EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF MADISON
AND
JOHN TATE, II

This Agreement made this _____ day of _____, 2022 by and between the City of Madison, a municipal corporation of Dane County, Wisconsin (hereafter, the "City") and John Tate, II a natural person (hereafter, "Independent Police Monitor").

WITNESSETH;

WHEREAS, the City desires to hire the Independent Police Monitor as an employee of the City of Madison to perform the services described herein on its sole behalf as the Independent Police Monitor, and

WHEREAS, the Independent Police Monitor represents that they possess the necessary knowledge, skill, abilities and experience to perform such services and is willing to perform such services as the Independent Police Monitor, and

WHEREAS, the Independent Police Monitor has been duly selected and has been confirmed for appointment to the position of Independent Police Monitor by the Common Council of the City of Madison on _____, and

WHEREAS, the Common Council of the City has authorized the execution of the Agreement by Resolution No. RES -_____.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and agreements contained in this document, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

I. INDEPENDENT POLICE MONITOR HIRED

John Tate II is hereby hired as a non-civil service employee of the City, holding the position of Independent Police Monitor pursuant to the terms, conditions, and provisions of this Agreement. The Independent Police Monitor shall have and exercise full authority and discretion as a Department Head within the City's organizational structure and act as Appointing Authority for employees of in accordance with all appropriate City Ordinances and Mayor's Administrative Procedure Memoranda.

II. FUNCTIONS, DUTIES, AND RESPONSIBILITIES OF THE INDEPENDENT POLICE MONITOR

A. General Responsibilities:

The Independent Police Monitor (IM) will provide professional, managerial, administrative, and auditing work to oversee the Madison Police Department's (MPD) compliance with internal policies and procedures, ensuring those policies and procedures align with research-

based best practices and applicable local, state, and federal laws. In addition, the Independent Police Monitor will review use of force incidents, oversee the processing of civilian complaints, and ensure independent review of police operations. Under the direction and supervision of the MPD Civilian Oversight Board (COB), the Independent Police Monitor will have full and unfettered access to all police data to examine systematic patterns in police conduct, complaints, and critical incidents. The Independent Police Monitor will have the authority to review operations and make data-driven recommendations to the MPD Chief regarding policy changes and disciplinary actions. The Independent Police Monitor will also carry out community outreach and engagement. The Independent Police monitor will be expected to exercise discretion in review of internal operations, shall maintain complete confidentiality of information unless disclosure is authorized within City guidelines, and is required to execute the responsibilities of the position. The Independent Police Monitor will establish and lead the Office of the Independent Police Monitor (OIM). They will set the office's operational philosophy and develop and maintain standard operating procedures to ensure all matters are handled in a thorough, objective, fair and impartial manner. This role will require process oversight and guidance on best practices to the Chief, Mayor, and any relevant City committees (the duties of this role do not involve direct management of MPD, which is within the designated authority of the Mayor, Council, or Chief of Police).

B. Examples of Duties and Responsibilities:

MPD Monitoring/Auditing:

- Monitor compliance with City and police policies and Standard Operating Procedures (SOPs), governing laws, and lawful orders from the Common Council, Mayor, and Civilian Oversight Board.
- Monitor implementation of the recommendations of the MPD Policy & Procedure Review Ad Hoc Committee.
- Monitor investigations of personnel and, where appropriate, request further research or initiate an independent inquiry and issue recommended findings and conclusions regarding the matter.
- Monitor training and trends in the occurrence of use of force incidents and MPD investigations of such events.
- Monitor ongoing internal investigations of possible misconduct to ensure investigations are thorough, fair, and objective.

Processing Complaints:

- Oversee a process for receiving and investigating complaints regarding MPD, including issuing subpoenas.
- Develop a process for independently receiving complaints from community members about MPD, including commissioned and civilian personnel and the Chief of Police; forward such complaints to MPD, MPD Professional Standards and Internal Affairs (PSIA), or the Police and Fire Commission (PFC) as appropriate, and monitor the

subsequent investigation through its completion.

- Refer aggrieved parties to the PSIA or PFC for the initiation of a complaint when appropriate.

- Determine arguable merit of potential complaints from aggrieved individuals and appoint counsel from a list of vetted attorneys for possible representation in presenting and litigating complaints against MPD personnel to the PFC.

