

**City of Madison  
Inter-Departmental  
Correspondence**

Date: August 6, 2025

TO: Byron Bishop  
Equal Opportunities Division Manager

FROM: Linda Vakunta  
Deputy Mayor

RE: Termination of Employment

A pre-determination hearing was held on Monday, July 14, 2025, at 2 pm in the Madison Municipal Building. In attendance were you, Human Resources Services Manager Emaan Abdel-Halim, MPSEA Representative Eric Halvorson, and me. The purpose of the meeting was to address the following violations of City policy, specifically Administrative Procedure Memorandum (APM) 2-33, Rules of Conduct as follows:

Violations regarding APM 2-33 (Policy).

- *Employees are required to meet all of the following standard expectations and rules of conduct while on City premises, while attending City functions, while performing work-related activities, or while off work (if co-workers, customers, or the business interests of the City are impacted)... Serious violations include, but are not limited to, insubordination, theft, harassment or discrimination in violation of APM 3-5, and willful harm to individuals or damage to property.*

Violations regarding APM 2-33(A)2.

- *Employees will meet performance expectations and will efficiently and effectively carry out their duties during work hours or while on work premises. In doing this, employees will not engage in horseplay, roughhousing, or other disorderly behavior that will interfere with carrying out their or other employees' work.*

Violations regarding APM 2-33(A)5.

- *Employees will provide accurate and complete information whenever required by their position or as requested by an authorized person.*

Violations regarding APM 2-33(C)11.

- *Employees will meet performance expectations and will efficiently and effectively carry out their duties during work hours or while on work premises. In doing this, employees will not engage in horseplay, roughhousing, or other disorderly behavior*

*that will interfere with carrying out their or other employees' work. This also applies in communication, whether verbal, non-verbal, or written.*

Violations regarding APM 2-33(C)13.

- *Employees will conduct themselves in a manner that does not prevent themselves or others from adequately carrying out their duties and functions.*

Violations regarding APM 2-33(D)2.

- *Employees must respect the property of the City and others. Employees are strictly prohibited from engaging in theft, unauthorized possession, removal, destruction of City or other person's property, salvaging as prohibited by APM 2-19.*

At your pre-determination meeting you asked why an investigation was not conducted prior to the pre-determination meeting and why you were not interviewed prior to the pre-determination meeting. Investigations of policy violations do not always require interviewing multiple witnesses or any witness. For example, if an employee is late for work, reviewing their timecard or key card may be enough to determine if the employee was indeed late for work. The incidents in your case are verifiable through facts that do not require extensive investigation. The purpose of the pre-determination meeting was to give you the opportunity to provide mitigating information which you did. The City considered your mitigation information seriously, completed additional investigation based on issues you raised, and applied that mitigating information to the facts from its investigation as follows.

## **COURT REPORTING INVOICE**

On July 1, 2025, Director Davis received notice that an invoice for court reporting services ordered for an EOC hearing in January had not been paid. Director Davis received notice that the original invoice had been sent to you in January and, despite multiple attempts over the next six months by the service provider to get you to respond, you failed to acknowledge or reply to her requests for payment. Email records show that you did not submit the request for payment until May 2025. You further denied the charge on July 1, falsely responding that "this is not my bill or a bill for the city." Only when the service provider included the DCR administrative team on her second July 1 request for payment did you alert Director Davis to this concern.

**Bishop Response:** You stated that this claim was not factual and that you sent it to the admin team for payment and that it was not the first time that payments were not done. You stated that it was your practice to send invoices for payment as soon as you receive them so it is off your plate and that Michaelyn assured you that it would be processed. You also stated that it was not your bill and that you were confused because there was no work done in the last 6 months so it could not be your bill.

