

Dane County Contract Cover Sheet

Revised 06/2021

RES 200
Significant

Dept./Division	Medical Examiner		
Vendor Name	Christopher Ramos, MD	MUNIS #	32337
Brief Contract Title/Description	Employee Services Agreement for Deputy Medical Examiner		
Contract Term	July 10, 2022 - July 9, 2027		
Contract Amount	\$ 1,250,000.00		

Contract # Admin will assign	14468
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Barry E. Irmen	Name	Christopher Ramos, MD
Phone #	608-284-6000	Phone #	315-418-5397
Email	irmen@countyofdane.com	Email	Christopher.ramos@med.wmich.edu
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org: MEDEXAM	Obj: 10009	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	200
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Barry E. Irmen	<small>Digitally signed by Barry E. Irmen Date: 2021 09 30 15:59:17 -05'00'</small>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>Carlos Pabellon</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/4/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Monday, October 4, 2021 11:49 AM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14468
Attachments: 14468.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/4/2021 12:03 PM	Approve: 10/4/2021 12:07 PM
	Pabellon, Carlos	Read: 10/4/2021 11:57 AM	Approve: 10/4/2021 2:45 PM
	Patten (Purchasing), Peter		Approve: 10/7/2021 8:21 AM
	Lowndes, Daniel	Read: 10/4/2021 3:07 PM	Approve: 10/4/2021 3:12 PM
	Stavn, Stephanie	Read: 10/4/2021 12:03 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14468
Department: Medical Examiner
Vendor: Christopher Ramos MD
Contract Description: Deputy Medical Examiner Employment Services Agreement (Res 200)
Contract Term: 7/10/22 – 7/9/27
Contract Amount: \$1,250,000

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

2021 RES-200

CONFIRMING THE APPOINTMENT OF CHRISTOPHER RAMOS AS
DEPUTY MEDICAL EXAMINER

A candidate has been selected to serve as a Deputy Medical Examiner. An employment agreement setting forth the terms and conditions of employment has been negotiated with Christopher Ramos, MD. The appointment requires confirmation by the County Board.

NOW, THEREFORE, BE IT RESOLVED that the County Executive is hereby authorized to execute on the behalf of Dane County an Employment Services Agreement with Christopher Ramos, MD to serve as Deputy Medical Examiner for a five-year period ending July 9, 2027 with a beginning base salary of \$250,000.00.

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COUNTY OF DANE
Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Dane (hereinafter referred to as "EMPLOYER") and Christopher Ramos, M.D. (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS, EMPLOYER whose address is c/o County Executive, 421 City-County Building, Madison, WI 53703, desires to obtain the services of EMPLOYEE to serve as EMPLOYER's Deputy Medical Examiner; and

WHEREAS, EMPLOYEE, whose current address is [REDACTED] is willing to serve as EMPLOYER's Deputy Medical Examiner after the completion of their fellowship; and

WHEREAS, EMPLOYEE is in a fellowship program in forensic pathology at the Western Michigan University Homer Stryker, MD School of Medicine ("Fellowship") and participating in the Fellowship will incur various expenses;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS. Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the Chief Medical Examiner or designee. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services. EMPLOYER reserves to the Chief Medical Examiner the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the Chief Medical Examiner or designee.

2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this Agreement, to the level of satisfaction that the Chief Medical Examiner may reasonably require.

3. DUTIES OF EMPLOYEE; JOB DESCRIPTION. The duties of EMPLOYEE shall include, but not be limited to, those expressly stated or implied in the attached and hereby incorporated job description for the position, as may be revised from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the Chief Medical Examiner as set forth in paragraph 1 hereof.

4. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.

51 **5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE AND MEDICAL EXAMINER.**
52 The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders,
53 directives, or rules of the County Executive and Chief Medical Examiner or designee.
54

55 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years,
56 commencing at 12:01 a.m. on July 10, 2022 and expiring as of 11:59 p.m. on July 9, 2027 ("Term"), unless
57 earlier terminated under other provisions of this Agreement or by operation of law.
58

59 **7. NONRENEWAL OF AGREEMENT.** At its expiration, this Agreement shall not be considered
60 renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's
61 intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3)
62 months advance written notice of the intent not to renew this Agreement, provided, however, that failure to
63 give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond
64 the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been
65 introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-month
66 basis for a period not to exceed 3 months, pending county board action on the resolution.
67

