

# Dane County Contract Cover Sheet

Revised 06/2021

Res 299  
Significant

<b>Dept./Division</b>	Administration/Admin		
<b>Vendor Name</b>	Agnieszka Rogalska	<b>MUNIS #</b>	25213
<b>Brief Contract Title/Description</b>	Employment Service Agreement to serve as the Chief Medical Examiner		
<b>Contract Term</b>	Indefinite		
<b>Contract Amount</b>	\$ 331,780.80		

<b>Contract #</b> Admin will assign	14589
<b>Type of Contract</b>	
<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	
<b>Name</b>	Nick Bubb	<b>Name</b>	Dr. Agnieszka Rogalska
<b>Phone #</b>	608-266-8477	<b>Phone #</b>	608-284-6000
<b>Email</b>	bubb.nicholas@countyofdane.com	<b>Email</b>	rogalska.agnieszka@countyofdane.com
<b>Purchasing Officer</b>	n/a		

<b>Purchasing Authority</b>	<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)	<b>RFB/RFP #</b>
	<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	



<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Year</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<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.

<b>Resolution Required if contract exceeds \$100,000 (\$40,000 PW)</b>	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	<b>Res #</b>	299
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		<b>Year</b>
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
	Digitally signed by Bubb, Nicholas Date: 2021.12.20 16:03:57 -06'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 12/20/21	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, December 21, 2021 4:07 PM  
**To:** Hicklin, Charles; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #14589  
**Attachments:** 14589\_Redacted.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 12/23/2021 1:40 PM	Approve: 12/23/2021 1:40 PM
	Patten (Purchasing), Peter		
	Gault, David	Read: 12/21/2021 4:43 PM	
	Lowndes, Daniel	Read: 12/21/2021 4:17 PM	
	Stavn, Stephanie	Read: 12/21/2021 4:25 PM	
	Oby, Joe		

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

Contract #14589  
Department: Administration  
Vendor: Dr Agnieszka Rogalska  
Contract Description: Employment Services Agreement (Res 299)  
Contract Term: indefinite  
Contract Amount: \$331,780/yr

### *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.

## Goldade, Michelle

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**From:** Patten (Purchasing), Peter  
**Sent:** Wednesday, December 22, 2021 6:42 AM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14589

## Goldade, Michelle

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**From:** Gault, David  
**Sent:** Tuesday, December 21, 2021 4:45 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14589

## Goldade, Michelle

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**From:** Lowndes, Daniel  
**Sent:** Tuesday, December 21, 2021 4:28 PM  
**To:** Goldade, Michelle  
**Subject:** Approve: Contract #14589

2021 RES-299

APPROVING DR. AGNIESZKA ROGALSKA AS THE CHIEF MEDICAL EXAMINER FOR DANE COUNTY

After many years of leadership for the Dane County Medical Examiner’s Office, Dr. Tranchida has decided to scale back his role with Dane County. Dr. Tranchida will transition to a new role as Deputy Medical Examiner. Accordingly, Dane County needs a new individual to serve as Chief Medical Examiner.

The County Executive has selected Dr. Agnieszka Rogalska to serve as the Chief Medical Examiner. Dr. Rogalska is currently the Deputy Chief Medical Examiner for Dane County.

An Employment Service Agreement for Dr. Rogalska to serve as the Dane County Chief Medical Examiner has been negotiated. The agreement sets forth the terms and condition of employment. The appointment requires confirmation by the County Board.

**NOW, THEREFORE BE IT RESOLVED** that the County Executive and the County Clerk are authorized to execute agreements with Dr. Agnieszka Rogalska to serve as Chief Medical Examiner for Dane County with a starting salary of \$331,780.80, subject to any cost of living increases granted to unrepresented managerial employees.

