



OAKLAND POLICE COMMISSION

REGULAR MEETING AGENDA

September 28, 2023

5:30 PM (Open Session: 6:30 PM)

The purpose of the Oakland Police Commission is to oversee the Oakland Police Department to ensure its policies, practices, and customs conform to national standards of constitutional policing, and to oversee the Office of the Inspector General, led by the civilian Office of Inspector General for the Department, as well as the Community Police Review Agency (CPRA), led by the Executive Director of the Agency, which investigates police misconduct and recommends discipline.

**Please note that Zoom links will be to observe only.
Public participation via Zoom is not possible currently.**



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PUBLIC PARTICIPATION

The Oakland Police Commission welcomes public participation. During this time of transition back to in-person meetings, we are currently prohibited from implementing hybrid meetings. Please refer to the ways in which you can observe and/or participate below:

OBSERVE:

- To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10
- To observe the meeting by video conference, please click on this link <https://us02web.zoom.us/j/84665656599> at the noticed meeting time. Instructions on how to join a meeting by video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193>, which is a webpage entitled “Joining a Meeting”
- To listen to the meeting by phone, please call the numbers below at the noticed meeting time: Dial (for higher quality, dial a number based on your current location):

+1 669 900 9128 or +1 669 444 9171 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 646 931 3860

Webinar ID: 846 6565 6599

After calling any of these phone numbers, if you are asked for a participant ID or code, press #. Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663>, which is a webpage entitled “Joining a Meeting By Phone.”

Use of Zoom is limited to observing, public comment will not be taken via Zoom

PROVIDE PUBLIC COMMENT IN PERSON:

- Public comment on each agenda item will be taken. Members of the public wishing to comment must fill out a speaker card for each item they wish to comment on. Speaker cards will be accepted up until Public Comment for each item begins. Please submit your cards to the Chief of Staff before being recognized by the presiding officer.
- Comments must be made on a specific agenda item covered in the meeting that the comment was submitted for, and that item must be written on the speaker card, or they will be designated open forum comments.
- Comments designated for open forum, either intentionally or due to the comments being outside of the scope of the meeting's agenda/submitted without a including a written agenda item, will be limited to one comment per person.

E-COMMENT:

- Please email written comments to opc@oaklandcommission.org. E-comments must be submitted at least **24 hours** prior to the meeting with the agenda item to which it pertains. Open Forum comments are limited to one per person.



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September 28, 2023
5:30 PM (Open Session: 6:30 PM)

I. Call to Order, Welcome, Roll Call and Determination of Quorum

Chair Tyfahra Milele

Roll Call: *Vice Chair Jordan; Commissioner Rudolph Howell; Commissioner Jesse Hsieh; Commissioner Regina Jackson; Commissioner Marsha Peterson; Alternate Commissioner Karely Ordaz; Alternate Commissioner Angela Jackson-Castain*

II. Closed Session (approximately 5:30-6:30 p.m.)

The Police Commission will take Public Comment on the Closed Session items.

THE OAKLAND POLICE COMMISSION WILL ADJOURN TO CLOSED SESSION AND WILL REPORT ON ANY FINAL DECISIONS DURING THE POLICE COMMISSION'S OPEN SESSION MEETING AGENDA.

CONFERENCE WITH LEGAL COUNSEL

EXISTING LITIGATION (Government Code Section 54956.9(d)(1))

Delphine Allen et al., v. City of Oakland, et al.

N.D.Cal No, 00-cv-4599-WHO

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Government Code Section 54957(b))

III. Open Forum Part 1 (2 minutes per speaker, 15 minutes total)

Members of the public wishing to address the Commission on matters that are not on tonight's agenda but are related to the Commission's work should submit a speaker card prior to this item. Comments regarding agenda items should be held until the agenda item is called for discussion. Speakers not able to address the Commission during this Open Forum will be given priority to speak during Open Forum Part 2. ***This is a recurring item.***

IV. Town Hall: Chief of Police Search — Should the Oakland Police Commission Recommend LeRonne Armstrong Be Reinstated as Chief of Police? ([Attachment 4](#))

The Commission will receive public comments on this matter. If the Commission does not have a quorum of five Commissioners attending to conduct its Regular Meeting, this agenda item of receiving information by the community will be converted to a hybrid meeting (in person in City Council Chambers and via Zoom) by the Staff Searches (Chief of Police Search) Ad Hoc Committee.

- a. Discussion
- b. Public Comment
- c. Action, if any



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V. Consider Approval to Send the September 18, 2023 Commission-Approved NSA Addendum Statement to the Mayor, City Council, City Administrator, and OPD on the 3 Recommendations Related to the Court Monitor and Community Oversight (Attachment 5)

On September 18, 2023, in closed session, in a motion made by Vice Chair Jordan and seconded by Commissioner Howell, the Commission voted unanimously (Chair Milele, Vice Chair Jordan, Commissioner Peterson, Commissioner Howell, and Alternate Commissioner Ordaz) to direct Commission Counsel to submit to the City Attorney's Office for the inclusion an Addendum from the Commission in City's court filing, as was the case at the last April 2023 filing. In its court briefing filed on September 19, 2023, the City filed the first four paragraphs of the Addendum and the NSA Memorandum. The City declined to file the entire Addendum, stating that the City is not in agreement with the Commission's Addendum position and recommendations.

- a. Discussion
- b. Public Comment
- c. Action, if any

VI. Update from Oakland Police Department (OPD)

Representatives of the Oakland Police Department will provide an update. Topics discussed in the update may include crime statistics; risk analysis; a preview of topics which may be placed on a future agenda; responses to community member questions; and specific topics requested by the Commission. ***This is a recurring item. (Attachment 6)***

- a. Discussion
- b. Public Comment
- c. Action, if any

VII. Update from the Office of the Inspector General

Inspector General Michelle N. Phillips will provide an update on the OIG's work. Topics discussed in the update may include project priorities under the City Charter; staffing updates; community engagement and outreach. ***(Attachment 7)***

- a. Discussion
- b. Public Comment
- c. Action, if any

VIII. Status Report on Proposed Changes to the Oakland Municipal Code and Enabling Ordinance

The attached report is regarding the City Council's Public Safety Committee meeting on the "Ordinance modifying the Enabling Ordinances for the Police Commission, the Community Police Review Agency and the Office of the Inspector General" (File ID 23-0620) on September 12, 2023. The report lists the possible areas for amendments, and Commission Counsel seeks direction from the Commission on its position regarding each of the topic areas. ***(Attachment 8 – TBA Monday)***

- a. Discussion
- b. Public Comment
- c. Action, if any



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IX. Committee Reports

Representatives from Ad Hoc Committees will provide updates on their work.

This is a recurring item. (Attachment 9)

- **Integrity of Witnesses (Commissioners Hsieh, Howell, Jackson)**

The purpose of the Integrity of Witnesses Ad Hoc is to review OPD's policies concerning witnesses and recommend changes that strengthen those policies to eliminate the potential for witness tampering and improper witness payments. This ad hoc will also consider what accountability measures should be in place to reveal potential misconduct by investigators (see People v. Phong Tran 23-CR-003838).

- **Community Outreach (Commissioners Howell, Jordan, Ordaz)**

The objective of this Ad Hoc is to increase public awareness and knowledge of the Commission's work and ensure broad community voices, especially from the most marginalized, are elevated. This Ad Hoc will also oversee the community engagement and outreach of the CPRA, the IG's office and to some extent the OPD. Additionally, this Ad Hoc will work to set the guidelines for how Commission Ad Hoc's are formed and run.

- **Community Policing DGO 15-01 (Commissioners Hsieh, Howell)**

This committee is dedicated to developing a new policy directing Oakland Police Department's role in Community Policing. This project began in earnest in July 2021 in partnership with community leaders, activists, police officers, and city staff. The ad hoc was reconstituted in May 2023 to review additional updates to the policy by OPD.

- a. Discussion
- b. Public Comment
- c. Action, if any

X. Approval of Meeting Minutes

The Commission will review and possibly amend or approve meeting minutes for July 13, 2023.

This is a recurring item. (Attachment 10 – TBA Monday)

- a. Discussion
- b. Public Comment
- c. Action, if any

XI. Upcoming/Future Agenda Items

The Commission will engage in a working session to discuss and determine agenda items for the upcoming Commission meeting and to agree on a list of agenda items to be discussed on future agendas. ***This is a recurring item.***

- a. Discussion
- b. Public Comment
- c. Action, if any



OAKLAND POLICE COMMISSION REGULAR MEETING AGENDA

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- XII. Open Forum Part 2** (2 minutes per speaker, 15 minutes total)
Members of the public wishing to address the Commission on matters that were not on tonight's agenda but are related to the Commission's work should submit a speaker card prior to the start of this item. **Persons who spoke during Open Forum Part 1 will not be called upon to speak again without prior approval of the Commission's Chairperson. This is a recurring item.**
- XIII. Adjournment**

NOTICE: In compliance with the Americans with Disabilities Act and Equal Access Ordinance, for those requiring special assistance to access the videoconference meeting, to access written documents being discussed at the Discipline Committee meeting, or to otherwise participate at Commission meetings, please contact the Police Commission's Chief of Staff, Kelly Yun, at kyun@oaklandca.gov for assistance. Notification at least 72 hours before the meeting will help enable reasonable arrangements to ensure accessibility to the meeting and to provide any required accommodations, auxiliary aids, or services.



**OAKLAND POLICE
COMMISSION**

JOIN US FOR A

TOWN HALL MEETING

CHIEF OF POLICE SEARCH

**SHOULD THE OAKLAND POLICE COMMISSION
RECOMMEND LERONNE ARMSTRONG BE REINSTATED AS
CHIEF OF POLICE?**

SUBMIT WRITTEN PUBLIC COMMENTS TO:

OPC@OAKLANDCOMMISSION.ORG

THURSDAY
28 SEPTEMBER, 2023



START AT
06:30PM



OAKLAND CITY HALL
COUNCIL CHAMBERS



1 FRANK H. OGAWA PLAZA, OAKLAND, CA 94612

SHARE YOUR VOICE!

TOWN HALL IS PART OF REGULAR COMMISSION MEETING. BROWN ACT RULES AND ADA ACCOMMODATIONS APPLY. 1-2 MINUTES PER SPEAKER DEPENDING ON ATTENDEE NUMBER

For more information



WWW.OAKLANDCA.GOV/POLICE-COMMISSION

Police Commission Regular Meeting 9.28.23
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**Oakland Police Commission’s Statement
September 19, 2023 Case Management Conference Court Filing**

The Court, in its April 2023 Order, made a self-reflecting statement that the Court is “wrestling with the utility of its role in helping the City achieve constitutional policing after 20 years of monitoring compliance with the NSA.” Court proceedings – albeit a critical mechanism for systemic reform – have their limitations; and after a certain point, could have diminishing returns. Transition to community oversight and local control should be the strategic, collective direction for all parties.

The Oakland Police Commission appreciates the Court asking parties how the Court can help the Oakland Police Department and the City make progress on constitutional policing reform and come into compliance with the Negotiated Settlement Agreement. We humbly answer that at this juncture of more than 20 years of court oversight and with the current status of progress, the best way for the Court to help is to begin the process of a smooth and successful transition to community oversight. What the Court is missing in its oversight is meaningful input from the very community that is being policed.

The Court is correct to suggest that the Department has proven it is not capable of policing itself, which is why the City’s Reimagining Public Safety Task Force also suggested transitioning all IAD cases (not just public complaint ones) to the Community Police Review Agency (civilian investigators) which is overseen by the Commission.¹ Such recommendation would not come from a Court Monitor whose purpose is to monitor the NSA tasks, and not ensure a smooth transition to community oversight. This community-driven recommendation to transfer most of IAD to CPRA would have the added benefits of freeing up sworn officers to do public safety work while being less expensive than investigations conducted by sworn officers.

Culture change requires an infusion of community values in policing, as Mayor Thao said in her response to the Court’s question. The Commission is the vehicle for such infusion of community values, as the Commissioners are volunteers from the community.

The Court Monitor is not well equipped to think about and implement policy changes about how racial bias/racial profiling/race discrimination cases are being investigated by IAD, for instance. DGO M-19, the Department’s policy prohibiting racial bias, has not been updated since 2004. This dated policy prevents IAD and the Community Police Review Agency from holding officers to a standard reflective of present-day community expectations. Another example, when presented with a request to monitor matters of importance to the community, the Court Monitor declined to investigate the Bey matter that the Commission believes is related to the Task 5 and the heart of the *Delphine Allen* case (alleged police misconduct and racial and religious profiling of the Black and Muslim communities).

Other Consent Decrees/Settlement Agreements That Have Transitioned to Community Oversight Entities

Courts have historically transitioned oversight from a court monitor to a civilian oversight agency of several city police departments.

When U.S. District Court Judge Gary Allen Feess terminated Los Angeles Police Department's consent decree, he granted primary oversight responsibilities to the Los Angeles Police Commission (a five-member civilian oversight board) and the Office of the Inspector General.ⁱⁱ Judge Feess granted a motion for a transition agreement to phase out the consent decree and oversight of the court monitor. Under a recent joint motion to approve a compliance agreement, the U.S. Department of Justice agreed to transition oversight of the Seattle Police Department from the court monitor to the Office of the Inspector General as the city's police department began to transition out of federal oversight while calling on the court monitor to assess the Community Police Commission's capacity to provide accountability for the Seattle Police Department.ⁱⁱⁱ When the federal government's consent decree with the Detroit Police Department terminated, U.S. District Court Judge Avery Cohen noted the importance of the eleven-member Detroit Board of Police Commissioners and that it should continue as a civilian oversight board dealing with complaints.^{iv}

Culture Change in OPD

The Court asked two major questions: what needs to happen to create culture change in the Department, and how can court oversight support such efforts.

The Commission has taken several actions, including approving the policy recommendations by the outside investigation firm Clarence Dyer Cohen ("CDC"). Additionally, since the April hearing and Court Order, the Commission has engaged in several in-depth discussions around the Court's question of culture change.

To set direction about ongoing reform efforts, the Commission had established an NSA Tasks 5 & 45 Ad Hoc Committee of Commissioners and featured community members earlier this year. In the Commission's March 30, 2023 NSA Memorandum filed with the Court in April, it identified four culture change issues:

- Chain of Command Instilling a Fear of Insubordination If Subordinate Officers Speak Up
- Lack of Distributed Leadership and Accountability at OPD
- Availability of Mental Health Services and Support for Sworn Officers
- OPD Officer Perception of Alleged Favoritism in Discipline

The Commission continued this ad hoc committee to deliberate on a response to the Court's question about what is needed to create culture-change in the Department. The ad hoc identified 3 top issues for culture-change, which is elaborated further in a second, follow-up NSA Memorandum (Exhibit 2). The ad hoc committee also conducted public meetings for public feedback on the NSA Memo, and the exhibit reflects those public sentiments.

- Acknowledge bad past practices and their lessons.
- Strengthen discipline for a culture of accountability, including making modifications to the Discipline Policy/Matrix (also mentioned in March 30, 2023 NSA Memo)
- Foster ethical leadership through a culture-shaping initiative for low- to mid-level managers (also mentioned in March 30, 2023 NSA Memo)

We hope that the Court recognizes that through the Commission, there is a formal public/community voice perspective to the NSA for the court to consider.

To answer the Court's questions, for all the aforementioned reasons, the Commission recommends the following three major steps that the Court could take to support organizational culture change in OPD: 1) Partnership with Court Monitor and Commission, 2) Plan for transition to community oversight, and 3) Process improvement of current NSA/court oversight efforts.

I. Recommendation One: PARTNERSHIP - Order a Partnership Between the Court (with the Court Monitor/IMT) and Commission (with OIG/CPRA).

Below are possible immediate actions that the Court could order the Court Monitor to take to establish a partnership with the Commission related to its four main functions (community-input, investigation, policy recommendations, and auditing):

- The Court Monitor accepts the Commission's invitation for the Court Monitor to regularly present to the Commission in closed and open sessions.
- The Court Monitor provides the Commission with drafts of the court monitor reports before filing (giving the Commission an opportunity to respond whether it is in agreement or not with Monitor's assessment).
- The Court Monitor, IMT, and IAD should coordinate with CPRA on all investigations (especially ones by outside investigators and serious incident matters including ones involving the police chief and other senior command officers).
- The Court Monitor/IMT should collaborate with OIG on auditing & policy recommendations.

Currently, there is no formally required communication between the Court Monitor and his team with the Police Commission and its agencies (Office of Inspector General & Community Policing Review Agency). Such partnership would have given the Court the ability to gain an alternative perspective from the community (versus the Court Monitor and investigating firm that are not from the community). For instance, the Court Monitor initiated an outside investigation that resulted in the former police chief being placed on administrative leave (without notifying the Commission for an opportunity to conduct a parallel investigation – knowing that the outside investigation would have major impact on NSA compliance findings). The outside investigating firm also put forth policy recommendations without input from the Office of the Inspector General that is tasked to provide policy recommendations.

The result we witnessed this year is a Court Monitor being questioned by the community through protests and rallies such as ones held by the NAACP Oakland Chapter. It is an understandable sentiment: 1) this is the third time the city was nearing exiting the NSA when an issue brought it out of compliance, 2) the former police chief's administrative leave (or that he was even implicated in the outside investigation in the first place) was a surprise to many people including the Commission, and 3) still today, there is a serious lack of transparency and communication by the City and Court Monitor team in disclosing to the Commission critical information about the cases.

Furthermore, it is within the best interest of all parties for the Court Monitor to partner with the Commission in order to, minimally, avoid incongruent findings and recommendations between the Court Monitor and CPRA, and between the Court Monitor and OIG.

For instance, had the Commission known in advance that a serious matter was involved and then ordered CPRA to conduct a parallel investigation within the POBAR timeframe, what would happen then if CPRA had a different finding and discipline recommendation than from ones made by the outside investigation firm? The Court Monitor/Compliance Director signed and approved the CDC's findings. Under the Charter, the Commission would be the one adjudicating and may conclude differently from CDC's findings. The Commission invoked its Charter authority under Section 604(g)(5) to conduct a discipline committee to review the CDC findings since CPRA would not have been able to start and complete an investigation within the POBAR timeline. Although the Mayor's dismissal without cause of the former police made our process moot, what if the Commission had found that the findings against the former police chief were unfounded or not risen to the level of discipline set forth by the Court Monitor/CDC? Under the City's laws, the Commission's adjudication would be final. How would the court rule?

What if the OIG's policy recommendation to the Commission differed from CDC's policy recommendations? Who should the department listen to? The voters of Oakland overwhelmingly voted for Measure LL and Measure S1 which revised the City Charter to include the Office of the Inspector General. The City Charter states that the Inspector General (who reports to the Commission) "shall audit the Department's compliance with the fifty-two tasks described in the Settlement Agreement in United States District Court case number C00-4599, Delphine Allen, et al. v. City of Oakland, et al., and make recommendations to the Department, the Commission, and the City Council based on its audit(s), *even after the Settlement Agreement expires (emphasis added)*." Had there been a partnership between the Court Monitor and the Commission, the policy recommendations by CDC would have been vetted with OIG so OIG could make recommendations to the Commission on whether CDC's policy recommendations were warranted and should there be other policy recommendations.

II. Recommendation Two: PLAN - Order Court Monitor to Work with Parties, in Partnership with Commission, to Develop Plan to Transition to Community Oversight.

Transitioning from court oversight to community oversight can be challenging, especially considering that the City has been only used to court oversight for more than two decades. Also, the community oversight body is relatively new and is deemed as one of the more innovative police reform structures in a country that is still struggling to find systemic solutions to police brutality and racial profiling.

Nevertheless, court oversight must end at one point (whether in the near or distant future), and it is within the best interest of all parties to plan for that inevitability.

The Court should consider ordering the Court Monitor to work with the parties (City/OPD and Plaintiffs' Counsel), in partnership with the Commission, to develop a transition

plan that includes a timeline, staged process, and budget. The transition plan does not mean exiting the NSA. Even while there is court oversight, there still needs to be a transition plan that could be immediately implemented once the court declares full compliance and the City exits the NSA. That plan may span a number of years and can be implemented earlier if the City is in compliance earlier.

Currently, court oversight is costing the city approximately \$1 million per year in direct payments to the Court Monitor and his team, untold time and resources of police officers on litigation processes versus police work, and unnecessary attention on matters that do not matter to the community or actually advance constitutional policing. The financial resources going to individuals and entities outside of Oakland could be better spent on community oversight where the investment would stay in Oakland and have an aggregate, capacity-building effect that would more likely help the department stay in compliance and not relapse once court oversight ends.

III. Recommendation Three: PROCESS IMPROVEMENT - Enhance “Utility of Court Oversight” (Court Mediates with City/OPD and Plaintiffs’ Counsel to Amend NSA: Set End Date, Clarify/Renegotiate Compliance Standards, and Establish Selection Process for New Court Monitor).

When the Negotiated Settlement Agreement was entered into in 2003, it had stated an end date of 5 years with the possibility of an extension for 2 years – total of 7 years. It is now more than 20 years and there is no end in sight. We suggest parties get back to the negotiation table with the Court as a mediator to set an end date to the NSA. This may include clarifying the compliance standards the parties previously set, including what constitutes sustainability.

During the past few months, the inner-workings and decision-making authority of the Court Monitor/Compliance Director have unnecessarily destabilized Oakland’s police department leadership. Even plaintiffs’ counsel in the April court filing stated that it did not agree with all of the findings by CDC because “some of the findings were not supported by direct evidence.”^v

The Commission anticipates identifying police chief finalists for the mayor to choose next month (October), per Oakland City Charter Section 604(b)(10). During the five community fora that the Commission conducted last month to seek community input as to the qualities the community wishes to see in the next police chief, community members also talked about the NSA and court oversight and expressed discontent with the Court Monitor. Will the new police chief really be able to lead the department, when the Court Monitor in his dual role of Compliance Director also makes personnel department hiring decisions and policy approvals?