68 **8. EMPLOYEE'S RESPONSIBILITIES; SPECIAL CONDITIONS.** EMPLOYEE agrees that employment
69 under this Agreement is contingent on the following conditions:
70

- 71 a. Successful completion of the Fellowship by July 1, 2022
- 72 b. Board Certification in Forensic Pathology by the American Board of Pathology by July 10,
73 2024.
74

75 Failure to meet the foregoing conditions may lead to the termination of this Agreement pursuant to
76 paragraph 33.
77

78 **9. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all times
79 observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or
80 other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to
81 avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities
82 of public officials. During normal work hours, EMPLOYEE shall at all times devote all of EMPLOYEE's
83 time, attention, knowledge and skills solely to the interests of the EMPLOYER and EMPLOYEE shall never
84 use EMPLOYEE's position or confidential information gained in such position for EMPLOYEE's personal
85 gain, either directly or indirectly.
86

87 **10. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at
88 any time or in any manner, either during the term of this Agreement or thereafter, either directly or indirectly
89 divulge, disclose or communicate to any person any confidential information gained in the performance of
90 his duties except as otherwise required or compelled by law.
91

92 **11. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain
93 in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive employ"
94 shall not be construed to prohibit occasional teaching, writing or consulting which is performed on
95 EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval
96 of the Chief Medical Examiner.
97

98 **12. EMPLOYEE'S RESPONSIBILITIES; LOCATION.** EMPLOYEE shall perform their duties of
99 employment in Brown County, WI. In its sole discretion, EMPLOYER may require that such duties be
100 performed in Dane County, Wisconsin if necessary.
101

102 **13. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45 a.m.
103 to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a
104 condition of employment, a job to perform and shall work such hours and days, including weekends, as

105 are necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to
106 organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
107

108 **14. EVALUATION AND GOALS.** At least annually, the Chief Medical Examiner or his or her designee
109 shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both
110 EMPLOYEE and EMPLOYER.
111

112 **15. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the
113 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in
114 advance by statute, ordinance, or express written consent of EMPLOYER.
115

116 **16. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay EMPLOYEE,
117 and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct
118 compensation at a rate equivalent to \$250,000 per year. The base compensation rates during the life of
119 this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 17.
120

121 **17. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to
122 time, and at least annually on the date of the review referenced in paragraph 14, in the exercise of his or
123 her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical
124 Examiner may grant a merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base
125 compensation. Merit increases may be revoked or decreased by the County Executive in his or her
126 discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of
127 the date granted, any such percentage increase shall have the effect of increasing the base compensation
128 in the succeeding years of the term of this Agreement. During the term of this Agreement, base
129 compensation may be decreased, at the discretion of the County Executive, only upon a determination of
130 poor performance or upon reassignment to another, less responsible position (as determined by the County
131 Executive), provided that such decrease shall not cause the base compensation rate to be less than 80%
132 of the base compensation specified in paragraph 16 above.
133

134 **18. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
135 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to
136 EMPLOYEE.
137

138 **19. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision
139 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service appointment
140 at any time during the term of this Agreement or one year thereafter, EMPLOYEE shall be awarded
141 longevity credits for all service under this and prior agreements, and EMPLOYEE's wages and benefits as
142 a civil service employee shall reflect such credits. This section shall not be construed to authorize longevity
143 pay during the term of this or any prior agreement or any extension or renewal thereof, nor shall longevity
144 credits awarded under this section be construed to affect benefits or pay during the term of this or any prior
145 agreement or any renewal or extension thereof.
146

147 **20. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall
148 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance
149 with Dane County Ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE
150 complies with all applicable provisions of law and Dane County ordinances prior to incurring or claiming
151 reimbursement for such expenses. It is expressly understood that prior approval of the Chief Medical
152 Examiner is required for attendance at conferences held outside of Wisconsin and that attendance is further
153 subject to the rules, regulations and ordinances applicable to managerial employees employed under
154 EMPLOYER's civil service ordinance.
155

156 **21. COMPENSATION OF EMPLOYEE; MOVING EXPENSES.** EMPLOYER shall reimburse
157 EMPLOYEE a sum not to exceed \$8,000, for actual expenses incurred in relocating ██████████
158 to Green Bay, WI, including but not limited to expenses associated with moving and/or storing household
159 items; transportation expenses; and expenses associated with securing temporary housing ("Moving

