

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

Res 384
Significant

DEPARTMENT Administration	CONTRACT/ADDENDUM #: 12655																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Contract</td> <td style="width: 34%; text-align: center;">If Addendum, please include original contract number</td> <td style="width: 33%; text-align: center;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>2/15/16</u> To: <u>2/14/21</u>																												
4. Amount of Contract or Addendum \$160,000+																												
5. Purpose: Employment Contract																												
6. Vendor or Funding Source: Kathleen McCubbin MD																												
7. MUNIS Vendor Code: 26334																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>2015 RES-384</u>																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval C. S. D. Miller																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>AG</u> Received	_____	<u>12-29-15</u>	_____
<u>MC</u> Controller	_____	<u>12-29-15</u>	<u>12-29-15</u>
<u>mmk</u> Corporation Counsel	_____	<u>12/29/15</u>	<u>12/29/15</u>
<u>mmk</u> Risk Management	_____	<u>12/29/15</u>	<u>12/29/15</u>
<u>REJ</u> ADA Coordinator	_____	<u>12/29/15</u>	<u>12/29/15</u>
<u>ca</u> Purchasing Agent	_____	<u>12/29/2015</u>	<u>12/29/2015</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

1. _____
2. _____

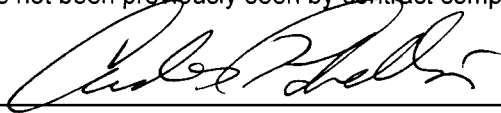
Return To:	Name/Title: <u>Michelle Goldade</u>	Dept.: <u>Administration</u>
	Phone: <u>266-4941</u>	Mail Address: <u>Room 425 CCB</u>
	E-mail: <u>goldade@countyofdane.com</u>	_____

CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 12/29/15

Signed: 

Telephone Number: 266-4519

Print Name: Carlos Pabellon

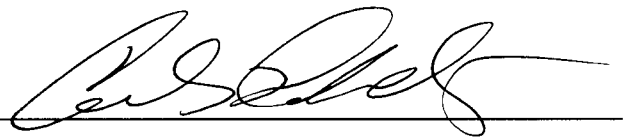
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*


1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 12/29/15 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 12-29-15 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

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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 Kathleen McCubbin, 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 able and 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 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 Medical Examiner.

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 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 February 15, 2016 and expiring as of 11:59 p.m. on February 14, 2021,
53 unless 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
59 to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment
60 beyond 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-
62 month 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
65 times observe and comply with all ethical obligations imposed or required by constitution, statute,
66 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a
67 manner as to avoid a conflict of interest or appearance of conflict and in accordance with the duties and
68 responsibilities of public officials. During normal work hours, EMPLOYEE shall at all times devote all of
69 EMPLOYEE's time, attention, knowledge and skills solely to the interests of the EMPLOYER and
70 EMPLOYEE shall never use EMPLOYEE's position or confidential information gained in such position for
71 EMPLOYEE's personal gain, either directly or indirectly.
72

73 **9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at
74 any time or in any manner, either during the term of this Agreement or thereafter, either directly or
75 indirectly divulge, disclose or communicate to any person any confidential information gained in the
76 performance of 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
80 employ" shall not be construed to prohibit occasional teaching, writing or consulting which is performed
81 on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior
82 approval of the County Executive.
83

84 **11. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45
85 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have
86 as a condition of employment, a job to perform and shall work such hours as are necessary to accomplish
87 the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize EMPLOYEE's work
88 schedule in such a fashion as to accommodate EMPLOYEE's workload. EMPLOYEE shall average, on
89 an annual basis, forty (40) hours of work per week, less allowances for holiday and vacation usage.
90

91 **12. EVALUATION AND GOALS.** At least annually, the Chief Medical Examiner or his or her designee
92 shall meet with EMPLOYEE to discuss job performance and to define goals and objectives for both
93 EMPLOYEE and EMPLOYER.
94

95 **13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY.** EMPLOYEE shall not have the
96 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly authorized in
97 advance by statute, ordinance, or express written consent of EMPLOYER.
98