**FINDINGS:** Emails show that you requested the court reporter for the [REDACTED] hearing on January 9, 2025. The hearing took place on January 14, 2025. For the Record first invoiced you on January 20, 2025. For the Record invoiced you again on February 22, 2025. For the Record invoiced you again on May 1, 2025, and again on May 15, 2025. You did not send the invoice to Michaelyn until May 15, 2025, for payment. For the Record emailed you regarding payment again on July 1, 2025, to which you replied that it was not your bill or a bill for the City even though the hearing number and name of the parties were in the subject line of the emails. You stated that you called For the Record but the emails from the provider continuing to ask for payment indicate otherwise. **See Exhibit A.**

There is no credible explanation for you not forwarding the invoice on for payment on or around January 20, 2025, when you received it. You ordered the court reporter, and the hearing had only taken place 6 days before you received the invoice so the event should have been fresh in your mind. Certainly, when you received the second invoice on February 22, 2025, you should have forwarded it on at that point and set a reminder to follow up to ensure the invoice was paid. While it is true that you are not personally responsible for cutting the check, you are responsible for ensuring invoices for services you order are promptly paid and that did not occur here. Your lack of follow-through, which only required you to forward an email, is unacceptable and causes the vendors the City deals with to have a negative view of the City and could cause vendors to not deal with the City in the future. After searching your email, we found no email forwarding the invoice until May. Further, you were dishonest in your report to Director Davis that this, “was not your bill,” and in the investigation when you indicated you had previously forwarded the bill to Michaelyn earlier than May.

Not only were you derelict in your responsibility to process the invoice, but you were also misleading in reporting your actions after the fact. This is a violation of the following work rules:

Violations regarding APM 2-33(A)5.

- *Employees will provide accurate and complete information whenever required by their position or as requested by an authorized person.*

Violations regarding APM 2-33(C)11.

- *Employees will meet performance expectations and will efficiently and effectively carry out their duties during work hours or while on work premises. In doing this, employees will not engage in horseplay, roughhousing, or other disorderly behavior that will interfere with carrying out their or other employees’ work. This also applies in communication, whether verbal, non-verbal, or written.*

Violations regarding APM 2-33(C)13.

- *Employees will conduct themselves in a manner that does not prevent themselves or others from adequately carrying out their duties and functions.*

## FAILURE TO NOTICE EOC PUBLIC LISTENING SESSION

On July 2, 2025, Director Davis received notice that you organized and participated in an EOC public listening session on June 11, 2025, that did not adhere to established Open Meeting requirements. Although you indicated to Director Davis that notes were taken during the meeting, the meeting was not publicly noticed as required by *Wis. Stats. §19.84*, nor was it recorded as required by Madison General Ordinances (*MGO §33.01(9) and (12)*). Further, attendees were asked to maintain confidentiality at this public meeting, which is a violation of the Wisconsin Open Meetings Law (*Wis. Stats. §19.81 et seq.*) and impedes the practice of providing public transparency in City government. You have acknowledged that City Attorney Haas has advised you and the EOC of these and other responsibilities under the Open Meetings Law and City policies for boards, commissions, and committees.

*Bishop Response:* At the pre-determination hearing, you acknowledged that the June 11, 2025, EOC public listening session was not noticed. However, you stated that you do not set up these meetings and that noticing the meeting was Angela Banks' responsibility. You also stated that if the meeting does not have a quorum and no city business is being discussed or voted on, that it is not technically a meeting needing to be noticed. You indicated that in 2019 you purposely avoided quorum (which is 6 EOC members) to avoid having to notice a meeting.

**FINDINGS:** As the Equal Opportunities Manager, part of your job is to provide support and assistance to the Equal Opportunities Commission (EOC) directly and through subordinates like Ms. Banks. You are also listed publicly as the staff contact person for the EOC. This is your responsibility. Further, the email shows that Angela Banks emailed a draft press release to you and several EOC Commission members on May 6, 2025, for your approval. Ms. Banks sent the final press release solely to you on May 9, 2025, for your final approval demonstrating that the final approval decision rested with you. **See Exhibit B.** At no time did you respond to the other EOC Commission members or Ms. Banks that there was an issue with noticing the meeting or that a quorum of the EOC may be present. You also invited Alders from District 16 and District 20 to the public listening session leaving the possibility that other Alders could attend and there could inadvertently be a quorum of the Common Council<sup>1</sup>.