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# COUNTY OF DANE

## Terms of Employment

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into as of December 16, 2021 by and between the County of Dane ("EMPLOYER"), and Agnieszka Rogalska, M.D. ("EMPLOYEE")

**WHEREAS**, EMPLOYER, whose address is: 210 Martin Luther King Jr., Blvd., Madison, Wisconsin 53703, desires to obtain the services of EMPLOYEE to serve as the Chief Medical Examiner of the Dane County Medical Examiner's Office; and

**WHEREAS**, EMPLOYEE, whose current address is [REDACTED] and is able and willing to serve as the Chief Medical Examiner of the Dane County Medical Examiner's Office;

**WHEREAS**, it is in the interests of EMPLOYER and EMPLOYEE that the terms of employment be set forth in writing;

**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 County Executive. 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 that provide similar services. EMPLOYER reserves to the County Executive the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Executive.
2. **TERM.** The term of employment hereunder shall commence on January 16, 2022, and be indefinite, unless terminated by either party.
3. **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 County Executive may reasonably require.
4. **DUTIES OF EMPLOYEE; JOB DESCRIPTION.** The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the attached 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 County Executive, as set forth in paragraph 1 hereof.
5. **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.
6. **DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE.** 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.

- 55 | **7. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all  
56 | times observe and comply with all ethical obligations imposed or required by constitution, statute,  
57 | ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in  
58 | such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with  
59 | the duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at  
60 | all times devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of  
61 | the EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential  
62 | information gained in such work position for EMPLOYEE's personal gain, either directly or  
63 | indirectly.  
64 |
- 65 | **8. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at  
66 | any time or in any manner, either during the term of this Agreement or thereafter, either directly or  
67 | indirectly divulge, disclose or communicate to any person any confidential information gained in  
68 | the performance of his duties except as otherwise required or compelled by law.  
69 |
- 70 | **9. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to  
71 | remain in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term  
72 | "exclusive employ" shall not be construed to prohibit occasional teaching, writing, or consulting  
73 | which is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job  
74 | performance, subject to prior approval of the County Executive.  
75 |
- 76 | **10. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45  
77 | a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE  
78 | shall have as a condition of employment a job to perform and shall work such hours as are  
79 | necessary to accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to  
80 | organize EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's  
81 | workload. EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less  
82 | allowances for holiday and vacation usage.  
83 |
- 84 | **11. EVALUATION AND GOALS.** At least annually, the County Executive or his or her designee  
85 | shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for  
86 | both EMPLOYEE and EMPLOYER.  
87 |
- 88 | **12. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have  
89 | the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly  
90 | authorized in advance by statute, ordinance, or express written consent of EMPLOYER.  
91 |
- 92 | **13. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay  
93 | EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's  
94 | services, direct compensation at a rate equivalent to \$331,780.80 per year, the same being  
95 | prorated for any partial calendar year and payable in equal biweekly payments. The base  
96 | compensation rate during the life of this Agreement shall not be less than that stated in this  
97 | paragraph except as otherwise provided in this Agreement. Should the Medical Examiner's  
98 | Office be consolidated with or subsumed by any other county department during the term of this  
99 | Agreement and the job duties of the EMPLOYEE be increased or otherwise altered as a result,  
100 | the compensation of the EMPLOYEE will be renegotiated.  
101 |
- 102 | **14. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time  
103 | to time, and at least annually, in the exercise of his or her discretion, and subject to adequate  
104 | funding, the County Executive may grant a merit increase to EMPLOYEE, as a percentage of the  
105 | EMPLOYEE's base compensation. Merit increases may be revoked or decreased by the County  
106 | Executive, in his or her discretion. Once granted, and if not revoked or decreased by the County  
107 | Executive within 12 months of the date granted, any such percentage increase shall have the  
108 | effect of increasing the base compensation in the succeeding years of the term of this  
109 | Agreement. During the term of this Agreement, base compensation may be decreased, at the



110 discretion of the County Executive, only upon a determination of poor performance or upon  
111 reassignment to another, less responsible position (as determined by the County Executive),  
112 provided that such decrease shall not cause the base compensation rate to be less than 80% of  
113 the base compensation specified in paragraph 13 above.  
114