The Commission recognizes that there are community members who want continued court oversight and more police accountability. There are also many people in Oakland, including the NAACP Oakland Chapter and public members at Commission meetings, who also want police reform, but have expressed concerns about the NSA and court oversight, and they have lost confidence in the impartiality of the Court Monitor. Even before the dismissal of former Police Chief Armstrong this year, the community through the Reimagining Public Safety Task Force wanted to “determine feasibility of the Commission filling Warshaw’s Compliance

Monitor role” and had strong views about the Court Monitor.^{vi} In the Task Force report, there was a specific recommendation (No. 3) “consider requesting Judge Orrick implement a separate monitor and compliance director in effort to speed up compliance process.”^{vii}

Until the NSA ends, the parties should reconsider the role of the Court Monitor and insist that the Court Monitor practice the principles set forth by the U.S. Department of Justice as explained below: not overseeing other cities, short-term, and community engagement (including visiting Oakland and working closely with the community oversight body, the Commission). Since the current Court Monitor does not practice these principles, we also suggest that the Court select a new Court Monitor through a transparent, competitive process that is aligned with community values and in collaboration with the Commission and the parties. The selection process should lay out the job duties and competencies expressed by the community, including demonstrated ability and experience in working on racial profiling/discrimination/bias issues – which was the origin of the NSA in the first place.

The Commission recognizes that the NSA is a negotiated settlement agreement between plaintiffs’ attorneys and the City/OPD. The Commission recommends that the Court mediate with the parties a revised NSA to take into consideration community sentiments and possible barriers to compliance with the current Court Monitor and the current structure of both a Compliance Director (serving almost like a shadow police chief) and a Court Monitor. The parties may want to reconsider the combination of a “Compliance Director” and a “Court Monitor” in one person.

A. Department of Justice Standards on Court Monitoring

The United States Department of Justice has published a guide in 2021⁸ that provided the basis for federal standards and recommendations for the use of court monitors in civil settlement agreements and consent decrees.^{viii}

First, monitors must also be accountable to the court, parties, and public. Specifically, the court should solicit input from the parties and the public as to the monitor's performance, cost-effectiveness, provision of technical assistance (if any), and engagement with the community, and then evaluate before determining whether to continue with the current monitoring team. Such monitors should be subject to term limits that can be renewed only through judicial evaluation and judicial reappointment, with evaluation taken from the public as well. The DOJ recommends a term limit of only two to three years as monitor before consideration of appointing a new monitor or reappointing the current monitor.^{ix} Mr. Warshaw has served as the Independent Monitor since 2010. In addition to that role, he has also served a dual role as Compliance Director since February of 2014.

Additionally, monitors should be designed to minimize the cost to jurisdictions, which the Department of Justice stated could be accomplished using partnerships with nonprofit organizations that could serve as the monitor, on the monitoring team, or facilitate the overall goals of the consent decree.

The DOJ also noted that sustained, meaningful engagement with the community is critical to the success of a monitorship.^x The court should select monitors who will prioritize stakeholder input and require them to seek consistent local feedback. Unlike the Court Monitor who lives out of state and has not visited Oakland in the past four years, the Commission is in a much more prime position to garner feedback from city residents and understand the needs underlying the residents' feedback.

Further, the DOJ recommended that one who participates as a lead monitor on one team should not participate as a lead monitor on another.^{xi} Mr. Robert Warshaw currently serves as a court monitor for both the OPD and the Maricopa County Sheriff's Office.

Most significantly, the DOJ recommended that monitorships should be structured in a manner so as to shift the responsibility for monitoring to the agency or oversight entities within the jurisdiction to demonstrate sustained compliance.^{xii} The DOJ noted that success of a consent decree should be measured by the jurisdiction's ability to engage in reform and monitor itself. Pursuant to these standards, the court should consider allowing the Commission to partially or completely take on the role of monitor should the Department not be deemed to have complied with all tasks. With adequate support from the Court and the City as suggested in the aforementioned transition plan, the Commission can serve as a court-monitor and work with department to engage in reform – as mandated by the voters of Oakland.

B. Court Monitor's Inconsistent Application of Compliance Standards for Tasks 5

The parties should clarify or reconsider the standards of compliance for Task 5 where the Court Monitor has identified as out-of-compliance, specifically the compliance standards for sub-tasks 5.18 and 5.19.

The parties originally agreed to a compliance standard of 90% and 95% respectively for these sub-tasks. These sub-tasks appear to be sub-tasks for which OPD is struggling to maintain compliance, according to the Court Monitor. The Court Monitor found OPD to have been in compliance with Task 5 in its First Sustainability Period Report (October 2022), noting that the monitor did not disagree with any findings of the department's internal investigations, even if it had procedural concerns regarding only a couple of the sample cases in the report.^{xiii}

However, since CDC published its investigation findings in December 2022, a shift in the Court Monitor's report also occurred. In the Second Sustainability Report (December 2022), all sub-tasks were deemed to be in-compliance.^{xiv} The monitor did not disagree with any of the findings of the sampled cases reviewed per sub-task 5.19, but Task 5, this time, was found to be not in compliance. In the Fourth Sustainability Report (June 2023), the monitor also did not disagree with the conclusions of any cases reviewed under sub-task 5.19 and only took concern with procedural issues, yet Task 5 also received a finding of not in compliance – despite having a similar review in the First Sustainability Report where it was found to be in compliance.^{xv} In only the Third Sustainability Report (filed April 3, 2023) and the latest Fifth Sustainability Report (filed September 14, 2023 for this upcoming Case Management Conference) did the monitor demonstrate that sub-task 5.19 fell below the 95% and therefore, Task 5 to be out of compliance.

A clarification of the standards for these sub-tasks is not being suggested for the purpose of just making it easier for the OPD to meet compliance. Rather, it needs to be made clearer as to what standards are being measured and their consistent application, and what actions or events cause compliance to fall below the required agreed upon standards.

If it turns out that meeting these agreed upon compliance standards is not sufficient to be in compliance with the NSA and the real consideration is the Court Monitor's subjective assessment of department culture in general, then such statement should be made clear to the public. The Commission would be willing to provide the Court with a monitor-like report on our assessment of department culture that is grounded in and defined by community values.

The Commission has a strong desire for OPD to operate in a constitutional reformed manner and achieve full NSA compliance. These recommended improvements to the current court oversight process could greatly increase that likelihood.

In Summary

The Court has asked what it takes to create organizational culture change in OPD, and the Court has asked how it could help support that culture change while questioning the court's own utility in doing so. The best way for the Court to support such culture change is to help the parties reach a revised agreement that transitions such oversight to community oversight. And in the meantime, the Court should re-evaluate whether the compliance standards are actually being applied accurately and fairly and whether a new Court Monitor and team are needed to help monitor compliance.

ⁱ Oakland Reimagining Public Safety Taskforce Report and Recommendations, p. 15 and p. 220

ⁱⁱ United States v City of Los Angeles, TA Order, July 17, 2009 p. 3

ⁱⁱⁱ United States of America v. City of Seattle, Joint Motion to Approve Compliance Agreement, p. 2

^{iv} United States v City of Detroit, Comments of Court (Revised) on Order Terminating Consent Judgement and Entering Transition Agreement (Doc. 731) p. 3

^v Allen, et al v City of Oakland, Joint Case Management Statement, Apr. 11, 2023 p. 8

^{vi} Oakland Reimagining Public Safety Taskforce Report and Recommendations, p. 182

^{vii} Id. at 182.

^{viii} "Review of the Use of Monitors in Civil Settlement Agreements and Consent Decrees Involving State and Local Governmental Entities" (Memorandum for Heads of Civil Litigating Components United States Attorneys, From Attorney General Merrick Garland, September 12, 2021).

^{ix} Id. at 5.

^x Id. at 7.

^{xi} Id. at 5.

^{xii} Id. at 9.

^{xiii} First Sustainability Report, October 2022

^{xiv} Second Sustainability Report, December 2022

^{xv} Fourth Sustainability Report, June 2023



Weekly Crime Report — Citywide

11 Sep. – 17 Sep., 2023

Part 1 Crimes <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Violent Crime Index (homicide, aggravated assault, rape, robbery)	106	4,748	4,531	5,417	20%	4,899	11%
Homicide – 187(a)PC	4	88	85	88	4%	87	1%
Homicide – All Other *	-	8	2	2	0%	4	-50%
Subtotal - 187(a)PC + all other	4	96	87	90	3%	91	-1%
Aggravated Assault	46	2,658	2,322	2,591	12%	2,524	3%
Assault with a firearm – 245(a)(2)PC	6	451	354	371	5%	392	-5%
Subtotal - Homicides + Firearm Assault	10	547	441	461	5%	483	-5%
Shooting occupied home or vehicle – 246PC	8	411	264	272	3%	316	-14%
Shooting unoccupied home or vehicle – 247(b)PC	3	210	126	114	-10%	150	-24%
Non-firearm aggravated assaults	29	1,586	1,578	1,834	16%	1,666	10%
Rape	-	108	135	138	2%	127	9%
Robbery	56	1,894	1,989	2,600	31%	2,161	20%
Firearm	17	774	835	1,115	34%	908	23%
Knife	3	82	77	107	39%	89	21%
Strong-arm	19	576	549	740	35%	622	19%
Other dangerous weapon	1	53	63	67	6%	61	10%
Residential robbery – 212.5(a)PC	4	63	44	67	52%	58	16%
Carjacking – 215(a) PC	12	346	421	504	20%	424	19%
Burglary	110	6,834	9,172	12,849	40%	9,618	34%
Auto	84	5,457	7,213	10,335	43%	7,668	35%
Residential	4	747	810	943	16%	833	13%
Commercial	15	441	981	1,063	8%	828	28%
Other (Includes boats, aircraft, and so on)	1	131	109	128	17%	123	4%
Unknown	6	58	59	380	544%	166	129%
Motor Vehicle Theft	133	6,471	6,979	10,547	51%	7,999	32%
Larceny	44	4,316	6,175	5,327	-14%	5,273	1%
Arson	2	133	130	79	-39%	114	-31%
Total	395	22,510	26,989	34,221	27%	27,907	23%

THIS REPORT IS HIERARCHY BASED. CRIME TOTALS REFLECT ONE OFFENSE (THE MOST SEVERE) PER INCIDENT.

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* Justified, accidental, foetal, or manslaughter by negligence. Traffic collision fatalities are not included in this report.
 PNC = Percentage not calculated — [Percentage cannot be calculated.](#)
 All data extracted via Coplink Analytics.



Weekly Gunfire Summary

11 Sep. – 17 Sep., 2023

Citywide <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	4	88	85	88	4%	87	1%
Homicide – All Other *	-	8	2	2	0%	4	-50%
Subtotal - 187(a)PC + all other	4	96	87	90	3%	91	-1%
Assault with a firearm – 245(a)(2)PC	6	451	354	371	5%	392	-5%
Subtotal - 187 + 245(a)(2)	10	547	441	461	5%	483	-5%
Shooting occupied home or vehicle – 246PC	8	411	264	272	3%	316	-14%
Shooting unoccupied home or vehicle – 247(b)PC	3	210	126	114	-10%	150	-24%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	21	1,168	831	847	2%	949	-11%
Negligent discharge of a firearm – 246.3PC	18	1,355	1,150	1,041	-9%	1,182	-12%
Grand Total	39	2,523	1,981	1,888	-5%	2,131	-11%

Area 1 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	1	10	22	21	-5%	18	19%
Homicide – All Other *	-	-	1	-	-100%	0	-100%
Subtotal - 187(a)PC + all other	1	10	23	21	-9%	18	17%
Assault with a firearm – 245(a)(2)PC	1	59	62	56	-10%	59	-5%
Subtotal - 187 + 245(a)(2)	2	69	85	77	-9%	77	0%
Shooting occupied home or vehicle – 246PC	1	62	38	47	24%	49	-4%
Shooting unoccupied home or vehicle – 247(b)PC	1	31	19	16	-16%	22	-27%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	4	162	142	140	-1%	148	-5%
Negligent discharge of a firearm – 246.3PC	1	108	80	86	8%	91	-6%
Grand Total	5	270	222	226	2%	239	-6%

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Weekly Gunfire Summary

11 Sep. – 17 Sep., 2023

Area 2 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	6	1	5	400%	4	25%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Subtotal - 187(a)PC + all other	-	6	1	5	400%	4	25%
Assault with a firearm – 245(a)(2)PC	-	32	24	27	13%	28	-2%
Subtotal - 187 + 245(a)(2)	-	38	25	32	28%	32	1%
Shooting occupied home or vehicle – 246PC	-	15	7	12	71%	11	6%
Shooting unoccupied home or vehicle – 247(b)PC	-	8	3	2	-33%	4	-54%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	-	61	35	46	31%	47	-3%
Negligent discharge of a firearm – 246.3PC	1	33	28	25	-11%	29	-13%
Grand Total	1	94	63	71	13%	76	-7%

Area 3 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	1	19	15	12	-20%	15	-22%
Homicide – All Other *	-	-	-	-	PNC	-	PNC
Subtotal - 187(a)PC + all other	1	19	15	12	-20%	15	-22%
Assault with a firearm – 245(a)(2)PC	1	66	61	53	-13%	60	-12%
Subtotal - 187 + 245(a)(2)	2	85	76	65	-14%	75	-14%
Shooting occupied home or vehicle – 246PC	1	29	27	38	41%	31	21%
Shooting unoccupied home or vehicle – 247(b)PC	1	23	16	13	-19%	17	-25%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	4	137	119	116	-3%	124	-6%
Negligent discharge of a firearm – 246.3PC	3	146	137	127	-7%	137	-7%
Grand Total	7	283	256	243	-5%	261	-7%

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Weekly Gunfire Summary

11 Sep. – 17 Sep., 2023

Area 4 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	2	11	19	10	-47%	13	-25%
Homicide – All Other *	-	1	-	-	PNC	0	-100%
Subtotal - 187(a)PC + all other	2	12	19	10	-47%	14	-27%
Assault with a firearm – 245(a)(2)PC	1	67	44	55	25%	55	-1%
Subtotal - 187 + 245(a)(2)	3	79	63	65	3%	69	-6%
Shooting occupied home or vehicle – 246PC	-	58	44	32	-27%	45	-28%
Shooting unoccupied home or vehicle – 247(b)PC	-	28	21	12	-43%	20	-41%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	3	165	128	109	-15%	134	-19%
Negligent discharge of a firearm – 246.3PC	6	224	185	148	-20%	186	-20%
Grand Total	9	389	313	257	-18%	320	-20%

Area 5 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	19	12	21	75%	17	21%
Homicide – All Other *	-	2	1	2	100%	2	20%
Subtotal - 187(a)PC + all other	-	21	13	23	77%	19	21%
Assault with a firearm – 245(a)(2)PC	2	100	70	74	6%	81	-9%
Subtotal - 187 + 245(a)(2)	2	121	83	97	17%	100	-3%
Shooting occupied home or vehicle – 246PC	3	137	77	63	-18%	92	-32%
Shooting unoccupied home or vehicle – 247(b)PC	1	66	33	32	-3%	44	-27%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	6	324	193	192	-1%	236	-19%
Negligent discharge of a firearm – 246.3PC	5	405	358	314	-12%	359	-13%
Grand Total	11	729	551	506	-8%	595	-15%

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Weekly Gunfire Summary

11 Sep. – 17 Sep., 2023

Area 6 <i>All totals include attempts except homicides.</i>	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Homicide – 187(a)PC	-	23	16	19	19%	19	-2%
Homicide – All Other *	-	5	-	-	PNC	2	-100%
Subtotal - 187(a)PC + all other	-	28	16	19	19%	21	-10%
Assault with a firearm – 245(a)(2)PC	1	113	77	83	8%	91	-9%
Subtotal - 187 + 245(a)(2)	1	141	93	102	10%	112	-9%
Shooting occupied home or vehicle – 246PC	3	108	71	74	4%	84	-12%
Shooting unoccupied home or vehicle – 247(b)PC	-	49	33	36	9%	39	-8%
Subtotal - 187 + 245(a)(2) + 246 + 247(b)	4	298	197	212	8%	236	-10%
Negligent discharge of a firearm – 246.3PC	2	428	337	317	-6%	361	-12%
Grand Total	6	726	534	529	-1%	596	-11%

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2023 Year-to-Date Recovered Guns

Recoveries through 17 Sep., 2023

Grand Total	857
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Crime Recoveries	
Felony	465
Felony - Violent	165
Homicide	32
Infraction	0
Misdemeanor	27
Total	689

Crime Gun Types	Felony	Felony - Violent	Homicide	Infraction	Misdemeanor	Total
Machine Gun	2		1			3
Other	10	1				11
Pistol	346	137	25		24	532
Revolver	27	5				32
Rifle	56	12	4		1	73
Sawed Off	2	3			1	6
Shotgun	10	6	2			18
Sub-Machinegun						0
Unknown/Unstated	12	1			1	14
Total	465	165	32	0	27	689

Non-Criminal Recoveries	
Death Investigation	16
Found Property	120
SafeKeeping	32
Total	168

Non-Criminal Gun Types	Death Investigation	Found Property	SafeKeeping	Total
Machine Gun				0
Other				0
Pistol	11	39	18	68
Revolver		23	3	26
Rifle	2	34	6	42
Sawed Off				0
Shotgun	1	21	1	23
Sub-Machinegun				0
Unknown/Unstated	2	3	4	9
Total	16	120	32	168



2023 vs. 2022 — Year-to-Date Recovered Guns

Recoveries through 17 Sep.

Gun Recoveries	2022	2023	Difference	YTD % Change 2022 vs. 2023
Grand Total	1,110	857	-253	-23%

Crime Recoveries	2022	2023	Difference	YTD % Change 2022 vs. 2023
Felony	586	465	-121	-21%
Felony - Violent	158	165	7	4%
Homicide	27	32	5	19%
Infraction	0	0	0	PNC
Misdemeanor	32	27	-5	-16%
Total	803	689	-114	-14%

Non-Criminal Recoveries	2022	2023	Difference	YTD % Change 2022 vs. 2023
Death Investigation	8	16	8	100%
Found Property	226	120	-106	-47%
SafeKeeping	73	32	-41	-56%
Total	307	168	-139	-45%

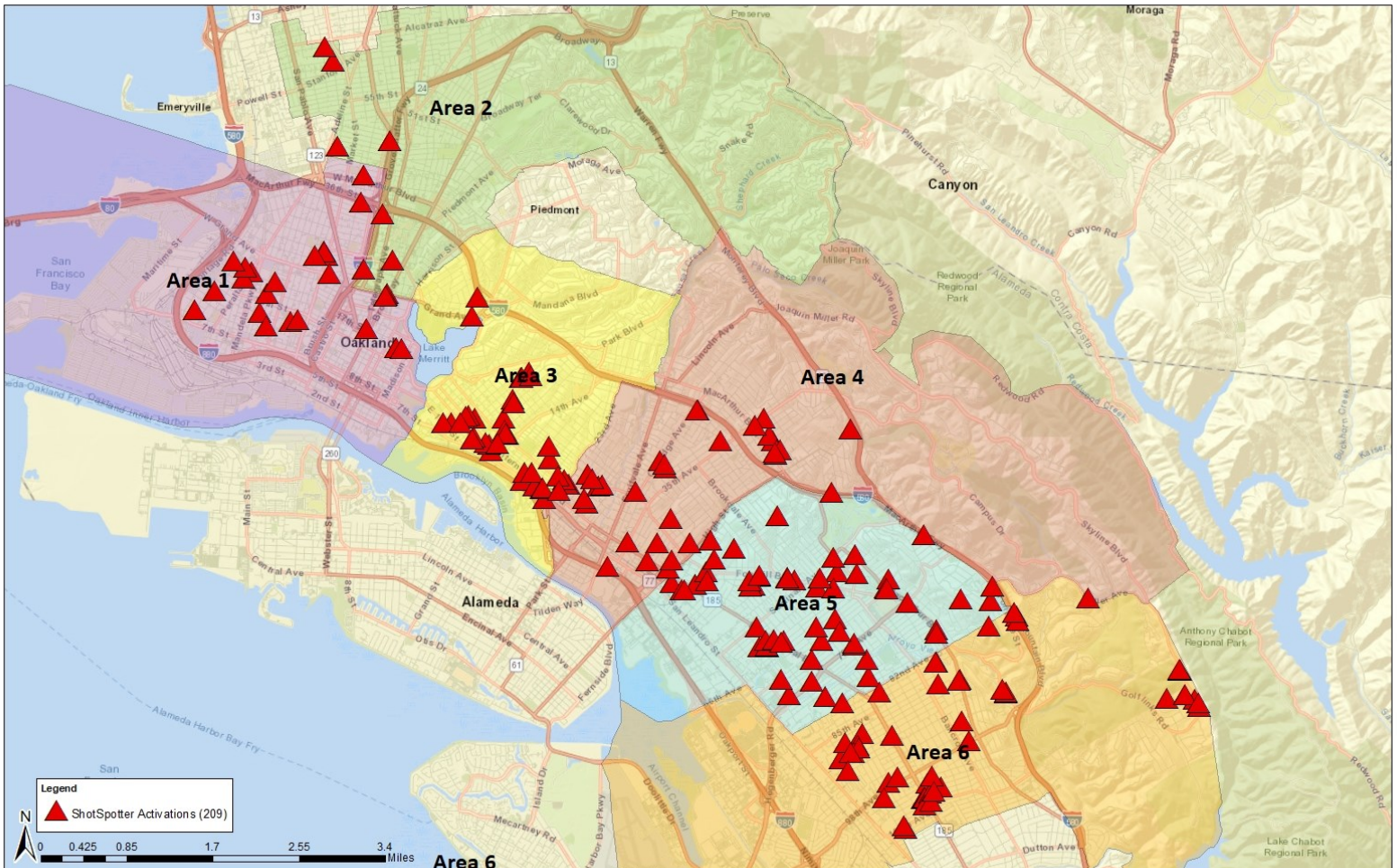
PNC = Percentage not calculated
[Percentage cannot be calculated.](#)