It is City practice, and open meetings best practice, to notice the meeting if any possibility of a quorum of a governmental body exists. Unless you, or someone at your direction, specifically directed EOC members not to attend so there would be no quorum, you would have no idea how many EOC members or Common Council members would attend the

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<sup>1</sup> When a quorum of a governmental body attends the meeting of another governmental body when any one of the members is not also a member of the second body, the gathering is a "meeting" unless the gathering is social or by chance. *State ex rel. Badke v. Village Board*, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

public listening session which would require notice. As you acknowledged in your pre-determination meeting, the EOC previously conducted public Community Listening Sessions. A search of Legistar showed that EOC public listening sessions were scheduled from November 10, 2022, through July 11, 2024, and were properly noticed. After the public listening session, there was typically a report of the public listening session at the next scheduled EOC meeting for EOC members. Since November 2022, this public listening session, and this public listening session only, failed to follow the EOC's established practice. **See Exhibit C.**

Byron, the City takes its public meeting obligations very seriously. It is inexplicable why you would treat this public listening session differently than all the others that came before it and inexcusable that you would not notice this meeting. The fact this public listening session was not noticed when others were properly noticed, the fact that there was likely an orchestrated effort to avoid quorum by having less than 6 EOC members attend (and no notes to determine who attended from the EOC and/or Common Council), and the fact attendees at the meeting were told the public meeting was confidential in a willful intent to avoid and obscure public transparency, all contribute to give the impression that this meeting was less than transparent which the City will not tolerate. As staff liaison between the Department and the EOC, it is your responsibility to ensure that the City commission you serve conducts itself according to City policy and State law. Finally, knowing confidentiality had been offered in the meeting, you misled your supervisor that there were notes for the meeting. Consequently, your actions violate the following work rules:

Violations regarding APM 2-33(A)5.

- *Employees will provide accurate and complete information whenever required by their position or as requested by an authorized person.*

Violations regarding APM 2-33(C)11.

- *Employees will meet performance expectations and will efficiently and effectively carry out their duties during work hours or while on work premises. In doing this, employees will not engage in horseplay, roughhousing, or other disorderly behavior that will interfere with carrying out their or other employees' work. This also applies in communication, whether verbal, non-verbal, or written.*

Violations regarding APM 2-33(C)13.

- *Employees will conduct themselves in a manner that does not prevent themselves or others from adequately carrying out their duties and functions.*

## **PARALEGAL INTERN RECRUITMENT**

On July 2, 2025, Director Davis received notice that you intend to make an unauthorized increase in pay for the recently hired DCR paralegal intern. Although you were notified verbally and in writing on May 29, 2025, not to exceed the budget for this work of \$6,975,

you sent a request to payroll staff “authorizing” a \$3,000 increase, beyond the approved budget.

*Bishop Response:* You claim that a mistake was made and that you mixed information from a previous meeting or meetings and misremembered the numbers.

**FINDINGS:** This recruitment began a year ago with a discussion with Madison College regarding hiring an intern for a newly created paralegal intern position. At that time, the plan was for the intern to be hired through Madison College and for DCR to pay Madison College for a portion of the internship. An hourly rate of \$15 was discussed. At some point, Madison College was forced to withdraw because it was taking too long and because students were not meeting the criteria needed for funding. After Madison College withdrew, you continued to recruit outside the City HR hiring process by sending out an email to multiple schools/people. About six (6) people responded and three (3) people submitted resumes. Those three candidates were then interviewed by you and other DCR staff. You then offered the position to one of the candidates at \$15 per hour.