115 **15. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the  
116 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be  
117 paid to EMPLOYEE.  
118

119 **16. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision  
120 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service  
121 appointment at any time during the term of this Agreement or one year thereafter, EMPLOYEE  
122 shall be awarded longevity credits for all service under this and prior agreements as well as any  
123 longevity credits earned from previous civil service appointment, and EMPLOYEE's wages and  
124 benefits as a civil service employee shall reflect such credits. This section shall not be construed  
125 to authorize longevity pay during the term of this or any prior agreement or any extension or  
126 renewal thereof, nor shall longevity credits awarded under this section be construed to affect  
127 benefits or pay during the term of this or any prior agreement or any renewal or extension thereof.  
128

129 **17. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall  
130 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in  
131 accordance with Dane County Ordinances and regulations on reimbursement of expenses,  
132 provided that EMPLOYEE complies with all applicable provisions of law and Dane County  
133 ordinances prior to incurring or claiming reimbursement for such expenses. It is expressly  
134 understood that prior approval of the County Executive is required for attendance at conferences  
135 held outside of Wisconsin and that attendance is further subject to the rules, regulations and  
136 ordinances applicable to managerial employees employed under EMPLOYER's civil service  
137 ordinance.  
138

139 **18. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this  
140 Agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall  
141 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances  
142 of EMPLOYER, on the same terms as these are made available to other managerial and  
143 professional employees of EMPLOYER. At present, these include group health insurance; dental  
144 insurance; life insurance; EMPLOYER-paid contributions of EMPLOYER's share of the Wisconsin  
145 retirement system; paid vacation; paid parental leave; regularly scheduled county holidays;  
146 personal holidays; unpaid leaves of absence; sick leave; disability income protection; payment of  
147 full salary while on jury duty or active military service in accordance with county ordinances;  
148 worker's compensation coverage; and unemployment compensation coverage. EMPLOYEE's  
149 continued receipt of such benefits during the term of this Agreement shall be subject to changes  
150 which are made generally applicable to other managerial and professional employees of  
151 EMPLOYER, excluding those who are under an employment agreement.  
152

153 **19. VACATION.** EMPLOYEE shall receive the number of vacation hours that are provided to other  
154 managerial employees not under an employment agreement who have years of service equal to  
155 the years of service of EMPLOYEE. Prior civil service and time under this Agreement shall both  
156 be included in calculating EMPLOYEE's years of service, provided that in any event EMPLOYEE  
157 shall receive no less than the number of weeks of vacation, on an annual basis, to which they are  
158 entitled at the time they execute this Agreement. In addition to the foregoing number of weeks of  
159 vacation, EMPLOYEE shall also receive one hundred and twenty (120) vacation hours annually,  
160 the same being prorated for any partial calendar year. Notwithstanding any other provision of this  
161 Agreement to the contrary, Employee may elect to convert no more than one hundred and twenty  
162 (120) vacation hours to a cash equivalent payable to EMPLOYEE at EMPLOYEE's rate of hourly  
163 pay at the time of the conversion, provided that EMPLOYEE does so prior to the end of each  
164 payroll year.

