours of work per pay period in effect at the time of execution of this Agreement. Subject to Section 10.4, nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting the efficiency of County Government and from establishing the work schedule of employees.

# Section 10.2 The Hours of Service

The offices shall normally provide service to the public during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. Employees will normally work a thirty-five (35) hour workweek which includes a one hour unpaid lunch period each day.

## Section 10.3 Workweek

The "workweek" is defined as the thirty-five (35) hours commencing at 12:00 a.m. Monday and running to 11:59 p.m. the following Sunday.

# Section 10.4 Changes in Normal Workweek and Workday

The workday and hours to which employees are presently assigned shall be given to each employee. Should it be necessary in the interest of efficient operation to establish schedules departing from that now assigned, the employer will give notice of such change to the individual as far in advance as is reasonably practicable.

# Section 10.5 Overtime Pay

Employees covered by this Agreement shall be paid one and one-half (1 ½) times their regular straight time hourly rate of pay for all authorized hours of work in excess of thirty-five (35) hours in a workweek. It is specifically understood by the parties that this overtime pay provision shall not apply to unauthorized work. All overtime pay is to accumulate after normal hours worked as specified in Section 10.2.

Compensatory time (comp time) may be paid in lieu of overtime payment if the employee in her discretion so elects, to a continuing cap of thirty-five (35) hours. Compensatory time will be calculated at the same rate as overtime pay.

Comp time shall be granted at such times as are mutually agreed upon between the involved employee and Employer; permission to use comp time shall not be unreasonably denied by the Employer. Comp time shall be granted in blocks of one-half (1/2) days.

Time off for any holidays or accumulated holidays, vacations, compensation days, or sick

days shall be counted as time worked for purposes of overtime computation.

#### Section 10.6

. . . . . . . . . . . .

In the event of an emergency closing of the Franklin County Courthouse and/or the Annex Building due to inclement weather or other disaster, the individual officeholder can direct individual employees to remain at home. The employee shall receive the following pay:

- 1. If the employees report to work, but work is not started, they shall receive two (2) hours for show-up pay.
- If the employees start their work assignment, but the work is terminated, they shall receive pay for the hours worked, but in no event less than four (4) hours pay.

#### Section 10.7

This article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be considered as a guarantee of hours of work per day or per week or of day of work per week.

# Section 10.8 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

# Section 10.9 Overtime Requirement

The Employer or designee shall have the right to require overtime work and will make such assignment in a fair and equitable manner.

Overtime shall be distributed as equally as practicable among those employees who normally perform the work required.

# ARTICLE 11 HOLIDAY

## Section 11.1 Holidays

An employee shall have time off without loss of pay on the following days:

New Year's Day

Labor Day Columbus Day

Martin Luther King's Birthday

Lincoln's Birthday

General Election Day Veteran's Day

Washington's Birthday

Thanksgiving Day

Good Friday Memorial Day

Friday following Thanksgiving Christmas Eve

Independence Day

Christmas Day

Whenever an employee is required to work on a holiday, that employee shall be given either paid time or comp time at time and a half (1 ½) of her straight time rate for hours actually worked in addition to the employee's regular salary.

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

#### Section 11.2 Eligibility

To be eligible for holiday pay, the employee shall work the employee's last scheduled workday before the holiday and first scheduled workday after the holiday, unless absence on either or both these workdays is approved by the Employer.

#### Section 11.3

Assignment of holiday work shall be distributed as equally as practicable among those employees who normally perform the work required.

#### Section 11.4 Holiday during Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

# ARTICLE 12 VACATIONS

#### Section 12.1 Accrual for Employees hired after December 1, 1993

Employees hired before December 1, 2014 shall be credited with unused vacation hours as of November 30, 2001 and shall thereafter earn additional hours as follows:

0 Years through end of 5 Years	2.7 hours per pay period		
6 Years through end of 10 Years	4.04 hours per pay period		
11 Years through end of 16 Years	5.4 hours per pay period		
17 Years and Over	6.8 hours per pay period		

Employees hired on or after December 1, 2014 shall earn vacation hours as follows:

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0 Years through end of 5 Years	2.7 hours per pay period	
6 Years through end of 10 Years	4.04 hours per pay period	
11 Years through end of 19 Years	5.4 hours per pay period	
20 Years and Over	6.8 hours per pay period	

# Section 12.2 Use

Vacation time may be taken in increments of not less than three and one-half (3 ½) hours,

and any time after it is earned. Employees are encouraged to use vacation within the year it is accorded and in no event shall an employee carry over into the next calendar year more than one hundred and seventy-five (175) hours vacation time. Employees hired on or after December 1, 2014 shall carry over into the next calendar year no more than thirty-five (35) hours vacation time.

# Section 12.3 Vacation Schedules

Subject to the Employer's reasonable operating needs, vacations shall be scheduled as requested by the employee. Except for the one hundred seventy-five (175) hours allowed to be carried over by employees hired before December 1, 2014 and the thirty-five (35) hours allowed to be carried over by employees hired on or after December 1, 2014, the Employer will assign time off with pay if the employee does not schedule vacation.

#### Section 12.4 Vacation Schedules

The vacation sign-up sheet, subject to the approval of the Department Head, will be approved far enough in advance to assure that the smooth performance of County function is not jeopardized.

#### Section 12.5 Payment in Lieu of Vacation

Each year of this Agreement, an employee shall have the option to receive payment, at the employee's regular rate of pay, in lieu of maximum of thirty-five (35) unused vacation hours. The Employee must request payment by the close of business on November 1<sup>st</sup> each year, and the payment shall be remitted in the last paycheck of that same month. Upon death or termination of an employee with at least six (6) months of continuous service, the effective date of termination shall be extended by the number of hours of unused vacation.

#### Section 12.6 Holidays during Vacation Period

In the event a holiday occurs during the period when an employee is on approved vacation leave, and the employee would have received the day off with pay, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation.

#### Section 12.7 Vacation Reduction

The vacation schedule set forth in Section 1 of this Article assumes that employees work their scheduled number of hours each year. No vacation days or time shall accrue during scheduled work missed by an employee due to unpaid leave, disability leave or unscheduled absence.

# ARTICLE 13 SICK LEAVE AND DUTY INJURY LEAVE

# Section 13.1 Sick Leave Accumulation Rate

Each employee of the Employer covered by this Agreement shall be entitled to accumulate sick leave as follows:

- A. Full-Time Employees: One day of sick leave for each month of service.
- B. Part-Time Employees covered by this Agreement: Proportionate hours based on percentage of time worked to thirty-five (35) hours per week.
- C. This provision on accumulation does not relate back to when the employee began service with the County. (By reason of the above and by reason of previous policies of this Board, no employee shall have accumulated more than 14 days as of January 1, 1988.)

#### Section 13.2 Sick Leave Eligibility Requirements

New employees shall start to accumulate sick leave as of their date of employment, and shall be eligible for said sick leave absences once they have completed one (1) month of service. Employees shall not accrue sick leave for any pay period during which they are on layoff or other leaves of absence without pay.

## Section 13.3 Sick Leave Utilization Requirements

from the illness or disability.

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

- A. Personal Illness or Disability:
  - Any employee who has contracted or incurred and is suffering from any non-service connected sickness or disability, which renders them unable to perform the duties of their position, shall be eligible to receive paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.
- B. Family Illness or Disability:

  Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family (spouse, child, step-children, mother, father, in-laws and/or grandparents living in the Employee's household), which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering
- C. Medical and Dental Appointments:
  Employees shall be eligible to receive paid sick leave for routine medical and dental appointments for themselves or a member of their immediate family as defined in "B" immediately above. The Employee shall request this leave as far in advance as possible.

## Section 13.4 Sick Leave Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is taken.

# Section 13.5 Duty Injury Leave

A duty incurred sickness or disability shall not be charged against the accumulated sick leave of an employee, during which the employee is on approved duty injury leave and eligible for duty injury leave benefits in accordance with applicable law, beginning with the date of injury or date of beginning illness.

#### Section 13.6 Sick Leave Notification

Employees, who are requesting paid sick leave, shall notify or cause notification to be made to their immediate Supervisor, as soon as possible but in no event less than one (1) hour before the employee is scheduled to work unless this is impossible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, they must notify or cause notification to be made to their immediate Supervisor as soon as possible.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Officeholder or Supervisor.

### Section 13.7 Sick Leave Certification and Approval

If the Employer has reasonable grounds to believe sick leave is being abused, it may at its discretion require any employee requesting paid sick leave to furnish substantiating evidence or a statement from their attending physician certifying that absence from work was required due to the reason set forth in Section 13.3 (Sick Leave Utilization Requirements) above. In any case, such certification must be presented whenever sick leave is requested for more than three (3) consecutive days if requested by the Employer.

## Section 13.8 Sick Leave Release

Any employee who is sick or disabled for 3 consecutive workdays may be required at the Employers discretion to secure and submit a physicians release certifying that they are fit to return to work. This release must be submitted to the employee's Supervisor before the employee will be permitted to return to work. The Employer may also require, at its discretion, that an employee take a medical physical. If the Employer requests a medical physical, she may give the employee leave with pay until the report from the medical physical is received.

### Section 13.9 Carry Over and Payment of Unused Sick Leave

1. No reimbursement for unused sick leave will be made for employees hired after December 1, 1993; such employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan;

- 2. For those employees hired prior to December 1, 1993, upon layoff or voluntary resignation, reimbursements will be made for the number of unused sick days accrued as of April 1, 1994 or the actual number of sick days accrued as of the date of separation, whichever number is less. Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan;
- 3. Reimbursements shall not be made for employees discharged for just cause disciplinary reasons;
- 4. Employees who voluntarily resign or retire must give a minimum of fourteen (14) days notice to the Employer of their intentions to be eligible for sick leave reimbursement.