- Determine whether complaints warrant the appointment of an outside investigator to conduct independent investigations and, if so, make appointments.

Reporting:

- Make reports or recommendations to the Chief of Police regarding policies, procedures, training, possible administrative actions, discipline processes, and outcomes and dispositions following individual case investigations.

- Provide an annual report to the Mayor and Common Council.

- Maintain an ongoing status report, to be available upon request, which includes but is not limited to patterns relating to complaints and recommendations regarding the sufficiency of investigations, determinations as to whether department rules and policies have been violated, and the appropriateness of disciplinary sanctions, if any.

Management of the OIM Office:

- Oversee all aspects of the OIM, including planning and organizing work and resources to ensure the highest possible service level.

- Establish and implement operational policies, goals, and objectives for the office within guidelines provided by the COB to assure operations are carried out.

- Facilitate and lead the hiring, coaching, training, engagement, and development of OIM staff to allow staff to reach maximum potential and performance.

- Supervise, plan, organize, coordinate, assign, and evaluate the work of OIM staff.

- Analyze and modify organizational structures and workflow to improve efficiency, creativity, and accountability.

COB Activities:

- Serve as Executive Secretary to the COB.

- Provide input to the COB for its annual review of the MPD and the Chief of Police.

Make arrangements for ongoing training of COB members.

In cooperation with the COB, initiate and direct community outreach and engagement efforts to gain information on community perspectives regarding MPD.

General:

- Address any matters of concern to the community, board members, the Chief of Police, and other MPD personnel, the Mayor, or the Common Council.

- Maintain Confidentiality of information as required, including records relating to the investigation and discipline of officers.

- Perform related work as required.

C. The Independent Police Monitor agrees to perform such functions and duties at a professional level of competence and efficiency. The Independent Police Monitor shall abide by all requirements of the laws of the State of Wisconsin, and of the ordinances, resolutions, regulations, rules, and practices of the City which exist at the time of execution of this Agreement, or which may, hereafter, be enacted or amended by the State of Wisconsin or the City in the exercise of their lawful authority. In the event a provision of this Agreement conflicts with any City ordinance, resolution, regulation, rule or policy, the provision of the Agreement shall control, except that nothing herein shall be interpreted as modifying the obligations or terms of Madison General Ordinance §3.35 (the Ethics Code).

D. The Independent Police Monitor shall devote full time to the duties and responsibilities provided herein and shall engage in no pursuit that interferes with them. The COB, however, may approve the Independent Police Monitor reasonable time away from the regular duties and responsibilities provided such time is approved in advance and taken as vacation leave or absence without pay. Further, the COB may authorize other limited outside professional activities on City time provided that they are determined to be of benefit to the City and the Independent Police Monitor is not compensated for such activities. Nothing herein limits the Independent Police Monitor from performing outside services for compensation provided such outside services have been approved by the COB, are not done on City time, and otherwise comply with City ordinances and rules.

E. The standard City workweek is 38.75 hours. However, the Independent Police Monitor hall have reasonable flexibility from this standard to accommodate additional time expended outside regular working hours required by attendance at meetings and the like. Such flexibility is not intended to provide or be used as additional vacation or other paid leave.

F. The Independent Police Monitor shall have no right to make contracts or commitments for or on behalf of the City except as preauthorized by statute, ordinance, or express written consent of the City.

G. Following an eight (8) month grace period, the Independent Police Monitor shall establish residency within the City of Madison and continue to reside within the City

of Madison for the duration of this contract. As a condition of accepting this contract, the Independent Police Monitor agrees to waive any right to challenge this residency requirement, by court action or otherwise.

III. COMPENSATION AND BENEFITS

A. The Independent Police Monitor's salary shall be based on an annualized rate of $125,000 and shall be paid in approximately equal biweekly payments according to regular City payroll practices. Annual salary adjustments during the term of this agreement may be made at the COB's discretion, subject to approval of the Common Council, as provided in the City's established managerial pay plan. The Independent Police Monitor shall not be entitled to receive any additional overtime compensation, compensatory time off, or bonuses.

B. The Independent Police Monitor shall, in addition to the compensation provided in Paragraph A above, and except as otherwise set forth in the Agreement, receive the same benefits as all other non-represented professional employees in Compensation Group 18. These benefits may be provided and/or modified by the Madison General Ordinances, Resolution of the Common Council, Administrative Procedure Memoranda, or other official City action throughout the duration of this agreement.

