

Dane County Contract Cover Sheet

Revised 06/2021

RES 345
Significant

Dept./Division	Medical Examiner		
Vendor Name	Elizabeth Douglas, MD	MUNIS #	
Brief Contract Title/Description	Employee Services Agreement for Deputy Medical Examiner		
Contract Term	July 1, 2022 - June 30, 2027		
Contract Amount	\$ 1,425,000.00		

Contract # Admin will assign	14632
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	Suzanne Eskola	Name	Elizabeth Douglas
Phone #	608-284-6000	Phone #	
Email	eskola.suzanne@countyofdane.com	Email	
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 #	345
	<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
<i>Suzanne Eskola</i>

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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/10/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, February 10, 2022 12:48 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14632
Attachments: 14632_Redacted.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/10/2022 2:13 PM	Approve: 2/10/2022 2:13 PM
	Patten (Purchasing), Peter		Approve: 2/10/2022 2:07 PM
	Gault, David	Read: 2/10/2022 1:43 PM	Approve: 2/10/2022 1:44 PM
	Lowndes, Daniel	Read: 2/10/2022 1:01 PM	Approve: 2/10/2022 1:00 PM
	Stavn, Stephanie	Read: 2/11/2022 8:05 AM	
	Oby, Joe		

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

Contract #14632
Department: Medical Examiner
Vendor: Dr. Elizabeth Douglas MD
Contract Description: Employment Services Agreement (Res 345)
Contract Term: 7/1/22 – 6/30/27
Contract Amount: \$1,425,000.00

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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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2
3 **2021 RES-345**

4 **APPROVING DR. ELIZABETH DOUGLAS AS A DEPUTY MEDICAL EXAMINER**

5 The Dane County Medical Examiner's Office has a vacant Deputy Chief Medical Examiner
6 position, position #2904. This role was previously filled by Dr. Rogalska, who is now serving as
7 the Chief Medical Examiner for Dane County. The Medical Examiner's Office would like to use
8 the vacancy to staff the office with an additional Deputy Medical Examiner / Forensic
9 Pathologist.

10
11 Accordingly, the Medical Examiner's Office is requesting to reclassify this position from a
12 Deputy Chief Medical Examiner to a Deputy Medical Examiner position. Employee Relations has
13 reviewed this request and is recommending the position be reclassified. A reclassification on a
14 vacant position requires County Board approval.

15
16 Additionally, the Medical Examiner's Office has negotiated an Employment Services Agreement
17 with Dr. Douglas to serve as a Deputy Medical Examiner. The agreement sets forth the terms
18 and condition of employment. The appointment requires confirmation by the County Board.

19
20 **NOW, THEREFORE BE IT RESOLVED** that position number #2904 is reclassified from a
21 Deputy Chief Medical Examiner to a Deputy Medical Examiner and the position is approved to
22 be filled.

23
24 **BE IT FURTHER RESOLVED** that the County Executive is authorized to execute an agreement
25 with Dr. Elizabeth Douglas to serve as a Deputy Medical Examiner for with a five year term with
26 a starting salary of \$285,000, subject to any cost of living increases granted to unrepresented
27 managerial employees.

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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 Elizabeth A. Douglas, 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; and

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.

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

51 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years,
52 commencing at 12:01 a.m. on July 1, 2022 and expiring as of 11:59 p.m. on June 30, 2027 ("Term"), unless
53 earlier terminated under other provisions of this Agreement or by operation of law.
54

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

64 **8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all times
65 observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or
66 other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to
67 avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities
68 of public officials. During normal work hours, EMPLOYEE shall at all times devote all of EMPLOYEE's
69 time, attention, knowledge and skills solely to the interests of the EMPLOYER and EMPLOYEE shall never
70 use EMPLOYEE's position or confidential information gained in such position for EMPLOYEE's personal
71 gain, either directly or indirectly.
72

73 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at any
74 time or in any manner, either during the term of this Agreement or thereafter, either directly or indirectly
75 divulge, disclose or communicate to any person any confidential information gained in the performance of
76 his duties except as otherwise required or compelled by law.
77

78 **10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain
79 in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive employ"
80 shall not be construed to prohibit occasional teaching, writing or consulting which is performed on
81 EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval
82 of the Chief Medical Examiner.
83