Weekly ShotSpotter Activations Report — Citywide

11 Sep. – 17 Sep., 2023

ShotSpotter Activations	Weekly Total	YTD 2021	YTD 2022	YTD 2023	YTD % Change 2022 vs. 2023	3-Year YTD Average	YTD 2023 vs. 3-Year YTD Average
Citywide	209	6,301	5,526	5,772	4%	5,866	-2%
Area 1	24	677	555	575	4%	602	-5%
Area 2	8	195	160	183	14%	179	2%
Area 3	35	707	562	586	4%	618	-5%
Area 4	36	993	1,000	1,014	1%	1,002	1%
Area 5	57	1,975	1,576	1,630	3%	1,727	-6%
Area 6	49	1,754	1,673	1,784	7%	1,737	3%



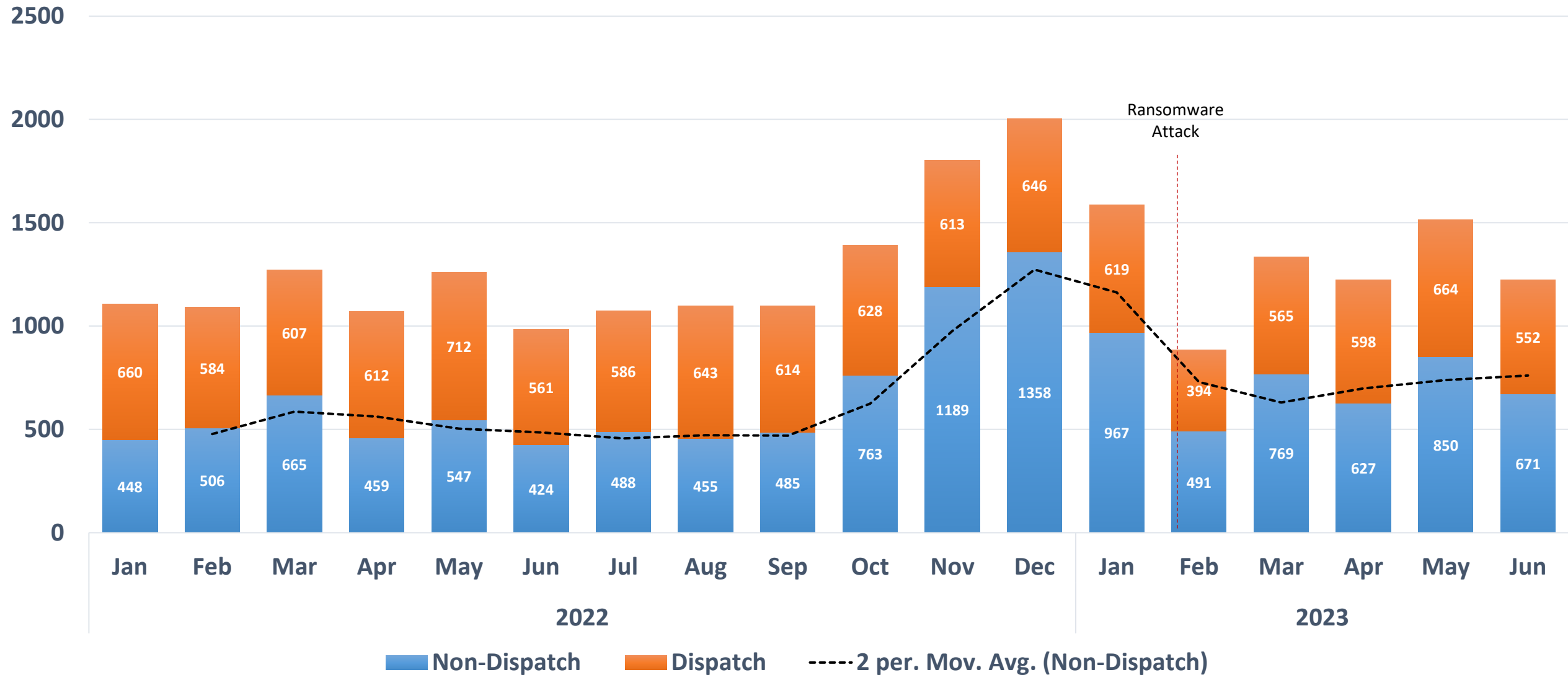
All data sourced via ShotSpotter Insight.

Citywide Risk Management Meeting

August 22, 2023

Focus on Data Apr-Jun 2023

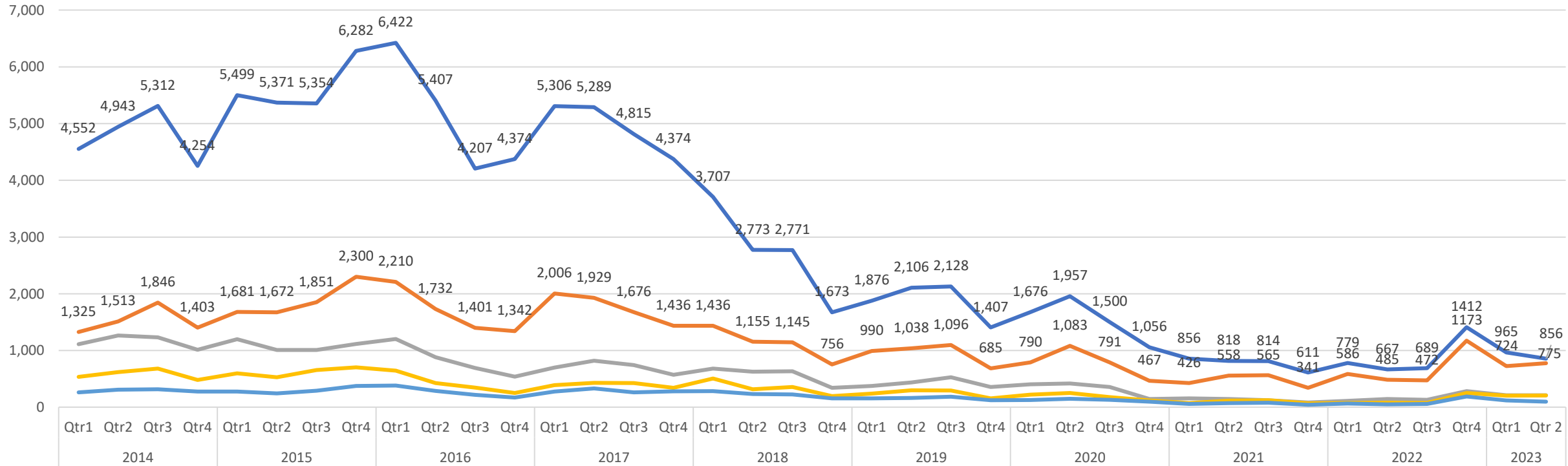
1.1: Dispatch and Non-Dispatch Stops



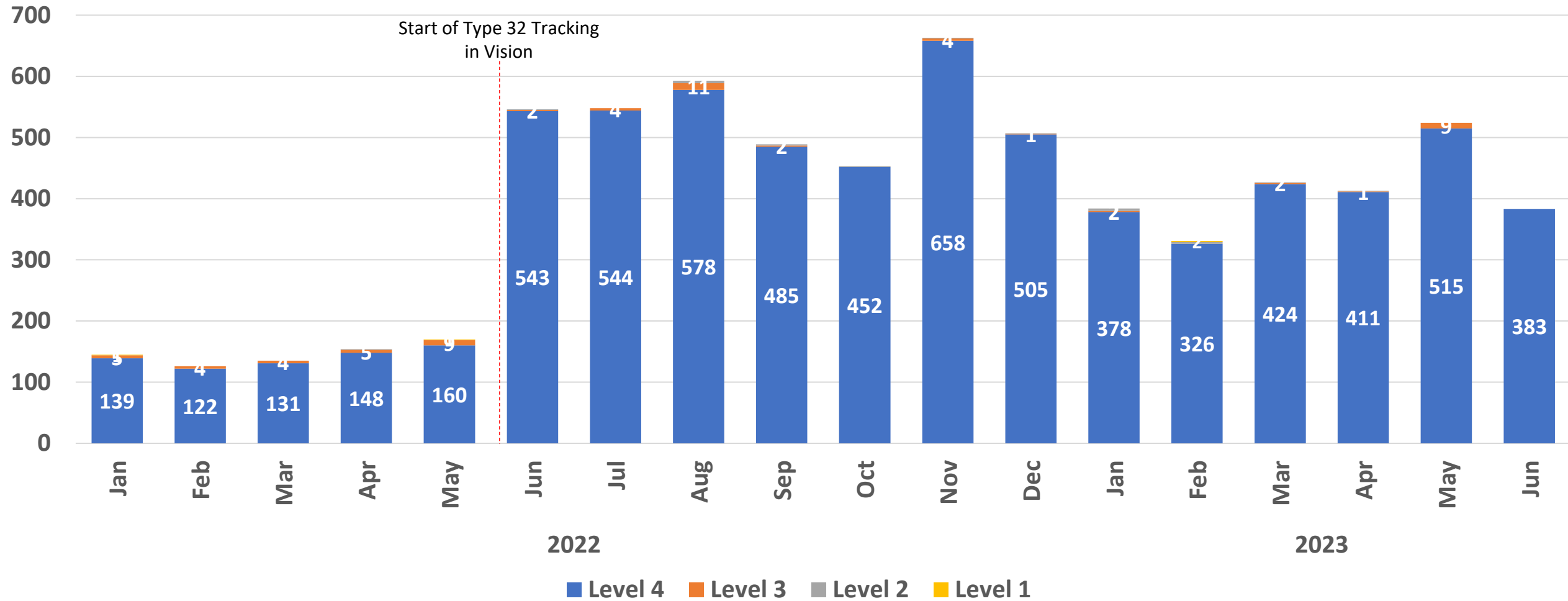
ND Intel %	61%	49%	54%	52%	39%	67%	48%	63%	48%	46%	22%	17%	22%	29%	30%	22%	28%	30%
Police Commission Regular Meeting 9.28.23 Page 25 of 192																		

1.3: Non-Dispatch Stops by Race Jan 2014-Jun 2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	Qtr 1&2 2023
Afr American	57%	59%	62%	61%	55%	51%	52%	50%	46%	42%
Hispanic	18%	20%	20%	22%	22%	26%	26%	31%	35%	34%
White	14%	11%	10%	9%	11%	12%	11%	8%	9%	10%
Asian	7%	7%	5%	5%	7%	7%	6%	6%	6%	9%
Other	4%	3%	3%	4%	5%	4%	4%	4%	5%	5%

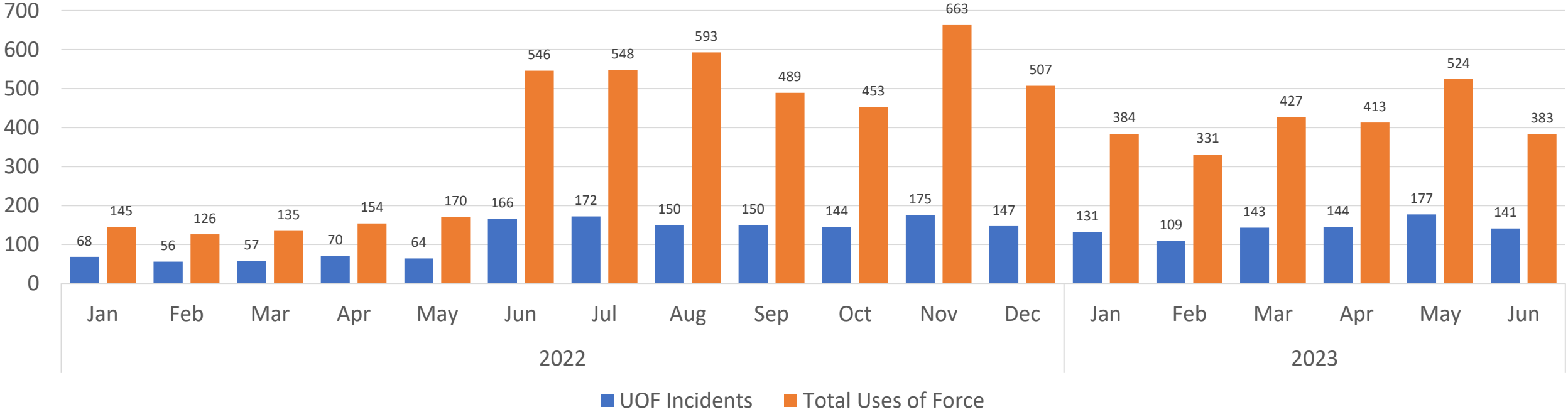


2.1: Use of Force by Level

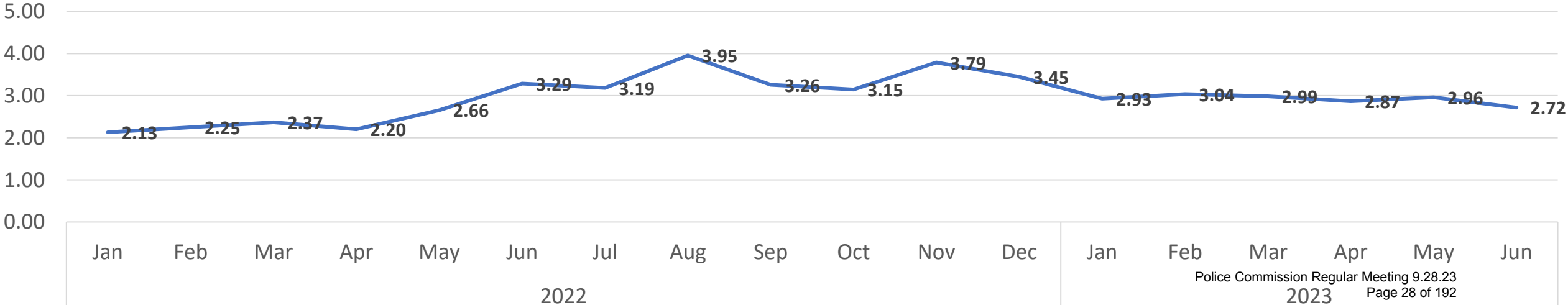


- There have been 14 Level 3 uses of force between Jan-Jun, 9 of which occurred in May.
- The 9 uses of force in May occurred in three incidents.
- There were no Level 1, 2 or 3 uses of force in June (only Level 4s).
- There was only 1 Level 2 use of force in the 2nd Quarter of 2023, compared to 7 Level 2s in the 1st Quarter.

2.2: UOF Incidents vs. Total Uses of Force

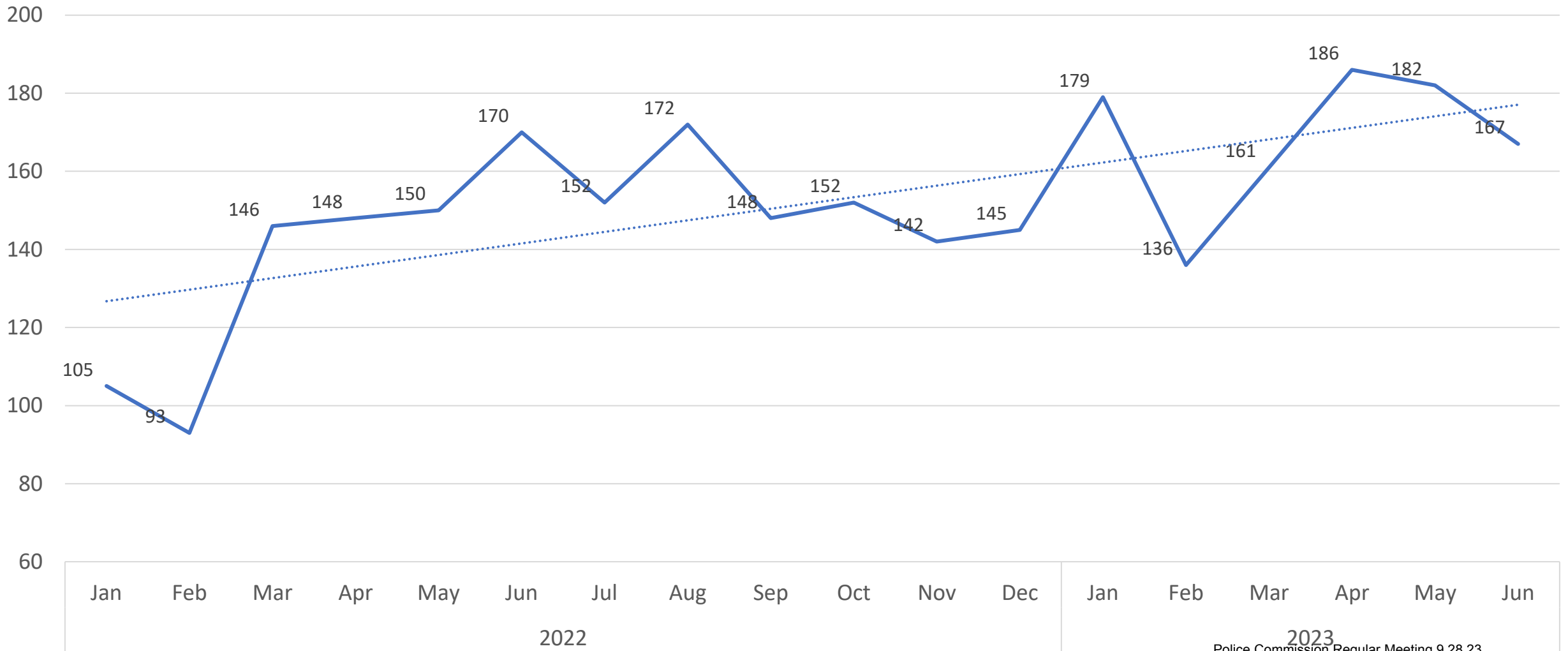


Uses of Force per Incident



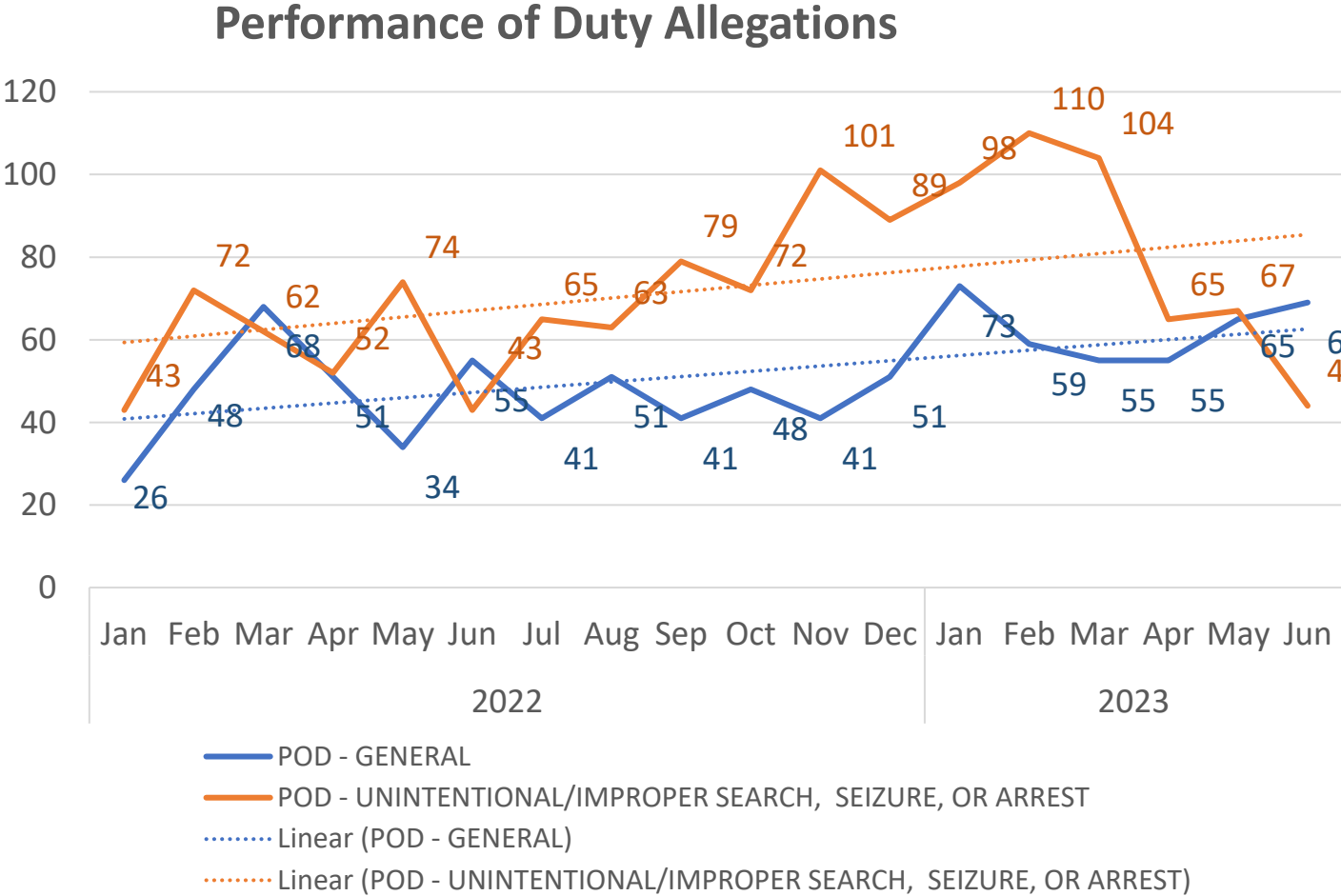
3.1: Total Number of Complaints Jan 2022 – Jun 2023

Number of Complaints (Case Count)