## Section 13.10 Use of Sick Leave for Personal Reasons

Employees may use up to four (4) days of sick leave as personal days per year. The use of the days must be approved by the Officeholder and requested at least one (1) working day in advance except in those instances when the reason for the request of a personal day is of an emergency nature.

### ARTICLE 14 LEAVES OF ABSENCE

#### Section 14.1 General Leave

Employees covered by this Agreement may request in writing a leave of absence from the Officeholder or Department Head who may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) years, for such periods she sees fit, not to exceed six (6) months. Leaves of absence shall not be granted to employees if such leave would interfere with continuous provision of service or have a negative economic impact on Employer. In no case shall leaves be granted to accept remunerated employment elsewhere.

As a condition to such leave being granted, the employee will retain only the right to be appointed to the first vacancy in her own department for which she is fully qualified.

#### Section 14.2 Military Leave

Military leave shall be granted in accordance with applicable state and federal laws. Employee(s) must submit written verification to the Employer stating where, when and how long the duty assignment is. Such notices shall be given to the Employer as soon as the orders are received by the employee(s).

## Section 14.3 Substantiation of Leave of Absence

The Employer may require substantiation of any leave of absence or request for leave of absence.

#### Section 14.4 Effect of Intervening Layoff

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If, upon the expiration of a leave of absence, there is no work available for an employee and if the employee would have been laid off according to the layoff procedure except for leave of absence, and then the employee shall go directly on layoff.

## Section 14.5 Failure to Return From Leave Of Absence

An employee who fails to return to duty at the time specified on her application for leave shall be considered to have resigned from such service.

# Section 14.6 Payment of Insurance Premium

In any instance, under any article in this Agreement, where the employee continues to receive health insurance benefits but no wages, the employee is responsible for paying all costs of the group health insurance. Failure to make such payments terminates this employee from the group insurance.

### Section 14.7 Absence Due to Death in Immediate Family

- (a) In the event of the death of a spouse or child, an employee shall be permitted to be absent from her job for five (5) days per occurrence. In the event of the death of an immediate family member, an employee shall be permitted to be absent from her job for three (3) days per occurrence with prior notice to her Department Head. For such day's absence, the employee shall receive compensation at her normal rate of pay. If the employee desires to be absent for more than three (3) days or five (5) days for a spouse or child, she may utilize previously earned, unused, vacation days and receive compensation for such additional days absence at her normal rate of pay, provided that the Department Head approves such additional absence. Bereavement leave shall supersede all other approved leaves of absence.
- (b) Any absence to attend a funeral of anyone who is not a member of an employee's immediate family may be arranged with the Department Head, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Department Head.
- (c) Definition of Family: A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step and adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild and significant other.

#### Section 14.8 <u>Jury Duty</u>

An employee summoned to jury duty will be excused from her work for the required period necessary to perform this duty. The county shall pay the difference between the pay for jury duty and normal compensation.

# Section 14.9 Attendance in Court

Any employee required (subpoenaed or at Employers request) to attend Court or legislative

proceedings which arise out of duties performed as a County employee shall have the time spent compensated as hours worked. In no instance shall this section apply to suits or claims filed against the Employer by the Union or an employee unless attendance at the hearing is requested by the Employer.

### Section 14.10 Voting Time

An employee who is scheduled to work the entire time the polls are open may request a special leave, not to exceed the time it would take to vote, and such request shall not be unreasonably denied.

# ARTICLE 15 RATE OF PAY

Wage rates for the positions covered by the terms of this Agreement are set forth in Appendix A.

## ARTICLE 16 OTHER BENEFITS

#### Section 16.1

The Employer agrees to provide one hundred percent (100%) of the employees monthly contribution toward the cost of health, dental and life insurance benefits to any employee individually enrolled in the County health, life and dental insurance program. To be eligible to participate in the health, life and dental insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on the average at least thirty-five (35) hours per week.

#### Section 16.2

The County will continue to contribute to the Illinois Municipal Retirement Fund on all employees qualified by the Illinois Municipal Retirement Fund System.

### Section 16.3

The County will reimburse the employees for the use of their personal vehicle when utilizing the same for County business pursuant to the County Board Policy on travel reimbursement.

# ARTICLE 17 LAYOFF AND RECALL

## Section 17.1 Layoff and Recall

The Employer in her discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for reduction in services and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the

#### following order:

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- 1. Part-time workers within the affected department.
- 2. Probationary employees within the affected department.
- 3. In the event of further reductions in force, employees will be laid off from the affected department in reverse order of their seniority and with ability to perform the remaining work available without further training.

Employees who are laid off shall be placed on a recall list of the department for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the department to which they are recalled without further training. If an employee is recalled to a position (or a similar position at same or higher rate of pay) and refuses it, such refusal shall terminate all further recall rights.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, providing that the employee must notify the Employer of her intention to return within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notices by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation of the employee to provide the employer of her latest mailing address.

## ARTICLE 18 NO STRIKE / NO LOCKOUT

## Section 18.1 No Strike

During the term of this Agreement neither the Union nor any representative of the Union will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slow down, speed-up, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer.

## Section 18.2 Employer/Employee Rights

The Employer has the right to discipline, up to and including discharge, those employees for violating the provisions of this Article.

#### Section 18.3 No Lockout

During the term of this Agreement neither the Employer nor its agent for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

### ARTICLE 19 ENTIRE AGREEMENT

The parties acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed from the area of collective bargaining by operation of law. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing, of the parties hereto.

# ARTICLE 20 AUTHORITY OF THE CONTRACT

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action by a court of competent jurisdiction, or by any existing or subsequently enacted federal or Illinois legislation, or by other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In the event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those rendered or declared unlawful, invalid or unenforceable.

# ARTICLE 21 NOTICES

#### Section 21.1

Notices hereunder shall be deemed to have been adequately given if served by registered mail upon the persons named below at the address indicated, unless otherwise notified in writing:

NOTICE FOR THE UNION SHALL BE ADDRESSED TO:

Laborers' International Local Union 773 5102 Ed Smith Way Marion, Illinois 62959

NOTICE TO THE EMPLOYER SHALL BE ADDRESSED TO:

Randall Crocker, Chairman Franklin County Board Franklin County Courthouse P.O. Box 607 Benton, Illinois 62812

#### Section 21.2 Employee Notice to Employer

Employees shall notify their Officeholder in writing, within a reasonable period of time of any changes in address, telephone number, name or exemption claims for withholding tax.

#### Section 21.3 Union Notice to Employer

The Union agrees to furnish the Officeholders with the name of its Union Steward and to immediately notify the Employer of any changes in that position.

# ARTICLE 22 DRUG FREE WORKPLACE

In order to comply with certain State and Federal requirements of a Drug Free Workplace, the Employer has established policies and published rules which are in compliance with same acts. The employees herein will have access to the Grievance Procedure established in the Agreement for discipline imposed under such policies.

# ARTICLE 23 TERM OF AGREEMENT

This Agreement shall be effective upon signing and shall remain in full force and effect until the 30th day of November, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date.

The following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement:

- 1. If at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Service for a mediator. If at the end of thirty (30) days this process has not produced an agreement, it shall be referred to Step 2.
- 2. A joint request for arbitration shall be made to the Federal Mediation and Conciliation Service for an arbitrator with both parties each submitting their last final offer. The arbitrator shall follow the mandates of the Illinois Public Labor Relations Act, and shall render a decision within forty-five (45) days which shall become binding on the parties.

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties here	to have set their hands this $3^{FD}$ day of
<u>January</u> , 2018.	
FRANKLIN COUNTY BOARD FRANKLIN COUNTY, ILLINOIS	LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 773
CHAIRMAN Crocke	Bob Schroeder, Deputy Trustee
MEMBER T. Mehm	
MEMBER MEMBER	SOUTHERN AND CENTRAL ILLINOIS
Aly Tale	LABORERS DISTRICT COUNCIL
FRANKLIN COUNTY CLERK	//s for
FRANKLIN COUNTY TREASURER	Clint B. Taylor, Business Manager
FRANKLIN COUNTY SUPERVISOR OF ASSESSMENTS	
FRANKLIN COUNTY ENGINEER	

# LETTER OF UNDERSTANDING

WHEREAS, the signatories to the contract executed on this same date wish to clarify certain matters regarding the contract, they have agreed as follows:

In order to comply with certain state and federal requirements of a Drug Free Workplace, the Employer has established policies and published rules which are in compliance with same acts. The employees herein will have access to the grievance procedure established in this contract for discipline imposed under such policies.