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- 20. **SABBATICAL LEAVE ACCOUNT.** In the event EMPLOYEE's sabbatical leave account reaches the maximum allowed to managerial employees, EMPLOYEE shall be allowed to continue to contribute up to an additional one hundred and twenty (120) hours of vacation hours per year to her sabbatical leave account.
- 21. **DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability shall be subject to the rules and requirements applicable to Dane County civil service-covered managerial employees generally.
- 22. **COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
- 23. **TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of this Agreement, or if EMPLOYEE should die while this Agreement is in effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or EMPLOYEE's surviving spouse, all to the extent and in the manner available to non-represented civil service employees. It is understood that, for purposes of calculating the hourly equivalency of an annual salary, the figure of 2080 hours per year will be used.
- 24. **TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.** This Agreement may be terminated by EMPLOYEE on a six-month written notice to the County Executive. Any such notice, once accepted by the County Executive, may not be withdrawn or rescinded except by mutual agreement of the parties. The fact that the County Executive has asked EMPLOYEE for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by, the County Executive. Accrued but unused vacation and holiday time, sabbatical time, wellness hours and Wisconsin Retirement Leave shall be paid immediately upon resignation. If the resignation is requested by the County Executive, the severance pay provisions of paragraph 27 shall be applicable. No severance pay shall be payable in the event of a resignation not requested by the County Executive.
- 25. **TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement, may be suspended by the County Executive at any time, in the sole discretion of the County Executive. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
- 26. **TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the County Executive and be accomplished by the County Executive.
- 27. **TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY TERMINATION.** In the event EMPLOYER terminates this Agreement, EMPLOYEE shall receive

220 as severance pay a sum of money equal to three (3) months of base compensation at the rate  
221 then in effect. Severance pay of up to six (6) months of base compensation at the rate then in  
222 effect may be paid if mutually agreed by EMPLOYEE and the County Executive. Severance pay  
223 shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily resigns or is terminated  
224 for EMPLOYEE's commission of either (i) any crime, under either federal or Wisconsin law, or (ii)  
225 any form of misconduct in public office under any provision of Wisconsin or federal law or county  
226 ordinance. Regardless of whether severance pay as defined herein is available to EMPLOYEE,  
227 upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to  
228 EMPLOYEE, all accrued but unused vacation and holiday pay, sabbatical time, wellness hours  
229 and Wisconsin Retirement Leave. EMPLOYEE shall also be entitled to continue group health,  
230 group life and dental insurance or any of them, all on such terms as are available to other  
231 managerial and professional employees of EMPLOYER who are not under an employment  
232 agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance  
233 shall be converted to a monetary value arrived at by multiplying the number of accumulated sick  
234 hours by the hourly rate in effect at termination, and the dollar amount thus arrived at will be  
235 available to EMPLOYEE for payment of premiums for continuation coverage of group health  
236 insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is unemployed  
237 or (b) 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from exercising his  
238 option to retire as set forth below.  
239

- 240 **28. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is  
241 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the  
242 EMPLOYEE shall, prior to the effective date of the termination, be allowed to retire and receive  
243 those benefits as are available to non-represented Dane County managerial and professional civil  
244 service employees who participate in the Wisconsin retirement system.  
245
- 246 **29. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek  
247 and obtain a Dane County civil service position during the term of this Agreement they shall be  
248 entitled to all seniority credits (subject to union contracts, if applicable to the new position) as  
249 would have been earned during the term of this Agreement if EMPLOYEE had been hired into the  
250 civil service job classification from the inception of this Agreement, and shall be entitled to any  
251 seniority credits from previous civil service appointment or employment. The benefits conferred  
252 upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated  
253 by EMPLOYER during its term and (ii) EMPLOYEE not resigning his position during the term of  
254 his Agreement (other than to accept a Dane County civil service position).  
255
- 256 **30. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER  
257 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether  
258 groundless or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's  
259 employment with EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in  
260 any such litigation, in accordance with the requirements of Wis. Stat. § 895.46. EMPLOYER  
261 reserves the right to compromise or settle any such litigation in any fashion deemed  
262 advantageous to EMPLOYER, regardless of whether EMPLOYEE consents thereto.  
263
- 264 **31. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or  
265 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is  
266 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties  
267 and obligations.  
268
- 269 **32. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable  
270 from all other parts and invalidity of any part shall not operate to invalidate any other part.  
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- 272 **33. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly  
273 understood and agreed that in the event of any dispute between the parties, arising under this

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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.

**34. 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, as indicated below.

**FOR EMPLOYER:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Joe Parisi, County Executive

**BY EMPLOYEE:**

Date: 12/20/21

\_\_\_\_\_  
AGNIESZKA ROGALSKA, M.D, Employee