

Dane County Contract Cover Sheet

Revised 06/2021

Res 262
Significant

BAF # _____
Acct: _____
Mgr: _____
Budget Y/N: _____

Dept./Division	MEDICAL EXAMINER		
Vendor Name	NATALIE EBSCH TAYLOR, MD	MUNIS #	32452
Brief Contract Title/Description	Employee Services Agreement for Deputy Medical Examiner		
Contract Term	August 1, 2023 - July 31, 2026		
Contract Amount	\$ 675,000.00		

Contract # Admin will assign	14546
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	Natalie Ebsch Taylor, MD
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 #	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	

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	
Eskola, Suzanne	Digitally signed by Eskola, Suzanne Date: 2021.11.09 16:44:01 -06'00'

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: 11/15/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, December 3, 2021 1:29 PM
To: Krohn, Margaret; Patten (Purchasing), Peter; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14546
Attachments: 14546_Redacted.pdf

Tracking:	Recipient	Read	Response
	Krohn, Margaret		
	Patten (Purchasing), Peter		Approve: 12/6/2021 9:08 AM
	Gault, David	Read: 12/3/2021 4:17 PM	
	Lowndes, Daniel	Read: 12/3/2021 2:49 PM	Approve: 12/3/2021 2:58 PM
	Stavn, Stephanie	Read: 12/3/2021 1:40 PM	
	Oby, Joe	Deleted: 12/7/2021 7:38 AM	

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

Contract #14546
Department: Medical Examiner
Vendor: Natalie Ebsch Taylor, MD
Contract Description: Employment Services Agreement (Res 262)
Contract Term: 8/1/23 – 7/31/26
Contract Amount: \$675,000

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

From: Hicklin, Charles
Sent: Wednesday, December 8, 2021 9:32 AM
To: Goldade, Michelle
Subject: Approve: Contract #14546

Goldade, Michelle

From: Gault, David
Sent: Friday, December 3, 2021 4:34 PM
To: Goldade, Michelle
Subject: Re: Contract #14546
Attachments: 14546_Redacted.pdf

Kind of weird to do a contract that doesn't start till 8/23, but approved

Dave Gault
Sent from my iPhone

On Dec 3, 2021, at 2:29 PM, Goldade, Michelle <Goldade@countyofdane.com> wrote:

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

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Department: Medical Examiner
Vendor: Natalie Ebsch Taylor, MD
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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 Natalie Ebsch Taylor, M.D. (hereinafter, "EMPLOYEE"),

WITNESSETH:

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

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

WHEREAS, EMPLOYEE has been accepted as a fellow in forensic pathology at the New Mexico Office of the Medical Examiner ("Fellowship") and participating in the Fellowship will incur various expenses;

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

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

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

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

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

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.

6. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years, commencing at 12:01 a.m. on August 1, 2023 and expiring as of 11:59 p.m. on July 31, 2026 ("Term"), 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 intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3) months advance written notice of the intent not to renew this Agreement, provided, however, that failure to give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-month basis for a period not to exceed 3 months, pending county board action on the resolution.

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

- a. Successful completion of their residency by July 31, 2022
- b. Successful completion of the Fellowship by July 31, 2023
- c. Board Certification in Anatomical Pathology from the American Board of Pathology by July 31, 2023
- d. Board Certification in Forensic Pathology by the American Board of Pathology by August 1, 2025.

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

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

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

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

12. EMPLOYEE'S RESPONSIBILITIES; ROTATION. EMPLOYEE shall perform their duties of employment in Dane County, and Brown County, Wisconsin. In its sole discretion, EMPLOYER shall determine the number of days and frequency of each rotation.

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

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

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

16. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services, direct compensation at a rate equivalent to \$225,000 per year. The base compensation rates during the life of this Agreement shall not be less than that stated in this paragraph except as provided for in paragraph 17. EMPLOYER agrees to meet with EMPLOYEE to review EMPLOYEE's performance and consider granting a merit increase to EMPLOYEE's base compensation by February 1, 2024.

17. COMPENSATION OF EMPLOYEE; ADJUSTMENTS TO BASE COMPENSATION. From time to time, and at least annually on the date of the review referenced in paragraph 14, 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 16 above.

18. 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.

19. 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.

20. 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.

21. COMPENSATION OF EMPLOYEE; MOVING EXPENSES. EMPLOYER shall reimburse EMPLOYEE a sum not to exceed \$8,000, for actual expenses incurred in relocating from ██████████ 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.

22. COMPENSATION OF EMPLOYEE; FELLOWSHIP EXPENSES. As an additional incentive, EMPLOYER shall advance to EMPLOYEE a total of \$15,000 to be used exclusively for EMPLOYEE's ordinary, reasonable and necessary medical education/training expenses associated with EMPLOYEE's participation in the Fellowship ("Fellowship Expenses"). EMPLOYEE shall receive this amount as direct compensation, subject to all necessary withholdings and at the rate of \$1,250 per month, beginning on August 1, 2022 and continuing through July 1, 2023. If EMPLOYEE terminates this Agreement or leaves their position prior to August 31, 2026, 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 Fellowship 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 Fellowship Expenses, EMPLOYEE shall pay all costs of collection and litigation, including reasonable attorney fees.

23. COMPENSATION OF EMPLOYEE; STUDENT LOAN REPAYMENT BENEFIT. As further incentive, EMPLOYER shall provide up to \$50,000 a calendar year during the Term to be used exclusively for student loan repayment ("Student Loan Repayment"). In order to receive this benefit, EMPLOYEE must provide EMPLOYER with a statement or other paperwork demonstrating that EMPLOYEE has borrowed student loans from a recognized student loan lender for the purpose of completing their medical degree and the total loan amount. Such paperwork must be delivered to EMPLOYER thirty (30) days prior to the Term. Once EMPLOYEE is confirmed to be eligible, they shall receive \$4,166.66 as direct compensation, subject to all necessary withholdings for each remaining month of the Term. If EMPLOYEE leaves their position before the end 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 total amount of Student Loan Repayment 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 Student Loan Repayment, EMPLOYEE shall pay all costs of collection and litigation, including reasonable attorney fees.

24. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in this Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the same terms as these are made available to non-represented managerial and professional employees of EMPLOYER. At present, these include group health insurance; dental insurance; life insurance; EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin retirement system; paid vacation; regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave; disability income protection; payment of full salary while on jury duty or active military service, in accordance with county ordinances; worker's compensation coverage; and

unemployment compensation coverage. EMPLOYEE's continued receipt of such benefits during the term of this Agreement, and any continuation of employment under paragraph 7, shall be subject to changes which are made generally applicable to other non-represented managerial and professional employees of EMPLOYER, excluding those who are under an employment agreement.

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

26. 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.

27. 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.

28. 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.

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

30. 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 Chief Medical Examiner at any time during its term, in the sole discretion of the Chief 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.

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

32. 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 Chief Medical Examiner during the twelve (12) month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 33.

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

34. 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.

35. 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, she 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).

36. 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.

37. 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.

38. 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.

39. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this Agreement are severable from all other parts and invalidity of any part shall not operate to invalidate any other part.

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

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

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

FOR EMPLOYER:

Date: _____

JOE PARISI, County Executive

BY EMPLOYEE:

Date: 10/7/21 _____

Natalie Ebsch Taylor, MD

NATALIE EBSCH TAYLOR, M.D.