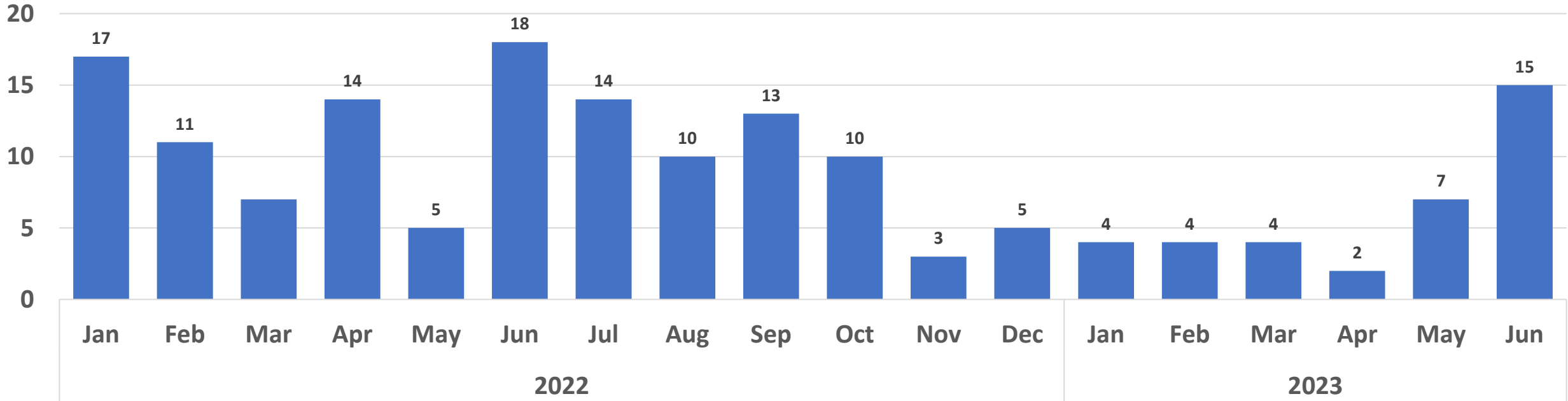


3.2: Top Complaint Allegations

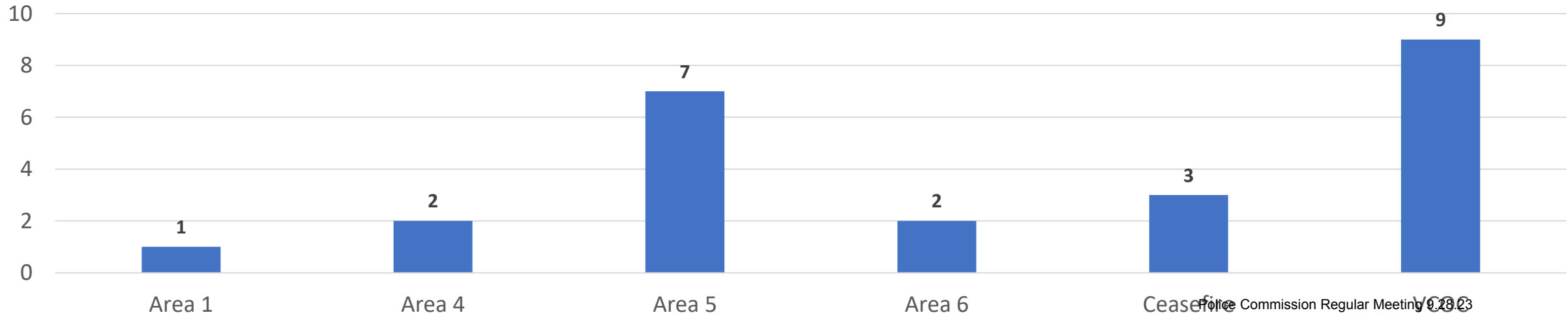
Top Allegations	Q2 2022	Q1 2023	Q2 2023	% Change 2023 Q1 v Q2
PERFORMANCE OF DUTY - GENERAL	140	187	189	1%
PERFORMANCE OF DUTY - UNINTENTIONAL/IMPROPER SEARCH, SEIZURE, OR ARREST	169	312	176	-44%
USE OF PHYSICAL FORCE COMPARABLE TO LEVEL 4	101	54	58	7%
CONDUCT TOWARD OTHERS - DEMEANOR	59	70	51	-27%
DEPARTMENT PROPERTY AND EQUIPMENT - PREVENTABLE COLLISION	17	21	30	43%
FAILURE TO ACCEPT OR REFER A COMPLAINT (UNINTENTIONAL)	39	31	25	-19%
PERFORMANCE OF DUTY - CARE OF PROPERTY	22	35	22	-37%



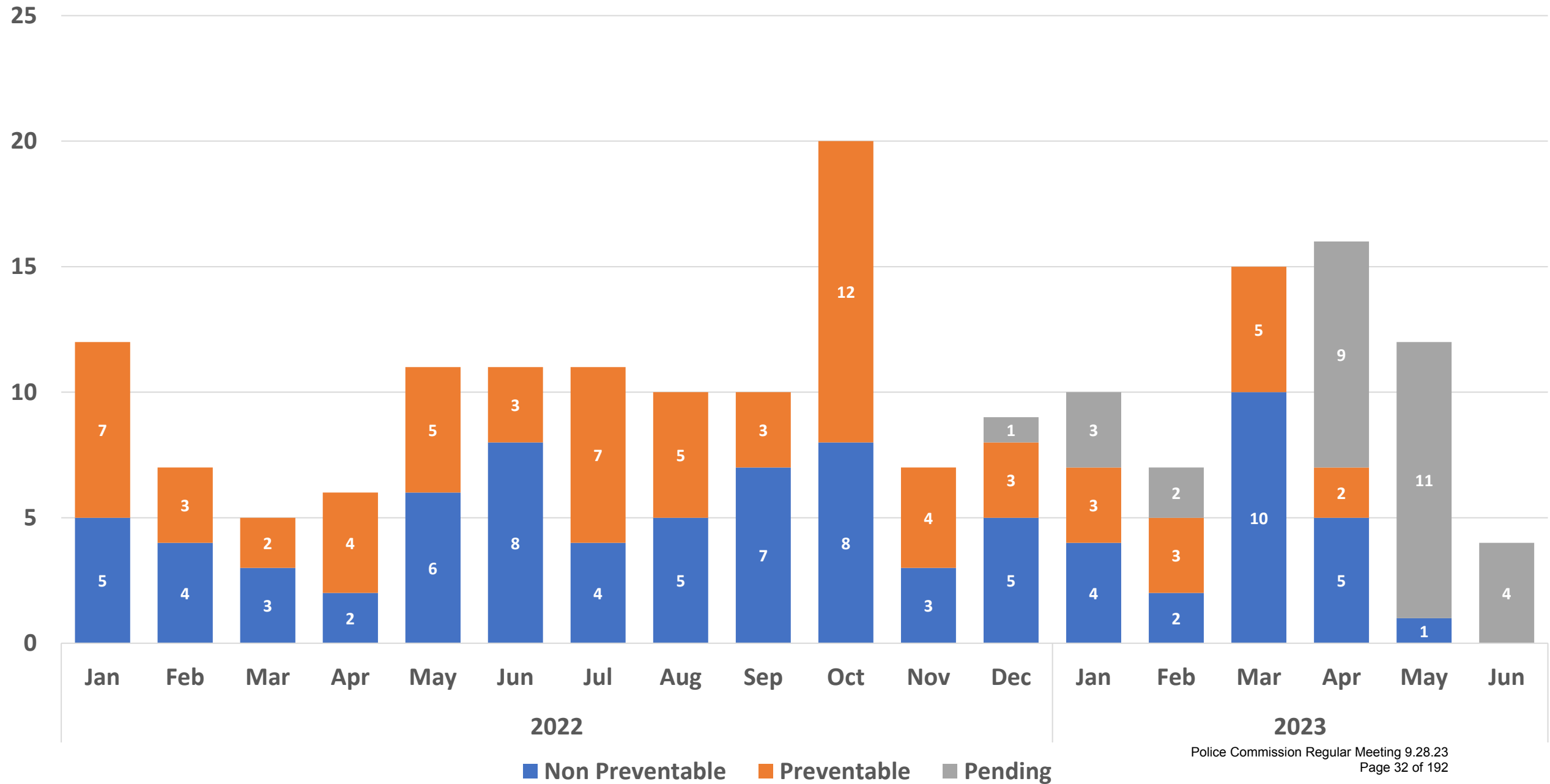
4.1: Pursuits



Pursuits by Area Apr-Jun 2023



5.1: Collisions Citywide





AGENDA REPORT

TO: Oakland Police Commission

FROM: Michelle N. Phillips
Inspector General

SUBJECT: Office of the Inspector General (OIG)
Informational Report

DATE: September 14, 2023

PURPOSE

The Inspector General reports to the Police Commission and members of the public. This report outlines updates from the OIG, since the Inspector General reported out on July 13, 2023. This informational report is intended to answer OIG specific questions raised at the last meeting, by members of the public and the Police Commission.

CITY CHARTER AND NEGOTIATED SETTLEMENT AGREEMENT (NSA, MEASURE S1 OIG MANDATE)

Compliance Evaluation: Departmental General Order (DGO) B-08

The OIG conducted a compliance evaluation of OPD's current Field Training Program. The OIG and Oakland Police Department (OPD) met for an exit conference August 1, 2023, to discuss findings, recommendations and OPD's response. The compliance evaluation, OPD's response, and corresponding documents are attached to this agenda packet and available on the OIG [website](#).

Policy Review: DGO B-08

The OIG policy analyst is currently conducting a comprehensive review of DGO B-08: Field Training Program. This review was assigned due to additional findings, that did not fit within the scope of the aforementioned compliance evaluation of the Field Training Program. Given the objectives of the compliance evaluation were specific and limited to certain sections of DGO B-08, a separate review was initiated. The OIG will continue to report on the progress of the policy review through completion.

Task 34 Compliance Audit

The OIG also began the background and research phases of Task 34: Vehicle Stops, Field Investigations and Detentions. An audit work plan was created, and approved, for the assigned auditor. The OIG consulted with OPD's Policy and Publication Division to ensure the associated policies collected, were the latest versions. Next week the OIG is meeting with a member of the independent monitoring team to discuss their last assessment of Task 34 & 41, which they completed in tandem.¹ The OIG is working on audit objectives for this project. In the coming weeks, the Chief of Audits and Evaluations will initiate an entrance conference with OPD.

¹ Independent Monitoring Team Report can be found at <https://cao-94612.s3.amazonaws.com/documents/OPD-Sustainability-Report-3-corrected-040323.pdf>

Policy Review: DGO M-19

The OIG selected to review DGO M-19: Prohibitions Regarding Racial Profiling and other Bias-Based Policing, based on its review of the Bey Matter as well as community concern. The OIG is also reviewing Special Order Nos. 9042 and 9101.² Special Order No. 9101's language was informed by [Assembly Bill \(AB\) 953](#), the Racial and Identity Profiling Act of 2015 (RIPA). AB 953 established Government Code Section 12525.5, requiring local and state law enforcement agencies to collect stop data, as outlined in the section. Additionally, the code requires agencies to report the stop data to the California Department of Justice.³ An analysis of GOV § 12525, was assigned to the policy analyst, whose report is in progress.

In alignment with City of Oakland practices, the OIG also requested meetings with the Department of Race and Equity and Homeless Services to ensure recommendations are comprehensive and sound.

THE BEY MATTER

Prior to the appointment of the current Inspector General, in November of 2021, the Police Commission voted to refer the Bey matter to the newly established OIG. A draft report for Complaint 07-0538 is currently being reviewed by Inspector General with legal guidance being provided by the City Attorney's Office. As the OIG continues to onboard new staff, there has been some delay with this project, but it remains a top priority.

OTHER OIG PROJECTS

Annual Report

As required by the Enabling Ordinance, the OIG released its annual report on August 30, 2023. Section §2.45.120 requires the OIG to review the following on an annual basis:

- The Department's processes and procedures for investigating alleged misconduct;
- The Department's processes and procedures for determining the appropriate level of discipline for sustained findings of misconduct;
- The Agency's processes and procedures for investigating alleged misconduct;
- The Agency's processes and procedures for determining the appropriate level of discipline for sustained findings of misconduct;
- Trends and patterns regarding Department training and education, and the Department's use of any early warning system(s);
- Training and/or policy issues that arise during the investigations of complaints; and,
- Trends and patterns regarding use of force and Department sworn employee-involved shootings

With the OIG being in existence for less than two years, and under-resourced, its ability to complete aforementioned reviews were impacted. However, the OIG still wanted to share some deliverables, which are outlined in the report.

² Special Order 9042 was effective June 10, 2011 and revised sections of DGO M-19. Special Order 9101 was effective March 1 2013 and revised additional sections of DGO M-19.

³ AB 953 information can be found at http://www.leginfo.ca.gov/pub/15-16/bill/asm/ab_0951-1000/ab_953_bill_20150831_amended_sen_v94.htm

Please note, during the reporting period of the OIG annual report, Task 5: Complaint Procedures for IAD was reviewed by the independent monitoring team. Additionally, the OIG delayed its review of the Community Police Review Agency, given its transitions in leadership and absence of Standard Operating Procedures.

OIG STAFF UPDATE

The OIG continues to work closely with the Human Resources Department, and City Administrator’s Office as we fulfill our staffing needs. The OIG is working to ensure the current vacancies are filled and exempt limited duration employees are replaced with permanent full-time employees, via the civil service process. Currently the OIG has 6 staff members, including:

- (1) Inspector General-FTE
- (1) Audit Manager-FTE
- (1) Policy Analyst-FTE
- (1) Auditor-FTE
- **(1) Executive Assistant-ELDE⁴**
- (1) Public Information Officer-ELDE⁵

There are two auditor positions open, and the [job posting](#) is available on City of Oakland’s website. Since there is no civil service eligibility list for this position, the recruitment process is elongated. The OIG anticipates being fully staffed with FTEs by the end of the calendar year.

For questions regarding this report, please contact Michelle N. Phillips, Inspector General, at OIG@oaklandca.gov.

Respectfully submitted,



Michelle N. Phillips
Inspector General
Office of the Inspector General

⁴ This position will transition out when an administrative analyst II is hired
⁵ This position is a permanent position and is going through the requirement process.

FTO Compliance Evaluation



OFFICE OF THE INSPECTOR GENERAL

COMPLIANCE EVALUATION

DEPARTMENT GENERAL ORDER B-08: FIELD TRAINING PROGRAM



LIONEL WILSON BUILDING • 250 FRANK H. OGAWA PLAZA • OAKLAND, CALIFORNIA

OFFICE OF THE INSPECTOR GENERAL

OIG@Oaklandca.gov

Thursday, September 7, 2023

RE: OFFICE OF THE INSPECTOR GENERAL'S COMPLIANCE EVALUATION OF THE OAKLAND POLICE DEPARTMENT'S FIELD TRAINING PROGRAM

Dear Members of the Public:

In 2020, over 81 percent of Oakland voters passed Measure S1 to strengthen the City's police reform efforts. Measure S1 established the Office of the Inspector General (OIG), as an independent civilian monitor and auditor of the Oakland Police Department (OPD) and Community Police Review Agency. Oakland City Charter Section 604(f)5 requires, in part, that the OIG audit OPD's compliance with the fifty-two (52) tasks described in the Negotiated Settlement Agreement (NSA) and make recommendations to the appropriate entities.

For OIG's first NSA compliance evaluation, the office decided to focus on OPD's Field Training Program (FTP). The FTP was and remains a point of interest, given it is trainees' first opportunity to work in the field, upon graduating from the Basic Recruit Academy ("Academy"). Additionally, the FTP often serves as trainees' initial exposure to police culture.

The objective of this compliance evaluation was to review the FTP, utilizing feedback from trainees who completed the full program. After a review of Departmental General Order B-08: Field Training Program, the OIG identified two objectives:

1. Determine if the Field Training Unit (FTU) interviews each trainee and ensures that the trainee completes a Personal Interview Questionnaire (PIQ) before they rotate Field Training Officers.
2. Determine if the FTU had been conducting three Focus Group Sessions (FGSs) and holding consistent Quarterly Panel Reviews.

The OIG focused on DGO B-08 as the criteria to measure compliance with these objectives. The evaluation reviewed PIQs from OPD 183rd Academy through the 187th Academy and questionnaires from 183rd Academy through the 186th Academy. It should be noted that some of these Academies matriculated during the COVID-19 pandemic.

In its review, the OIG found that the FTU conducts three focus group sessions, (1) at the program's mid-point, (2) at the program's conclusion, and (3) six months following the program. Furthermore, the office discovered that the FTU does not consistently hold the required Quarterly Panel Reviews meetings. Overall, the OIG determined OPD is generally compliant with the areas reviewed. Nevertheless, in this report, the



OIG recommends that OPD codify a streamlined process for the Quarterly Panel Reviews to improve meeting regularity.

Lastly, the OIG would like to acknowledge and commend the brave trainee who spoke out against the misconduct they observed in OPD, over 20 years ago. The information they provided was vital to the Delphine Allen et al. v. City of Oakland (also known as the Riders Case). As in the past, trainee feedback is critical to OPD's ongoing improvement and cultural change. The OIG looks forward to the continued partnership of community stakeholders to advance in police accountability in the City of Oakland.

Sincerely,

Inspector General Michelle N. Phillips
City of Oakland, Office of the Inspector General

CC: Honorable Mayor Sheng Thao
Honorable City Council
Honorable City Attorney Barbara J. Parker
Honorable Police Commission
City Administrator Jestin D. Johnson

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ACRONYM LIST

BFO	Bureau of Field Operations
DGO	Departmental General Order
FGS	Focus Group Session
FGQ	Focus Group Questionnaire
FTO	Field Training Officer
FTP	Field Training Program
FTU	Field Training Unit
LEFTA	Law Enforcement Field Training Application
NSA	Negotiated Settlement Agreement
OIA	Office of Internal Accountability
OIG	Office of the Inspector General
OPD	Oakland Police Department
PIQ	Personal Interview Questionnaire
POST	Peace Officer Standards and Training
QPR	Quarterly Panel Review

EXECUTIVE SUMMARY

Field Training Programs (FTPs) are a critical component of a new officer's introduction to department culture, proper techniques to interact with the community, and varied policing and safety strategies. Field Training Officers (FTOs) are selected by the department to guide trainees through the program and prepare them to serve the community as solo officers. Feedback collected from trainees are key to assessing the effectiveness of the FTP in instilling the competencies of policing strategies.

The objective of this compliance evaluation is to review the Oakland Police Department's FTP, through the feedback received from trainees, who completed the program. OPD's program guidelines are outlined in Task 42 of the Negotiated Settlement Agreement (NSA) and detailed in their Departmental General Order (DGO) B-08: Field Training Program.

To properly gather all pertinent information, the OIG identified two objectives:

1. Determine if the Field Training Unit (FTU) interviews each trainee and ensures that the trainee completes a Personal Interview Questionnaire (PIQ) before they rotate FTOs.
2. Determine if the FTU had been conducting three Focus Group Sessions (FGSs) and holding consistent Quarterly Panel Reviews (QPRs).

The OIG focused on DGO B-08 as the criteria to be used to ensure compliance with the set objectives. Evaluation of compliance with the DGO B-08 required the OIG to:

- Interview OPD's FTU personnel
- Collect and analyze trainee questionnaires
- Observe a QPR meeting
- Collect and analyze QPR documents
- Review policies and procedures

Findings

The OIG conducted this compliance evaluation in accordance with the Quality Standards for Inspections, Evaluations, and Reviews outlined in *Association of Inspectors General Principles and standards for Offices of Inspector General*. Following this compliance evaluation, the OIG identified the following three findings and submitted them to OPD for review and response:

Finding 1: *The FTU distributes and collects PIQs from trainees after each completed rotation in the FTP.*

Finding 2: *The FTU conducts three FGSs, (1) at program mid-point, (2) at the conclusion or end of the program, and (3) six months after completion of the program.*

Finding 3: *The FTU's chain of command **does not** consistently hold the required QPR meetings.*

Recommendations and Considerations

To optimize compliance with DGO B-08, the OIG submitted the following recommendation and considerations to OPD for their review.

Recommendation 1: *Codify a consistent and streamlined process for the QPRs.*

Consideration 1: *Create a streamlined process to collect, store, and disseminate trainee feedback.*

Consideration 2: *Consider reexamining the number of training hours allocated for classroom instruction prior to trainee entering the FTP.*

OPD's Official Response

OPD's official response to the OIG's compliance evaluation of DGO-B08 can be found in the appendix.

INTRODUCTION

Purpose, Authority, and Jurisdiction

In 2016, City of Oakland residents voted to approve [Measure LL](#). This measure established the [Oakland Police Commission](#) (Commission) and charged it with ensuring accountability in the Oakland Police Department (OPD), as it relates to constitutional policing, procedural justice, and equity. Measure LL also created the [Community Police Review Agency](#), an independent oversight body tasked with investigating public complaints of individual allegations of police misconduct.

In 2020, [Measure S1](#) was passed to amend the City Charter and enhance Oakland's police reform efforts. Measure S1 established the independent civilian [Office of the Inspector General](#) (OIG), which is overseen by the Commission. The OIG is responsible for auditing and monitoring OPD's compliance with policies, procedures, and the fifty-two tasks outlined in the Negotiated Settlement Agreement (NSA), during federal oversight and after it ends.¹ The OIG's function is to identify systemic issues within OPD and recommend further accountability measures, to decrease instances of police misconduct.

The OIG has adopted the [Association of Inspectors General Principles and Standards for Offices of Inspectors General](#), also known as the Green Book. The OIG uses nationally recognized standards while conducting its audits, inspections, reviews, and evaluations. These assessments may result in reports and recommendations that will be distributed to the appropriate action holder (Oakland Police Commission, City Council, Mayor, OPD etc...). Action holders have the authority to accept or reject the OIG's recommendations. If accepted, they also have the responsibility to ensure the implementation of recommendations.² The OIG executes its duties in a neutral, non-political environment free from interference from any person, group, or organization. To ensure autonomy, the office is administratively, physically, and operationally independent from OPD.