84 **11. EMPLOYEE'S RESPONSIBILITIES; LOCATION.** EMPLOYEE shall perform their duties of
85 employment in Dane County, WI. In its sole discretion, EMPLOYER may require that such duties be
86 performed in Brown County, Wisconsin if necessary.
87

88 **12. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45 a.m.
89 to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a
90 condition of employment, a job to perform and shall work such hours and days, including weekends, as
91 are necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to
92 organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
93

94 **13. EVALUATION AND GOALS.** At least annually, the Chief Medical Examiner or his or her designee
95 shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both
96 EMPLOYEE and EMPLOYER.
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98 **14. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the
99 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in
100 advance by statute, ordinance, or express written consent of EMPLOYER.
101

102 **15. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay EMPLOYEE,
103 and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct
104 compensation at a rate equivalent to \$285,000 per year. The base compensation rates during the life of
105 this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 16.

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16. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From time to time, and at least annually on the date of the review referenced in paragraph 13, in the exercise of his or her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical Examiner may grant a merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base compensation. Merit increases may be revoked or decreased by the County Executive in his or her discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of the date granted, any such percentage increase shall have the effect of increasing the base compensation in the succeeding years of the term of this Agreement. During the term of this Agreement, base compensation may be decreased, at the discretion of the County Executive, only upon a determination of poor performance or upon reassignment to another, less responsible position (as determined by the County Executive), provided that such decrease shall not cause the base compensation rate to be less than 80% of the base compensation specified in paragraph 15 above.

17. COMPENSATION OF EMPLOYEE; LONGEVITY PAY. Notwithstanding any language to the contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to EMPLOYEE.

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

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

20. COMPENSATION OF EMPLOYEE; MOVING EXPENSES. EMPLOYER shall reimburse EMPLOYEE a sum not to exceed \$15,000, for actual expenses incurred in relocating ██████████ to Madison, WI, including but not limited to expenses associated with moving and/or storing household items; transportation expenses; and expenses associated with securing temporary housing ("Moving Expenses"). EMPLOYEE agrees to provide evidence of expenses incurred in order for EMPLOYER to determine the appropriate amount. Such an amount shall be paid to EMPLOYEE as direct compensation, subject to all necessary withholdings. If EMPLOYEE leaves this position within two (2) years from the start of the Term, EMPLOYEE shall reimburse EMPLOYER all sums received pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result in EMPLOYER withholding the amount of the Moving Expenses from any pay due to EMPLOYEE upon termination of the Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-party debt collection service or an attorney to enforce the collection of the Moving Expenses, EMPLOYEE shall pay all costs of collection and litigation, including reasonable attorney fees.

21. COMPENSATION OF EMPLOYEE: SIGNING BONUS. As an additional incentive, EMPLOYER shall pay EMPLOYEE a signing bonus of \$25,000. EMPLOYEE shall receive such compensation at the next regularly scheduled pay date after the start of the Term. If EMPLOYEE leaves their position within two (2) years from the effective date of this Agreement, EMPLOYEE shall reimburse EMPLOYER all sums received pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result in