IN WITNESS WHEREOF, the parties, 2018.	have set their hands this $3^{80}$ day of
FRANKLIN COUNTY BOARD FRANKLIN COUNTY, ILLINOIS	LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 773
Landel Chorker CHAIRMAN	Bob Schroeder, Deputy Trustee
Date /- 3-//	Date /- 3 -/ 8
FRANKLIN COUNTY CLERK	SOUTHERN AND CENTRAL ILLINOIS LABORERS DISTRICT COUNCIL
FRANKLIN COUNTY TREASURER	Chipp
FRANKLIN COUNTY SUPERVISOR OF ASSESSMENTS	Date
FRANKLIN COUNTY ENGINEER	

# **APPENDIX A**

Years of		1.5%	1.5%	3.0%
Service	Current Salary	12/1/2017	12/1/2018	12/1/2019
1	\$26,268	\$26,662	\$27,062	\$27,874
2	\$29,034	\$29,470	\$29,912	\$30,809
3	\$29,202	\$29,640	\$30,085	\$30,987
4	\$29,370	\$29,811	\$30,258	\$31,165
5	\$29,538	\$29,981	\$30,431	\$31,344
6	\$29,706	\$30,152	\$30,604	\$31,522
7	\$29,874	\$30,322	\$30,777	\$31,700
8	\$30,042	\$30,493	\$30,950	\$31,879
9	\$30,210	\$30,663	\$31,123	\$32,057
10	\$30,378	\$30,834	\$31,296	\$32,235
11	\$30,546	\$31,004	\$31,469	\$32,413
12	\$30,714	\$31,175	\$31,642	\$32,592
13	\$30,882	\$31,345	\$31,815	\$32,770
14	\$31,050	\$31,516	\$31,988	\$32,948
15	\$31,218	\$31,686	\$32,162	\$33,126
16	\$31,386	\$31,857	\$32,335	\$33,305
17	\$31,554	\$32,027	\$32,508	\$33,483
18	\$31,722	\$32,198	\$32,681	\$33,661
19	\$31,890	\$32,368	\$32,854	\$33,839
20	\$32,058	\$32,539	\$33,027	\$34,018
21	\$32,226	\$32,709	\$33,200	\$34,196
22	\$32,394	\$32,880	\$33,373	\$34,374
23	\$32,562	\$33,050	\$33,546	\$34,553
24	\$32,730	\$33,221	\$33,719	\$34,731
25	\$32,898	\$33,391	\$33,892	\$34,909
26	\$33,066	\$33,562	\$34,065	\$35,087
27	\$33,234	\$33,733	\$34,238	\$35,266
28	\$33,402	\$33,903	\$34,412	\$35,444
29	\$33,570	\$34,074	\$34,585	\$35,622
30	\$33,738	\$34,244	\$34,758	\$35,800
31	\$33,906	\$34,415	\$34,931	\$35,979
32	\$34,074	\$34,585	\$35,104	\$36,157
33	\$34,242	\$34,756	\$35,277	\$36,335
34	\$34,410	\$34,926	\$35,450	\$36,514
35	\$34,578	\$35,097	\$35,623	\$36,692
36	\$34,746	\$35,267	\$35,796	\$36,870
37	\$34,914	\$35,438	\$35,969	\$37,048
38	\$35,082	\$35,608	\$36,142	\$37,227
39	\$35,250	\$35,779	\$36,315	\$37,405
40	\$35,418	\$35,949	\$36,489	\$37,583
Longevity		\$1 <b>68</b>	\$168	\$168

27

# APPENDIX B DUES CHECK-OFF AUTHORIZATION FORM

LABORERS' LOCAL 773 5102 Laborers' Way MARION, IL 62959

# AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

#### Franklin County Government (Courthouse)

nternational Union of North America, such amour he initiation fees, readmission fees, membership	nts from my wages as s	n to Laborers' Local Union No. 773, Laborers' hall be required to pay an amount equivalent to ts of the Local Union as may be established for
the initiation fees, readmission fees, membership its members from time to time. My Employer, it authorized to deduct amounts from my wages and in accordance with the Collective Bargaining Agr	ncluding my present to the L	employer and any future Employer, is nereby ocal Union and/or its authorized representative,
This authorization shall become operative upon the between my Employer and the Union.	ne effective date of eac	h Collective Bargaining Agreement entered into
This authorization shall be irrevocable for a per- Agreement in existence between my Employer are authorization shall be automatically renewed and period of any subsequent agreement between my given by me to my Employer and the Local Union the expiration of each period of one (1) year, or Employer and the Union, whichever occurs so assignment, I hereby waive any right I may hauthorization shall continue in accordance with membership in the Union.	nd the Union, whicheve shall be irrevocable for Employer and the Uni- not more than twenty ( or of each applicable oner. For the effecti- nave to resign my Un	r occurs sooner; and I agree and direct that this r successive periods of one year each, or for the on, whichever is shorter, unless written notice is 20) days and not less than ten (10) days prior to Collective Bargaining Agreement between my be period of this check-off authorization and ion membership. Furthermore, this check-off
Union Dues and fees are not tax deductible as chaqualify as business expenses, however, and may imposed by the Internal Revenue Service.	aritable contributions for the deductible in limited in the deductible in the deduc	or federal income tax purposes. Local dues may ed circumstances subject to various restrictions
qualify as business expenses, however, and may	y be deductible in limite	ed circumstances subject to various restrictions
qualify as business expenses, however, and may imposed by the Internal Revenue Service.	y be deductible in limite	ed circumstances subject to various restrictions
qualify as business expenses, however, and may imposed by the Internal Revenue Service.  This assignment has been executed this	y be deductible in limite	ed circumstances subject to various restrictions
qualify as business expenses, however, and may imposed by the Internal Revenue Service.  This assignment has been executed this  Phone	y be deductible in limite	yee Signature

Hire Date

Initiation Fees

Dues

#### Non-Union Salary Increases for 2017-2019

**1.** The following employees will receive the following pay increases to their current salaries which will be retroactive from December 1, 2017 and will increase yearly on December 1.

#### Pay Increases:

2017....1.5% 2018....1.5% 2019....3.0%

Employees:	2017	2018	2019
Karen Kase Marie Taylor Teri Woolard	\$37,394 \$20.55/hr \$37,394 \$20.55/hr \$37,394 \$20.55/hr	\$37,955 \$20.85/hr \$37,955 \$20.85/hr \$37,955 \$20.85/hr	\$39,094 \$21.48/hr \$39,094 \$21.48/hr \$39,094 \$21.48/hr
Ryan Buckingham Bill Young Cindy Loyd	\$37,114 \$1,427.46/bw \$35,108 \$19.29/hr	\$37,670 \$1,448.85/bw \$35,635 \$19.58/hr \$36,079 \$1,387.65/bw	\$38,800 \$1,492.31/bw \$36,704 \$20.18/hr
2. Gayla Sink	\$31,004 \$17.04/hr	\$31,642 \$17.39/hr	\$32,770 \$18.01/hr

- 3. Salary for Cindy Humm will be \$64,453 (as per elected official salary increases) and will also be retroactive to December 1, 2017. Future pay raises have not been decided at this time.
- 4. Salary for Cathy Dial will be \$29,469. In addition, 12/15/17 she will receive a stipend of \$600. Future raises have not been decided at this time.

These raises are approved by the Franklin County Board on December 19<sup>th</sup>, 2017.

Randall Crocker, Chairman

Members: AICPA • IL CPA Society

105 EAST MAIN ST., P.O. BOX 269 DU QUOIN, ILLINOIS 62832-0269 (618) 542-4747 FAX (618) 542-6141 www.EmlingCPA.com 1191 W. SAINT LOUIS ST., P.O. BOX 226 NASHVILLE, ILLINOIS 62263-0226 (618) 327-4375 FAX (618) 327-4376

November 14, 2017

To the Chairman and Members of The County Board 100 Public Square Benton, IL 62812

We are pleased to confirm our understanding of the services we are to provide Franklin County, Illinois for the years ended November 30, 2017 through November 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Franklin County, Illinois as of and for the years ended November 30, 2017, 2018 and 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Franklin County, Illinois' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Franklin County, Illinois' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Schedules (Major Funds)
- IMRF Pension Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Franklin County, Illinois' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Combining and Individual Fund Financial Statements
- Budgetary Schedules (Non-Major Funds)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Franklin County, Illinois and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Franklin County, Illinois' financial statements. Our report will be addressed to the Board of Franklin County, Illinois. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Franklin County, Illinois is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental

attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and Government Auditing Standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Franklin County, Illinois' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### Other Services

We will also assist in preparing the financial statements and related notes of Franklin County, Illinois in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with

applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Emling & Hoffman, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to requesting agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Emling & Hoffman's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately December 15<sup>th</sup> of each year and to issue our reports no later than May 31<sup>st</sup> of each year.

Harold Emling is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. The not-to-exceed fee for the audit of Franklin County, Illinois will be as follows:

	 <u>11/30/17                                    </u>	1	<u>1/30/18</u>	_1	<u>1/30/19                                    </u>
County Audit Fees	\$ 42,000	\$	43,000	\$	44,000
Circuit Clerk Audit Fees	 4,500		4,600		4,700
	\$ 46,500	\$	47,600	\$	48,700

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and

engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent system review report. Our 2015 system review report accompanies this letter.

We appreciate the opportunity to be of service to Franklin County, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Harold D. Emling, CPA Emling & Hoffman, P.C.

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This letter correctly sets forth the understanding of Franklin County, Illinois.

Board Member:
By: Clan Luci
Title: Finance Chair Man
Date: 12/19/17
Management:
By: Lith Jones
Title: Treasurer
Date: 12/19/11





Illinois Peer Review Program Administered in Illinois by the Illinois CPA Society



Iowa Peer Review Program Administered in Illinois by the Illinois CPA Society



South Carolina Peer Review Program Administered in Illinois by the Illinois CPA Society

March 20, 2017

Harold Dean Emling Emling & Hoffman, P. C. 105 E Main St Du Quoin, IL 62832

Dear Mr. Emling:

On March 17, 2017 the Illinois Peer Review Report Acceptance Committee determined that your most recent peer review is complete.

The due date for your next review is November 30, 2018. This is the date by which all review documents should be completed and submitted to the administering entity.