Mission

The mission of the OIG is to be an independent, non-partisan oversight agency that will assist with increasing community trust and ensuring accountability within OPD. In its administration of duties, the OIG implements a fair, thorough, and autonomous system of civilian oversight of law enforcement. This is accomplished by conducting detailed, objective, and timely audits, reviews, inspections, and evaluations. The OIG drives best practices by recommending improvements to OPD's policies and trainings, as well as engaging in collaborative initiatives that promote systemic advancements.

Vision

The OIG's vision is to build community trust in civilian oversight of law enforcement through fostering a culture of impartiality, transparency, and accountability.

¹ Delphine Allen, et al., v. City of Oakland, et al. led to the Negotiated Settlement Agreement (NSA). The NSA requires police reforms in several areas, including internal affairs, supervision of officers, police use of force, training, personnel practices, and community policing.

² On occurrence, the action holder can be the department or agency being audited or reviewed.

BACKGROUND

History and Purpose of the FTP Concept

The purpose of the FTP is to introduce new officers to the practical application of the procedures and policies learned while in the Basic Recruit Academy (Academy). The program also introduces practical training experiences specific to the day-to-day duties of its officers. These programs are intended to facilitate an officer's transition from an academic setting to the performance of patrol duties.³

Academy to Field Training

The Academy is paramount in preparing trainee for the roles, responsibilities, and activities they assume independently in the field.⁴ The flow of information from individuals, who have graduated from the Academy, continues through the FTP. Therefore, participants in the program must have the opportunity to share comments, questions and concerns. A feedback loop provides information to the Field Training Program Coordinator, which will assist with improvements for future participants. From the OIG's research, several publications showcase that the FTP has a significant and critical role:

The FTO is the essential means of achieving the program's goal. Specifically, that goal is the production of a police officer able to work a solo assignment safely, skillfully, and professionally. The FTO has two primary roles to fulfill: that of a patrol officer assuming full Area and Team responsibility, and that of a trainer of recruit personnel. In the role of trainer, the FTO provides ongoing instruction in the traditional sense, utilizing innovative and practical techniques.⁵

NSA and Department Policy Requirements for the FTP

The NSA and DGOs outline guidelines and requirements for the FTP. Within the NSA, the program is delineated in Task 42, Section VIII (Appendix C). However, the contents of the agreement do not discuss the program in the same granular detail as the departmental policy. The NSA outlines:

Within 323 days of the effective date of this Agreement, OPD shall develop and implement a plan to enhance its FTP. This plan shall address the criteria and method for selecting FTOs, the training provided to FTOs to perform their duty, supervision, and evaluation of FTOs, the length of time that trainee spend in the program, and the methods by which FTOs assess and evaluate trainee in field

³ https://post.ca.gov/portals/0/post_docs/publications/field-training-program/FTP/FTP-Vol1.pdf

⁴ https://www.researchgate.net/publication/238497768_Predicting_State_Police_Officer_Performance_in_the_Field_Training_Officer_Program_What_Can_We_Learn_from_the_Cadet's_Performance_in_the_Training_Academyfile://C:/Users/landerson2/Downloads/CaroFTO2011.pdf

⁵ <https://www.ojp.gov/pdffiles1/Digitization/105773NCJRS.pdf>

*training. The plan must ensure proper reporting, review, and approval of probationary officers' reports.*⁶

The NSA further describes areas of implementation for OPD to meet compliance with Task 42, which were incorporated in DGO B-08. The areas are highlighted in Table 1.

Table 1: NSA Task 42 Policy Requirements

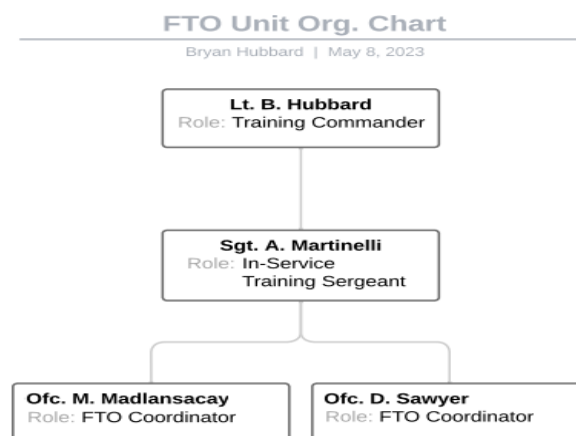
Task 42 Policy Requirements for DGO B-08	
Field Training Program	Daily Evaluation Audit
Trainee Rotation	Trainee Assignment
FTO Participation Incentives	Field Commander and FTO Supervisor Training
FTO Candidate Nomination and Requirements	Focus Groups
Decertification	Consistency of Training
FTO Assignment	FTO Evaluation

As of the *Twenty-First Quarterly Report of the Independent Monitor for the Oakland Police Department* dated May 4, 2015, Task 42 was found in compliance with phase 1 and phase 2 of NSA requirements.⁷

The Department's FTP

OPD's FTU operates within the Bureau of Field Operations (BFO) and is responsible for administering the FTP. Figure 1 showcases OPD's current Field Training Unit Organizational Chart.

Figure 1: Field Training Officer Unit Organizational Chart



⁶ *Delphine Allen, et al., v. City of Oakland, et al.*

⁷ <https://oaklandca.s3.us-west-1.amazonaws.com/oakca1/groups/police/documents/webcontent/oak053643.pdf>

The FTU is primarily managed by the Field Training Program Coordinator. OPD's field training manual states, "Every trainee must be given the opportunity to demonstrate that they have the ability to perform as a solo patrol officer." Moreover, the philosophy instructs FTOs to create an equitable teaching environment that places evaluation secondary to teaching.⁸ It is also a critical aspect of training and introduces trainees to department culture and community interactions, while guiding them through lawful job execution.

OPD's program is a total of 16 weeks if the trainee does not need additional training time.⁹ According to FTU personnel, the FTP assigns trainees with veteran officers to provide hands-on experience and guidance on the job prior to conducting official duties alone.¹⁰ Trainees are required to complete assigned rotations with four different FTOs, at four-week training intervals, as outlined in Table 2.

Table 2: Field Training Officer Rotation Schedule

PHASE	LENGTH OF ASSIGNMENT	FIELD TRAINING OFFICER
1	Weeks 1-4	Primary FTO
2	Weeks 5-8	Second FTO
3	Weeks 9-12	Third FTO
4	Weeks 13-16	Return to Primary FTO

Typically, a trainee's primary FTO will be assigned to them for the first and fourth rotation. During field training, the FTOs conduct daily evaluations of trainees in 35 separate categories that are defined by the Standardized Evaluation Guidelines.¹¹ OPD trains FTOs to use different learning styles such as visual, auditory, or tactile/kinesthetic. FTOs are instructed to be aware of a trainee's learning style and modify their teaching approach for optimal retention.¹²

OPD's Criteria for the FTP

OPD's governing policy for the FTP is DGO B-08, which states the FTU must administer the program policies and procedures to meet standards set by the California Commission on Peace Officer Standards and Training (POST).¹³ According to POST standards, FTPs must perform evaluations within specific timeframes (daily, weekly, and at the end of each phase) to receive feedback on the trainees' experiences throughout the program. Evaluations document a trainee's progress and performance while identifying training needs and documenting training efforts.¹⁴ OPD's program model follows these core objectives.

Similar to Task 42, DGO B-08 delineates policy requirements for the FTU. However, DGO B-08 outlined additional requirements, mandates, and objectives as outlined in Table 3.

⁸ OPD Field Training Manual, pg. 3

⁹ Trainees are new officers who are currently in the field training program.

¹⁰ Veteran officers are considered seasoned officers with years of experience within the Department

¹¹ Field Training Manual, pg. 2

¹² Field Training Manual, pg. 24

¹³ <https://public.powerdms.com/oakland/tree/documents/30>

¹⁴ https://post.ca.gov/portals/0/post_docs/publications/field-training-program/FTP/FTP-Vol1.pdf

Table 3: DGO B-08 Policy Requirements

FTU Duties and Responsibilities	Field Training Meetings
FTO Recruitment, Nomination and Testing	FTO Decertification
FTO Screening, Candidate Selection, Certification Course, and FTO Certification	FTO Recertification
Assignments, Training Schedules, and Restrictions	Written Reports, Due Dates, and Distribution
Trainee Removal	FTP Incentives
Lateral Officer Early Release from Field Training	FTP Review

OPD's Last Compliance Review

In 2021, OPD's Office of Internal Accountability (OIA), released its 4th Quarterly Report that reviewed subsections of Task 42. The focus of that report was the selection, decertification, and training requirements of FTOs. In their evaluation, the OIA found that some required documents were absent in FTO files. Additionally, not all certification and recertification processes complied with policy requirements. Based on those findings, the OIA recommended that OPD update its FTO nomination forms and retrain FTU personnel on the field training policy to ensure compliance.¹⁵ While this review is crucial to a successful program, there remains a gap from the trainees' perspective.

OBJECTIVE, SCOPE, & METHODOLOGY

Objectives

The following objectives were identified for this compliance evaluation:

1. Determine if the FTU interviews each trainee and has them complete a PIQ before the trainee rotates FTOs.
 - a. Review how concerns are documented
 - b. Review how long concerns are archived
2. Determine if the FTU has been conducting three Focus Group Sessions (FGS) and holding consistent QPRs
 - a. Mid-point; approximately eight weeks into field training
 - b. End of FTP
 - c. Six months after the completion of field training

¹⁵ <https://cao-94612.s3.amazonaws.com/documents/OIG-2021-4th-Quarterly-Report-FINAL.pdf>

Scope

This report will focus on compliance with DGO B-08: Field Training Program. The OIG will collect data about trainees' experiences through PIQs and FGSs with adjoining FGQs.¹⁶ The evaluation will review PIQs from OPD 183rd Academy through the 187th Academy and questionnaires from 183rd Academy through the 186th Academy. Additionally, OIG will observe two FGSs to obtain a more comprehensive understanding of the trainee feedback process. Lastly, the OIG will attend and observe a QPR.

Methodology

To identify the data available for review, there were a series of informational interviews with OPD. During these interviews, OPD explained the internal processes utilized to gather feedback from trainees about their field training experience. To evaluate compliance with the stated objectives, the OIG collected, reviewed, and analyzed the following data and documents associated with the FTU:

- NSA Task 42's FTP Section
- DGO B-08
- 194 PIQs
- 2 FGS Observations
- 79 FGQs
- OPD's Field Training Manual
- 1 QPR Observation
- QPR Documents
 - Memos
 - Roster of Attendees
 - PowerPoint Presentations

Methodology Considerations and Limitations

During the planning phase of this compliance evaluation, the OIG considered whether to review similar information that critiqued the program from the viewpoint of the FTOs. This perspective was also raised by FTU personnel that oversee the training program, as a point of consideration. However, the perspective of the trainee allows for a more inclusive and actionable assessment of the effectiveness of the FTP. Ultimately, the OIG evaluation team decided the trainees' perspective was a unique and largely unresearched component of FTPs. The OIG will consider evaluating the perspectives of FTU personnel and FTOs during subsequent reviews or evaluations of this program.

Additionally, OPD explained that some PIQ and FGQ respondents are no longer employed OPD. This change in employment status of some respondents could skew results if a respondent was not

¹⁶ Revision of DGO B-08, Field Training Program, accessed June 30, 2022, chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/http://www2.oaklandnet.com/oakcal/groups/police/documents/webcontent/oak047637.pdf.

able to submit all PIQs or FGQs prior to their separation. In most cases, evaluations around employment fluctuations in staffing, may impact feedback results.¹⁷ However, the OIG noticed the overall responses remained constant as outlined in the analysis section. This limitation would be the same for those that sustained injuries prior to program completion, which would have delayed their conclusion date.

As a limitation, the FTU and the OIG agreed to exclude the 187th Academy from this evaluation. During the field work phase, the 187th Academy had yet to complete all focus groups. Subsequently, the OIG decided to exclude the first round of FGQs that were completed because the analysis would not include the same volume of responses as the other academy classes.

Lastly, the OIG did not review if trainee feedback resulted in any changes in the FTP, as it fell outside of the defined objectives. The OIG anticipates reviewing this objective in the future.

Standards

The OIG conducted this compliance evaluation in accordance with the Quality Standards for Inspections, Evaluations, and Reviews by Offices of Inspector General found in the Association of Inspectors General's Principles and Standards for Offices of Inspector General (i.e., "The Green Book").

ANALYSIS

Data Selection Process

The OIG requested data from trainees that completed all required PIQs, and associated FGQs to ensure a complete rendering of information throughout the training process. Therefore, at the time of data collection, and to maintain relevant and timely information, OIG reviewed:

- Trainee responses from the 183rd Academy to the 187th Academy for PIQ review
- Trainee responses from the 183rd Academy to the 186th Academy for FGQ review

Furthermore, the OIG reviewed the top five and bottom five performers of an average 20-30 trainees of each Academy. This information was provided by the FTU supervisors, via their performance tracking system, Law Enforcement Field Training Application (LEFTA).¹⁸

PIQ Information & Phases

The supervisory personnel of the FTU administers and collects PIQs after the completion of each phase of the field training process and post-field training.¹⁹ In total, 194 questionnaires were

¹⁷ The OIG's focus for this compliance evaluation did not focus on the number of trainees who did not complete the FTP, that area of the FTP will be considered at a later date.

¹⁸ LEFTA Systems partners with OPD to provide performance-tracking software specifically for field training. [Field Training Software \(FTO\) For Police & Law Enforcement | LEFTA \(leftasystems.org\)](http://leftasystems.org)

¹⁹ Example survey questionnaire can be found in Appendix

collected from the selected training classes for review by the OIG and FTU personnel. The phases when the PIQs are administered are outlined in Table 4.

Table 4: Field Training Phases (By Week)

Field Training Phase	Weeks Completed
Phase 1	17-20
Phase 2	21-24
Phase 3	25-28
Phase 4	29-32

The PIQ instructs the trainee to answer two prompts:

1. Do you have any questions or concerns regarding the quality of training provided to you by your current Field Training Officer?
2. Do you believe the Field Training Program is providing you with the training and resources necessary to become a safe, skillful, productive, and professional police officer?

Each prompt allows a “yes” or “no” response. There is also a comment section to allow the trainee an opportunity to provide context or justification for their response. In total, 194 PIQs were collected from the selected training classes.

Focus Groups

The FTU conducts trainee focus groups after the completion of each phase of the field training process and six months post-field training. The three FGSs and adjoining FGQs are held during the normal training course and six months after field training is completed.

A group of approximately six to eight trainees from the class is selected by FTU personnel according to procedure, to participate in the FGSs. FTU personnel explained that they select trainees for each session so there is no overlap in feedback or exclusion based on performance. Those selected receive a paper handout of the prompts from the FGQ to be asked and discussed during the in-person session. Trainee participants are expected to complete the FGQ before the focus group and share their feedback amongst the group, including with the OPD facilitator. The FGQ instructs the trainee to answer six prompts:

1. Have you encountered any discrepancies between what is taught in the Basic Recruit Academy and what is taught in the Field Training Program?
 - a. If yes, please explain the situation and describe the discrepancy in detail
2. Have you experienced any situation where a Field Training Officer provided information that was different from an Academy Instructor and Training Staff Member?
 - a. If yes, please explain the situation and describe what was different
3. Now that you have completed the first 8 weeks of the Field Training Program, do you feel the Basic Recruit Academy properly prepared you to enter the Field Training Program?

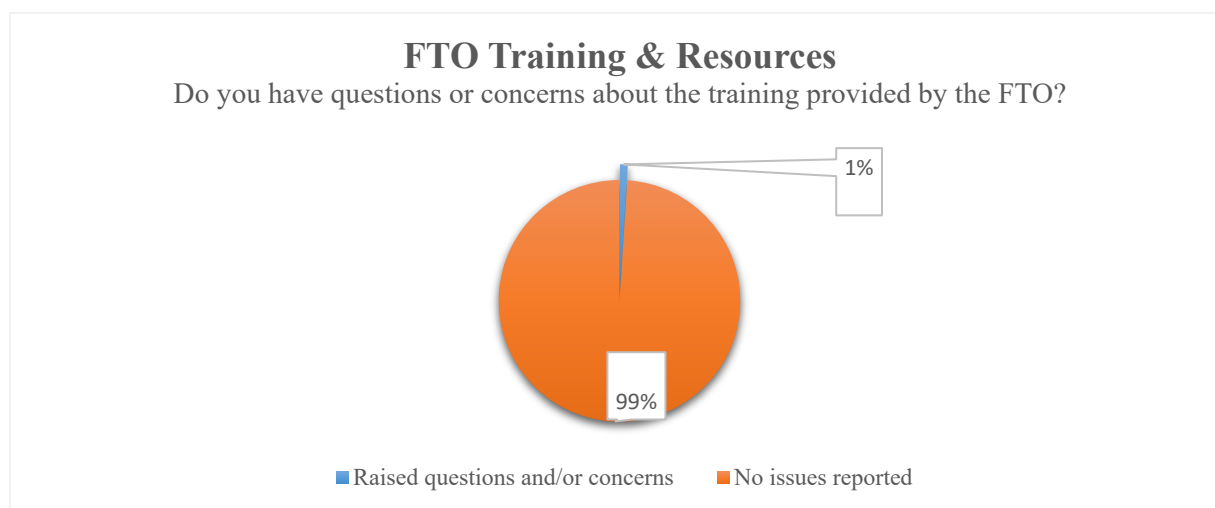
- a. If not, please list what area(s) you feel needed more preparation time, how much time you believe should have been provided, and the best method to provide the information.
4. Now that you have completed 8 weeks of the Field Training Program, do you feel the program is properly preparing you to become a solo officer in the Patrol Division?
 - a. If not, please list what area(s) you feel needed more preparation time, how much time you believe should have been provided, and the best method to provide the information.
 5. What do you feel is the most difficult part of Field Training?
 6. Please provide any suggestions or comments you have for improving either the Basic Recruit Academy or the Field Training Program.

The FGQ prompts allow for a response of “yes” or “no” and has a comment section for additional context. A total of 79 FGQs were collected for review.

PIO Results

As mentioned above, the OIG reviewed 194 PIQs.²⁰ For the first prompt, “*Do you have questions or concerns about the training provided by the FTO*”, two participants responded “yes” to the question as displayed in Figure 2. One participant indicated in the comment section that they believed their FTO could “be more patient and share their feelings.”

Figure 2: FTO Questions & Concern’s Data



The second prompt asked, “*Do you feel the program provided sufficient training and resources to become a professional police officer.*” Figure 3 displays the responses to that question. Of the

²⁰ The 194 surveys were selected from trainees that span five different Academy classes matriculated through the FTP. Please see the Methodology section of report for the selection process.

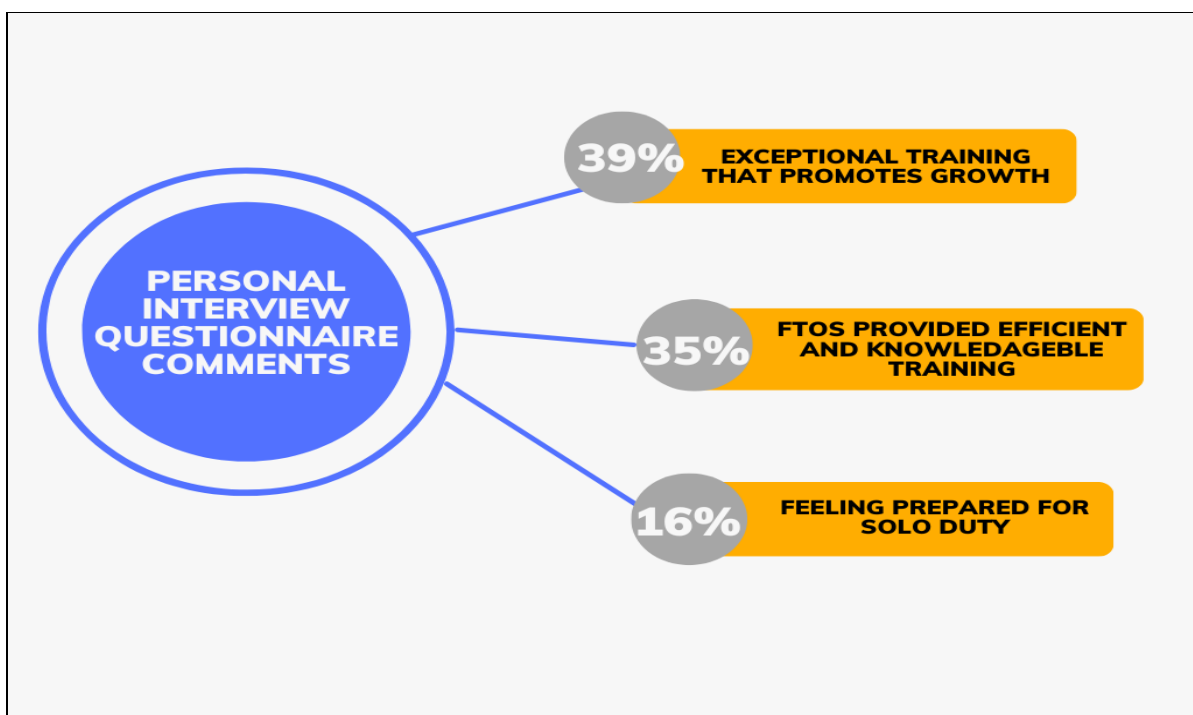
responses three participants of the 194 responded “no”. Regarding the responses for the second prompt, there was one trainee that provided additional feedback stating, “I would like more time to learn things.”