1. *Vacation*: The Independent Police Monitor shall be entitled to twenty-seven (27) days of vacation in each year of this Agreement. Credited but unused vacation in excess of ten (10) days may be carried forward to the succeeding year with the approval of the COB. If the Independent Police Monitor leaves the position before the end of the contract period, they shall be paid in full for any earned but unused vacation pro-rated to the day the Independent Police Monitor terminates City employment. If the Independent Police Monitor leaves the position at the end of the contract period or retires and qualifies for Wisconsin Retirement System (WRS) benefits, the Independent Police Monitor shall be paid in full for all vacation the Independent Police Monitor would have earned in that year.

2. *Floating Holiday*: The Independent Police Monitor shall be entitled to 3.5 floating holidays per year. If the Independent Police Monitor leaves the position before the end of the contract period or leaves the position at the end of the contract period, any unused floating holidays are forfeited. If the Independent Police Monitor retires and qualifies for WRS benefits, any unused floating holidays will be paid out at retirement.

3. *Sick Leave*: The Independent Police Monitor shall receive thirteen (13) sick days annually, accumulated half-day per pay period throughout the year. If the Independent Police Monitor leaves the position before the end of the contract period, the Independent Police Monitor shall be entitled to payment in full (100%) of any earned but

unused City sick leave accumulated prior to the start of this current contract period. The Independent Police Monitor shall be entitled to one-half (50%) of any earned but unused sick leave accumulated to the day the Independent Police Monitor terminated City employment during the current contract period. If the City terminates the Independent Police Monitor's contract before the end of the contract period or the Independent Police Monitor leaves the position at the end of the contract period or the Independent Police Monitor retires and qualifies for WRS benefits, they shall be entitled to payment in full (100%) of any sick leave the Independent Police Monitor would have earned through the end of that year.

4. *Vacation Conversion*: If the Independent Police Monitor accrues a balance of more than five weeks of vacation from the preceding year(s), the Independent Police Monitor may elect to convert up to ten (10) days of their annual vacation to an amount of cash equivalent, calculated on their regular earnings. The Independent Police Monitor shall apply for such conversion option in accordance with City procedures, and such amount shall be paid in a manner determined by the City.

5. The Independent Police Monitor shall be eligible to participate at City expense in professional seminars, conferences, workshops, and related meetings consistent with the role as Independent Police Monitor and in accordance with applicable Administrative Procedure Memoranda.

6. The Independent Police Monitor shall be reimbursed for relevant professional association and/or licensure dues.

7. The Independent Police Monitor shall be eligible for smart phone with data plan reimbursement up to seventy-five ($75) dollars per month for City usage.

8. The Independent Police Monitor shall be eligible to be a vehicle monitor. The Independent Police Monitor agrees to abide by all policies and procedures found in APM 2-13 City Vehicle Driver Policy.

9. The Independent Police Monitor shall be reimbursed for relocation expenses for the Independent Police Monitor's relocation to the City of Madison in accordance with APM 2-1. The Independent Police Monitor is responsible for obtaining two (2) bids for the move and submitting them to the City for authorization. Relocation expenses include: commercial carrier expenses, personal transportation expenses, temporary housing, and temporary storage of household items. The maximum reimbursement is $10,000.

   If the Independent Police Monitor resigns during the first twelve (12) months of employment, the City shall be reimbursed in full (100%) for

the relocation expenses; for resignations between thirteen (13) and twenty-four (24) months, the Independent Police Monitor shall repay the City half (50%) of said total relocation expenses.

IV. CONTRACT TERM

A. This Agreement shall take effect on November 14, 2022, and shall expire on November 13, 2027, unless terminated sooner as provided herein.

B. For a period of twelve (12) months from the effective date of this Agreement, the Independent Police Monitor shall serve a probationary period. During the probationary period, the Independent Police Monitor serves at the pleasure of the COB and may be removed at will by the COB. The COB will give the Independent Police Monitor four (4) weeks' notice of removal. Following the probationary period, and for any renewal of this Agreement, the Independent Police Monitor may only be removed as otherwise provided herein.