Sincerely,

Paul Pierson, CPA

Paul Pierson

Director, Professional Standards and Peer Review piersonp@icpas.org 312 517-7610

cc: Jonathon David Eade

Firm No. 10097863

Review No. 381344

Letter ID: 1153719A



Jones, Nale & Mattingly PLC

#### SYSTEM REVIEW REPORT

To the Owners of Emling & Hoffman, P.C. and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Emling & Hoffman, P.C. (the firm) in effect for the year ended May 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at <a href="https://www.aicpa.org/prsummary">www.aicpa.org/prsummary</a>.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards.

We noted the following deficiencies during our review:

1. <u>Deficiency</u> – The firm's quality control policies and procedures require the use of the firm's third-party practice aids to properly document and perform audit engagements in accordance with professional standards. However, we noted certain audits subject to OMB Circular A-i33, Audits of States, Local Governments, and Non-Profit Organizations (OMB A-i33) in our review that did not utilize the practice aids to document the performance of required procedures. Consequently, the firm did not document an understanding and testing of internal control over compliance, materiality for major programs, and conclusions as to whether a federal program was considered low-risk. The firm's subsequent audits for these engagements are imminent and practice aids will be utilized to document the performance of these required procedures.

Recommendation — We recommend the firm utilize its third-party practice aids to document procedures performed in the areas of understanding and testing of internal control over compliance, materiality for major programs, and conclusions reached regarding its risk assessment of federal programs.

 Deficiency – The firm's quality control policies and procedures require the firm to perform sufficiently comprehensive monitoring and inspection procedures. The firm performed monitoring and inspection procedures; however, the procedures were not adequate to evaluate compliance with professional standards. If adequate monitoring and inspection procedures had been performed, then some of the departures from professional standards noted in the first deficiency might have been identified and corrected.

<u>Recommendation</u> – We recommend the firm be more diligent in monitoring compliance with its system of quality control.

In our opinion, except for the deficiencies previously described, the system of quality control for the accounting and auditing practice of Emling & Hoffman, P.C. in effect for the year ended May 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Emling & Hoffman, P.C. has received a peer review rating of pass with deficiencies.

Jones. Male i Mattingly Pic

Louisville, Kentucky November 4, 2015



# AGREEMENT No. 2017-18

#### AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT DATA -

DATE OF AGREEMENT:

12/19/17

JOB NO.: 6806

PROJECT NAME:

Franklin County - Deering Road Culvert

START DATE:

1/2/18

ESTIMATED COMPLETION DATE: 3/30/18

LOCATION:

West Frankfort, IL

CLIENT:

Franklin County Highway Department

CLIENT CONTACT:

Michael Rolla, P.E.

**BILLING ADDRESS:** 

13034 Odd Fellow Lane, Benton, IL 62812

CLIENT PHONE #:

(618)439-0331

SCOPE OF SERVICES-

See the attached spreadsheet indicating the complete scope of work. Chastain will perform all services, by utilizing staff and/or subconsultants, to prepare construction plans and specifications to replace a culvert on Deering Road.

**FEE BASIS -**

HOURLY - SCHEDULE OF RATES IN EFFECT DURING THE PROJECT (CURRENT RATES ARE ON PAGE 3 ATTACHED AND MADE A PART OF THIS AGREEMENT) ESTIMATED AMOUNT: \$44,060

WE WILL BILL ON A MONTHLY BASIS BY THE 10TH OF THE FOLLOWING MONTH. TERMS ARE NET

DUE UPON PRESENTATION OF INVOICE.

**CONDITIONS -**

THE CONDITIONS UNDER WHICH THE ABOVE STATED SERVICES ARE BEING PROVIDED ARE SET OUT ON THE REVERSED SIDE OF THIS PAGE AND ARE INCORPORATED HEREIN BY REFERENCE. THE ABOVE INFORMATION IS A SUMMARY OF OUR AGREEMENT FOR PERFORMANCE OF THE WORK DESCRIBED. PLEASE INDICATE YOUR APPROVAL AND ACCEPTANCE OF THIS CONTRACT BY HAVING AN AUTHORIZED PERSON SIGN BELOW.

**ACCEPTANCE -**

THE UNDERSIGNED HEREBY STATES THAT HE/SHE IS THE OWNER OR DULY AUTHORIZED AGENT OF THE OWNER, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS AS STATED FOR THIS PROJECT AND DIRECTS THE CONSULTANT TO PROCEED WITH THE WORK AS SHOWN ABOVE AS "SCOPE OF SERVICES" AND WILL COMPENSATE THE CONSULTANT IN ACCORDANCE WITH THE PAYMENT TERMS AS SHOWN ABOVE.

DATE

OWNER Franklin County Highway Department

**CHASTAIN & ASSOCIATES LLC** 

DATE

Mailing Address: 114 East Main Street, Benton, IL 62812

#### CHASTAIN & ASSOCIATES LLC Consulting Engineers

# AGREEMENT FOR PROFESSIONAL SERVICES TERMS AND CONDITIONS (MODIFIED)

These Terms and Conditions are a part of the Agreement between the Client and Chastain & Associates LLC, (Consultant). Any provision or part thereof of this agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

#### **AMENDMENTS**

This agreement may be amended only in writing by both the Client and Consultant.

#### FEE BASIS (COMPENSATION FOR PROFESSIONAL SERVICES)

The basis for compensation will be either 1) Lump-Sum Amount as noted on the face of this agreement or 2) payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Schedule of Hourly Rates in effect plus reimbursable expenses. (See attached Schedule of Hourly Rates)

"Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including but not limited to the following: Transportation and subsistence, toll telephone calls, telegrams, reproduction or printing, computer time and outside consultants.

#### TIME OF PAYMENT

The Consultant may submit monthly statements for services and expenses based upon the proportion of the actual work completed at the time of billing. Unless provided for otherwise, payments for professional services will be due and payable upon the issuance of the Consultant's invoice. We bill for work done each month by the 10th of the following month.

#### LATE PAYMENT

If the Client fails to make any payment due the Consultant for services and expenses within the time period specified, a service charge of 1.5% (annual rate of 18%) per month may be added to the Client's account at the Consultant's discretion. Client further agrees to pay all expenses of collection, including court costs and reasonable attorney fees, should it become necessary to refer Client's account for collection. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach, which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

#### **AUTHORITY AND RESPONSIBILITY**

The Consultant shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. In the event we are not providing site observation services, the Client will indemnify and hold HLC harmless for claims arising from modifications, clarifications, interpretations, adjustments or changes made to the contract documents to reflect changed field or other conditions.

#### **TERMINATION**

This agreement may be terminated by either party within fifteen days after receiving written notice. Any termination shall only be for good cause such as for legal, unavailability of adequate financing or major changes in the work. In the event of any termination, the Consultant will be paid for all services and expenses rendered to the date of termination on a basis of the Schedule of Rates plus reimbursable expenses and reasonable termination costs.

#### **DELIVERABLES AND ELECTRONIC FILES**

Plans, specifications, and electronic files are instruments of service and remain the property of the Consultant. Sealed hardcopy plans provided by the Consultant are actual deliverables and have precedence over any electronic files supplied to the Client as a convenience. Electronic files are supplied in the software format currently in use by the Consultant, who has no control over deterioration or functional obsolescence due to upgraded versions of software programs. Client agrees to indemnify and hold Consultant harmless from claims resulting from unauthorized reuse of electronic files or unauthorized changes made by Client or others to files in the Client's possession. Information contained in electronic files is valid only for 60 days following delivery to the Client, and the Consultant is not responsible for data deterioration within the file.

#### REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by Consultant pursuant to this Agreement are instruments of his services in respect of the work. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work.

#### **ESTIMATES OF COST**

Since the Consultant has no control over the cost of labor, materials or equipment or over a Contractor(s) methods of determining prices, or over competitive bidding or marketing conditions, his opinions of probable Project Cost or Construction Cost that may be provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Consultant cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the Construction Cost, he shall employ an independent cost estimator.

#### INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

#### DISCLOSURE RESOLUTION

The parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. If such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. If the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter a method jointly agreed upon by both parties.



#### **2017 SCHEDULE OF RATES**

Classification	Per Hour Rate Net							
	RA	ANGE						
Engineers	From		To					
Project Principal	\$210.00	-	\$213.00					
Senior Project Manager	\$192.00	-	\$199.50					
Project Manager II	\$120.00	-	\$167.00					
Project Manager I	\$139.50	-	\$139.50					
Project Engineer II	\$102.00	-	\$120.00					
Project Engineer I	\$99.90	-	\$102.00					
Engineer	\$70.20	-	\$87.00					
Surveyors								
Chief of Survey	\$108.00	-	\$108.00					
Surveyor II	\$90.00	-	\$100.95					
Surveyor I	\$82.20	-	\$86.70					
Technical								
Senior Technician *	\$145.50	-	\$145.50					
Technician IV	\$115.80	-	\$126.00					
Technician III	\$105.00	-	\$105.00					
Technician II	\$84.50	-	\$98.10					
Technician I	\$37.50	-	\$77.70					
Office Services and Records								
Administrative	\$45.00	-	\$86.40					

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost plus 10% for administration and office handling.