Figure 3: FTP Training & Resources Assessment



Figure 4, showcases trainees most frequent comments on the PIQ:

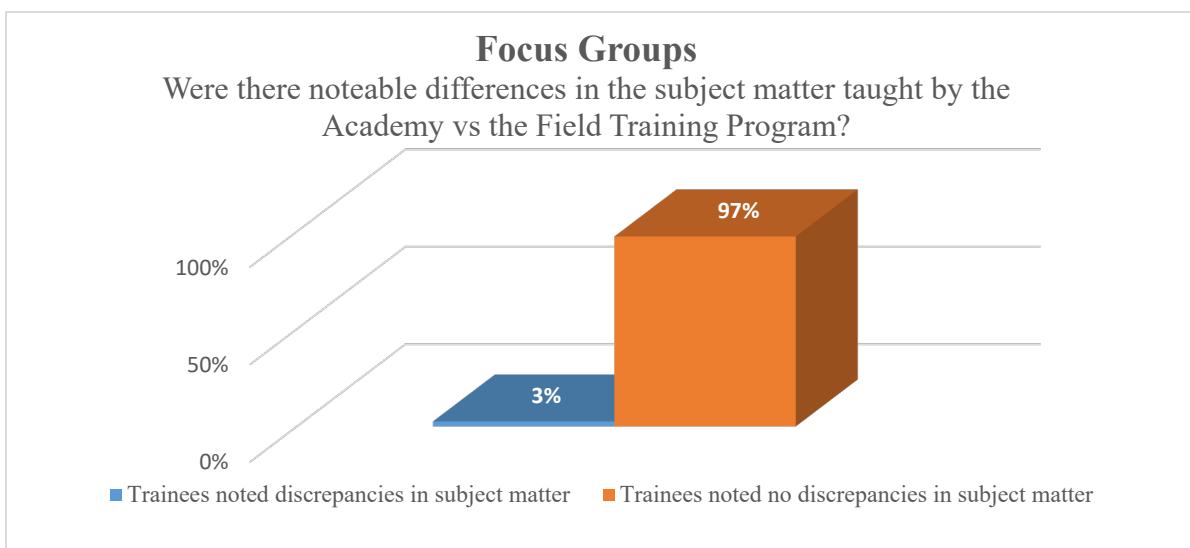
Figure 4: PIQ Comments



FGO Trainee Responses

As illustrated in percentages in Figure 5, of the 79 trainees FGQs that the OIG reviewed, two noted that they experienced discrepancies in materials they received.²¹ The materials they referred to, were supplemental instruction materials in the Academy they were provided and materials or information they were taught in field training with their assigned FTOs.²²

Figure 5: Discrepancies of Academy vs. FTP



When asked whether there were “Discrepancies in information provided between FTO and Academy/Academy Staff”, all 79 trainees stated that there were none. Figure 6 illustrates this 1:1 correlation.

Figure 6: Contributing Training Personnel

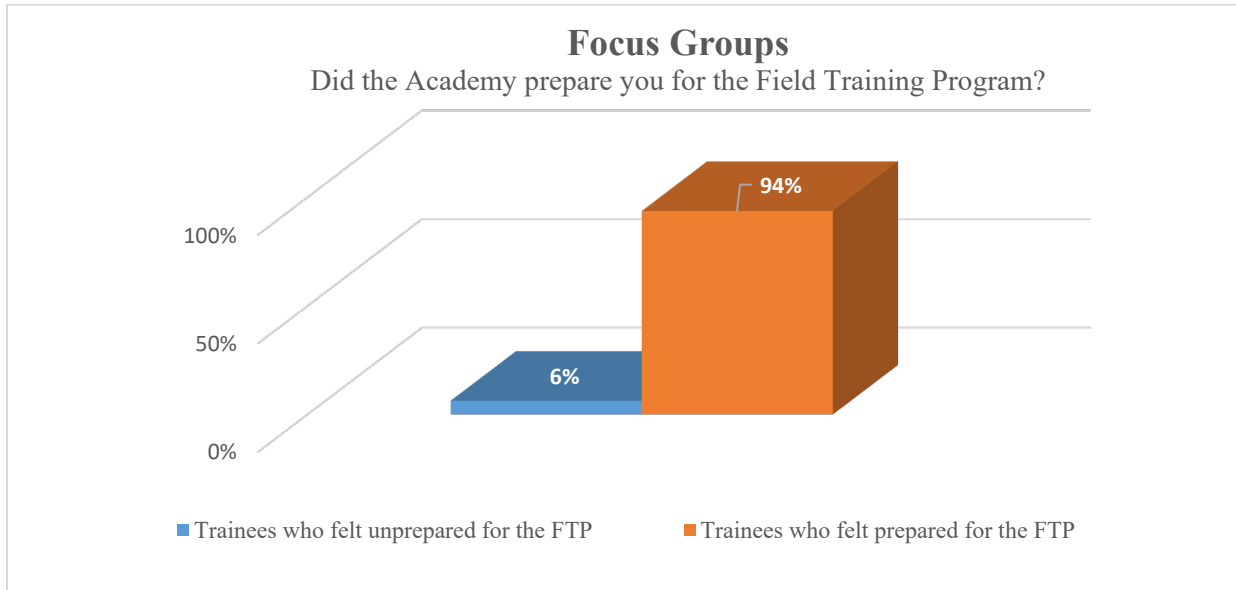


²¹ The 79 FGQs were selected from trainees spanning four different Academy classes that matriculated through the FTP. Please see the Methodology section of report for the selection process.

²² No additional comments were provided here as explanations of those discrepancies.

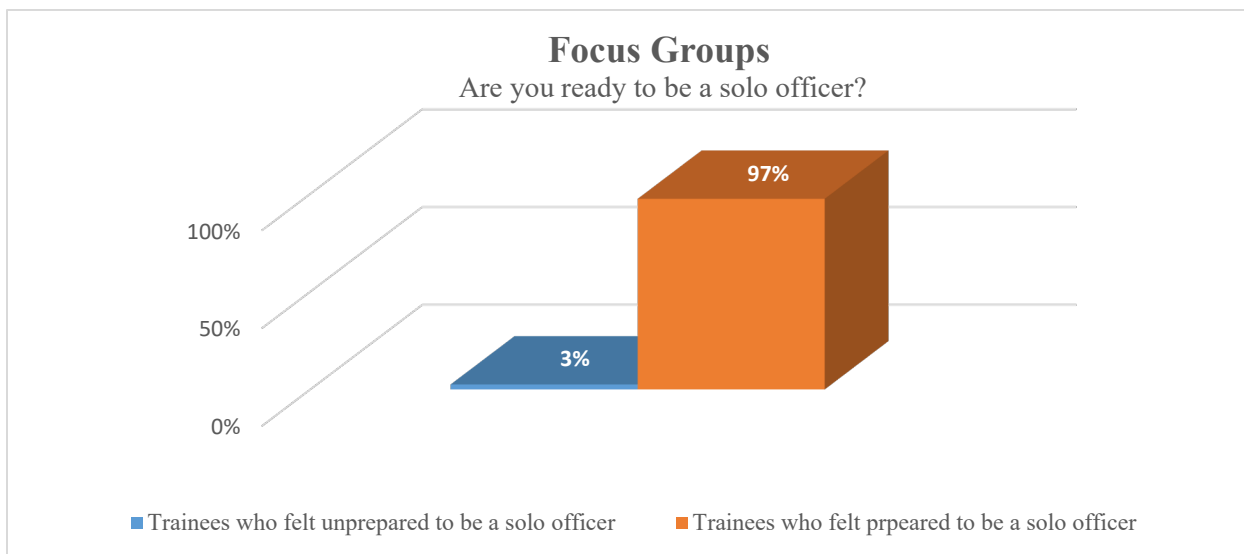
Five of the 79 trainees noted they felt the Academy did not prepare them to enter the FTP, as outlined in Figure 7.

Figure 7: Academy Preparation for FTP



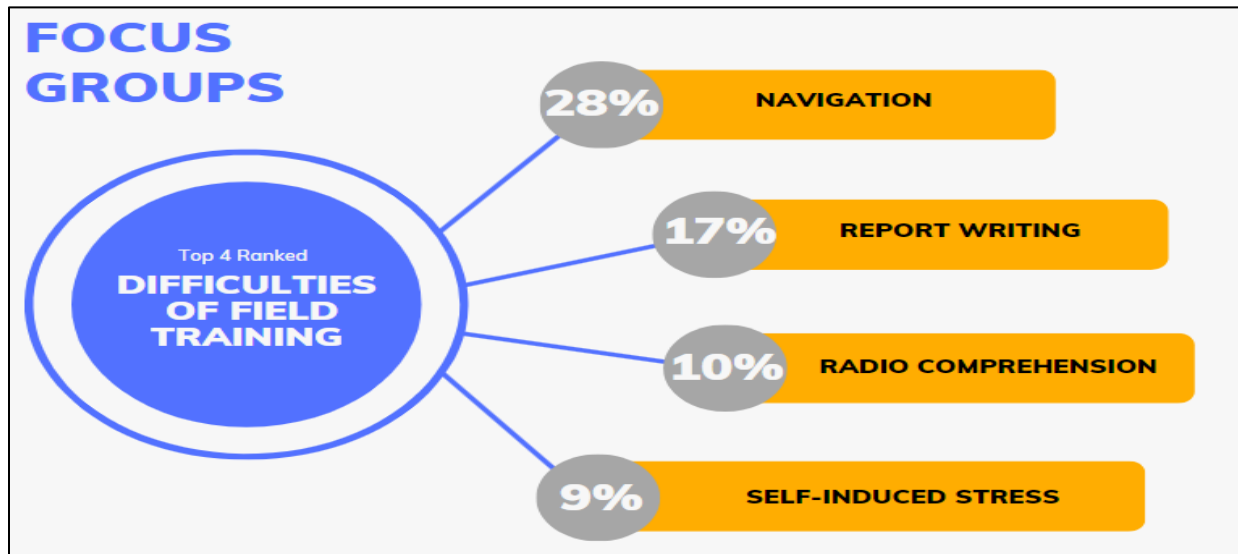
To that end, trainees stated they needed more training time on report writing, radio comprehension, and patrol procedures. Additionally, trainees commented that ride-a-longs with patrol officers would be helpful. Regarding whether field training properly prepared them to become a solo officer, two out of 79 trainees believed the training did not properly prepare them to become a solo officer, as reflected in percentages in Figure 8. Moreover, trainees noted that they learned more in Phase 2 but needed more assistance with report writing and computer training.

Figure 8: Readiness to be a solo officer



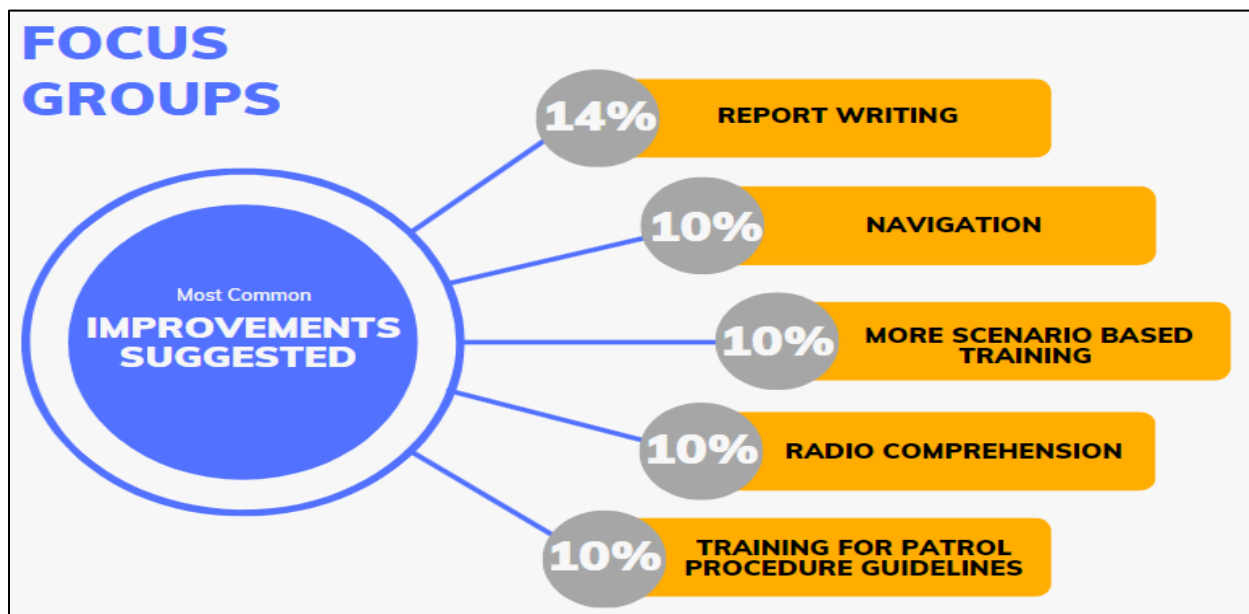
When trainees were asked, "What do you feel is the difficult part of field training?" they provided descriptive responses. The OIG created four different categories of the most frequent trainee response, as shown in Figure 9.²³

Figure 9: Difficulties of Field Training



When asked for suggestions or comments to improve the FTP or Academy, the trainees most frequently stated more training or classroom time should be allocated to the areas outlined in Figure 10.

Figure 10: FTP or Academy Suggested Improvements



²³ The complete list and enumeration can be found in the Appendix

QPR Meetings

DGO B-08 details the process for a QPR, which is held to discuss feedback from FGSs. The panel consists of the BFO Deputy Chief, Bureau of Services Deputy Chief, Training Section Commander, and the Field Training Program Coordinator. The panel discusses discrepancies identified during the sessions and determines a course of action for each. If reforms are needed, the panel ensures they are implemented when it is practical.²⁴ Additionally, the panel may remove an FTO for cause as outlined in the policy. After each quarterly meeting is held, the Field Training Program Coordinator must draft a memo summarizing each meeting and submit to all parties involved on the panel and the Chief of Police.

The OIG reviewed available panel memos and corresponding documents provided by OPD. The OIG also, observed the QPR held April 20, 2023, to discuss the results of the first quarter. The QPRs held beginning in the third quarter of 2020 are outlined in Table 5. Of the reviews held, only the QPR in 2023 has a subsequent memo that was drafted and sent to the Chief of Police. It must be noted that participant rosters were collected for the reviews conducted in 2022 and 2023. OPD stated that while these meetings were held, at times, conflicting schedules of those involved would hinder the meetings from taking place within a specified timeframe. As shared, there were large gaps of time when the meetings did not take place, nor were those missed meetings rescheduled for a later date. This implies that the timing of program reforms based on trainee feedback could be delayed. Additionally, it must be noted that during the review period there was a global pandemic occurring that also impacted OPD priorities.

Table 5: 2020-2023 Completed QPRs

<u>2020-2023 Completed QPRs</u>	
2020 1 st QPR	<i>None</i>
2020 2 nd QPR	<i>None</i>
2020 3 rd QPR	Completed
2020 4 th QPR	Completed
2021 1 st QPR	Completed
2021 2 nd QPR	<i>None</i>
2021 3 rd QPR	<i>None</i>
2021 4 th QPR	<i>None</i>
2022 1 st QPR	Completed
2022 2 nd QPR	Completed
2022 3 rd QPR	<i>None</i>
2022 4 th QPR	<i>None</i>
2023 1 st QPR	Completed (observed by OIG)

²⁴ OPD considers resources, timing, policies, and laws to determine practicality.

Data Analysis Limitations

For context, disparities in responses are expected if responses are provided on a form and submitted later, instead of respondents participating in an in-person focus group. In person focus groups does not allow for anonymity between trainee and their peers. Moreover, the OIG observed through data collection, that trainee that participated in the last two rounds of focus groups articulated more feedback and suggestions on what they felt would improve the program. This is also expected due to the nature of real-world application. However, additional insight from trainees in the comment section of the form was not provided.

FINDINGS

Finding 1: The FTU distributes and collects a PIQ from trainees after each completed rotation in the FTP.

The OIG sought to determine if the FTU interviews each trainee by ensuring they complete a PIQ after rotating to the next phase and FTO. The PIQ allows trainee to raise questions/concerns about the quality of training received and to advise them of the option to report misconduct. The OIG found that this was the case.

Finding 2: The FTU conducts three FGSs at the program mid-point, the end, and six months after the completion of the FTP.

The second objective was to determine if the FTU has been conducting three FGSs (mid-point, end, and six months after) with randomly selected trainee to assess consistency between what is taught in the Academy and field training for the last two years. Here, the OIG found that this was the case.

Finding 3: The FTU's chain of command does not consistently hold the required QPRs.

The OIG discovered that multiple QPR meetings to discuss trainee feedback and assess discrepancies were not held in 2020, 2021, and the first half of 2022. Additionally, the FTU does not have a streamlined process for the timeframe in which they are scheduled. It is important that all levels of the OPD reviews issues that arise from the trainee perspective, so any deficits are not repeated in upcoming trainee classes.

RECOMMENDATIONS

In support of the ongoing reforms and enhancements of OPD's field training, the OIG submits one recommendation for the FTU's consideration.

Recommendation 1: Codify a consistent and streamlined process for the QPRs within DGO B-08.

The training process for incoming police officers that prepares them for solo, active duty is vital to the success of public safety and building community trust. Part of that success is the internal controls in place that monitor when program and training protocols need to be redefined or enforced. The QPRs are a key component of those necessary internal controls. Therefore, OPD

management must prioritize a consistent timetable to meet, review, discuss, and resolve discrepancies within the FTP, especially those that originate from trainee feedback.

CONSIDERATIONS

The OIG suggests that OPD should consider the option of streamlining the information and trainee feedback collected electronically, including how information is stored, analyzed, and disseminated. It would likely benefit the FTP to have the data readily accessible and collated in a way to quickly highlight any deficits and trends. The OIG recognizes this may not be a possibility as OPD continues to navigate through the ransomware attack, but the OIG hopes this could be a conversation for the near future.

Lastly, while the number of trainees that felt the FTP did not adequately prepare them areas is relatively small, it is these officers that should be allowed additional training. The OIG suggests for OPD to reexamine the justification and cost benefits, if any, of the decrease in time police trainees spend in the Academy. In the field of policing, one officer's lack of understanding or misinterpretation of training could be detrimental to the execution of their duties and possibly become a perilous circumstance.

CONCLUSION

OPD complies with most aspects of DGO B-08 except for the required quarterly panel reviews. Understanding the challenges faced by OPD during the global pandemic, that could have impacted certain areas of the FTO program. To execute and maintain a robust field training program that introduces trainee to a culture of respect, accountability, peacekeeping and public servantry, OPD must require the utmost dedication and patience to its FTU. All levels must support the training mission and needs, as well as collect and analyze trainee feedback for possible program reforms. Additionally, utilizing technology to process trainee feedback could optimize the program efficiency and the quality of officers it produces.²⁵ The OIG anticipates a thorough policy analysis of DGO B-08 to eliminate deficiencies and enhance the FTP. The OIG looks forward to continued and ongoing reforms.

²⁵ https://post.ca.gov/portals/0/post_docs/publications/field-training-program/FTP/FTP-Vol1.pdf

**APPENDIX A:
OAKLAND POLICE
DEPARTMENT'S
RESPONSE**



INTER OFFICE MEMORANDUM

TO: Office of the Inspector General **FROM:** Chief Darren Allison
Oakland Police Department

SUBJECT: 2023 AUDIT OF FIELD TRAINING UNIT **DATE:** July 13, 2023

Chief of Police Approval

Date: 1 Aug 23

The purpose of this memorandum is to respond to the Office of the Inspector General’s 2023 Audit of the Field Training Unit policy and procedures. I appreciate the thoroughness of the review and the thoughtful recommendations emanating from it and ordered the Bureau of Risk Management review the findings, synthesize them with current practices, and initiate procedural changes to accommodate the recommendations listed.

The personnel assigned to the Bureau of Risk Management (BRM), which encompasses the Training Section, take great pride in the Field Training Program’s (FTP) success. They welcomed the suggestions from the OIG and were pleased with the OIG’s opinion, “*As shown in the findings, the OIG found the FTU and program in need of minimal reforms.*”

Recommendation 1: *Codify a consistent and streamlined process for the QPRs within DGO B-08.*

Department General Order (DGO) B-08 – Field Training outlines the process for Quarterly Panel Reviews (QPRs). The Field Training Unit (FTU) arranges a QPR to discuss feedback from Focus Group Sessions held within 30 days of the end of each calendar quarter. The panel discusses all discrepancies identified during the Focus Group Sessions and determines a course of action for each. The panel assesses the underlying reasons for the appearance of any and all discrepancies. In the event an identified discrepancy is serious, it may warrant the FTO’s removal from the program. Following a QPR, the FTU prepares a memorandum documenting the results and disseminates it to all involved parties as well as the Chief of Police.

However, the OIG provides further context for its recommendation as to what a *streamlined* process would entail.

Consideration 1: *Create a streamlined process to collect, store, and disseminate trainee feedback.*

*The OIG suggests that OPD should consider the option of streamlining the information and trainee feedback collected **electronically** (emphasis added), including [how the] information is stored, analyzed, and disseminated. It would likely benefit the FTP to have the data readily accessible and collated in a way to quickly highlight any deficits and trends. The OIG recognizes this may not be a possibility as OPD continues to navigate through the ransomware attack, but the OIG hopes this could be a conversation for the near future.*

The Department recognizes Recommendation 1 (as contextualized by *Consideration 1*) refers to the current practice of physically storing documents created by the trainees in support of FTP feedback within physical files, which are not as readily referenceable or analyzable as a data set.

The FTP recognized the same opportunity while compiling the requested documents for the OIG to audit near the beginning of the process. The FTP Coordinator has created a spreadsheet, tracking items relevant to the results of QPRs such that trends may be identified, addressed and remedies implemented. The headings of the spreadsheet include: Item, Action, Responsible Party, Due Date, Status, and Notes. The sheet provides the ability for a clear overview of the feedback and discrepancies identified during the QPRs.

