

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

*Res 314
Significant*

DEPARTMENT Administration	CONTRACT/ADDENDUM #: <div style="font-size: 1.5em; text-align: center;">12094</div>																				
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: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">↓</td> </tr> <tr> <td colspan="2" style="text-align: center; font-size: 0.8em;">If Addendum, please include original contract number</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale <input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other: <input type="checkbox"/></td> </tr> </table>	Contract	Addendum	↓	↓	If Addendum, please include original contract number		<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>11/16/14</u> To: <u>11/15/19</u>																					
4. Amount of Contract or Addendum \$182,000/year																					
5. Purpose: Employment Contract																					
6. Vendor or Funding Source: Agnieszka Rogalska																					
7. MUNIS Vendor Code: <u>25213</u>																					
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>Res 314</u>																					
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																					
14. Director's Approval:																					

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>Mg</u> Received	_____	<u>9-22-14</u>	_____
<u>CA</u> Controller	_____	_____	<u>9/22/14</u>
<u>[Signature]</u> Corporation Counsel	_____	<u>9/23/14</u>	<u>9/24/14</u>
<u>[Signature]</u> Risk Management	_____	<u>9/22/14</u>	<u>9/23/14</u>
<u>[Signature]</u> ADA Coordinator	_____	<u>9/22/14</u>	<u>9/23/14</u>
<u>[Signature]</u> Purchasing Agent	_____	_____	<u>9/22/14</u>
_____ County Executive	_____	_____	_____

VENDOR

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

Footnotes:

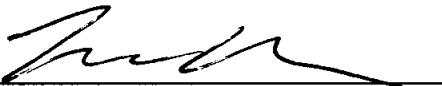
1. _____
2. _____

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: 9/22/14 Signed: 
 Telephone Number: 266-4519 Print Name: Travis Myren

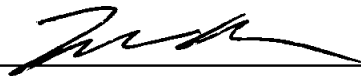
MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

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: 9/22/14 Signature: 

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

Date: 9/23/14 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).

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 Agnieszka Rogalska (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.

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 Medical Examiner. 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 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 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 Medical Examiner.

6. TERM OF AGREEMENT. The term of this agreement shall be a period of 5 years, commencing at 12:01 a.m. on November 16, 2014 and expiring as of 11:59 p.m. on November 15, 2019, unless earlier terminated under other provisions of this agreement or by operation of law.

7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's

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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
59 failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's
60 employment beyond the expiration date of this agreement. If a resolution to renew or extend this
61 agreement has been introduced to the Board, the County Executive may extend EMPLOYEE's
62 employment on a month-to-month basis for a period not to exceed 3 months, pending county board
63 action on the resolution.
64

65 8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at all
66 times observe and comply with all ethical obligations imposed or required by constitution, statute,
67 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in
68 such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the
69 duties and responsibilities of public officials. During normal work hours, EMPLOYEE shall at all times
70 devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the
71 EMPLOYER and EMPLOYEE shall never use EMPLOYEE's position or confidential information
72 gained in such position for EMPLOYEE's personal gain, either directly or indirectly.
73

74 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall not at
75 any time or in any manner, either during the term of this agreement or thereafter, either directly or
76 indirectly divulge, disclose or communicate to any person any confidential information gained in the
77 performance of her duties except as otherwise required or compelled by law.
78

79 10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to
80 remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term
81 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which is
82 performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject
83 to prior approval of the County Executive.
84

85 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from 7:45
86 a.m. to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall
87 have as a condition of employment, a job to perform and shall work such hours as are necessary to
88 accomplish the tasks assigned to EMPLOYEE. To that end, EMPLOYEE is free to organize
89 EMPLOYEE's work schedule in such a fashion as to accommodate EMPLOYEE's workload.
90 EMPLOYEE shall average, on an annual basis, forty (40) hours of work per week, less allowances for
91 holiday and vacation usage.
92