Separate charge for Global Positioning System (GPS) survey equipment will be \$42.50 per hour. The use of robotics survey equipment will be invoiced at \$30.00 per hour. A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$45.00 per day. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 53.5 cents per mile net (or the current rate allowed by the LR.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Project Budget Worksheet

Project: Franklin County - Deering Road Culvert

HLC Proj No: 6806 Date: 1-Dec-17

VHLC Office/Proposals/2017 Proposals (NOTE FILE STRUCTURE)/17-46 Franklin County Culverts/(Project Budget Labor Code Budget Task No. Item Description Count Billing Topographic Surveys 1.1 Administration & management \$246.91 1.2 Establish Horizontal Control 1.3 Establish Vertical Control \$354.73 \$1,064.20 1.4 Topo and cross sections of roadway 1.5 Recover and Locate Section Corners \$709.46 \$88.68 1.6 Pictures 1.7 Download Data, Process, and DTM \$185.40 \$164.60 1.8 QA/QC 35.5 Labor Subtotals \$3,346,08 Direct Cost \$320.00 Total \$3,666.08 2 Hydraulic Surveys \$82.30 0.5 2.1 Administration & management 2.2 Sei/recover control
2.3 Stream profile \$709.46 8 \$709.46 \$1,418.93 \$177.37 \$82.30 16 2.4 Stream cross sections 2.5 Bridge openings 2.6 QA/QC 0.5 Labor Subtotals \$3,179.82 35 Direct Cost \$437.50 Total \$3,617.32 3 Permits 3.1 Administration & management 0.5 3.2 USACE Permit
3.3 Environmental Clearances \$470.30 \$108.15 0.5 4.5 \$655.70 Labor Subtotals Direct Cost \$4,536.00 Total 4 Hydraulic Report \$77.25 \$5,747.40 \$108.15 4.1 Administration & management 4.2 Hydraulic Design & Report 0.5 50 4.3 QA/QC Labor Subtotals \$5,932.80 51 \$0.00 \$5,932.80 Direct Cost Total 5 Evaluate Soils \$77.25 5.1 Administration & management \$664.35 5.2 Soil Borings and Geotech Report 4 Labor Subtotals \$741.60 4.5 Direct Cost \$1,500.00 Total \$2,241.60 8 Final Plans \$1,050.72 8.1 Administration & management, designer site visit \$182.31 \$1,765.01 Cover Sheet 8.3 Summary of quantities, schedules, and general notes (includes quantity calc ti 16 \$931.64 \$2,544.00 8.4 Typical sections 1.4 Typical sections
 1.5 Roadway plan & profile
 1.6 Culvent Details
 1.7 Roadway cross sections
 1.8 Special provisions
 1.9 Bid documents
 1.10 QA/QC \$6,865.98 \$1,144.54 47 11 \$509.85 \$679.80 \$432.60 Total Sheet Count 15 Labor Subtotals \$16,106.45 126 Direct Cost \$1,109.00 Total \$17,215.45 9 Right of Way (as needed) 9.1 Administration & management \$139.82 1.5 \$329.21 9.2 Records research 
 9.3
 Data collection

 9.4
 Determine existing ROW

 9.5
 Set proposed ROW

 9.6
 Prepare ROW Plats (Assumes 2 Parcels)
 \$329.21 \$111.24 \$111.24 \$3,491.70 35 9.7 Legal Descriptions 9.8 QA/QC \$889.92 \$432.60 Total Sheet Count 0 Labor Subtotals \$5,834.94 52 5 Direct Cost \$360.00 Total \$6,194.94 Total Project & QC/QA Personnel Hours
Total Project & QC/QA Personnel Costs \$35,797.39 Total Project & QC/QA Direct Costs Total Project & QC/QA Costs \$44,059.89 TO: FRANKLIN COUNTY TREASURER

FROM: FRANKLIN COUNTY CLERK

RE: NOVEMBER, 2017

The following fees were received from the Franklin County Clerk during the month of November 1, 2017. As per the Revised Illinois State Statutes, the fees were submitted to the Franklin County Treasurer.

Recording & Filing Fees  less: \$ 4.00 per instrument fee less: \$19.00 per instrument fee Sub-Total for Recording & Filing Fees RHSP - County \$.050 per instrument fee RHSP - IDOR \$9.00 per instrument fee Real Estate Stamps	20,146.00 1,700.00 8,075.00	10,371.00 177.50 3,195.00 4,739.25	
Assumed Name		20.00	
Cert Birth, Marriage, Death & Rec. Copy Services		1,981.00 2,737.50	
Marriage Licenses / Civil Union		630.00	
Miscellaneous		254.00	
Notary		65.00	
Tax Deeds		25.00	
Tax Redemption Fee (29)		1,160.00	
Cash Drawer		1.75	
Vital Records Cert Death Record: $19 \times 4 = 7$ Marriage Families Domestic Violence Fund: $21 \times 5 = 1$ Rental Housing Support Program Fund IDOR: $355 \times 9 = 3,195$ ef. trans	105 fee acct.		(76.00) (105.00) (3,195.00)
#341 - County Clerk Fees			\$21,981.00
10 271 04 00 instrument and/or micro filming.	(175 daguman	ota)	1,700.00
19-371 - \$4.00 per instrument and/or micro-filming (59-352 - \$19.00 per instrument GIS (425 documents)	(423 documen	115)	8,075.00
190-371 - \$0.50 per instrument Clerk County (	355 documen	ts)	177.50
59-352 - Approval of Legal Description			50.00
Sub-Total			\$31,983.50
#361 - Interest Accrued for November, 2017 Fee Account \$ 27.95 Tax Redemption \$209.93 TOTAL RECEIVED BY THE COUNTY CLERK			\$32,221.38
Fee Account - Check #1365 \$30,851.45 Tax Account - Check #3499 \$1,369.93			
TOTAL FEES SUBMITTED DECEMBER, 2017 TO THE FRANKLIN COUNTY TREASURER -			\$32,221.38

OFFICE ADMINISTRATIVE DIRECTOR Marsha Pappas (618) 438-8211

DEPUTY SUPERVISOR Rick Veldman Kevin Roye (618) 438-6011

JAIL SUPERVISOR Chet Shaffer (618) 439-9553

# **★DONALD R. JONES**★ SHERIFF OF FRANKLIN COUNTY

403 EAST MAIN STREET ★ BENTON IL 62812 EMERGENCIES (618) 438-4841

INVESTIGATIONS (618) 439-4850 (618) 439-9561

CRIMINAL RECORDS (618) 435-8187

HOT TIP LINE (618) 439-9252

NON-EMERGENCIES (618) 438-6011

December 18, 2017

Listed below is the approximate number of papers served to date in 2017. At times, my Q &A program loses data. Therefore, the numbers aren't exact.

#### Approximate papers served to date, December 17, 2017

Summons	1,004
Emergency OPs	474
Plenary OPs	152
Subpoenas	1780
Take Notices	618
Total	3,781

Julie Mabry

Givil Process Clerk

Mabrig

12:37 PM 12/18/17 Accrual Basis

Franklin County Sheriff's Fees County Board Report December 2017 through November 2018

Net Income	Total Income	Income 4000 · Civil Process Fees 4100 · Sheriff Sales 4200 · Court Fees Earned 4200 · Report Copy 4500 · Inmate Phone Fees 4800 · FINGERPRINT FEES 4900 · MISCELLANEOUS FE	
12,427.34	12,427.34	1,518.00 1,800.00 6,612.06 130.00 2,332.28 20.00 15.00	Dec 17
0.00	0.00	0.00 0.00 0.00 0.00	Jan 18
0.00	0.00	0.00 0.00 0.00 0.00	Feb 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	Mar 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	Apr 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	May 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	Jun 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00 0.00	Jul 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	Aug 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	Sep 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00	Oct 18
0.00	0.00	0.00 0.00 0.00 0.00 0.00 0.00	Nov 18
12,427.34	12,427.34	1,518.00 1,800.00 6,612.06 130.00 2,332.28 20.00 15.00	TOTAL

# 1:07 PM 12/18/17 Accrual Basis

# Bond Account County Board Report December 2017 through November 2018

Net income	Total Expense	Expense 5200 · Franklin County Treas Proc 5400 · Franklin County Sheriff 5500 · Franklin County Circuit Clk	Gross Profit	Total Income	Income 4000 - Out of County Bond Receipts 4040 - Credit Card Bond 4200 - Processing Fee 5000 - Disbursement out of County	
–	6,460.00	2,120.00 140.00 4,200.00	6,460.D0	6,460.00	12,200.00 4,340.00 2,120.00 -12,200.00	Dec 17
	0.00	0.00 0.00 0.00		0.00	0.00 0.00 0.00	Jan 18
0.00	0.00	0.00 0.00	0.00	0.00	0.00 0.00 0.00	Feb 18
0.00	0.00	0,00 0.00 0.00	0.00	0.00	0.00 0.00 0.00	Mar 18
0.00	0.00	0.00	0.00	0.00	0.00 0.00 0.00	Apr 18
0.00	0.00	0.00	0.00	0.00	0.00 0.00 0.00 0.00	May 18
					0.00 0.00 0.00	
0.00	0,00	0.00	0.00	0.00	0.00 0.00 0.00 0.00	Jul 18
0.00	0.00	0.00 0.00	0.00	0.00	0.00	Aug 18
0.00	0.00	0.00 0.00 0.00	0.00	0.00	0.00	Sep 18
0.00	0.00	0.00 0.00	0.00	0.00	0.00 0.00 0.00	Oct 18
0.0	0.0	0.00	0.00	0.00	0.00	Nov 18
0.00	6,460.00	2,120.00 140.00 4,200.00	6,460.00	6,460.00	12,200.00 4,340.00 2,120.00 -12,200.00	TOTAL



### Franklin County Coroner

County of Franklin, Himois

411 East Main Street Benton, Illinois 62812 618-439-6850 Ext. 2501 franklincountycoroner@yahoo.com

Marty P. Leffler Coroner

John Graskewicz Chief Deputy Coroner

Richard W. Good Deputy Coroner

Steve Gilbert Deputy Coroner

Gary Little
Deputy Coroner

Steve Leek Deputy Coroner

Bernie Staten Secretary

November 2017

November case total 27

Annual total through November 30, 2017 = 290

12 females @ an average age of 77.83 years of age

15 males @ an average age of 73.60 years of age

17 out of 27 cases were on scene investigations

**Transported 4** 

**Autopsies 2** 

Cremations 16 @ \$50 per permit = \$800

10 deaths between 10:00 p.m. and 7:00 a.m.