V. AGREEMENT RENEWAL / NON-RENEWAL

A. The Civilian Oversight Board (COB), pursuant to the authority granted in Madison General Ordinances §5.20, may offer renewal of this Agreement to the Independent Police Monitor. The COB shall notify the Independent Police Monitor of the intent to renew the Agreement at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify the Independent Police Monitor shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) without change in the Independent Police Monitor's anniversary date and shall not act as a full renewal of the Agreement. Renewal of the agreement and of its provisions shall be subject to the approval of the Common Council. In the event the Common Council does not renew this Agreement, this Agreement will remain in effect for ninety (90) days following the non-renewal action by the Common Council or five (5) years from the date of this Agreement, whichever is later. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Independent Police Monitor left at the end of the contract period.

B. The COB, in their sole discretion, may elect not to offer renewal of this Agreement to the Independent Police Monitor. In such event, the COB shall notify the Independent Police Monitor of the intent not to renew the contract at least ninety (90) calendar days before the expiration of this Agreement. Failure to so notify shall extend the term of this Agreement by the time of the delay in actual notification (but in no event for more than ninety (90) days) and shall not act as a renewal of the Agreement. At the expiration of the Agreement, the parties' rights, duties, responsibilities, and obligations shall end. The benefits enumerated in Section III. B. of the Agreement will be paid as if the Independent Police Monitor left at the end of the contract period.

VI. EARLY TERMINATION OF AGREEMENT / MATERIAL BREACH

A. The Independent Police Monitor may elect to terminate this Agreement before the expiration of the contract period. If the Independent Police Monitor provides less than forty-five (45) calendar days' notice in writing to the COB, the Independent Police Monitor forfeits all rights to the cash equivalent of any of the benefits enumerated in Section III. B. of the Agreement. If the Independent Police Monitor provides forty-five (45) calendar days' notice, or greater, in writing to the COB, the benefits enumerated in Section III. B. of the Agreement will be paid according to the terms of the Independent Police Monitor leaving during the contract period. These forfeiture provisions do not apply if the Independent Police Monitor retires from this position and qualifies for benefits under the Wisconsin Retirement System.

B. The COB may, in their sole discretion, terminate this Agreement within ninety (90) days of the expiration period defined in Section IV. A. of the Agreement. Early termination of the Agreement is accomplished by (a) notifying the Independent Police Monitor of the date of early termination, and (b) committing to pay, in a lump sum, the salary and benefits in Section III. B. that the Independent Police Monitor would have earned through the end of the contract period, together with payment of the City's share of any health insurance premiums through the end of the contract period. If this Agreement is terminated early through the provisions of this buy-out clause, the Independent Police Monitor's employment with the City ends on the early termination date.

C. The COB may discharge the Independent Police Monitor for the Independent Police Monitor's breach of a material provision of this Agreement after utilizing the procedure defined in Section VI. D of this Agreement. In the event of a discharge for the Independent Police Monitor's breach of a material provision of this Agreement, the Independent Police Monitor shall forfeit all compensation and benefits on the date of discharge.

D. In the event of an alleged breach of a material provision of this Agreement, by either party, the concerned party shall notify the other party, in writing, within thirty (30) working days of the alleged breach, of the specific provisions of this Agreement that were allegedly breached. After notification of the alleged breach, the parties shall meet within thirty (30) working days to resolve the alleged breach. If the issue is not resolved, the Independent Police Monitor may pursue contract remedies and the COB may discharge the Independent Police Monitor under the terms of Section VI. C of this Agreement.

E. The City retains the right, in its sole discretion, to abolish the position of Independent Police Monitor or to reorganize the position in the best interest of the City. In the event the City abolishes the position of Independent Police Monitor or reorganizes the to the extent that the position of Independent Police Monitor is no longer required, this Agreement shall terminate, and all rights, duties and obligations of the parties shall mutually end without recourse ninety

(90) calendar days after final approval of such abolishment of position or reorganization by the Common Council, except as provided in Madison General Ordinance §3.35 (the Ethics Code). The benefits enumerated in Section III. B. of the Agreement will be paid as if the Independent Police Monitor left at the end of the contract period.

