

Dane County Contract Cover Sheet

Revised 01/2022

Res 375
significant

Dept./Division	Medical Examiner		
Vendor Name	Lauren Moshea	MUNIS #	
Brief Contract Title/Description	Employee Services Agreement for Deputy Medical Examiner		
Contract Term	August 10, 2026-August 10,2031		
Contract Amount	\$1,300,000.00		

Contract # Admin will assign	16177
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 type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Cristina Figueroa Soto	Name	Lauren Moshea
Phone #	608-284-6000	Phone #	414-688-3658
Email	figueroasoto.cristina@countyofdane.com	Email	lmmoshea@gmail.com
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$40,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$40,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$40,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$40,000 (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 #	375
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Figueroa Soto, Cristina	Digitally signed by Figueroa Soto, Cristina Date: 2026.02.17 14:58:51 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby	David Gault
Digitally signed by Slaven, Shelby Date: 2026.02.19 12:32:28 -06'00'	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 2/17/26	Date Out: _____
<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management		

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 Lauren Moshea, D.O. (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 fellowship; and

WHEREAS, EMPLOYEE is currently a fellow in forensic pathology at the [REDACTED] ("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.

51 **5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY EXECUTIVE AND MEDICAL EXAMINER.**
52 The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders,
53 directives, or rules of the County Executive and Chief Medical Examiner or designee.
54

55 **6. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of five (5) years,
56 commencing at 12:01 a.m. on August 10, 2026 and expiring as of 11:59 p.m. on August 10, 2031 ("Term"),
57 unless earlier terminated under other provisions of this Agreement or by operation of law.
58

59 **7. NONRENEWAL OF AGREEMENT.** At its expiration, this Agreement shall not be considered
60 renewed unless extended in writing by mutual agreement of the parties. If it is the County Executive's
61 intention not to renew this Agreement, the County Executive will attempt to give EMPLOYEE three (3)
62 months advance written notice of the intent not to renew this Agreement, provided, however, that failure to
63 give such notice shall create no obligation on EMPLOYER to continue EMPLOYEE's employment beyond
64 the expiration date of this Agreement. If a resolution to renew or extend this Agreement has been
65 introduced to the Board, the County Executive may extend EMPLOYEE's employment on a month-to-month
66 basis for a period not to exceed 3 months, pending county board action on the resolution.
67

68 **8. EMPLOYEE'S RESPONSIBILITIES; SPECIAL CONDITIONS.** EMPLOYEE agrees that employment
69 under this Agreement is contingent on the following conditions:
70

- 71 a. Successful completion of the Fellowship by July 31, 2026.
- 72 b. Board Certification in Forensic Pathology by the American Board of Pathology by August 1,
73 2028
74

75 Failure to meet the foregoing conditions may lead to the termination of this Agreement pursuant to
76 paragraph 33.
77

78 **9. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS.** EMPLOYEE shall at all times
79 observe and comply with all ethical obligations imposed or required by constitution, statute, ordinance or
80 other provision of law and shall at all times conduct EMPLOYEE's personal affairs in such a manner as to
81 avoid a conflict of interest or appearance of conflict and in accordance with the duties and responsibilities
82 of public officials. During normal work hours, EMPLOYEE shall at all times devote all of EMPLOYEE's
83 time, attention, knowledge and skills solely to the interests of the EMPLOYER and EMPLOYEE shall never
84 use EMPLOYEE's position or confidential information gained in such position for EMPLOYEE's personal
85 gain, either directly or indirectly.
86

87 **10. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION.** EMPLOYEE shall not at
88 any time or in any manner, either during the term of this Agreement or thereafter, either directly or indirectly
89 divulge, disclose or communicate to any person any confidential information gained in the performance of
90 his duties except as otherwise required or compelled by law.
91

92 **11. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT.** EMPLOYEE agrees to remain
93 in the exclusive employ of EMPLOYER throughout the term of this Agreement. The term "exclusive employ"
94 shall not be construed to prohibit occasional teaching, writing or consulting which is performed on
95 EMPLOYEE's time off and which does not affect EMPLOYEE's job performance, subject to prior approval
96 of the Chief Medical Examiner.
97

98 **12. EMPLOYEE'S RESPONSIBILITIES; ROTATION.** EMPLOYEE shall perform their duties of
99 employment in Dane County, and Rock County, Wisconsin. In its sole discretion, EMPLOYER shall
100 determine the number of days and frequency of each rotation.
101

102 **13. HOURS OF WORK.** The usual and customary hours of business of EMPLOYER are from 7:45 a.m.
103 to 4:30 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE shall have as a
104 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 \$260,000 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, 2027.