6 weekend and holiday deaths

5 Cancer Deaths/8 Cardiac related deaths

Deaths per day of the week Monday 2, Tuesday 5, Wednesday 4, Thursday 2, Friday 8, Saturday 2, Sunday 4.

Deaths by residence town: 8 West Frankfort, 6 Benton, 3 Sesser, 5 Christopher, 1 Zeigler, 1 Thompsonville, 1 Ina, 1 Anna, 1 Logan,

# Coroner Cases

29-Nov Wednesday	28-Nov Tuesday	26-Nov Sunday	26-Nov Sunday	25-Nov Saturday	24-Nov Friday	22-Nov Wednesday	20-Nov Monday	19-Nov Sunday	18-Nov Saturday	17-Nov Friday	17-Nov Friday	16-Nov Thursday	14-Nov Tuesday	14-Nov Tuesday	14-Nov Tuesday	10-Nov Friday	10-Nov Friday	10-Nov Friday	9-Nov Thursday	8-Nov Wednesday	7-Nov Tuesday	6-Nov Monday	5-Nov Sunday	3-Nov Friday	3-Nov Friday	1-Nov Wednesday	Nov-17 Day
2:30 a.m.	7:55 p.m.	9:09 p.m.	10:20 a.m.	3:00 p.m.	1:50 a.m.	10:59 a.m.	2:17 a.m.	6:45 a.m.	8:45 a.m.	12:37 p.m.	8:05 a.m.	5:48 a.m.	10:34 p.m.	7:35 p.m.	5:30 a.m.	10:25 a.m.	10:00 a.m.	7:45 a.m.	7:30 a.m.	10:15 p.m.	9:15 p.m.	7:40 p.m.	11:52 p.m.	6:40 a.m.	1:20 a.m.	11:04 a.m.	Time
90M	51M	75M	80F	62M	90F	67M	81M	63F	94M	76F	59M	67F	79M	40F	77M	79F	88F	93F	80M	81F	38M	83M	93M	91F	86F	75M	Age
Hospital/H	뜻	FR	ER	Residence	N.H./Hosp.	ER	Res.Hosp	Res.Hosp	N.H.	N.H./Hosp.	N.H./Hosp.	Residence	Res.Hosp	Residence	Residence	N.H./Hosp.	N.H./Hosp.	Res.Hosp	Res.Hosp	Residence	Residence	Residence	Residence	N.H.	Ž.H	ER	Place
Hospital/Hos Resp. Fail	ES Cardiac	Cardiac	CAD/AFIB	CAD	COPD	ES Cardiac	Renal CA	Lung CA	AFT/Alzh	Breast CA	Cirrhosis	AutlmDMusc Yes	Pancreatic C/ No	Pending	AFT/Dement No	Lung CA	CVA	ES Heart Dis	ES Renal	AFT/Depres	Drug OD	COPD	CAD	CVA	Alzheimers	Cardiac	Cause
No	No	No	No	Yes	N <sub>o</sub>	No	No	No	No	No	No	c Yes	No £	Yes	t No	No	No	No	No	No	Yes	No O	No	No	No	No	Transport
o No	Yes	Yes	Yes	Yes	No	Yes	N <sub>o</sub>	No	No	No	No	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Respond
N <sub>o</sub>	Yes	-√	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes	No	No	No	Yes	Yes	No	No	No	No	Yes	Cremation
N <sub>o</sub>	No	No	No	No	N <sub>o</sub>	No	No	no	N <sub>o</sub>	No	No	No	No	yes	S <sub>o</sub>	No	No	No	No	No	yes	N <sub>o</sub>	N <sub>o</sub>	No	No 0	No	Autopsy
No	N <sub>o</sub>	N <sub>o</sub>	No	No	No	N <sub>o</sub>	No	No	N <sub>O</sub>	N <sub>o</sub>	N <sub>o</sub>	No	No	yes	No	N <sub>o</sub>	No	N <sub>o</sub>	No	No	yes	No	No	No	No	No	Tox
No	No	No	No	No	No	No	No	No	No	No	No	N <sub>o</sub>	No	No	No	N <sub>o</sub>	No	No	No	N <sub>O</sub>	yes	N <sub>O</sub>	No	No	No	No	X-ray
Benton	WF	Sesser***	Christopher	Christopher	T'Ville	Benton	Zeigler	Christopher	Anna	Benton	Logan	Christopher	Sesser	Benton	WF	lna	Sesser	Benton	Christopher	WF	WF	WF	WF	WF	Benton	WF	Residence

# Quarterly Report to the

Franklin-Johnson-Massac-Williamson County Boards (as required by 105 ILCS 5/3-5)



#### Submitted for

December 2017 County Board Meetings

## By:

## Lorie LeQuatte

Franklin-Johnson-Massac-Williamson Regional Superintendent of Schools for

Franklin-Johnson-Massac-Williamson Regional Office of Education #21

Summary of Activities of the Regional Superintendent Reported to the Franklin-Johnson-Massac-Williamson County Boards for December 2017 Meetings (in addition to daily interaction with public and schools regarding questions, supervision of office activities, and participating with student educational-focused groups)

#### Week of August 28, 2017

SSOS Fiscal Agent Conference Call - Marion - 8/28.

Financial Auditors Annual Visit

Attend IARSS Connecting Conference - Springfield - 8/29 - 8/30.

Host ROE #21 Superintendent Meeting in Marion - 8/31.

Interview candidates for STARQuest South teacher position – Johnston City – 8/31.

#### Week of September 4, 2017

Distribute School Facility Sales Tax Checks – 9/5.

Completed Open Meetings Act Training – 9/5.

Attend Franklin Co. Bd. Cmte. Mtg. - Benton - 9/5.

Attend Illinois Association of School Administrators (IASA) Shawnee Division Mtg. – JALC – Carterville – 9/5.

IARSS Monthly Conference call with ISBE (Illinois State Board of Education) – Benton – 9/7.

Follow up meeting with Auditors

#### Week of September 11, 2017

Regional Board of School Trustees Special Meeting – Marion – 9/11.

Attend Illinois Association of School Business Officials (IASBO) Mtg. - Marion - 9/12.

Attend Williamson County Commissioners Meeting - Marion - 9/12

Attend Illinois Association of Regional Superintendents of Schools (IARSS) Executive Cmts. And General Membership Mtgs. – Springfield – 9/12 -9/15

#### Week of September 18, 2017

Participate in State-wide System of Support (SSOS) Grant Fiscal Agent Call-in Mtg.- 9/18.

Attend IARSS Compliance Training - St. Claire County Regional Office of Education - Belleville - 9/19.

Attend Franklin Co. Bd. Mtg. - Benton - 9/19.

Attend IARSS Area VI Mtg. - Mt. Vernon - 9/20.

Chair Franklin County Regional Delivery System Career and Technical Education Board Meeting-Benton - 9/21.

Attend Breakfast with Franklin County Superintendents 9/21.

Attend Emergency Management Planning - Marion - 9/22.

#### Week of September 25, 2017

Attend Massac County Board Meeting

Attend Johnson County Board Meeting

Host Attend Teacher Retirement System (TRS) Meeting - Marion HS 9/27.

Attend Illinois Association of School Administrators Annual Conference (IASA) – Springfield – 9/27-9/29.

State Wide IARSS Phone Conference – 9/28.

Regional Office of Education Clerical Staff Meeting – Marion – 9/29.

#### Week of October 2, 2017

Attend Student Loan Debt Crisis Meeting – Lisa Madigan – Carbondale – SIU – 10/2.

Attend Franklin Co. Bd. Cmte. Mtgs. - 10/2.

Attend IASA – Shawnee Div. Mtg. – JALC – Carterville – 10/3.

Host ROF #21 Superintendents Mtg. 17th Street Marion 10.5.

#### Week of October 9, 2017

Attend Illinois Association of School Business Organization (IASBO) Meeting - Marion - 10/10.

Attend Williamson County Board Meeting report budget - Marion - 10/10.

Regional Office of Education #21 Truancy Meeting for 4 counties – Marion – 10/10.

#### Week of October 16, 2017

Attend State-wide System of Support (SSOS) Fiscal Agent Mtg. – Springfield – 10/16.

Franklin Cty Board Meeting

Participate in Health Life Safety Inspection Jefferson School – Marion – 11/18.

Attend IARSS Area VI Mtg. - Mt. Vernon - 10/18.

Attend Health Life Safety Inspection (HLS) – Marion - HS - 10/19.

Attend and speak at Williamson County Illinois Retired Teachers Association (WCIRTA) Luncheon – Herrin – Mary's – 10/19.

#### Week of October 23, 2017

Attend Johnson County Brd. Mtg. 10/24.

Attend Massac County Brd. Mtg. 10/24.

Meet with STARQuest South Teacher 10/24.

Interview Truancy office for Massac County - 10/24.

Attended npr State Budget: The Challenges Ahead An Illinois Issues Forum – SIU – Carbondale – 11/26.

Mt. Vernon Annual Conference – Mt. Vernon – HS – 10/27.

#### Week of October 30, 2017

Listen to Evidence Based Model Funding Webinar – 11/2.

Mail Various School Districts' Annual Financial Reports (AFRs) to ISBE - 11/3.

#### Week of November 6, 2017

Attend Illinois State Board of Education Budget Hearing - Mt. Vernon - 11/8.

