

Separation of Employment Agreement

This separation agreement having been negotiated by and between the Shelby County State's Attorney for Shelby County, Robert T. Hanlon, and the Shelby County First Assistant State's Attorney for Shelby County, Denise Ambroziak (Hereinafter Employee) is entered into this 26th day of April, 2024 to settle and compromise salary claims of Employee consistent with the agreement.

Recitals

Whereas, Robert T. Hanlon, acting in his official capacity as State's Attorney is charged with the statutory duties of the office of State's Attorney is executing this agreement on behalf of Shelby County and within the budgetary constraints of the Office of State's Attorney.

Whereas, at the time of Employee's hire, the State's attorney could not function without Employee.

Whereas, State's Attorney Hanlon offered positions to numerous other attorneys in Illinois and no other attorney was willing to accept the work in Shelby County as the First Assistant State's Attorney.

Whereas, Employee was hired to serve as the First Assistant State's Attorney and completed all of her duties and responsibilities in accord with the expectations of the State's Attorney.

Whereas, the original negotiations for the hiring of employee, the State's Attorney represented that Employee would be guaranteed her position up to and including the last day of the scheduled term of the State's Attorney's then existing term of office of November 30, 2024. The State's Attorney Contemplated running for a contemplated second term.

Whereas, the original negotiations for the hiring of employee, the State's Attorney represented that Employee would be guaranteed her position and IMRF participation and accrual time up to and including the last day of the scheduled term of the State's Attorney's then existing term of office of November 30, 2024. But for the aforementioned proposition, Employee would not have accepted employment in Shelby County in the Shelby County State's Attorney's Office. This was material negotiated term of employment between Shelby County and Employee. It was known to Employee that State's Attorney Hanlon contemplated running for an additional term.

Whereas, the original negotiations for the hiring of employee and acceptance of the position by Employee was with Employee contemplating that Employee could and intended to reinstate her tier 1 IMRF participation and accrual time up to and including the

last day of the scheduled term of the State's Attorney's then existing term of office of November 30, 2024 placing her in a position to vest in the IMRF retirement program with only 2.5 months remaining if her position was not secured into the new term.

Whereas, the original agreement between Employee and the State's Attorney's office allowed remote work possibilities which were utilized for the mutual benefit of the respective parties.

Whereas, the original agreement between Employee and the State's Attorney's office allowed for limited private practice work to be performed/engaged in according to employee's personal or vacation time so long as there was no conflict with Shelby County.

Whereas, Employee is on medical leave for a serious medical condition and was consuming her personal days and vacation time to recover from neurosurgery at time of termination.

Whereas, the Family Medical Leave Act prohibits termination of employees while on medical leave.

Whereas, the resignation of the State's Attorney automatically serves to sever the appointment of Employee as the First Assistant State's Attorney.

Whereas, the employment of Employee is being terminated through no fault of Employee and employee performed all of her duties in an exemplary manner exceeding the expectations of the Shelby County State's Attorney.

Whereas, Employee has multiple potential causes of action against Shelby County and the State's Attorney's Office including but not limited to claims for breach of contract, and violation of the Family Medical Leave Act prohibition against termination while on leave.

Whereas, Employee has a reasonable right to be made whole and State's Attorney agrees that if the Employee were to initiate suit, Shelby County would likely be liable for not less than 6.75 months of Salary, IMRF contributions as well as the right to fulfill her employment agreement through November 2024, granting her the additional IMRF accrual time, and health insurance.

Whereas, had Employee continued her employment to the end of the State's Attorney's Scheduled term of office, she would have earned IMRF contributions equal to 6.19% of her gross pay.

Whereas, Employee would have earned \$74,030, but for Shelby County's wrongful termination of Employee's employment.

Whereas, Employee would have accrued IMRF retirement benefits but for her wrongful termination.

Whereas, Employee would have accrued medical health insurance at a rate of not less than \$678 per month.

Whereas, Employee would have had the benefit of other benefits from Shelby county but for her wrongful termination, including but not limited to medical insurance and other benefits incident to employment.

Whereas, the payment to Employee of \$74,030 is within the line item budget for Employee, and

Whereas, the State's Attorney believes that the payment herein is fair and reasonable.

Whereas, Employee submitted an expense for reimbursement totaling \$1,073.74 and the State's Attorney, Robert T. Hanlon, authorized that reimbursement to Employee in accord with the standard practice and the Employee has full right to that reimbursement.

Now therefore, the Employee and Shelby County/Shelby County State's Attorney agree as follows:

- 1) The Recitals set forth above are true and correct and the parties agree that the recitals are an integral part of this Separation Agreement.
- 2) Shelby County/State's Attorney's Office agrees to pay employee the sum of Seventy Four Thousand and thirty dollars (\$74,030.00) as final pay and severance of Employee. That said payment shall be made at the time of the regular payroll on May 10, 2024 with applicable withholding or as necessary in more than one payment with regular salary and benefits taking place on May 10, 2024 and an additional payment of the balance as soon as the Treasurer of Shelby County can process the balance of the payment to Employee.
- 3) Shelby County, with the payments contemplated herein, shall pay the typical customary IMRF contribution associated with the payments contemplated herein. This Agreement does not effect Employee's claims associated with IMRF Accrual time for pension purposes.
- 4) Employee agrees that upon the payment of the amounts in paragraph 2 above, she releases Shelby County and each of its officers and employees from any and all liability

related to salary claims that she has against Shelby County, The State's Attorney, and the State's Attorney's office.

- 5) That should Shelby County fail to make the payments set forth in this agreement, the respective parties agree that any licensed attorney may confess judgment in favor of Employee in an amount equal to twice the payment required in paragraph 2 above. That the premium of an additional sum of \$74,030 only accrues if Shelby County fails to make the payment shown herein of \$74,030 Before May 15, 2024. And is reasonably calculated to compensate employee for the breach of Shelby County. The Parties agree that this provision is a material term of this agreement.
- 6) The parties agree that if a term of this separation agreement is ambiguous it shall be construed against Shelby County.
- 7) The parties agree that if Employee files suit to recover any amount due under this agreement, Shelby County will pay Employee's Attorney fees and costs of suit as actually incurred at the employee's attorney's regular rate using the Lodestar method.

Agreed



Shelby County State's Attorney/Shelby County by its State's Attorney



Employee (Denise Ambroziak)