93 12. EVALUATION AND GOALS. At least annually, the Medical Examiner or his or her designee shall
94 meet with EMPLOYEE to discuss job performance and to define goals and objectives for both
95 EMPLOYEE and EMPLOYER. During the evaluation process, feedback shall be sought from the
96 county board's standing committee assigned oversight responsibilities for the Medical Examiner's
97 Office.
98

99 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not have the
100 right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
101 authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
102

103 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay
104 EMPLOYEE and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
105 direct compensation at a rate equivalent to \$182,000.00 per year, the same being prorated for any
106 partial calendar year and payable in equal biweekly payments. The base compensation rate during
107 the life of this agreement shall not be less than that stated in this paragraph except as provided for in
108 paragraph 15.
109

110 15. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From time to
111 time, and at least annually on the date of the review referenced in paragraph, in the exercise of his or
112 her discretion and subject to adequate funding, the County Executive, upon the advice of the Medical

113 Examiner, may grant a merit increase to EMPLOYEE as a percentage of the EMPLOYEE's base
114 compensation. Merit increases may be revoked or decreased by the County Executive in his or her
115 discretion. Once granted, and if not revoked or decreased by the County Executive within 12 months
116 of the date granted, any such percentage increase shall have the effect of increasing the base
117 compensation in the succeeding years of the term of this agreement. During the term of this
118 agreement, base compensation may be decreased, at the discretion of the County Executive, only
119 upon a determination of poor performance or upon reassignment to another, less responsible position
120 (as determined by the County Executive), provided that such decrease shall not cause the base
121 compensation rate to be less than 80% of the base compensation specified in paragraph 14 above.
122

123 16. COMPENSATION OF EMPLOYEE; LONGEVITY PAY. Notwithstanding any language to the
124 contrary herein, longevity pay provided other managerial employees of EMPLOYER shall not be paid
125 to EMPLOYEE.
126

127 17. LONGEVITY CREDITS TO BE AWARDED POST-AGREEMENT. Notwithstanding any provision
128 herein to the contrary, it is agreed that should EMPLOYEE be offered and accept a civil service
129 appointment at any time during the term of this agreement or one year thereafter, EMPLOYEE shall be
130 awarded longevity credits for all service under this and prior agreements, and EMPLOYEE's wages
131 and benefits as a civil service employee shall reflect such credits. This section shall not be construed
132 to authorize longevity pay during the term of this or any prior agreement or any extension or renewal
133 thereof, nor shall longevity credits awarded under this section be construed to affect benefits or pay
134 during the term of this or any prior agreement or any renewal or extension thereof.
135

136 18. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER shall
137 reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
138 accordance with Dane County Ordinances and regulations on reimbursement of expenses, provided
139 that EMPLOYEE complies with all applicable provisions of law and Dane County ordinances prior to
140 incurring or claiming reimbursement for such expenses. It is expressly understood that prior approval
141 of the Medical Examiner is required for attendance at conferences held outside of Wisconsin and that
142 attendance is further subject to the rules, regulations and ordinances applicable to managerial
143 employees employed under EMPLOYER's civil service ordinance.
144

145 19. MOVING EXPENSES. EMPLOYER shall pay EMPLOYEE the sum of \$5,000.00 for expenses
146 incurred in relocating, including but not limited to expenses associated with moving and/or storing
147 household items; transportation expenses; and expenses associated with securing temporary housing.
148 If EMPLOYEE leaves this position within two years from the effective date of this Agreement, she shall
149 reimburse EMPLOYER all sums received pursuant to this paragraph.
150

151 20. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in this
152 agreement, and in addition to the monetary compensation set forth above, EMPLOYEE shall receive
153 fringe benefits as are enumerated from time to time in resolutions and general ordinances of
154 EMPLOYER, on the same terms as these are made available to non-represented managerial and
155 professional employees of EMPLOYER. At present, these include group health insurance; dental
156 insurance; life insurance; EMPLOYER-paid contributions of EMPLOYER's share of the Wisconsin
157 retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid
158 leaves of absence; sick leave; disability income protection; payment of full salary while on jury duty or
159 active military service, in accordance with county ordinances; worker's compensation coverage; and
160 unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits during the
161 term of this agreement, and any continuation of employment under paragraph 7, shall be subject to
162 changes which are made generally applicable to other non-represented managerial and professional
163 employees of EMPLOYER, excluding those who are under an employment agreement. It is expressly
164 understood that EMPLOYER shall not make contributions to the EMPLOYEE's share of the Wisconsin
165 Retirement System on the EMPLOYEE's behalf during the term of this contract.
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168 21. VACATION. EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for
169 any partial calendar year.