Took and Passed the Illinois State Superintendent Licensure Test - 11/8.

Breakfast with Franklin County Superintendents – 11/9.

#### Week of November 13, 2017

Delivered adjusted budget invoices to Williamson Cty. Br. - 11/14.

Delivered adjusted budget invoices to Massac Cty. Brd. - 11/14.

Delivered adjusted budget invoices to Johnson Cty. Brd.

Meeting with STARQuest South Staff – 11/14.

Attend IARSS Area VI Mtg. – Mt. Vernon – 11/15.

Coats for Kids, Inc. Board Mtg. - West Frankfort - 11/15.

Participated in Franklin-Jefferson Special Education IEP Mtgs. For JDC – 11/16.

Attend IASA/IASB/IASBO "Triple I" Annual Conference – Chicago – 11/17-11/19.

#### Week of November 20, 2017

Attend Holiday Hoops Basketball Tournament - Marion - 11/20, 11/21, 11/24, 11/25

Host and Attend Foundational Services Professional Development Coordinator Meeting for Area VI – Marion ROE – 11/21.

Watch Webinar on Grant Reporting – 11/22.

#### Week of November 27, 2017

Attend Erate and 470 Workshop – JALC – Carterville – 11/29

Visit Crab Orchard High School and Elementary School - 11/29

Visit Vienna Grade School - 11/29.

Host ROE #21 Superintendents' Mtg. - 17th Street - Marion - 12/1.

#### Activities Conducted by ROE Personnel July 1, 2017 - November 30, 2017

The Franklin-Johnson-Massac-Williamson County ROE serves schools in the following districts and cooperatives:

Akin CCSD 91 Benton CCSD 47 Benton CHSD 103

Ewing-Northern CCSD 115 Frankfort CUSD 168 Goreville CUSD 1 Buncombe SD 43

Sesser-Valier CUSD 196 Vienna ESD 55 Herrin CUSD 4 Vienna HSD 13-3

Carterville CUSD 5 Christopher CUSD 99 Crab Orchard CUSD 3

Johnston City CUSD 1 Joppa-Maple Grove CUSD 38 Thompsonville CUSD 174 Zeigler-Royalton CUSD 188

New Simpson Hill SD 32

Cypress SD 64

Marion CUSD 2 Massac CUSD 1

Five County Regional Vocational System

Franklin County Regional Delivery System for Career and Technical Education

Franklin-Jefferson Special Education District

JAMP Special Education Services

Williamson County Education Services (Special Education / CTE / Early Childhood)

#### <u>Truancy (# September 1 – November 30 / Year to Date)</u>

- \*\* Staff includes Alicia Eubanks, David Stewart, Mary Mullinex, and Colton Foster\*\*
- \*\* The Truant Alternative and Optional Education Program (TAOEP) grant which ROE #21 uses to operate its truancy programs is written in conjunction with the Alexander-Jackson-Perry-Pulaski-Union ROE #30/Franklin-Johnson-Massac-Williamson Cooperative\*\*

#### Franklin County (# September 1 – November 30 / Year to Date)

- Tardy Letters Sent 20/20.
- Step One Letters Sent 58/58.
- Step Two Letters Sent 26/26.
- Step Three Letters Served (Truancy Review Board) 0/0.
- Truancy Review Board hearings meet monthly and have moved to the Campbell Building.
- A plan with common steps was discussed for all four counties and implemented.
- Forms used for the Truancy program have been distributed and are in use.
- Truancy Officer is visiting individual schools.
- Truancy Officer is working with other legal and social program officials to address current requests.

#### Johnson County (# September 1 – November 30 / Year to Date)

- Tardy Letters Sent -0/0.
- Step One Letters Sent 20/20.
- Step Two Letters Sent 10 / 10.
- Step Three Letters Served (Truancy Review Board) 0 / 0.
- Met with the other three ROE 21 Truancy Officers.
- A plan with common steps was discussed for all four counties and implemented.
- Forms used for the Truancy program have been distributed and are in use.
- Truancy Officer is visiting individual schools.
- Truancy Officer is working with other legal and social program officials to address current requests.

#### Massac County (# September 1 – November 30 / Year to Date)

- Mary Mullinex is the new truancy officer.
- Tardy Letters Sent -0/0.
- Step One Letters Sent 24 / 24.
- Step Two Letters Sent 9 / 9.
- Step Three Letters Served (Truancy Review Board) 5 / 5.
- Request to File 5/5.
- A plan with common steps was discussed for all four counties and implemented.
- Forms used for the Truancy program have been distributed and are in use.
- Plans made for Truancy Officer is visiting individual schools.
- Truancy Officer is working with other legal and social program officials to address current requests.

#### Williamson County (# September 1 – November 30 / Year to Date)

- Tardy Letters Sent 8/8
- Step One Letters Sent 69 / 69.
- Step Two Letters Sent 28/28.
- Step Three Letters Served (Truancy Review Board) 2/2.
- Met with ROE 21 Truancy Officers.

- A plan with common steps was discussed for all four counties and implemented.
- Forms used for the Truancy program have distributed and are in use.
- Truancy Officer is visiting individual schools.
- Truancy Officer is working with other legal and social program officials to address current requests.

#### Teacher Certification Activity for all counties (September 1, 2017 - November 30, 2017/ YTD)

- ROE #21 works with the Illinois State Board of Education with Educator Licensure. ISBE officially issues all licensure documents. The statistics taken from their Information System include:
  - > Educators Registered -88/271
  - > Licenses Registered -89/274
  - > Substitute Teachers Registered -34/71
  - > Licenses Issued -61/114
  - > Endorsements Granted -13/32
  - > Paraprofessional Licenses Issued -18/30

# Fingerprinting Services for Background Checks (# September 1 – November 30 / Year to Date) – 351 / 677 total Franklin County (Beginning January 2018 we will have this service available daily)

- Served -64 / 119.

Williamson County (Beginning January 2018 we will have this service available daily)

- Served -189/ 364.

Johnson County (Available Mondays and Fridays)

- Served - 34/69.

Massac County (Available Tuesdays through Thursdays)

- Served - 64 / 125.

#### GED Testing - Computer Based - Given at John A. Logan College (# September 1 - November 30 / Year to Date)

- Numbers of people attending test sessions  $-\frac{84}{111}$ .
- Certificates earned 10 / 14.

#### School Bus Driver Training (# September 1 - November 30 / Year to Date) Total Drivers Served YTD 283.

- Trainings have been hosted in all 4 counties.
- Initial Trainings Held 4/6.
- Drivers Served in Initial Training Classes 24/61.
- Refresher Trainings Held 6/7.
- Drivers Served in Refresher Trainings 219/222.

#### Ex-officio Secretary for the Regional Board of School Trustees

- Regional Board of School Trustees: President Shawn Tuthill (Wm. Co.); Wesley Lehman
  - (Wm. Co.); David Goss and Jean Chamness (Fr. Co.); Lou Parker (Jo. Co.); Todd Sumner (Ma. Co.); Marleis Trover (Jo. Co.).
  - A hearing was held at the regular meeting 7/11/17 in Marion.
  - A hearing was held at a special meeting 9/11/17 in Marion.
  - Marleis Trover was sworn in as a member of the RBST at the special meeting on 9/11/17.

#### McKinney/Vento Federal Homeless Grant Personnel

- \*\*ROE 21 is the Fiscal Agent for this federal grant in the southern 27 counties that make up Area VI of the Illinois Association of Regional Superintendents of Schools (IARSS)
  - Homeless Students Identified since July 1, 2016:
    - > ROE #21 841.
      - Franklin <u>360</u>.
      - Johnson <u>117</u>.
      - Massac 41.
      - Williamson <u>323</u>.
    - > Area VI 3,703.

#### **ROE 21 Advisory Board**

- Board formation is in the process of being re-organized after consolidation.
- Needs Assessment information gathered in preparation for a meeting.

#### Professional Development (Outside of SSOS-related work which includes free PD):

- Professional Educator License Trainings for Teachers and Administrators are offered on site to districts throughout ROE 21. Staff members have provided and will continue to provide one-on-one assistance to educators throughout the region.
- Administrator Academy # Social Media Special Education and 504 Plans -Herrin 9/15.
- Administrator Academy #1801 Gathering Evidence during Observations and Conferences. Vienna 10/12.
- Administrator Academy #1779 Student Growth Teacher Evaluation Re-training- Herrin 10/25.
- Mt. Vernon Conference Mt Vernon High School 10/27.

#### SSOS Grant Program (State-wide System of Support)

The Franklin-Williamson Regional Office of Education #21 was awarded the SSOS Fiscal Agent Grant for FY14 for Area VI of the IARSS. This grant period began 7/1/2013.

- Through the Statewide System of Support Fiscal Agent Grant, ROE #21 worked to provide foundational services to districts throughout Area VI. Throughout the past few years, there have been seven initiatives targeted throughout this grant. Those initiatives are: District/ Continuous Improvement Planning; English Language Arts (ELA); Math; Teacher Evaluation; Balanced Assessment; Family Engagement and Science. This year there have been additional initiatives added to that list such as: Classroom Management, English Language Learners, Fine Arts, Instructional Strategies, Integrating Technology, Poverty, Physical Education, Trauma, Social Emotional Learning, Restorative Justice, Standards Based Grading, and Social Studies, Area VI has expert presenters in each content area. These experts have been providing differentiated sessions to all school districts throughout Johnson-Franklin-Massac-Williamson Counties.