160 Expenses"). EMPLOYEE agrees to provide evidence of expenses incurred in order for EMPLOYER to
161 determine the appropriate amount. Such an amount shall be paid to EMPLOYEE as direct compensation,
162 subject to all necessary withholdings. If EMPLOYEE leaves this position within two (2) years from the
163 start of the Term, EMPLOYEE shall reimburse EMPLOYER all sums received pursuant to this paragraph.
164 EMPLOYEE agrees that such reimbursement may result in EMPLOYER withholding the amount of the
165 Moving Expenses from any pay due to EMPLOYEE upon termination of the Agreement. EMPLOYEE also
166 agrees that if EMPLOYER has to engage a third-party debt collection service or an attorney to enforce the
167 collection of the Moving Expenses, EMPLOYEE shall pay all costs of collection and litigation, including
168 reasonable attorney fees.

169
170 **22. COMPENSATION OF EMPLOYEE: FELLOWSHIP EXPENSES.** As an additional incentive,
171 EMPLOYER shall advance to EMPLOYEE \$15,000 to be used exclusively for EMPLOYEE's ordinary,
172 reasonable and necessary medical education/training expenses associated with EMPLOYEE's
173 participation in the Fellowship ("Fellowship Expenses"). EMPLOYEE shall receive this amount as direct
174 compensation, subject to all necessary withholdings and at the rate of \$1,875.00 per month, beginning on
175 December 1, 2021 and continuing through July 1, 2022. If EMPLOYEE terminates this Agreement or
176 leaves their position prior to July 9, 2027, EMPLOYEE shall reimburse EMPLOYER all sums received
177 pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result in EMPLOYER
178 withholding the amount of the Fellowship Expenses from any pay due to EMPLOYEE upon termination of
179 the Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-party debt collection
180 service or an attorney to enforce the collection of the Fellowship Expenses, EMPLOYEE shall pay all costs
181 of collection and litigation, including reasonable attorney fees.

182
183 **23. COMPENSATION OF EMPLOYEE; STUDENT LOAN REPAYMENT BENEFIT.** As further
184 incentive, EMPLOYER shall provide up to \$50,000 a calendar year during the Term to be used exclusively
185 for student loan repayment ("Student Loan Repayment"). In order to receive this benefit, EMPLOYEE must
186 provide EMPLOYER with a statement or other paperwork demonstrating that EMPLOYEE has borrowed
187 student loans from a recognized student loan lender for the purpose of completing their medical degree
188 and the total loan amount. Such paperwork must be delivered to EMPLOYER thirty (30) days prior to the
189 Term. Once EMPLOYEE is confirmed to be eligible, they shall receive \$4,166.66 as direct compensation,
190 subject to all necessary withholdings for each remaining month of the Term. If EMPLOYEE leaves their
191 position before the end of the Term, EMPLOYEE shall reimburse EMPLOYER all sums received pursuant
192 to this paragraph. EMPLOYEE agrees that such reimbursement may result in EMPLOYER withholding the
193 total amount of Student Loan Repayment from any pay due to EMPLOYEE upon termination of the
194 Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-party debt collection service
195 or an attorney to enforce the collection of the Student Loan Repayment, EMPLOYEE shall pay all costs of
196 collection and litigation, including reasonable attorney fees.

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198
199 **24. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
200 Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe
201 benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the
202 same terms as these are made available to non-represented managerial and professional employees of
203 EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;
204 EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin retirement system; paid vacation;
205 regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave; disability
206 income protection; payment of full salary while on jury duty or active military service, in accordance with
207 county ordinances; worker's compensation coverage; and unemployment compensation coverage.
208 EMPLOYEE's continued receipt of such benefits during the term of this Agreement, and any continuation
209 of employment under paragraph 7, shall be subject to changes which are made generally applicable to
210 other non-represented managerial and professional employees of EMPLOYER, excluding those who are
211 under an employment agreement.
212

213 **25. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for
214 any partial calendar year.
215

216 **26. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability shall
217 be subject to the rules and requirements applicable to Dane County civil service-covered managerial
218 employees generally.
219

220 **27. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
221 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated
222 as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the
223 Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security
224 and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's
225 deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
226