Subsequently, you were informed by HR that the intern position needed to be under the Management Intern 1 classification now that the City was the sole employer/sponsor of the position and that the new rate of pay would be \$20.46 per hour. The hired candidate began working on April 28 working 2 days (15.50 hours) per week. You were informed that based on the funds available in the Department budget, the total budget for the intern position was \$6,975 and that it could not be exceeded. You knew on January 22, 2025, that the approved budget was \$6,975 because the budget amount was correctly shown in the January 22, 2025, email you prepared and sent to Director Davis and in the email you sent to Michaelyn on April 15, 2025, so the position could be entered into the City system. **See Exhibit D.** You knew after the meeting on May 29 that the hourly rate was \$20.46 and that the budget of \$6,975 could not be exceeded. **See Exhibit D.** Dividing the hourly rate into the approved dollar budget meant that the intern could work a total of 340 hours. You were tasked with discussing the new pay rate and scheduling with the intern. Human Resources Analyst Brooke Gillitzer sent an email on May 29, 2025, summarizing the discussion between HR and DCR staff, including you. **See Exhibit D.**

On or around July 2, 2025, you sent an email to Michaelyn Gibson with the heading “Setting Payroll Rates” stating that the intern was to be paid \$20.46 per hour for 465 hours of work for a total budget of \$9,513.90 exceeding the approved budget by approximately \$3,000. You did not include Director Davis in the email. Next to the \$9,513.90 amount you had **(Approved Budget)** misleading the reader into believing the budget increase was approved by Director Davis when, in fact, he approved no such increase. Ms. Gibson reminded you of the hours and budget dollars approved for the position by Director Davis. **See Exhibit D.**

Once Madison College was no longer able to participate in the recruitment, the intern position became solely a City hire which was then required to proceed through City Human Resources - yet you continued to recruit outside of City HR.

You knew the budget for the position was \$6,975 on or around January 2025 and were also clearly informed by both Director Davis and HR staff of the total budget for the position, and the resulting limits on work hours at the May 29 meeting as evidenced by Ms. Gillitzer's summary of the meeting. You nonetheless attempted to increase both the budget and the hours of the position and left Director Davis out of the recruitment and subsequent hire only informing him on April 15 about the hire after the PA had been created and only 2 weeks before the intern's start date.

The most significant issue here is your lack of adherence to the requirement to maintain a budget of \$6,975, as clearly instructed, as well as to run all budgetary authorizations through your supervisor and City HR. Indeed, it would be reasonable to conclude that you were intentionally attempting to circumvent both your supervisor and City HR staff by excluding them from your email authorizing the new rate and hours and by intentionally labeling the new rate and hours as **Approved Budget** when you knew no such approval from Director Davis existed.

Your actions violated APM 2-33 in the following sections:

Violations regarding APM 2-33(A)5.

- *Employees will provide accurate and complete information whenever required by their position or as requested by an authorized person.*

Violations regarding APM 2-33(C)11.

- *Employees will meet performance expectations and will efficiently and effectively carry out their duties during work hours or while on work premises. In doing this, employees will not engage in horseplay, roughhousing, or other disorderly behavior that will interfere with carrying out their or other employees' work. This also applies in communication, whether verbal, non-verbal, or written.*

Violations regarding APM 2-33(C)13.

- *Employees will conduct themselves in a manner that does not prevent themselves or others from adequately carrying out their duties and functions.*

## **PARALEGAL/MEDIATOR MEETING**

On July 9, 2025, around 10:45am, Director Davis asked you when a follow up meeting with HR regarding the Paralegal/Mediator position and the new internal mediation program was scheduled. You replied that the meeting had not yet been scheduled and that you were still awaiting the participants' schedules. However, Director Davis was notified on July 9, 2025, at noon, that the meeting was taking place while he was scheduled to be at another meeting. You subsequently forwarded the meeting request to him at 12:01pm, after the meeting had already begun. When he returned to the office and asked you what happened,

you stated that you had not seen the meeting on your calendar until the time for the meeting.