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 [REDACTED]

160 to Madison, WI, including but not limited to expenses associated with moving and/or storing household
161 items; transportation expenses; and expenses associated with securing temporary housing ("Moving
162 Expenses"). EMPLOYEE agrees to provide evidence of expenses incurred in order for EMPLOYER to
163 determine the appropriate amount. Such an amount shall be paid to EMPLOYEE as direct compensation,
164 subject to all necessary withholdings. If EMPLOYEE leaves this position for any reason within two (2)
165 years from the start of the Term, EMPLOYEE shall reimburse EMPLOYER all sums received pursuant to
166 this paragraph. EMPLOYEE agrees that such reimbursement may result in EMPLOYER withholding the
167 amount of the Moving Expenses from any pay due to EMPLOYEE upon termination of the Agreement.
168 EMPLOYEE also agrees that if EMPLOYER has to engage a third-party debt collection service or an
169 attorney to enforce the collection of the Moving Expenses, EMPLOYEE shall pay all costs of collection and
170 litigation, including reasonable attorney fees.

171
172 **22. COMPENSATION OF EMPLOYEE: FELLOWSHIP EXPENSES.** As an additional incentive,
173 EMPLOYER shall advance to EMPLOYEE a total of \$7,800 to be used exclusively for EMPLOYEE's
174 ordinary, reasonable and necessary medical education/training expenses associated with EMPLOYEE's
175 participation in the Fellowship ("Fellowship Expenses"). EMPLOYEE shall receive this amount as direct
176 compensation, subject to all necessary withholdings and at the rate of \$1,300 per month, beginning on
177 February 15, 2026 and continuing through July 15, 2026. If EMPLOYEE terminates this Agreement or
178 leaves their position for any reason before the end of the Term, EMPLOYEE shall reimburse EMPLOYER
179 all sums received pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result in
180 EMPLOYER withholding the amount of the Fellowship Expenses from any pay due to EMPLOYEE upon
181 termination of the Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-party
182 debt collection service or an attorney to enforce the collection of the Fellowship Expenses, EMPLOYEE
183 shall pay all costs of collection and litigation, including reasonable attorney fees.

184
185 **23. COMPENSATION OF EMPLOYEE; STUDENT LOAN REPAYMENT BENEFIT.** As further
186 incentive, EMPLOYER shall provide up to \$50,000 a calendar year during the Term to be used exclusively
187 for student loan repayment ("Student Loan Repayment"). In order to receive this benefit, EMPLOYEE must
188 provide EMPLOYER with a statement or other paperwork demonstrating that EMPLOYEE has borrowed
189 student loans from a recognized student loan lender for the purpose of completing their medical degree
190 and the total loan amount. Such paperwork must be delivered to EMPLOYER thirty (30) days prior to the
191 Term. Once EMPLOYEE is confirmed to be eligible, they shall receive \$4,166.66 as direct compensation,
192 subject to all necessary withholdings for each remaining month of the Term. If EMPLOYEE leaves their
193 position for any reason before the end of the Term, EMPLOYEE shall reimburse EMPLOYER all sums
194 received pursuant to this paragraph. EMPLOYEE agrees that such reimbursement may result in
195 EMPLOYER withholding the total amount of Student Loan Repayment from any pay due to EMPLOYEE
196 upon termination of the Agreement. EMPLOYEE also agrees that if EMPLOYER has to engage a third-
197 party debt collection service or an attorney to enforce the collection of the Student Loan Repayment,
198 EMPLOYEE shall pay all costs of collection and litigation, including reasonable attorney fees.

199
200 **24. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS.** Except as otherwise set forth in this
201 Agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall receive fringe
202 benefits as are enumerated from time to time in resolutions and general ordinances of EMPLOYER, on the
203 same terms as these are made available to non-represented managerial and professional employees of
204 EMPLOYER. At present, these include group health insurance; dental insurance; life insurance;
205 EMPLOYER-paid contribution of EMPLOYER's share to the Wisconsin retirement system; paid vacation;
206 regularly scheduled county holidays; personal holidays; unpaid leaves of absence; sick leave; disability
207 income protection; payment of full salary while on jury duty or active military service, in accordance with
208 county ordinances; worker's compensation coverage; and unemployment compensation coverage.
209 EMPLOYEE's continued receipt of such benefits during the term of this Agreement, and any continuation
210 of employment under paragraph 7, shall be subject to changes which are made generally applicable to
211 other non-represented managerial and professional employees of EMPLOYER, excluding those who are
212 under an employment agreement.
213