99 **14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION.** EMPLOYER shall pay
100 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
101 direct compensation at a rate equivalent to \$160,000.00 per year, the same being prorated for any partial
102 calendar year and payable in equal biweekly payments. The base compensation rate during the life of
103 this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 15.
104

105 **15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION.** From time to
106 time, and at least annually on the date of the review referenced in paragraph 12, in the exercise of his or
107 her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical
108 Examiner may grant a merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base
109 compensation. Merit increases may be revoked or decreased by the County Executive in his or her
110 discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months of
111 the date granted, any such percentage increase shall have the effect of increasing the base
112 compensation in the succeeding years of the term of this Agreement. During the term of this Agreement,
113 base compensation may be decreased, at the discretion of the County Executive, only upon a
114 determination of poor performance or upon reassignment to another, less responsible position (as
115 determined by the County Executive), provided that such decrease shall not cause the base
116 compensation rate to be less than 80% of the base compensation specified in paragraph 14 above.
117

118 **16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY.** Notwithstanding any language to the
119 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid to
120 EMPLOYEE.
121

122 **17. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT.** Notwithstanding any provision
123 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service
124 appointment at any time during the term of this Agreement or one year thereafter, EMPLOYEE shall be
125 awarded longevity credits for all service under this and prior agreements, and EMPLOYEE's wages and
126 benefits as a civil service employee shall reflect such credits. This section shall not be construed to
127 authorize longevity pay during the term of this or any prior agreement or any extension or renewal
128 thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay
129 during the term of this or any prior agreement or any renewal or extension thereof.
130

131 **18. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES.** EMPLOYER shall
132 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in accordance
133 with Dane County Ordinances and regulations on reimbursement of expenses, provided that EMPLOYEE
134 complies with all applicable provisions of law and Dane County ordinances prior to incurring or claiming
135 reimbursement for such expenses. It is expressly understood that prior approval of the Medical Examiner
136 is required for attendance at conferences held outside of Wisconsin and that attendance is further subject
137 to the rules, regulations and ordinances applicable to managerial employees employed under
138 EMPLOYER's civil service ordinance.
139

140 **19. MOVING EXPENSES.** EMPLOYER shall reimburse EMPLOYEE a sum not to exceed \$7,000, for
141 actual expenses incurred in relocating, including but not limited to expenses associated with moving
142 and/or storing household items; transportation expenses; and expenses associated with securing
143 temporary housing. EMPLOYEE agrees to provide evidence of expenses incurred in order for
144 EMPLOYER to determine the appropriate amount. If EMPLOYEE leaves this position within two years
145 from the effective date of this Agreement, she shall reimburse EMPLOYER all sums received pursuant to
146 this paragraph.
147

148 **20. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
149 Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive
150 fringe benefits as are enumerated from time to time in resolutions and general ordinances of
151 EMPLOYER, on the same terms as these are made available to non-represented managerial and
152 professional employees of EMPLOYER. At present, these include group health insurance; dental
153 insurance; life insurance; EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin
154 retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid leaves
155 of absence; sick leave; disability income protection; payment of full salary while on jury duty or active
156 military service, in accordance with county ordinances; worker's compensation coverage; and
157 unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits during the term
158 of this Agreement, and any continuation of employment under paragraph 7, shall be subject to changes

159 which are made generally applicable to other non-represented managerial and professional employees of
160 EMPLOYER, excluding those who are under an employment agreement.
161

162 **21. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for
163 any partial calendar year.
164

165 **22. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability
166 shall be subject to the rules and requirements applicable to Dane County civil service-covered managerial
167 employees generally.
168

169 **23. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
170 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated
171 as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the
172 Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social
173 Security and the like from direct compensation. EMPLOYEE shall be allowed to participate in
174 EMPLOYER's deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by
175 law.
176

177 **24. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for
178 and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of
179 this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this Agreement is in
180 effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to
181 cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or
182 EMPLOYEE's surviving spouse, all to the extent and in the manner available to non-represented civil
183 service employees. It is understood that, for purposes of calculating the hourly equivalency of an annual
184 salary, the figure of 2080 hours per year will be used.
185