*Bishop Response:* You stated the meeting was re-scheduled on your behalf by Alyssa Riphon. You stated that Director Davis was not on the initial invite and that you added him to the meeting before it was re-scheduled and that you were not aware Director Davis was not added to the re-scheduled meeting notice.

**FINDINGS:** An email search showed that on June 30, 2025, Director Davis was invited to, and accepted, the original meeting invitation for July 3, 2025, along with Emaan Abdel-Halim and Brook Gillitzer in Human Resources. **See Exhibit E.** The July 3 meeting was subsequently cancelled. Director Davis was included in the cancellation notice of the meeting. However, when Alyssa Riphon reached out to re-schedule the meeting on your behalf, Director Davis was missing from the re-scheduled meeting – only Ms. Abdel-Halim and Ms. Gillitzer were included. **See Exhibit E.** You did forward the meeting notice to Director Davis on July 9 after the meeting had already started. **See Exhibit E.** While you stated you were not aware of what was going on, you received the meeting forward notification on Monday, July 7 at 8:44:45 a.m. **See Exhibit E.** The notification only included Ms. Abdel-Halim and Ms. Gillitzer as recipients of the notification. Director Davis was not listed. There was ample time to add Director Davis yourself or to instruct Ms. Riphon to make sure all the original meeting attendees were included once you saw that Director Davis was missing from the notification. You did neither. Moreover, when Director Davis inquired on July 9 about the meeting, you falsely stated that the meeting had not yet been scheduled despite it having been rescheduled two days prior and you receiving notification of the re-scheduled meeting two days prior.

As you have been previously directed to review and respond timely to emails, you should have noticed prior to 12:01, after the meeting had already started, that the meeting was on your daily agenda. Further, providing notice via email only after the meeting had started suggests intent to exclude Director Davis from the meeting; at a minimum, it was extremely negligent to do so given the context and given that Director Davis had asked you about the meeting that very morning. You should have immediately checked your email and your schedule (or had someone else check) and forwarded the meeting notice to Director Davis that morning after he asked you about it – not after the meeting had already started. This behavior constitutes a violation of APM 2-33:

*Violations regarding APM 2-33(A)5.*

- *Employees will provide accurate and complete information whenever required by their position or as requested by an authorized person.*

*Violations regarding APM 2-33(C)11.*

- *Employees will meet performance expectations and will efficiently and effectively carry out their duties during work hours or while on work premises. In doing this, employees will not engage in horseplay, roughhousing, or other disorderly behavior*



*that will interfere with carrying out their or other employees' work. This also applies in communication, whether verbal, non-verbal, or written.*

Violations regarding APM 2-33(C)13.

- *Employees will conduct themselves in a manner that does not prevent themselves or others from adequately carrying out their duties and functions.*

## **PREVIOUS DISCIPLINE**

For more than three (3) years, the City and DCR leadership have instructed you on improving your work performance and meeting the expectations set for you as a high-level manager with the City of Madison. **See Exhibit F.** All your previous progressive discipline involved similar violations of APM 2-33. In each case, you failed to read and respond timely to email; failed to seek clarification or adequate authorization before acting; ignored specific directives from DCR or other City leadership; failed to obtain approval in advance of acting; refused to take responsibility for these failures and improperly handled recruitment and budgeting for a position, among other issues. Your progressive discipline has included:

- |                     |  |
|---------------------|--|
| ▪ March 10, 2022    | Letter of Instruction (not discipline/sets expectations) |
| ▪ October 20, 2022  | Verbal Warning   |
| ▪ December 14, 2022 | 1- Day Suspension  |
| ▪ August 14, 2023   | 3-Day Suspension   |
| ▪ June 28, 2024     | 5-Day Suspension   |
| ▪ November 7, 2024  | 10-Day Suspension/Final Notice                           |