Additionally, the Department has shown great success in its trainee performance documentation efforts while engaged in a long-standing contract with a third party (Shield Systems) database called LEFTA (Law Enforcement Field Training Application). The FTU has consistently tracked trainee performance via said system, but had not, until the OIG inquired as to certain metrics, utilized built in analytics tools. The FTU has begun exploring the suite of options already available within the database and remains committed to using available technologies to increase the efficiency and effectiveness of the trainee feedback loop.

Finally, to further streamline the process for collecting, storing, and disseminating trainee feedback, the FTU will begin its transition from heavy reliance on paper documents to digital storage, making the information more readily accessible to relevant Department members and referenceable for the FTP. The FTU will ensure the FTU prioritize paper documents that can be transitioned to digital format are migrated within the next six months for progressive use by upcoming Academy graduates. Meanwhile, the FTU will oversee a project to scan and save (digitize) the copious paper files housed by the FTU as archival, but still readily accessible. Once the FTU has settled on a reliable system of digital storage and analysis, the Training Section will develop a Procedure Manual (P&P) for reference for future holders of FTU positions.

Another aspect to Recommendation #1 involved missing QPRs from 2021 – 2022.

Therefore, OPD management must prioritize a consistent timetable to meet, review, discuss, and resolve discrepancies within the FTP, especially those that originate from trainee feedback.

The OIG was correct and kind to include the reminder that 2021-2022 were years involving a global pandemic (COVID19) which significantly impacted operations within the FTP. While important context, the Department does not seek exoneration for failing its QPR responsibilities as a result. The inconsistent Quarterly Panel Reviews (QPRs) within the Field Training Unit (FTU) have been addressed. The Training Section has established a fixed schedule for QPRs, updated at the beginning of each year and has communicated this schedule to all relevant parties. The Training Section has also developed a straightforward and streamlined process for scheduling and conducting QPRs. This procedure outlines who will attend, what topics will be

discussed, and how feedback will be collected and addressed. After each QPR, the Field Training Program Coordinator (FTPC) prepares a detailed memorandum documenting the review results. This memorandum will include the following:

- a. A summary of the feedback and discrepancies discussed during the QPR.
- b. The agreed-upon actions for each item, including who is responsible for implementing each action and the expected timeline for completion.
- c. Any additional comments or observations from the panel members.
- d. The memorandum will be distributed to all involved parties, including the Chief of Police, to ensure transparency and accountability.

In addition to the memorandum, the FTPC created an Excel spreadsheet to track the agreed-upon actions. This spreadsheet includes the following columns:

- a. Item: A brief description of the feedback or discrepancy.
- b. Action: The agreed-upon action to address the item.
- c. Responsible Party: The person or team responsible for implementing the action.
- d. Due Date: The expected completion date for the action.
- e. Status: The current status of the action (e.g., Not Started, In Progress, Completed).
- f. Notes: Any additional comments or details about the action.

Summary of OPD's Response to Recommendation and Consideration 1:

The Department, having previously been aware of the missed QPRs, has already taken steps to stabilize the scheduling of, and procedures of, QPRs. In 2023 the Field Training Unit has held two QPRs (Q1 and Q2) within the implemented structure and look forward to consistent success in holding said meetings and improving the FTP based on suggestions derived therefrom.

Consideration 2: Consider reexamining the number of training hours allocated for classroom.

The Department and Training Section are consistently reevaluating the number of hours designated for the POST Certified Basic Academy. The Department has traditionally delivered a curriculum exceeding 150% of the POST's minimum stipulations and continues to entertain the idea of broadening the curriculum to provide more in-class learning. This is done while also considering operational requirements, financial factors, and shifts in POST regulations. Irrespective of the division of hours between the Academy and the Field Training Program, the Department prioritizes education, training, and ongoing enhancement over performance ratings within the Field Training Program.

Additionally, we have integrated the advantage of hosting a "post-academy," which sidesteps the need for POST certification. Historically, this initiative has spanned 2 to 4 weeks, providing a flexible structure. It offers room for adaptation based on training needs, further contributing to our continuous commitment to comprehensive law enforcement education.

In the future, should there be chances to enlarge the curriculum for the post-academy, the commander of the Training Section will seize the opportunity to extend the available hours.

Summary of OPD's Response to Consideration 2:

Our Department, already known for hosting one of California's most extensive Academies, frequently modifies its curriculum, evidenced by each Academy undergoing POST re-certification, regularly introducing new classes, and varying the time allocated to different subjects. We're devoted to expanding this curriculum to the greatest extent permitted while acknowledging that operational demands and financial limitations may influence such decisions.

Rather than extending the hours of the Academy, which calls for POST approval that's not always guaranteed, the Training Section plans to enhance the duration of the "post-academy" period, which bypasses the need for POST certification. This post-academy phase has traditionally varied from 2-6 weeks to adapt to diverse training requirements.

We're committed to nurturing a proficient police force skilled in critical thinking and collaborative problem-solving with the community we've sworn to protect and serve.

I look forward to continuing the Department's work with the Office of the Inspector General and are committed to maintaining the highest standards in our Field Training Program.

Sincerely,

Darren Allison
Interim Chief of Police

Reviewed by:
Clifford Wong, Deputy Chief of Police
Bureau of Risk Management

Prepared by:
Nicholas Calonge, Lieutenant of Police
Office of Internal Accountability

APPENDIX B: ENGAGEMENT LETTER



Office of the Inspector General
Michelle N. Phillips, Inspector General
250 Frank H. Ogawa Plaza
Oakland, California 94612



July 1, 2022

LeRonne L. Armstrong
Chief of Police
Police Administration Building
Oakland Police Department
455 7th St
Oakland, CA 94607

Dear Chief Armstrong:

This letter is to inform you that the Office of the Inspector General (OIG) will conduct a review of the of the Oakland Police Department's (OPD) Field Training Officer (FTO) program.

The objective of this review will be to evaluate compliance with OPD policies and procedures; laws, regulations, and guidelines regarding the FTO program and its implementation. The FTO program will also be reviewed to assess internal controls and to identify any areas of deficiency.

Background

The FTO program, outlined in Task 42 (Attached), is an important area for review for OIG. The FTO program review is of significance as it presents new officers the first opportunity to work in the field, post-academy. It is also a critical aspect of training for new officers in department culture, community interactions, and job execution.

Scope

OIG views OPD as progressive in its efforts to collect data about the experiences of trainees through Personal Interview Questionnaires and conducting Focus Group Sessions¹. In essence, this evaluation will determine if these questionnaires are being completed and if the focus groups are being held. Therefore, the overall purpose is to review the effectiveness of the Department's FTO program from the perspective of the trainees.

¹ Revision of DGO B-08, Field Training Program, accessed June 30, 2022, chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/http://www2.oaklandnet.com/oakca1/groups/police/documents/webcontent/oa k047637.pdf

Objectives

This review will focus on the following key objectives:

1. Determine if the Field Training Unit (FTU) interviews each trainee officer and has them complete a Personal Interview Questionnaire prior to the trainee rotating between FTOs to allow an opportunity to raise questions/concerns about quality of training received and to advise trainee of option to report misconduct.
 - a. Review how concerns are documented
 - b. Review how long concerns are archived
2. Determine if the FTU has been conducting 3 Focus Group Sessions (mid-point, end, and 6 months after) with randomly selected trainees to determine consistency between what is taught in the Academy and in Field Training for the last two years.
 - a. Memos documenting feedback of each focus group
 - b. Quarterly panel reviews to discuss feedback to assess discrepancies

This review will collect data and information regarding trainee officer’s’ experiences during their time in the FTO program and determine the presence of any systemic issues identified by the mandated focus groups and the reporting of the FTO program. It is important to understand these key components of the FTO program to determine: (1) if reports are being completed and if focus groups are being held, and (2) if the information from those activities are being utilized to make progressive, systemic change where necessary and appropriate within OPD.

During the week of July 3, 2022, Dr. Leigh R. Anderson, Chief of Staff for the OIG, will contact your office to schedule an entrance briefing. At that briefing, Dr. Anderson will explain the scope of the review, answer questions, and discuss any concerns you might have. In addition, Dr. Anderson will solicit your opinions about FTO operations and your suggestions regarding potential areas of concern if any.

In support of the review, please provide Dr. Anderson with the following information on the Field Training Unit (FTU) by July 15, 2022:

- an organization chart for FTU;
- a list of all employees (including those detailed to FTU) that includes position titles, telephone numbers, work locations, and e-mail addresses;
- all internal policies, procedures, and other documents that guide the work of FTU;²
- position descriptions for FTU employees;
- process flowcharts (if they exist) detailing FTU operations;

² If these documents are voluminous, please advise Dr. Anderson so we can consider reviewing some or all of them onsite.

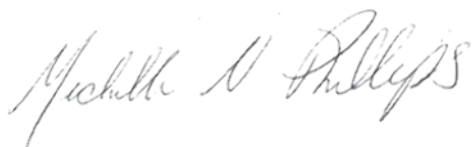
Letter to Chief Armstrong
July 1, 2022

- copies of any previous studies related to FTU, including feasibility, strategic, and cost/benefit studies;
- list and descriptions of pending or current contracts that pertain to FTU operations;
- copies of all reports related to FTU required by federal and District agencies and officials (FY 2006 through FY 2009);
- goals and results of performance measures for FTU (FY 2020 through FY 2022 to date); and
- any other documentation or information you believe would assist the review.

Please provide Dr. Anderson with the name and telephone number of the person who will serve as our primary point of contact at OPD during the review. Dr. Anderson can be reached on (314) 456-5941 and at landerson@oaklandca.gov. Dr. Anderson will contact this individual to schedule the entrance briefing. Please provide written acknowledgement of receipt of this document to the OIG at OIG@oaklandca.gov.

Thank you in advance for your cooperation, and I look forward to working with OPD in our joint efforts to improve the quality of public safety services provided to residents and other stakeholders of the City of Oakland.

Sincerely,



Michelle N. Phillips
Inspector General

MNP/lra

cc: Tyfahra Milele, Chair
Marsha Peterson, Vice Chair
Brenda Harbin-Forte, Commissioner
Rudolph Howell, Commissioner
Jesse Hsieh, Commissioner
Regina Jackson, Commissioner
David Jordan, Commissioner
Angela Jackson-Castain, Alternate Commissioner
Karely Ordaz, Alternate Commissioner

**APPENDIX C:
NEGOTIATED SETTLEMENT
AGREEMENT WITH
STIPULATIONS REVISED
DECEMBER 2008**

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

DELPHINE ALLEN, et al.,
Plaintiffs,
v.
CITY OF OAKLAND, et al.,
Defendants.

Master Case No. C00-4599 TEH (JL)
**SETTLEMENT AGREEMENT
RE: PATTERN AND PRACTICE CLAIMS**

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1 **I. PURPOSE**

2 The City of Oakland (hereinafter referred to as “the City”) and the plaintiffs share a mutual
3 interest in promoting effective and respectful policing. The parties join in entering into this
4 Settlement Agreement (hereinafter “Agreement”) to promote police integrity and prevent conduct
5 that deprives persons of the rights, privileges and immunities secured or protected by the
6 Constitution or laws of the United States. The overall objective of this document is to provide for
7 the expeditious implementation, initially, with the oversight of an outside monitoring body
8 (hereinafter “the Monitor”), of the best available practices and procedures for police management
9 in the areas of supervision, training and accountability mechanisms, and to enhance the ability of
10 the Oakland Police Department (hereinafter “the Department” or “OPD”) to protect the lives,
11 rights, dignity and property of the community it serves.

12 This document is intended as the basis for an agreement to be entered into between the City
13 and Plaintiffs in the Delphine Allen, et al. v. City of Oakland, et al., consolidated case number C00-
14 4599 TEH (JL) otherwise known as the “Riders” cases. This document shall constitute the entire
15 agreement of the parties. No prior or contemporaneous communications, oral or written, or prior
16 drafts shall be relevant or admissible for purposes of determining the meaning of any provisions
17 herein in any litigation or any other proceedings.

18 In the Riders cases, the plaintiffs have alleged that the Oakland Police Department was
19 deliberately indifferent to, or otherwise ratified or encouraged, an ongoing practice of misconduct
20 by the defendant officers to violate the plaintiffs’ civil rights. Plaintiffs further alleged that the
21 Oakland Police Department was deliberately indifferent to and or negligent in its hiring, training,
22 supervision and discipline of its police officers, and that such indifference caused the alleged
23 violations of the plaintiffs’ constitutional rights. All such claims are hereinafter referred to as the
24 “pattern and practice” claims. The City of Oakland defendants expressly deny such allegations
25 asserted in the consolidated Riders complaints.

26 Nothing in this Agreement, the complaints filed in this action or the negotiation process

1 leading to the settlement of the pattern and practice claims shall be construed as an admission of
2 liability or evidence of liability under any federal, state or local law, including 42 U.S.C. §§1983,
3 14141, 2000d and/or 3789d (c).

4 Subject to all plaintiffs settling their monetary damage claims, this Agreement resolves all
5 pattern and practice claims in the Riders complaints. Upon termination of this Agreement, as set
6 forth in Section XV, paragraph B (3), plaintiffs agree to dismiss such claims with prejudice.

7 Nothing in this document is intended to alter the lawful authority of OPD personnel to use
8 reasonable and necessary force, effect arrests and file charges, conduct searches or make seizures,
9 or otherwise fulfill their law enforcement obligations to the people of the City of Oakland in a
10 manner consistent with the requirements of the Constitution and laws of the United States and the
11 State of California.

12 Nothing in this Agreement is intended to alter the existing collective bargaining agreement
13 between the City and OPD member/employee bargaining units or to impair the collective
14 bargaining rights of OPD member/employee bargaining units under state law or local law. The City
15 recognizes that the implementation of certain provisions of this Agreement may require compliance
16 with meet-and-confer processes. The City shall comply with any such legal requirements and shall
17 do so with the goal of concluding such processes in a manner consistent with the purposes of this
18 Agreement and to otherwise permit the City to timely implement this Agreement. The City shall
19 give appropriate notice of this Agreement to the OPD member/employee bargaining units to allow
20 such processes to begin, as to this Agreement, as filed with the Court.

21 This Agreement is binding upon the parties hereto, by and through their officials, agents,
22 employees, successors and attorneys of record. This Agreement is enforceable only by the parties,
23 as described elsewhere in this document. No person or entity is intended to be a third-party
24 beneficiary of the provisions of this Agreement for the purposes of any civil, criminal, or
25 administrative action, and accordingly, no person or entity may assert any claim or right as a
26 beneficiary or protected class under this Agreement. This Agreement is not intended to impair or

1 expand the right of any person or organization to seek relief against the City defendants for their
 2 conduct or the conduct of Oakland police officers; accordingly, it does not alter legal standards
 3 governing any such claims, including those under California Business and Provisions Code Section
 4 17200, et seq. This Agreement does not authorize, nor shall it be construed to authorize, access to
 5 any City or Department documents, except as expressly provided by this Agreement, by persons or
 6 entities other than the City defendants and the Monitor.

7 This Agreement is entered into with the understanding that all OPD personnel shall strive to
 8 act in full compliance with its provisions. Acts of non-compliance with the provisions of this
 9 Agreement by OPD personnel shall result in corrective measures, up to and including termination.

10 **II. DEFINITIONS**

11 **A. Bureau:**

12 The first subordinate organizational unit within the Department.

13 **B. Citizen:**

14 Any individual person, regardless of citizenship status.

15 **C. Command Officer/Commander:**

16 Members of the Department holding the rank of Lieutenant or higher.

17 **D. Command Staff**

18 All members of the Department holding the rank of Lieutenant or higher.

19 **E. Complaint**

20 Any complaint regarding OPD services, policy or procedure, claims for damages (which
 21 allege member/employee misconduct); and any allegation of possible misconduct by an OPD
 22 member or employee. For purposes of this Agreement, the term “complaint” does not include any
 23 allegation of employment discrimination.

24 **F. Effective Date**

25 The date this Agreement was entered by the Court.

26 ///

*Section II***G. Employee**

Every person, other than members, appointed or assigned to the Department in any permanent or temporary civil service classification.

H. Force**1. Investigated Use of Force**

That level of force which requires an investigation and the preparation of a Use of Force Report (TF-967) in accordance with the provisions of Departmental General Order (DGO) K-3, "The Use of Force" and K-4, "Reporting and Investigating the Use of Force."

2. Lethal Force

Any force reasonably likely to cause death or serious physical injury with a reasonable probability of causing death.

3. Non-Investigated Use of Force

Any use of force by OPD personnel to effect an arrest or gain control of a person not rising to the level of force defined in Section II, paragraph H(1), of this Agreement.

4. Reports of Force

Uses of force – lethal, investigated, and non-investigated – shall be reported as outlined in Section V, "Policy and Procedures for Use of Force Notification and Report."

5. Unnecessary Use of Force

Any use of force that is not reasonably necessary in light of the totality of information available to and circumstances confronting the member (see DGO K-3, "The Use of Force").

6. Use of Force

Any physical or mechanical coercion used by OPD personnel to defend themselves or others, or to otherwise affect, influence, or persuade an individual to comply with an order. This includes, but is not limited to, hand strikes, kicks, leg sweeps, and takedowns. The drawing of and intentional pointing of a firearm at another person shall be considered as use of force for the

Section II

1 purposes of this Agreement.

2 **I. Integrity Tests**

3 Targeted or random integrity tests, or “stings,” designed to identify and investigate OPD
4 personnel who are engaged in at-risk behavior, to measure compliance with Department directives
5 and orders, and/or the terms and conditions of this Agreement.

6 **J. Investigation, Division-Level**

7 An investigation, by the subject member/employee’s organizational unit, into allegations of
8 that member/employee’s violation of the law or Departmental rules, regulations or policies.

9 **K. Investigation, Internal**

10 An investigation, by a Department investigator, into allegations of a violation of the law or
11 Departmental rules, regulations or policies.

12 **L. Manager**

13 An employee of the Department in charge of a Division or Section.

14 **M. Manual of Rules (MOR)**

15 The Department publication which provides additional specificity to the standards of
16 conduct embodied in the Law Enforcement Code of Ethics and the Department’s Statement of
17 Values.

18 **N. Member**

19 Any person appointed to the Department as a full-time, regularly salaried peace officer. For
20 the purposes of this Agreement, Rangers are included in this definition.

21 **O. Non-Disciplinary Action**

22 Action, other than discipline, taken by a superior, commander, or manager to enable or
23 encourage a subordinate to improve, modify, or correct his or her work performance.

24 **P. OPD Personnel**

25 All members, employees, Reserve Officers, volunteers, and other persons working under the
26 direction of the Department.

*Section II***1 Q. Personnel Assessment System (PAS)**

2 The computerized complaint-tracking and select-indicator system, as designed within a
3 relational database, for maintaining, integrating and retrieving data necessary for supervision and
4 management of OPD and its personnel.

5 R. Serious Misdemeanor

6 Any misdemeanor crime the commission of which would preclude a member or employee
7 from continuing to successfully complete his/her responsibilities as a member/employee of the
8 Department. These crimes involve those that negatively impact the integrity and values of the
9 Department. Examples are those that involve sex, theft, possession of drugs and those listed in
10 California Penal Code §12021(c)(1), "Unlawful Possession of a Firearm."

11 S. Subject Officer/Employee

12 The member or employee, under an investigation, against whom allegations of a violation of
13 the law or Departmental rules, regulations or policies have been made.

14 T. Supervisor

15 A member or employee of the Department assigned to a position requiring the exercise of
16 immediate supervision over the activities of other members and employees.

17 U. Vehicle Stop

18 Any instance in which a member directs a civilian operating a vehicle of any type (including
19 bicycles, mopeds, motorized scooters, etc.) to stop, and the driver is detained for any length of time.

20 V. Walking Stop

21 Any instance in which a member detains a person (i.e., the person is not free to leave) who
22 is not in or on a vehicle.

23 ///

24 ///

25 ///

26 ///

TASK 10
Section III

1 **TASK 10 (Section III)**

2 **III. INTERNAL AFFAIRS DIVISION (IAD)**

3 With the exception of subparagraphs G, H, I, J, K, M, N and as otherwise set forth below,
4 within 616 days from the effective date of this Agreement, the Chief of Police shall revise
5 Departmental policy and procedures and develop a manual for conducting complaint investigations.
6 Training shall be provided to ensure all personnel have received, understand, and comply with new
7 and revised Departmental policies and procedures. For the policies that are developed in paragraphs
8 III.B.1, III.D.1, III.E.1, III.E.2.a, III.G, III.H, III.I, III.J, III.K, III.M, III.N, and III.O, all training on
9 those policies shall be completed on or before June 1, 2004. The IAD Procedural Manual shall
10 include, at a minimum, the following provisions of this Section:

11 **TASK 1 (Section III)**

12 **A. IAD Staffing and Resources**

- 13 1. Assignment;
- 14 2. Rotation;
- 15 3. Training and qualifications of members and other personnel in IAD;
- 16 4. Appropriate background checks on IAD personnel;
- 17 5. Confidentiality of IAD information.

18 **TASK 2 (Section III)**

19 **B. Timeliness Standards and Compliance with IAD Investigations**

20 Fairness to complainants, members/employees and the public requires that internal
21 investigations be completed in a timely fashion.

- 22 1. On or before December 1, 2003, OPD shall develop policies regarding timeliness
23 standards for the completion of Internal Affairs investigations, administrative findings and
24 recommended discipline.
- 25 2. Compliance with these timeliness standards shall be regularly monitored by IAD
26 command and the Department's command staff. If IAD experiences an unusual proliferation of

TASK 2
Section III.B.2

1 cases and/or workload, IAD staffing shall be increased to maintain timeliness standards.

2 **TASK 3 (Section III)**

3 **C. IAD Integrity Tests**

4 IAD shall be proactive as well as reactive.

5 1. IAD shall conduct integrity tests in situations where members/employees are the
 6 subject of repeated allegations of misconduct.

7 2. IAD shall have frequency standards, among other parameters, for such integrity
 8 tests.

