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2012 IL App (3d) 120048-U

Order filed November 14, 2012

IN THE
APPELLATE COURT OF ILLINOIS
THIRD DISTRICT
A.D., 2012

ADRIENNE ERICKSON,)	Appeal from the Circuit Court
)	of the 13th Judicial Circuit,
Plaintiff-Appellant,)	LaSalle County, Illinois,
)	
v.)	Appeal No. 3-12-0048
)	Circuit No. 10-L-147
THE COUNTY OF LASALLE,)	
)	Honorable
Defendant-Appellee.)	Joseph Hettel,
)	Judge, Presiding.

JUSTICE McDADE delivered the judgment of the court.
Justices Wright and Lytton concurred in the judgment.

ORDER

- ¶ 1 Held: Where an employment contract expressly states that an employee is an at will employee “notwithstanding any of the foregoing provision[s]” found in the contract, the fact that the contract also provides a specific salary for a fixed term of employment does not render the contract ambiguous.
- ¶ 2 Plaintiff, Adrienne Erickson, sued defendant, LaSalle County, her former employer, alleging that defendant wrongfully terminated her employment in violation of the terms of a resolution passed by defendant. The trial court dismissed plaintiff’s complaint with prejudice,

finding plaintiff was an employee terminable at will. We affirm.

¶ 3

FACTS

¶ 4 On April 13, 2006, defendant hired plaintiff for a period of two and a half years. On November 21, 2008, defendant passed a resolution re-hiring plaintiff. The resolution provided, in pertinent part:

“NOW THEREFORE, BE IT RESOLVED by the
LaSalle County Board that Adrienne Erickson be rehired as
LaSalle County Nursing Home Administrator for three year term
beginning December 1, 2008 and expiring November 30, 2011 and
that her salary be set at the following sum for the period indicated:

December 1, 2008 to November 30, 2009	\$79,222.45
December 1, 2009 to November 30, 2010	\$81,599.12
December 1, 2010 to November 30, 2011	\$84,047.09

* * *

BE IT FURTHER RESOLVED that notwithstanding any
of the foregoing provisions of this Resolution, the employment of
Adrienne Erickson shall be deemed for all purposes to be
employment at will, and such employment shall be subject to all
existing and future employment policies of the County of LaSalle.”

¶ 5 On September 11, 2009, defendant terminated plaintiff’s employment. Plaintiff was not informed of the reasons for her termination. Plaintiff subsequently filed a complaint alleging that defendant wrongfully terminated her employment in violation of the terms of the resolution.

¶ 6 Defendant filed a motion to dismiss, which the trial court granted. In granting defendant’s motion, the trial court rejected plaintiff’s argument that the three-year term of employment provision rendered the resolution ambiguous. Specifically, the court stated:

“[W]hat they’re stating in that respect is if you work for me from December 1, 2008, to November 30, 2009, I am going to pay you \$79,222.45. And if you work for me from December 1, 2009, to November 30, 2010, I am going to pay X amount of dollars and so on. And that is a proclamation in this Resolution. I do not believe that that creates an ambiguity.”

¶ 7 ANALYSIS

¶ 8 The sole issue on appeal is whether the trial court erred in dismissing plaintiff’s wrongful termination complaint. Both the interpretation of a contract and the grant or denial of a motion to dismiss are questions of law, which we review *de novo*. *Dowling v. Chicago Options Associates, Inc.*, 226 Ill. 2d 277, 285 (2007), *Wakulich v. Mraz*, 203 Ill. 2d 223, 228 (2003).

¶ 9 Plaintiff contends that the resolution’s three-year term of employment provision creates a latent ambiguity when viewed in conjunction with the resolution’s “at-will” provision. We disagree. It is axiomatic that a contract must be read as a whole, giving effect to all of its provisions. *J.M. Process Systems, Inc. v. W.L. Thompson Electric Co.*, 218 Ill. App. 3d 350, 354 (1991). Relevant here, the resolution contains the following provision:

“**BE IT FURTHER RESOLVED** that notwithstanding any of the foregoing provisions of this Resolution, the employment of Adrienne Erickson shall be deemed for all purposes to be

employment at will.”

¶ 10 The above provision clearly and unambiguously manifests an intent to ensure plaintiff has no enforceable contractual right to employment. The three-year term of employment provision does not render it ambiguous. We emphasize that plaintiff’s “at will” status applies “notwithstanding any of the foregoing provisions of this Resolution.” Like the trial court, we find the three-year term of employment provision, when read in conjunction with the remaining provisions of the Resolution, merely identifies how much compensation plaintiff would receive if she worked through each defined time-period. The resolution unambiguously defines plaintiff’s compensation and employment status.

¶ 11 In coming to this conclusion, we reject plaintiff’s request to consider the “conduct of the parties” in an attempt to determine the intent of the parties. Where the terms of a contractual release are clear and explicit, a reviewing court must enforce them as written. *Fuller Family Holdings, LLC v. Northern Trust Co.*, 371 Ill. App. 3d 605, 614 (2007). Under the “parol evidence rule,” extrinsic evidence is inadmissible to vary or modify the unambiguous provisions of a written contract. *Evans v. Lima Lima Flight Team, Inc.*, 373 Ill. App. 3d 407, 413 (2007).

¶ 12 For the foregoing reasons, we affirm the trial court’s judgment.

¶ 13 Affirmed.