214 **25. VACATION.** EMPLOYEE shall receive 120 vacation hours annually, the same being prorated for
215 any partial calendar year.
216

217 **26. DISABILITY OF EMPLOYEE.** Payment of wages and other benefits during periods of disability shall
218 be subject to the rules and requirements applicable to Dane County civil service-covered managerial
219 employees generally.
220

221 **27. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR TAX**
222 **PURPOSES.** The direct financial compensation paid EMPLOYEE under this Agreement shall be treated
223 as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to participate in the
224 Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will withhold taxes, Social Security
225 and the like from direct compensation. EMPLOYEE shall be allowed to participate in EMPLOYER's
226 deferred compensation program(s), at EMPLOYEE's option and to the extent permitted by law.
227

228 **28. TERMINATION OF AGREEMENT BY EMPLOYEE; RETIREMENT.** Should EMPLOYEE apply for
229 and receive a monthly annuity benefit from the State of Wisconsin Retirement system during the term of
230 this Agreement or within 60 days of its expiration, or if EMPLOYEE should die while this Agreement is in
231 effect, EMPLOYEE or EMPLOYEE's estate shall have the option of converting accumulated sick leave to
232 cash or to a monetary fund for the purposes of paying insurance premiums for EMPLOYEE or EMPLOYEE's
233 surviving spouse, all to the extent and in the manner available to non-represented civil service employees.
234 It is understood that, for purposes of calculating the hourly equivalency of an annual salary, the figure of
235 2080 hours per year will be used.
236

237 **29. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR RESIGNATION.**
238 This Agreement may be terminated by EMPLOYEE on six (6) months' written notice to the Chief Medical
239 Examiner in order to satisfactorily address recruitment and transition needs. Any such notice, once
240 accepted by the Chief Medical Examiner, may not be withdrawn or rescinded except by mutual agreement
241 of the parties. The fact that the County Executive or the Chief Medical Examiner has asked EMPLOYEE
242 for EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted by,
243 the Chief Medical Examiner. Accrued but unused vacation, sabbatical and holiday time shall be paid
244 immediately upon resignation as long as proper notice was provided. If the resignation is requested by the
245 County Executive or the Chief Medical Examiner, the severance pay provisions of paragraph 33 shall be
246 applicable. No severance pay shall be payable in the event of a resignation not requested by the County
247 Executive or the Chief Medical Examiner.
248

249 **30. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO TERMINATE AT**
250 **WILL.** This Agreement may be terminated, or any obligation of EMPLOYER under this Agreement may be
251 suspended, by the Chief Medical Examiner at any time during its term, in the sole discretion of the Chief
252 Medical Examiner. EMPLOYEE shall be deemed to be an at-will employee of EMPLOYER who shall have
253 no remedy or recourse under EMPLOYER's civil service ordinance in the event of disciplinary action, up to
254 and including discharge. EMPLOYEE expressly understands that EMPLOYEE is not covered by
255 EMPLOYER's civil service ordinance in any fashion whatsoever, except as specifically and expressly set
256 forth in this Agreement, and that no representations to the contrary have been made to EMPLOYEE by
257 EMPLOYER or any representative of EMPLOYER.
258

259 **31. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION; PROCEDURE FOR**
260 **DISCIPLINARY ACTION.** All disciplinary action shall originate from the Chief Medical Examiner and be
261 accomplished by the Chief Medical Examiner or designee.
262

263 **32. PERIOD OF PROBATION; SEVERANCE BENEFITS.** The first twelve (12) months of EMPLOYEE's
264 employment under this Agreement shall constitute a period of probation. If the EMPLOYER terminates this
265 Agreement or if EMPLOYEE resigns at the request of the Chief Medical Examiner during the twelve (12)
266 month probationary period, EMPLOYEE shall not receive severance benefits as provided in paragraph 33.
267