#### Health and Life Safety

- Personnel issued 1 Certificate of Completion for school construction in Johnson County.
- Personnel approved 2 Certificate of Completion in Williamson County.
- Personnel conducted a walk though inspection and issued a 1 Certificate of Occupancy in Williamson County.
- Personnel communicated with schools regarding Annual Review meetings and inspections to take place with the Office of the State Fire Marshal and local Fire Departments.
- Personnel conducted walk-through Health Life Safety Annual Inspections and reports in conjunction with the Marion/Carterville/Herrin/Williamson County Fire Departments in 20 schools in Williamson County.

#### Community Prevention Resources

- This grant was funded beginning 7/1/12.
- This is a direct service sub-grant of Franklin-Williamson ROE 21.
- Funded for 2 FTE: Dave Lustenberger, Director; Kate West, Project Manager
- Purpose of grant:
  - > Increase the availability of high-quality prevention services that have the greatest potential to impact factors that contribute to ATOD consumption and consequences of 11-18-year-olds.
- ROE 21 has been funded to provide PRESCRIBED evidence based services in <u>Franklin and Saline Counties</u>. These services are limited to:
  - > Planning Phase for Underage Drinking Prevention Campaign targeting youth to be implemented FY19 at Central Jr. High School in West Frankfort, and Harrisburg Middle School in Harrisburg and Eldorado Middle School in Eldorado.
  - > Planning Phase for Opioid Prevention/Awareness Campaign targeting youth and adults to be distributed beginning January 2018 in communities throughout Saline and Franklin Counties.
  - Delivering Youth Prevention Education Curriculum (Too Good for Drugs) to 7th Grade Students at Central Jr. High School in West Frankfort, Harrisburg Middle School in Harrisburg, and Eldorado Middle School in Eldorado.
  - Establish Youth Advisory Committees in Harrisburg Middle School in Harrisburg and Eldorado Middle School in Eldorado to implement two community events (one underage drinking awareness event and one opioid prevention event) that coincide with the Substance Abuse and Mental Health Administration's National Prevention Week.

- > Works in partnership with the Center for Prevention Research and Development (U of I Chicago) to promote the participation of Illinois schools in the Illinois Youth Survey (IYS).
- > Promote and increase public awareness/participation in the Drug Enforcement Agency (DEA) National Drug Take Back Days
- > Publish and Distribute a Community Resource Guide that includes contact information for public health, wellness and emergency services offered by agencies in Saline, Franklin, and neighboring Counties.

#### Franklin County Regional Delivery System for Career and Technical Education

- ROE serves as Fiscal Agent for the cooperative.
- George Hopkins, Director.
- Kim Byars, Administrative Assistant for CTE. (On board, as of October 16, 2017).
- Will Carmicle FCRDS Building Trades Regional Class (Students from Christopher, Sesser-Valier, Thompsonville, and Benton).
- Kevin Weston Computer Assisted Drafting Regional Class (potentially students from West Frankfort and Zeigler-Royalton).
- Serves the following high schools: Benton Consolidated H.S., Christopher H.S., Frankfort Community H.S., Sesser-Valier H.S., Thompsonville H.S., and Zeigler-Royalton H.S.
- Supports programs in Agricultural Education, Business, Marketing, and Computer Education, Family and Consumer Sciences, Technology and Engineering, Health Science Technology.
- Programs are supported through state and federal grants designed to supplement CTE programs. Allowable expenditures for these grants include: Instructional materials, instructional equipment (capital outlay); partial salary payments to districts to help ensure affordability of qualified instruction; tutorial services; and improvement of instruction activities.
- The Fr. Co. RDS for CTE funds provide supplemental funds for (K-8) Career Exploration programs at Akin CCSD 91, Benton CCSD 47, Christopher CUSD 99, Ewing-Northern CCSD 115, Frankfort CUSD 168, Sesser-Valier CUSD 196, Thompsonville CUSD 174, and Zeigler-Royalton CUSD 188.
- Conducts Workshops and hosts ISBE-sponsored professional development for educators in Franklin and Jefferson Counties per the CTE/Perkins Programs of Study requirements.
- FCRDS for CTE prepares and submits to Illinois State Board of Education various reports regarding program operation, assessment, and improvement.
- Submits required information to ISBE regarding Vocational classes being offered—student participation information is now being submitted by individual schools, but this office attempts to double-check that data.

#### Grants Managed and Status for FY 2017

\$248,288 CTEI Grant Allotment shows a decrease from last year's original and amended application

amount, but we may see additional monies become available as they did last year. This grant has been approved by ISBE. No funds yet received.

**\$89,021** in Federal Perkins Grant This federal allotment represents a \$1,615 decrease in last year's amount.

This grant has been approved by ISBE.

To date, no funds have been received from ISBE.

- All Franklin County high schools have received their allotment figures for Perkins funds to be spent on CTE programming for FY 18.
- Per Intergovernmental Coop Agreement regulations and Board of Control authorization, CTE Director Hopkins published notice of Joint Agreement Budget on review 30 days in advance of hearing. Hearing was conducted at 10 a.m. on 8/28/17, at Regional Office of Education 21.
- Thus far, FCRDS has conducted meetings and/or planned and delivered professional development programs for Fr Co teachers as follows:

➤ 9-21-17, FCRDS Board of Control 1st Quarter Meeting.

➤ 10-19-17, at Benton High School, which updated teachers on the use of the Writer's Workbench software/license designed to improve writing instructions.

➤ 12-7-17, FCRDS Board of Control 2nd Quarter Meeting.

#### Star Quest Regional Safe School Program (# September 1 - November 30 / Year to Date)

- Current enrollment at Johnston City Campus -12.
- Total number of students served this year -21.
- Current enrollment at Metropolis Campus 2.

- Total number of students served this year  $-\frac{7}{2}$ .

#### Project ECHO Alternative School (# September 1 – November 30 / Year to Date)

- Current enrollment at Johnston City Campus 59.
- Total number of students served this year -100.

# ECHO Juvenile Detention Center Program (contracted with Benton CHSD 103 and Benton CCSD 47) (# September 1 – November 30 / Year to Date)

- Current enrollment at Franklin County Juvenile Detention Center 26.
- Total number of students served this year 108.

#### Technology Program

 ROE is currently re-evaluating technology support and in-service programs for schools in ROE 21 in the light of diminished funding.

#### Coats for Kids, Inc.

- Coordinating distribution of funds to schools in Area VI.

#### KIDS Foundation Program (coordinated though ROE) (# September 1 - November 30 / Year to Date)

- Families served in Franklin and Williamson Counties - 58/86.

#### Franklin-Johnson-Massac-Williamson ROE 21 Office Staff July 1, 2017 – Present

<u>Name</u>	<u>Home</u>	<u>Title</u>
	Franklin	County Office
Matt Donkin	Fr	Reg. Supt. (Rsn. 6/30/17)
		\$
Janis Phomas	Fr	Ciencal
Suzanne Willmore	Fr	Office Mgr - Licensure
Cynthia Lenard	F:	Accounting Int. Control Bign (2.16)
Chad Milman	22	Not As rk Specialist sisogin i altro be
viteta hubanks	F1 .	Imane, (Began v.25) in
		•
Shlonda Horton	Jf	SSOS DAT Coach (Part-Time)
George Hopkins	W	Vocational System (Part-Time)
		Latter and Architecture and Architecture
	<b> </b>	
	⊥ Williamso	on County Office
·	. ]	Hart Mag Nath Lig
David Lustenberger	w	Community Prev. Resources Direct.
Kate West	Un	Community Prev. Res. Project Mgr.
Johna Schullian	w	Comptroller/Office Mgr/Homeless
	**	Grant Coordinator
Colton Foster	W	Cierroa / Truancy
Sandra Hubbard	Fr	Clerical
Lisa Wrath	W III	Clertoa:
Christine Laser	Ja	SSOS DAT Coach
Kevin Junk	Ja	SSOS DAT Coach
Mickey Sullivan	W	Homeless Grant (Part-time)
Sandy Mabry	W	Bus Driver Training (PT)
	lobason	County Office
	Johnson	County Office
Sherla Murodith	1	s forteat (Begin Y 2 + 3 )
David Stewart	Jo	Truancy (Part-time)
		County Office
Jamice Barrer:	Ma	Gleriual
		. 1
		Bus Driver Training (P-T Began
Steve Karraker	M	12/1)

<u>Name</u>		<u>Home</u>	<u>Title</u>
Project ECHO Alternative School			
Lorie L	eQuatte	W	Principal (Rsn. 6/30/17)
			<u></u>
Jeff Bink		Fr	Asst. Principal
Deanna Morris		Fr	Administrative Assistant
Traci Stroud		W	Secretary
Christing Cont.		`	
Gina Grant		W	H.S. Instructor
Kim Howard		W	H.S. Instructor
Susan Roberson		Fr	Jr. Hi. Instructor
Jim Toms		Fr	H.S. Instructor
Mario Allois		Fr	Custodian (Part-time)
ECHO Detention Center Program			gram
		,	
Lori Ray		Fr	Lead Instructor
Jeff Hammonds		Fr	Instructor (Began 2/16)
	STAR Quest	Academy Region	nal Safe School N/S
Jeremy Holley		Ma	Director
Jeffrey Bink		W	Assistant Director
Deanna Houseworth		Fr	Instructor - North Campu
Kaleigh Minton		W	Instructor - North Campu
Mary Mullinix		Ma	Teachers' Aide South Car
Jamie Clark		Ma	Teacher - South Campus
Employees in Purple are County Employees.			

Employees shown in <u>Maroon</u> are County funded employe Employees in <u>Green</u> are additions since July 1.

Employees in **Red** are resignations since July 1.

All others are paid from state or federal grant funds of From General State Aid.

Full Time: 32 Part Time: 7 To be Filled: 0