161 EMPLOYER withholding the amount of the signing bonus from any pay due to EMPLOYEE upon
162 termination of the Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-party
163 debt collection service or an attorney to enforce the collection of the signing bonus, EMPLOYEE shall
164 pay all costs of collection and litigation, including reasonable attorney fees.
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167 **22. COMPENSATION OF EMPLOYEE; STUDENT LOAN REPAYMENT BENEFIT.** As further
168 incentive, EMPLOYER shall provide up to \$24,000 during the first year of the Term to be used exclusively
169 for student loan repayment ("Student Loan Repayment"). In order to receive this benefit, EMPLOYEE must
170 provide EMPLOYER with a statement or other paperwork demonstrating that EMPLOYEE has borrowed
171 student loans from a recognized student loan lender for the purpose of completing their medical degree
172 and the total loan amount. Such paperwork must be delivered to EMPLOYER thirty (30) days prior to the
173 start of the Term. Once EMPLOYEE is confirmed to be eligible, they shall receive \$2000.00 as direct
174 compensation, subject to all necessary withholdings for each month during the first year of the Term. If
175 EMPLOYEE leaves their position before the end of the Term, EMPLOYEE shall reimburse EMPLOYER all
176 sums received pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result in
177 EMPLOYER withholding the total amount of Student Loan Repayment from any pay due to EMPLOYEE
178 upon termination of the Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-
179 party debt collection service or an attorney to enforce the collection of the Student Loan Repayment,
180 EMPLOYEE shall pay all costs of collection and litigation, including reasonable attorney fees.
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183 **23. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
184 Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe
185 benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the
186 same terms as these are made available to non-represented managerial and professional employees of
187 EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;
188 EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin retirement system; paid vacation;
189 regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave; disability
190 income protection; payment of full salary while on jury duty or active military service, in accordance with
191 county ordinances; worker's compensation coverage; and unemployment compensation coverage.
192 EMPLOYEE's continued receipt of such benefits during the term of this Agreement, and any continuation
193 of employment under paragraph 7, shall be subject to changes which are made generally applicable to
194 other non-represented managerial and professional employees of EMPLOYER, excluding those who are
195 under an employment agreement.
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197 **24. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for
198 any partial calendar year.
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200 **25. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability shall
201 be subject to the rules and requirements applicable to Dane County civil service-covered managerial
202 employees generally.
203

204 **26. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
205 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated
206 as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the
207 Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security
208 and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's
209 deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
210

211 **27. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for
212 and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of
213 this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this Agreement is in
214 effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to

215 cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or EMPLOYEE's
216 surviving spouse, all to the extent and in the manner available to non-represented civil service employees.
217 It is understood that, for purposes of calculating the hourly equivalency of an annual salary, the figure of
218 2080 hours per year will be used.
219

220 **28. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**

221 This Agreement may be terminated by EMPLOYEE on six (6) months' written notice to the Chief Medical
222 Examiner in order to satisfactorily address recruitment and transition needs. Any such notice, once
223 accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual agreement
224 of the parties. The fact that the County Executive or the Chief Medical Examiner has asked EMPLOYEE
225 for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
226 the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid
227 immediately upon resignation as long as proper notice was provided. If the resignation is requested by the
228 County Executive or the Chief Medical Examiner, the severance pay provisions of paragraph 32 shall be
229 applicable. No severance pay shall be payable in the event of a resignation not requested by the County
230 Executive or the Chief Medical Examiner.
231

232 **29. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**

233 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may be
234 suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the Chief
235 Medical Examiner. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have
236 no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to
237 and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by
238 EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set
239 forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by
240 EMPLOYER or any representative of EMPLOYER.
241

242 **30. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR**
243 **DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner and be
244 accomplished by the Chief Medical Examiner or designee.
245

246 **31. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of EMPLOYEE's
247 employment under this Agreement shall constitute a period of probation. If the EMPLOYER terminates this
248 Agreement or if EMPLOYEE resigns at the request of the Chief Medical Examiner during the twelve (12)
249 month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 32.
250

251 **32. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**

252 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
253 shall receive as severance pay a sum of money equal to three (3) months of base compensation at the
254 rate then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
255 resigns or is terminated for EMPLOYEE's commission of (i) any crime, under either federal or Wisconsin
256 law, or (ii) any form of misconduct in public office under any provision of Wisconsin or federal law or county
257 ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE, upon
258 termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to EMPLOYEE, all accrued
259 but unused vacation, sabbatical and holiday pay. EMPLOYEE shall also be entitled to continue group
260 health, group life and dental insurance or any of them, all on such terms as are available to non-represented
261 managerial and professional employees of EMPLOYER who are not under an employment agreement.
262 Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to a
263 monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate in effect
264 at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for payment of
265 premiums for continuation coverage of group health insurance and group dental insurance for the shorter
266 of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in this paragraph shall preclude the
267 EMPLOYEE from exercising his option to retire as set forth in paragraph 33, below.
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33. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE. If this Agreement is terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are available to non-represented Dane County managerial and professional civil service employees who participate in the Wisconsin retirement system.

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

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

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

37. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.

38. 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.

39. 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.

40. 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.

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FOR EMPLOYER:

Date: _____

JOE PARISI, County Executive

BY EMPLOYEE:

Date: 01/25/2022

Elizabeth A. Douglas MD

ELIZABETH A. DOUGLAS, M.D.