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22. **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.

23. **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.

24. **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 within 60 days of its expiration, 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.

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

26. **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 Medical Examiner at any time during its term, in the sole discretion of the Medical Examiner. 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.

27. **TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR DISCIPLINARY ACTION.** All disciplinary action shall originate from the Medical Examiner and be accomplished by the Medical Examiner.

28. **PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of EMPLOYEE's employment under this Agreement shall constitute a period of probation. If the EMPLOYER terminates this Agreement or if EMPLOYEE resigns at the request of the Medical Examiner during the twelve (12) month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 29.

29. **TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY TERMINATION.** If, following the period of probation, EMPLOYER terminates this agreement prior to its expiration, EMPLOYEE shall receive as severance pay a sum of money equal to six (6) months of

225 base compensation at the rate then in effect. Severance pay shall not be available to EMPLOYEE in
226 the event EMPLOYEE voluntarily resigns or is terminated for EMPLOYEE's commission of either (i)
227 any crime, under either federal or Wisconsin law, or (ii) any form of misconduct in public office under
228 any provision of Wisconsin or federal law or county ordinance. Regardless of whether severance pay
229 as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to
230 receive, and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and
231 holiday pay. EMPLOYEE shall also be entitled to continue group health, group life and dental
232 insurance or any of them, all on such terms as are available to non-represented managerial and
233 professional employees of EMPLOYER who are not under an employment agreement. Upon
234 termination by EMPLOYER, EMPLOYEE's accumulated sick leave balance shall be converted to a
235 monetary value arrived at by multiplying the number of accumulated sick hours by the hourly rate in
236 effect at termination, and the dollar amount thus arrived at will be available to EMPLOYEE for payment
237 of premiums for continuation coverage of group health insurance and group dental insurance for the
238 shorter of (a) the period EMPLOYEE is unemployed or (b) 12 months. Nothing in this paragraph shall
239 preclude the EMPLOYEE from exercising her option to retire as set forth in paragraph 30, below.
240

241 30. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE. If this agreement is
242 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
243 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as
244 are available to non-represented Dane County managerial and professional civil service employees
245 who participate in the Wisconsin retirement system.
246

247 31. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS. In the event EMPLOYEE shall seek
248 and obtain a Dane County civil service position, either during the term of this agreement or within one
249 (1) year thereafter, he shall be allowed all seniority credits (subject to union contracts, if applicable to
250 the new position) as would have been earned during the term of this agreement if EMPLOYEE had
251 been hired into the civil service job classification from the inception of this agreement. The benefits
252 conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this agreement not being
253 terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning her position during the
254 term of this agreement (other than to accept a Dane County civil service position).
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256 32. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES. Upon expiration of this
257 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have her name added
258 to all certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE
259 qualifies. The benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this
260 agreement not being terminated by EMPLOYER during its term and (ii) EMPLOYEE not resigning her
261 position during the term of this agreement.
262

263 33. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS. EMPLOYER
264 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether
265 groundless or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's
266 employment with EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any
267 such litigation, in accordance with the requirements of s. 895.46, Wis. Stats. EMPLOYER reserves
268 the right to compromise or settle any such litigation in any fashion deemed advantageous to
269 EMPLOYER, regardless of whether EMPLOYEE consents thereto.
270

271 34. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or
272 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
273 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
274 obligations.
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276 35. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are severable
277 from all other parts and invalidity of any part shall not operate to invalidate any other part.
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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: _____
JOSEPH PARISI, County Executive

BY EMPLOYEE:

Date: 9/17/14
AGNIESZKA ROGALSKA