VII. PERSONNEL ACTIONS

A. The Independent Police Monitor is subject to the COB's supervision and is, during the term of this Agreement, subject to the COB's authority to impose discipline or to discharge the Independent Police Monitor for a breach of this agreement if deemed necessary. The Independent Police Monitor shall come to work and follow all applicable work rules including those designed to protect the interests and safety of the City, employees, and members of the general public. This includes all applicable Madison General Ordinances, Resolutions of the Common Council, Administrative Procedure Memorandums (APM), Mayor's Directives, Collective Bargaining Agreements, and City Personnel Rules. The City recognizes, however, that corrective action may be necessary if the Independent Police Monitor fails to meet these expected standards. The purpose of any disciplinary action that the City takes is to correct behavior and is not intended to be merely a punitive action. Such disciplinary action shall be administered consistent with the accepted standards of just cause.

B. The Independent Police Monitor is expected to prepare an annual work plan for their department. The Independent Police Monitor shall be evaluated annually by the COB to assess work performance. This evaluation shall include the establishment of departmental goals and an assessment of challenges and accomplishments. It may also involve soliciting input from other department heads, staff supervised by the Independent Police Monitor, and/or Common Council Members.

VIII. CITY OBLIGATIONS AND RIGHTS

The City shall provide staff, equipment, supplies and space that it deems reasonable, in its sole discretion, for the conduct of the work of the Independent Police Monitor. The City retains the sole right to determine the organizational structure and overall functioning of the.

IX. REOPENING THE AGREEMENT

Either party may request that the Agreement be reopened for renegotiation if or when the Independent Police Monitor's duties or responsibilities change significantly. A "significant" change in the Independent Police Monitor's duties is defined as that degree of change in duties and responsibilities that would qualify a civil service position for reclassification pursuant to standard City personnel practices.

Factors which may be considered include the addition or deletion of duties, changes in services or the addition or deletion of programs. If there is no agreement, the

original Agreement shall control and shall not be reopened. Agreement changes, if any, and any resulting reclassification of the position shall not be deemed the creation of a new position so as to require competition.

X. LIABILITY PROTECTION

The City shall defend and indemnify the Independent Police Monitor against and for any and all demands, claims, suits, actions and legal proceedings brought against them in their official capacity or personally for acts performed within the scope of their employment to the extent and only to the extent authorized by the Wisconsin Statutes in effect at the time of the act complained of and as may be provided by any City insurance coverage for employees at such time.

XI. STATEMENT OF ECONOMIC INTERESTS

Pursuant to Madison General Ordinance §3.35 (the Ethics Code), the Independent Police Monitor shall file a Statement of Economic Interests with the City Clerk within 14 working days of their appointment. Each person required to file a Statement of Economic Interests shall annually file with the Clerk an updated Statement of Interests no later than April 30 of each year.

XII. DOCUMENTS AND MATERIALS PROPERTY OF THE CITY

All of the documents, materials, files, reports, data and the like which the Independent Police Monitor prepares or receives while this Agreement is in effect are the sole property of the City of Madison. The Independent Police Monitor will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

XIII. APPEARANCE BEFORE ANY CITY ENTITY FOLLOWING SEPARATION FROM EMPLOYMENT

The Independent Police Monitor shall be subject to the provisions of Madison General Ordinance §3.35 (the Ethics Code).

XIV. NO ASSIGNMENT OR SUBCONTRACT

The Independent Police Monitor shall not assign or subcontract any interest or obligation under this Agreement.

XV. AMENDMENT

This Agreement shall be amended only by the written agreement of the parties, said Addendum to be approved and authorized for execution in the same fashion as this original Agreement.

XVI. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy on either party's part shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

XVII. ENTIRE AGREEMENT

No agreements, oral or written, express or implied, have been made by either party to the Agreement except as expressly provided herein. All prior agreements and negotiations are superseded by this Agreement. This Agreement and any duly executed amendments constitute the entire Agreement between the parties.

XVIII. SEVERABILITY

In the event any provisions of this Agreement are determined by any court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

XIX. GOVERNING INTENT AND LAW

This Agreement shall be interpreted in the first instance in accordance with the spirit and intent of the Substitute Report of the Human Resources Committee Report approved by the Common Council on August 2, 1988, and shall be controlled, construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year contained herein.

CITY OF MADISON
A Municipal Corporation

Witness	Satya Rhodes-Conway, Mayor
Witness	Maribeth L. Witzel-Behl, City Clerk
Witness	Keetra Burnette, Chair Civilian Oversight Board

Witness

John Tait, II
Independent Police Monitor

APPROVED:

APPROVED AS TO FORM:

David P. Schmiedicke
Finance Independent Police Monitor

Michael R. Haas, City Attorney