186 **25. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**
187 This Agreement may be terminated by EMPLOYEE on three (3) months' written notice to the Chief
188 Medical Examiner in order to satisfactorily address recruitment and transition needs. Any such notice,
189 once accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual
190 agreement of the parties. The fact that the Chief Medical Examiner has asked EMPLOYEE for
191 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
192 the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid
193 immediately upon resignation. If the resignation is requested by the County Executive, the severance pay
194 provisions of paragraph 29 shall be applicable. No severance pay shall be payable in the event of a
195 resignation not requested by the Chief Medical Examiner.
196

197 **26. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**
198 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may
199 be suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the
200 Chief Medical Examiner.. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who
201 shall have no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary
202 action, up to and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not
203 covered by EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and
204 expressly set forth in this Agreement, and that no representations to the contrary have been made to
205 EMPLOYEE by EMPLOYER or any representative of EMPLOYER.
206

207 **27. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE**
208 **FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner
209 and be accomplished by the Chief Medical Examiner or designee.
210

211 **28. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of
212 EMPLOYEE's employment under this Agreement shall constitute a period of probation. If the
213 EMPLOYER terminates this Agreement or if EMPLOYEE resigns at the request of the Medical Examiner

214 during the twelve (12) month probationary period, EMPLOYEE shall not receive severance benefits as
215 provided in paragraph 29.
216

217 **29. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
218 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
219 shall receive as severance pay a sum of money equal to six (6) months of base compensation at the rate
220 then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
221 resigns or is terminated for EMPLOYEE's commission of either (i) any crime, under either federal or
222 Wisconsin law, or (ii) any form of misconduct in public office under any provision of Wisconsin or federal
223 law or county ordinance. Regardless of whether severance pay as defined herein is available to
224 EMPLOYEE, upon termination, EMPLOYEE shall be entitled to receive, and EMPLOYER shall pay to
225 EMPLOYEE, all accrued but unused vacation, sabbatical and holiday pay. EMPLOYEE shall also be
226 entitled to continue group health, group life and dental insurance or any of them, all on such terms as are
227 available to non-represented managerial and professional employees of EMPLOYER who are not under
228 an employment agreement. Upon termination by EMPLOYER, EMPLOYEE's accumulated sick leave
229 balance shall be converted to a monetary value arrived at by multiplying the number of accumulated sick
230 hours by the hourly rate in effect at termination, and the dollar amount thus arrived at will be available to
231 EMPLOYEE for payment of premiums for continuation coverage of group health insurance and group
232 dental insurance for the shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in
233 this paragraph shall preclude the EMPLOYEE from exercising his option to retire as set forth in paragraph
234 30, below.
235

236 **30. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
237 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
238 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
239 available to non-represented Dane County managerial and professional civil service employees who
240 participate in the Wisconsin retirement system.
241

242 **31. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek
243 and obtain a Dane County civil service position, either during the term of this Agreement or within one (1)
244 year thereafter, he shall be allowed all seniority credits (subject to union contracts, if applicable to the new
245 position) as would have been earned during the term of this Agreement if EMPLOYEE had been hired
246 into the civil service job classification from the inception of this Agreement. The benefits conferred upon
247 EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by
248 EMPLOYER during its term and (ii) EMPLOYEE not resigning his position during the term of this
249 Agreement (other than to accept a Dane County civil service position).
250

251 **32. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
252 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to all
253 certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The
254 benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being
255 terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning his position during the term
256 of this Agreement.
257

258 **33. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
259 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether groundless
260 or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's employment with
261 EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any such litigation, in
262 accordance with the requirements of Wis. Stat. §895.46. EMPLOYER reserves the right to compromise
263 or settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
264 EMPLOYEE consents thereto.
265

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

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35. 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.

36. 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.

37. 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: 12/19/15


KATHLEEN McCUBBIN, M.D.