268 **33. TERMINATION OF AGREEMENT BY EMPLOYER; SEVERANCE BENEFITS ON EARLY**
269 **TERMINATION.** In the event EMPLOYER terminates this Agreement prior to its expiration, EMPLOYEE
270 shall receive as severance pay a sum of money equal to three (3) months of base compensation at the rate
271 then in effect. Severance pay shall not be available to EMPLOYEE in the event EMPLOYEE voluntarily
272 resigns or is terminated for EMPLOYEE's commission of (i) any crime, under either federal or Wisconsin
273 law, (ii) any form of misconduct in public office under any provision of Wisconsin or federal law or county
274 ordinance, or (iii.) failing to meet the conditions set forth paragraph 8. Regardless of whether severance
275 pay as defined herein is available to EMPLOYEE, upon termination, EMPLOYEE shall be entitled to
276 receive, and EMPLOYER shall pay to EMPLOYEE, all accrued but unused vacation, sabbatical and holiday
277 pay. EMPLOYEE shall also be entitled to continue group health, group life and dental insurance or any of
278 them, all on such terms as are available to non-represented managerial and professional employees of
279 EMPLOYER who are not under an employment agreement. Upon termination by EMPLOYER,
280 EMPLOYEE's accumulated sick leave balance shall be converted to a monetary value arrived at by
281 multiplying the number of accumulated sick hours by the hourly rate in effect at termination, and the dollar
282 amount thus arrived at will be available to EMPLOYEE for payment of premiums for continuation coverage
283 of group health insurance and group dental insurance for the shorter of (a) the period EMPLOYEE is
284 unemployed or (b) 12 months. Nothing in this paragraph shall preclude the EMPLOYEE from exercising
285 his option to retire as set forth in paragraph 34, below.
286

287 **34. TERMINATION OF AGREEMENT; EMPLOYEE'S OPTION TO RETIRE.** If this Agreement is
288 terminated by either party as set forth herein or if the EMPLOYEE is to be terminated, the EMPLOYEE
289 shall, prior to the effective date of the termination, be allowed to retire and receive those benefits as are
290 available to non-represented Dane County managerial and professional civil service employees who
291 participate in the Wisconsin retirement system.
292

293 **35. TRANSFER INTO CIVIL SERVICE; SENIORITY CREDITS.** In the event EMPLOYEE shall seek
294 and obtain a Dane County civil service position, either during the term of this Agreement or within one (1)
295 year thereafter, she shall be entitled to all seniority credits (subject to union contracts, if applicable to the
296 new position) as would have been earned during the term of this Agreement if EMPLOYEE had been
297 hired into the civil service job classification from the inception of this Agreement, and shall be entitled to
298 any seniority credits from previous civil service appointment or employment. The benefits conferred upon
299 EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being terminated by
300 EMPLOYER during its term and (ii) EMPLOYEE not resigning his position Agreement (other than to
301 accept a Dane County civil service position).
302

303 **36. EXPIRATION OF AGREEMENT; RE-EMPLOYMENT PROCEDURES.** Upon expiration of this
304 agreement and if no offer of renewal is made, EMPLOYEE shall be entitled to have his name added to all
305 certifications for positions for which, in the sole opinion of the EMPLOYER, EMPLOYEE qualifies. The
306 benefits conferred upon EMPLOYEE by this paragraph are conditioned upon (i) this Agreement not being
307 terminated by EMPLOYER during its Term and (ii) EMPLOYEE not resigning his position during the term
308 of this Agreement.
309

310 **37. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.** EMPLOYER
311 shall indemnify, defend and hold harmless EMPLOYEE in the event of any litigation, whether groundless
312 or not, arising out of any act of EMPLOYEE done within the scope of EMPLOYEE's employment with
313 EMPLOYER. EMPLOYER will pay any judgment taken against EMPLOYEE in any such litigation, in
314 accordance with the requirements of Wis. Stat. §895.46. EMPLOYER reserves the right to compromise or
315 settle any such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
316 EMPLOYEE consents thereto.
317

318 **38. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT.** EMPLOYEE shall not assign or transfer
319 any interest or obligation in this Agreement, whether by assignment or novation. It is expressly understood
320 EMPLOYER will not consent to any assignment of EMPLOYEE's duties and obligations.
321

322 **39. CONSTRUCTION OF AGREEMENT; SEVERABILITY.** All parts of this Agreement are severable
323 from all other parts and invalidity of any part shall not operate to invalidate any other part.
324

325 **40. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS.** It is expressly understood
326 and agreed that in the event of any dispute between the parties, arising under this Agreement, Wisconsin
327 law shall control to the extent that it is not superseded by any applicable federal law. Venue for any legal
328 proceedings shall be in the Dane County Circuit Court.
329

330 **41. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT.** This Agreement constitutes the
331 entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject
332 matter hereof. Any prior employment agreement between the parties, together with any extension or
333 renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's
334 rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the
335 parties are hereby compromised in their entirety.
336

337 **IN WITNESS WHEREOF,** EMPLOYER and EMPLOYEE have executed this Agreement effective as
338 of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their
339 respective signatures ("Effective Date"), as indicated below.
340

341
342
343
344 **FOR EMPLOYER:**

345
346
347 Date: _____

Melissa Agard, County Executive

348
349
350
351
352
353
354 **BY EMPLOYEE:**

355
356
357 Date: 02/17/2026

Lauren Moshea, D.O.