227 **28. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for
228 and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of
229 this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this Agreement is in
230 effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to
231 cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or EMPLOYEE's
232 surviving spouse, all to the extent and in the manner available to non-represented civil service employees.
233 It is understood that, for purposes of calculating the hourly equivalency of an annual salary, the figure of
234 2080 hours per year will be used.
235

236 **29. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**
237 This Agreement may be terminated by EMPLOYEE on six (6) months' written notice to the Chief Medical
238 Examiner in order to satisfactorily address recruitment and transition needs. Any such notice, once
239 accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual agreement
240 of the parties. The fact that the County Executive or the Chief Medical Examiner has asked EMPLOYEE
241 for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
242 the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid
243 immediately upon resignation as long as proper notice was provided. If the resignation is requested by the
244 County Executive or the Chief Medical Examiner, the severance pay provisions of paragraph 33 shall be
245 applicable. No severance pay shall be payable in the event of a resignation not requested by the County
246 Executive or the Chief Medical Examiner.
247

248 **30. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**
249 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may be
250 suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the Chief
251 Medical Examiner. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have
252 no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to
253 and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by
254 EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set
255 forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by
256 EMPLOYER or any representative of EMPLOYER.
257

258 **31. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR**
259 **DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner and be
260 accomplished by the Chief Medical Examiner or designee.
261

262 **32. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of EMPLOYEE's
263 employment under this Agreement shall constitute a period of probation. If the EMPLOYER terminates this
264 Agreement or if EMPLOYEE resigns at the request of the Chief Medical Examiner during the twelve (12)
265 month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 33.
266

267 **33. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
268 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
269 shall receive as severance pay a sum of money equal to three (3) months of base compensation at the
270 rate then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
271 resigns or is terminated for EMPLOYEE's commission of (i) any crime, under either federal or Wisconsin
272 law, (ii) any form of misconduct in public office under any provision of Wisconsin or federal law or county
273 ordinance, or (iii.) failing to meet the conditions set forth paragraph 8. Regardless of whether severance
274 pay as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to
275 receive, and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and holiday
276 pay. EMPLOYEE shall also be entitled to continue group health, group life and dental insurance or any of
277 them, all on such terms as are available to non-represented managerial and professional employees of
278 EMPLOYER who are not under an employment agreement. Upon termination by EMPLOYER,
279 EMPLOYEE's accumulated sick leave balance shall be converted to a monetary value arrived at by
280 multiplying the number of accumulated sick hours by the hourly rate in effect at termination, and the dollar
281 amount thus arrived at will be available to EMPLOYEE for payment of premiums for continuation coverage
282 of group health insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is
283 unemployed or (b) 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from exercising
284 his option to retire as set forth in paragraph 34, below.
285

286 **34. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
287 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
288 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
289 available to non-represented Dane County managerial and professional civil service employees who
290 participate in the Wisconsin retirement system.
291

292 **35. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek
293 and obtain a Dane County civil service position, either during the term of this Agreement or within one (1)
294 year thereafter, she shall be entitled to all seniority credits (subject to union contracts, if applicable to the
295 new position) as would have been earned during the term of this Agreement if EMPLOYEE had been
296 hired into the civil service job classification from the inception of this Agreement, and shall be entitled to
297 any seniority credits from previous civil service appointment or employment. The benefits conferred upon
298 EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by
299 EMPLOYER during its term and (ii) EMPLOYEE not resigning his position Agreement (other than to
300 accept a Dane County civil service position).
301

302 **36. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
303 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to all
304 certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The
305 benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being
306 terminated by EMPLOYER during its Term and (ii) EMPLOYEE not resigning his position during the term
307 of this Agreement.
308

309 **37. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
310 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether groundless
311 or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's employment with
312 EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any such litigation, in
313 accordance with the requirements of Wis. Stat. §895.46. EMPLOYER reserves the right to compromise or
314 settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
315 EMPLOYEE consents thereto.
316

317 **38. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or transfer
318 any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood
319 EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.
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39. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this Agreement are severable from all other parts and invalidity of any part shall not operate to invalidate any other part.

40. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this Agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law. Venue for any legal proceedings shall be in the Dane County Circuit Court.

41. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this Agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures ("Effective Date"), as indicated below.

FOR EMPLOYER:

Date: _____

JOE PARISI, County Executive

BY EMPLOYEE:

Date: 9/27/2021



CHRISTOPHER RAMOS, M.D.