I note that you have been repeatedly instructed and warned over the years about not reading your email. Had you read your email and responded promptly, the invoice for the [REDACTED] hearing should have been forwarded for payment on or shortly after January 20. Certainly, by the time you received the second notice in February, the invoice should have been sent by you to your admin person for payment. You offered no credible explanation for failing to forward the email. Likewise, not paying attention to your email resulted in Director Davis being left off the paralegal/mediator meeting. Had you reviewed your email, you would have seen that Director Davis did not get the notification, and you could have taken steps to correct the issue days before the meeting or even that morning when Director Davis followed up with you instead of forwarding the invitation to the meeting after the meeting had already started. As a high-level manager, you are tasked with participating in the general management of the department which you failed to do. While this is certainly negligent, at best, at worst it suggests a continuing pattern of insubordination and refusal to include or adhere to the direction of Director Davis.

You were also previously disciplined for failing to obtain the requisite approvals in advance before acting and for improperly handling recruitment and budgeting for positions. Instead

of forwarding the incorrect budgeted hours and intentionally increasing the budget set by Director Davis by roughly \$3,000 for the Management Intern 1 position (and falsely labeling it as "Approved Budget"), you should have included Director Davis in the correspondence and planning once Madison College withdrew from the recruitment. Director Davis and you were present at the May 29 meeting. It was clear at the end of that meeting what the approved hours, hourly rate and budget were for the position. It was also clear that everyone else present at the meeting understood what the approved hours, hourly rate and budget was for the position was but you. By taking the recruitment outside of HR once Madison College withdrew, the checks and balances normally present were circumvented. Not reading email or copying Director Davis at best and ignoring and/or circumventing Director Davis' clear instructions at worst, resulted in errors and a delay in processing for the new employee. This was not your first hire/recruitment so you should have been familiar with, and followed, the proper processes and you should have kept Director Davis informed.

Your response to these incidents were the same excuses that you have provided during previous pre-d meetings – that it was someone else's responsibility, you didn't see it, etc.. However, the management of your division rests with you. If your subordinates do not do their jobs, it is incumbent upon you to correct their mistakes and to properly instruct them in the performance of their job duties. Consistent throughout your discipline history is a failure to read and act on email in a timely manner, failure to keep DCR and other City leadership informed and ignoring clear instructions from DCR and other City leadership. In over 3 years, there has been no evident improvement in these areas and, as the incidents outlined above demonstrate, your insubordination and/or negligence continues. These are not actions that are someone else's fault. The oversight and management of the Division rests with you.

In total, these violations cannot be seen as merely a momentary lapse in judgement. Rather, they demonstrate either a consistent unwillingness to perform, or a complete disregard of your job responsibilities as a high-level manager in the City of Madison. Given the pattern of continued violations, your discipline history to date, your knowledge of the reasonable work rules and basic expectations that you violated, the liability involved, the damage you have, or could have, done to the department's reputation and your lack of responsibility in owning up to your actions, I have determined that termination from the position of Equal Opportunities Manager effective immediately is warranted.

In making that determination, I have also considered the following factors:

- That you were aware or should have been aware of the consequences of your conduct.
- That the policies you violated were reasonable policies.
- That a reasonable effort was made to discover whether you did, in fact, violate the policies.
- That the investigation was both fair and objective.

- There is substantial evidence you violated policy.
- This discipline is being applied to you fairly and without discrimination.
- That this discipline reasonably relates to the seriousness of this violation, to your service record with City, and your years of service with the City.

Byron, it is due to your actions, your conduct, your behavior and an utter rupture of the bonds of trust that are needed in the employment relationship that I have no other option at this point but to take this step, since past discipline has failed to correct the behavior. Out of respect for your years of service, the City would consider a resignation agreement. If you wish to explore this option, you or your representative should contact Kurt Rose or Erin Hillson within three (3) business days of receiving this correspondence.