9 **TASK 4 (Section III)**

10 **D. Complaint Control System for IAD**

11 1. Within 90 days, OPD shall develop a policy regarding an informal complaint
 12 resolution process which may be used by supervisors and IAD to resolve service complaints and
 13 Class II violations that do not indicate a pattern of misconduct as described in Section III,
 14 paragraph H (2). This process shall document the receipt of the complaint, date, time, location,
 15 name or the person making the complaint, the name of the person receiving the complaint, how the
 16 matter was resolved and that the person making the complaint was advised of the formal complaint
 17 process with the CPRB. The documentation shall be forwarded to an IAD Commander for review.
 18 If the informal complaint resolution process fails to resolve the complaint or if the person making
 19 the complaint still wishes to make a formal complaint, the person receiving the complaint shall
 20 initiate the formal complaint process pursuant to Section III, paragraph E. An IAD Commander
 21 shall make the final determination whether the ICR process will be utilized to resolve the
 22 complaint. OPD personnel shall not unduly influence persons making a complaint to consent to the
 23 informal complaint resolution process.

24 2. IAD shall establish a central control system for complaints and Departmental
 25 requests to open investigations. Every complaint received by any supervisor or commander shall be
 26 reported to IAD on the day of receipt. If IAD is not available, IAD shall be contacted at the start of

TASK 4
Section III.D.2

1 the next business day. Each complaint shall be assigned an Internal Affairs case number and be
 2 entered into a complaint database with identifying information about the complaint. OPD personnel
 3 shall notify IAD and the Chief of Police, or designee, as soon as practicable, in cases likely to
 4 generate unusual public interest.

5 3. Criteria shall be established which must be met prior to moving, from “open” to
 6 “closed,” any investigation in the complaint database.

7 **TASK 5 (Section III)**

8 **E. Complaint Procedures for IAD**

9 1. On or before December 1, 2003, OPD shall develop a policy so that, OPD personnel
 10 who become aware that a citizen wishes to file a complaint shall bring such citizen immediately, or
 11 as soon as circumstances permit, to a supervisor or IAD or summon a supervisor to the scene. If
 12 there is a delay of greater than three (3) hours, the reason for such delay shall be documented by the
 13 person receiving the complaint. In the event that such a complainant refuses to travel to a
 14 supervisor or to wait for one, the member/employee involved shall make all reasonable attempts to
 15 obtain identification, including address and phone number, as well as a description of the allegedly
 16 wrongful conduct and offending personnel, from the complainant and any witnesses. This
 17 information, as well as a description of the complaint, shall immediately, or as soon as
 18 circumstances permit, be documented on a Complaint Form and submitted to the immediate
 19 supervisor or, in his/her absence, the appropriate Area Commander, and shall be treated as a
 20 complaint. The supervisor or appropriate Area Commander notified of the complaint shall ensure
 21 the Communications Division is notified and forward any pertinent documents to the IAD.

22 2. An on-duty supervisor shall respond to take a complaint received from a jail inmate
 23 taken into custody by OPD, who wishes to make a complaint of Class I misconduct
 24 contemporaneous with the arrest. The supervisor shall ensure the Communications Division is
 25 notified and forward any pertinent documents to the IAD. All other misconduct complaints, by a
 26 jail inmate shall be handled in the same manner as other civilian complaints.

TASK 5
Section III.E.3

1 3. In each complaint investigation, OPD shall consider all relevant evidence, including
 2 circumstantial, direct and physical evidence, and make credibility determinations, if feasible. OPD
 3 shall make efforts to resolve, by reference to physical evidence, and/or use of follow-up interviews
 4 and other objective indicators, inconsistent statements among witnesses.

5 4. OPD shall develop provisions for the permanent retention of all notes, generated
 6 and/or received by OPD personnel in the case file.

7 5. OPD shall resolve each allegation in a complaint investigation using the
 8 “preponderance of the evidence” standard. Each allegation shall be resolved by making one of the
 9 following dispositions: Unfounded, Sustained, Exonerated, Not Sustained, or Administrative
 10 Closure. The Department shall use the following criteria for determining the appropriate
 11 disposition:

- 12 a. *Unfounded*: The investigation disclosed sufficient evidence to determine that
 13 the alleged conduct did not occur. This finding shall also apply when
 14 individuals named in the complaint were not involved in the alleged act.
- 15 b. *Sustained*: The investigation disclosed sufficient evidence to determine that
 16 the alleged conduct did occur and was in violation of law and/or Oakland
 17 Police Department rules, regulations, or policies.
- 18 c. *Exonerated*: The investigation disclosed sufficient evidence to determine that
 19 the alleged conduct did occur, but was in accord with law and with all
 20 Oakland Police Department rules, regulations, or policies.
- 21 d. *Not Sustained*: The investigation did not disclose sufficient evidence to
 22 determine whether or not the alleged conduct occurred.
- 23 e. *Administrative Closure*: The investigation indicates a service complaint, not
 24 involving an MOR violation, was resolved without conducting an internal
 25 investigation; OR
- 26 f. To conclude an internal investigation when it has been determined that the

TASK 5
Section III.E.5.f

- 1 investigation cannot proceed to a normal investigative conclusion due to
 2 circumstances to include but not limited to the following:
- 3 1) Complainant wishes to withdraw the complaint and the IAD
 4 Commander has determined there is no further reason to continue the
 5 investigation and to ensure Departmental policy and procedure has
 6 been followed;
 - 7 2) Complaint lacks specificity and complainant refuses or is unable to
 8 provide further clarification necessary to investigate the complaint;
 - 9 3) Subject not employed by OPD at the time of the incident; or
 - 10 4) If the subject is no longer employed by OPD, the IAD Commander
 11 shall determine whether an internal investigation shall be conducted.
 - 12 5) Complainant fails to articulate an act or failure to act, that, if true,
 13 would be an *MOR* violation; or
 - 14 6) Complaints limited to California Vehicle Code citations and resulting
 15 tows, where there is no allegation of misconduct, shall be referred to
 16 the appropriate competent authorities (i.e. Traffic Court and Tow
 17 Hearing Officer).
- 18 g. Administrative Closures shall be approved by the IAD Commander and
 19 entered in the IAD Complaint Database.
- 20 6 The disposition category of "Filed" is hereby redefined and shall be included under
 21 Administrative Dispositions as follows:
- 22 a. An investigation that cannot be presently completed. A filed investigation is
 23 not a final disposition, but an indication that a case is pending further
 24 developments that will allow completion of the investigation.
 - 25 b. The IAD Commander shall review all filed cases quarterly to determine
 26 whether the conditions that prevented investigation and final disposition have

TASK 5
Section III.E

1 c. changed and may direct the closure or continuation of the investigation.

2 7. Any member or employee who is a subject of an internal investigation, as well as
3 any other member or employee on the scene of an incident at which misconduct has been alleged
4 by a complainant, shall be interviewed and a recorded statement taken . However, investigators,
5 with the approval of an IAD Commander, are not required to interview and/or take a recorded
6 statement from a member or employee who is the subject of a complaint or was on the scene of the
7 incident when additional information, beyond that already provided by the existing set of facts
8 and/or documentation, is not necessary to reach appropriate findings and conclusions.

9 **TASK 6 (Section III)**

10 **F. Refusal to Accept or Refer Citizen Complaint**

11 Refusal to accept a citizen complaint, failure to refer a citizen to IAD (when that citizen can
12 be reasonably understood to want to make a citizen's complaint), discouraging a person from filing
13 a complaint, and/or knowingly providing false, inaccurate or incomplete information about IAD
14 shall be grounds for discipline for any OPD member or employee.

15 **TASK 7 (Section III)**

16 **G. Methods for Receiving Citizen Complaints**

17 On or before December 1, 2003, OPD shall develop a policy to strengthen procedures for
18 receiving citizen complaints:

19 1. IAD or Communication Division personnel shall staff a recordable toll-free
20 complaint phone line, 24-hours a day, and receive and process complaints in accordance with the
21 provisions of Departmental General Order M-3. The complainant shall be advised that the call is
22 being recorded when a complaint is taken by IAD.

23 2. Guidelines for filing a citizen's complaint shall be prominently posted and
24 informational brochures shall be made available in key Departmental and municipal locations.

25 3. OPD shall accept anonymous complaints. To the extent possible, OPD shall ask
26 anonymous complainants for corroborating evidence. OPD shall investigate anonymous complaints

TASK 7
Section III.G

1 to the extent reasonably possible to determine whether the allegation can be resolved.

2 4. OPD personnel shall have available complaint forms and informational brochures on
 3 the complaint process in their vehicles at all times while on duty. Members/employees shall
 4 distribute these complaint forms and informational brochures when a citizen wishes to make a
 5 complaint, or upon request.

6 5. IAD shall be located in a dedicated facility removed from the Police Administration
 7 Building.

8 6. Complaint forms and informational brochures shall be translated consistent with
 9 City policy.

10 7. Complaint forms shall be processed in accordance with controlling state law.

11 **TASK 8 (Section III)**

12 **H. Classifications of Citizen Complaints**

13 On or before December 1, 2003, OPD shall develop a policy so that misconduct complaints
 14 shall be categorized according to “Class I” or “Class II” offenses.

15 1. Class I offenses are the most serious allegations of misconduct, which, if proven,
 16 might serve as the basis for a criminal prosecution and/or for dismissal from OPD.

17 a. The Class I offenses are:

- 18 1) Use of excessive force;
- 19 2) Fabrication of evidence, including the planting of inculpatory
 20 evidence;
- 21 3) Untruthfulness;
- 22 4) Knowingly and intentionally filing a false police report;
- 23 5) Insubordination;
- 24 6) Commission of a felony or serious misdemeanor;
- 25 7) Exhibition of bias or harassment, actions of a retaliatory nature, or
 26 failure to take reasonable steps to prevent retaliation;

TASK 8
Section III.H.1.a.8

- 1 8) Solicitation or acceptance of gifts or gratuities as specified in the
2 *Manual of Rules*;
3 9) Willful false arrest, made knowingly without probable cause;
4 10) Failing to report others who commit any Class I offense.

5 b. Unless otherwise directed by the Chief of Police or acceptable designee (i.e.,
6 Acting Chief, Assistant Chief, or Deputy Chief), Class I offenses shall be investigated by IAD
7 investigators. Statements and interviews in Class I investigations shall be tape recorded, but not
8 transcribed except at the request of the subject member/employee, complainant, command staff,
9 Monitor, or the OIG.

10 2. Class II offenses shall include minor misconduct situations. Complaints received
11 from private persons, alleging a Class II violation, shall be processed as a complaint and referred
12 for investigation or resolved through the Informal Complaint Resolution process. A Class II
13 violation discovered by a supervisor, commander, or manager in the normal course of supervision,
14 that does not indicate a pattern of misconduct, may be addressed through non-disciplinary
15 corrective action. Statements and interviews from OPD personnel in Class II investigations shall be
16 recorded, but not transcribed except at the request of the subject member/employee, complainant,
17 command staff, Monitor, or the OIG. When a unit commander or the assigned investigator
18 encounters a Class I violation during a Class II, division-level investigation, he/she shall contact the
19 IAD Commander. The IAD Commander shall consult with the Chief of Police to determine whether
20 the investigation shall be forwarded to IAD or remain in the unit in which the Class II violation was
21 originally assigned.

22 **TASK 9 (Section III)**

23 **I. Contact of Citizen Complainant**

24 On or before December 1, 2003, OPD shall develop a policy to ensure that citizen
25 complainants shall be contacted, as soon as possible, by IAD or the investigator assigned to the
26 investigation, to determine the nature, scope and severity of the complaint, as well as to identify

TASK 11
Section III

1 potential witnesses and/or evidence as quickly as possible.

2 **TASK 10 (Section III)**

3 *See Section III, Introduction*

4 **TASK 11 (Section III)**

5 **J. Summary of Citizen Complaints Provided to OPD Personnel**

6 1. On or before December 1, 2003, OPD shall develop a policy to ensure that the
7 investigator shall provide the member/employee with a brief synopsis of any complaint alleged
8 against them, but shall not allow the member/employee to read the complaint itself or to review
9 citizen or other witness statements prior to the member/employee's interview. Such synopses shall
10 be preserved within the IAD file.

11 2. When notifying a member/employee that a complaint has been filed against him or
12 her, IAD shall also notify the subject's immediate supervisor and commander.

13 3. Upon completion of the IAD investigation and issuance of a final report by IAD, the
14 subject member/employee shall have access to the underlying data on which the report is based,
15 including all tape-recorded interviews, transcripts and investigator's notes.

16 **TASK 12 (Section III)**

17 **K. Disclosure of Possible Investigator Bias**

18 On or before December 1, 2003, OPD shall establish a policy requiring that investigators
19 (this covers IAD and field investigators) disclose relationships which might lead to a perception of
20 bias regarding the subject(s) of any investigation, including such as family relationships, outside
21 business relationships, romantic relationships, close work or personal friendships. In cases where it
22 is clear that the nature of the relationship could be perceived to compromise the investigative
23 process, the involved investigator(s) shall recuse him/herself from the investigation. In more
24 ambiguous situations, the investigator(s) involved shall make full disclosure, in writing, to his/her
25 supervisor. In the case of a Class I investigation, that supervisor shall then make a recommendation
26 to the IAD or, in the case of a division-level investigation, the unit commander. The IAD, unit

TASK 13
Section III.K

1 commander or, as appropriate, his/her superior, shall replace the investigator in question with
 2 another investigator.

3 **TASK 13 (Section III)**

4 **L. Documentation of Pitchess Responses**

5 OPD shall implement an additional check on responses to Pitchess discovery motion
 6 responses.

7 **TASK 14 (Section III)**

8 **M. Investigation of Allegations of *Manual of Rules* Violations Resulting from Lawsuits**
 9 **and Legal Claims**

10 1. Internal investigations shall be handled separately and not delayed, halted, or
 11 modified because the underlying matter is in civil litigation, unless such delay is specifically
 12 authorized in writing by the Chief of Police.

13 2. If the Chief of Police determines that concurrent civil litigation is likely to yield
 14 additional information relevant to an internal investigation, he/she may hold the findings of the
 15 internal investigation in abeyance. Such delay shall last no longer than necessary to obtain the
 16 relevant information. The reason(s) for any delay shall be documented in the CAL. The Chief of
 17 Police shall ensure the investigation continues on all areas of the internal investigation.

18 **TASK 15 (Section III)**

19 **N. Reviewing Findings and Disciplinary Recommendations**

20 On or before June 15, 2005, OPD shall develop a policy to ensure that, except upon written
 21 authorization from the Chief of Police, the investigator's first-level commander/manager and the
 22 IAD Commander or designee shall be responsible for reviewing recommended findings. The
 23 Discipline Officer shall be responsible for making disciplinary recommendations in sustained
 24 internal investigations.

25 **TASK 16 (Section III)**

26

TASK 16
Section III.O

1 **O. Supporting IAD Process – Supervisor/Managerial Accountability**

2 On or before December 1, 2003, OPD shall develop a policy to ensure that supervisors and
 3 commanders, as well as other managers in the chain of command, shall be held accountable for
 4 supporting the IAD process. If an IAD investigation finds that a supervisor or manager should have
 5 reasonably determined that a member/employee committed or violated a Class I offense, then that
 6 supervisor or manager shall be held accountable, through the Department’s administrative
 7 discipline process, for failure to supervise, failure to review, and/or failure to intervene.

8 **TASK 17 (Section III)**

9 **P. Audit, Review and Evaluation of IAD Functions**

10 OPD and the Monitor shall conduct audits, reviews and evaluations as specified in Section
 11 XIII, paragraph H, and Section XIV, paragraph B.

12 **TASK 18 (Section IV)**

13 **IV. SUPERVISORY SPAN OF CONTROL AND UNITY OF COMMAND**

14 Within 260 days from the effective date of this Agreement, the Chief of Police shall, based
 15 on contemporary police standards and best practices, develop and implement policies to address the
 16 following standards and provisions:

17 **A. Approval of Field-Arrest by Supervisor**

18 1. OPD shall develop standards for field supervisors that encourage or mandate close
 19 and frequent supervisory contacts with subordinates on calls for service. The policies developed in
 20 this Section shall require supervisors to respond to the scene of (at least) the following categories of
 21 arrest, unless community unrest or other conditions at the scene make this impractical:

- 22 a. All Felonies;
 23 b. All drug offenses (including narcotics, controlled substances and marijuana
 24 arrests if the subject is taken to jail).
 25 c. Where there is an investigated use of force;
 26 d. Penal Code §§69, 148 and 243(b)(c).

TASK 18
Section IV. A.2

1 2. The responding supervisor shall review the arrest documentation to determine
 2 whether probable cause for the arrest, or reasonable suspicion for the stop, is articulated, to ensure
 3 that available witnesses are identified, to approve or disapprove the arrest in the field, and to log the
 4 time of the contact.

5 **TASK 19 (Section IV)**

6 **B. Unity of Command**

7 1. With rare exceptions (justified on a case-by-case basis), each member or employee
 8 of the Department shall have a single, clearly identified supervisor or manager.

9 2. In general, sergeants should work the same schedule and have the same days off as
 10 the individuals they supervise.

11 **TASK 20 (Section IV)**

12 **C. Span of Control for Supervisors**

13 On or before August 14, 2003, OPD shall develop and implement a policy to ensure
 14 appropriate supervision of its Area Command Field Teams. The policy shall provide that:

15 1. Under normal conditions, OPD shall assign one primary sergeant to each Area
 16 Command Field Team, and, in general, (with certain exceptions) that supervisor's span of control
 17 shall not exceed eight (8) members.

18 2. During day-to-day operations, in the absence of the primary supervisor (e.g., due to
 19 sickness, vacation, compensatory time off, schools, and other leaves), the appropriate Area
 20 Commander shall determine, based on Department policy and operational needs, whether or not to
 21 backfill for the absence of the sergeant on leave.

22 3. If a special operation, (e.g., Beat Feet, Special Traffic Offenders Program (STOP),
 23 etc.) requires more than eight (8) members, the appropriate Area Commander shall determine the
 24 reasonable span of control for the supervisor.

25 4. If long-term backfill requires the loan or transfer of a supervisor from another unit,
 26 the Chief of Police and/or the Deputy Chief of Police shall make that decision.

TASK 21
Section IV.D

1 **TASK 21 (Section IV)**

2 D. Members', Employees' and Supervisors' Performance Review

3 1. Every OPD commander/manager shall meet at least twice per year with each of
 4 his/her immediate subordinate members, employees and supervisors, to coach them regarding their
 5 strengths and weaknesses. The provisions of this section do not obviate the commander/manager of
 6 his or her responsibility to comply with the provisions outlined in Section VII, Use of Personnel
 7 Assessment System (PAS), paragraph B, Use of Personnel Assessment System (PAS). These
 8 meetings shall be documented. If a member, employee or supervisor exhibits a performance
 9 problem, the commander/manager shall meet with him/her in accordance with the provision of
 10 Section VII, paragraph B (7)-(8), of this Agreement.

11 2. Supervisors of the following units shall meet individually with members and
 12 employees at least twice per month for informal performance reviews. Supervisors shall maintain a
 13 record of these informal reviews. Affected units include:

- 14 a. Patrol Division (team);
- 15 b. Crime Reduction Teams (CRT);
- 16 c. Internal Affairs Division;
- 17 d. Intelligence Division;
- 18 e. Parole and Corrections (PAC) team;
- 19 f. Special Duty Units (SDU);
- 20 g. Traffic Operations Section;
- 21 h. Special Operations Section;
- 22 i. Fugitive Unit;
- 23 j. Problem Solving Officers (PSO); and
- 24 k. Campus Life and School Safety (CLASS).

25 Members and employees assigned to administrative duties within these units and civilian crossing
 26 guards are exempt from this requirement.

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TASK 22
Section IV.E

1 **TASK 22 (Section IV)**

2 **E. OPD/DA Liaison Commander**

3 Within 60 days from the effective date of this Agreement, OPD shall establish a
4 Management-Level Liaison (MLL) to the courts, the District Attorney's Office, and the Public
5 Defender's Office. This unit or person shall ensure that cases which are lost or dropped due to bad
6 reports, defective search warrants, granted 'Motion to Suppress,' contradictory evidence or
7 testimony, or any other indication of performance problems or misconduct, are tracked. The OPD
8 MLL shall be required to meet and cooperate with the Monitor. The DA's and PD's Offices may
9 attend meetings, as they deem appropriate.

10 **TASK 23 (Section IV)**

11 **F. Command Staff Rotation**

12 The Chief of Police is committed to the regular rotation of Departmental command staff as
13 consistent with best practices in law enforcement agency management, based upon the
14 Department's immediate needs and best interests, including:

- 15 1. Special skills needed for an assignment;
- 16 2. Career development; and
- 17 3. Increasing Departmental efficiency and effectiveness.

18 **TASK 24 (Section V)**

19 **V. POLICY AND PROCEDURES FOR USE OF FORCE NOTIFICATION AND**
20 **REPORTING**

21 Within 390 days from the effective date of this Agreement, OPD shall develop and
22 implement a revised policy, and appropriate forms, regarding use of force reporting and review.

23 **A. Use of Force Reporting Policy**

24 The policy shall require that:

- 25 1. Members/employees notify their supervisor as soon as practicable following any
26 investigated use of force or allegation of excessive use of force.

TASK 24
Section V.A

1 2. In every investigated use of force incident, every member/employee using force, and
 2 every member/employee on the scene of the incident at the time the force was used, shall report all
 3 uses of force on the appropriate form, unless otherwise directed by the investigating supervisor.

4 3. OPD personnel document, on the appropriate form, any use of force and/or the
 5 drawing and intentional pointing of a firearm at another person.

6 4. A supervisor respond to the scene upon notification of an investigated use of force
 7 or an allegation of excessive use of force, unless community unrest or other conditions makes this
 8 impracticable.

9 5. OPD notify:

10 a. The Alameda County District Attorney's Office immediately or as soon as
 11 circumstances permit, following a use of lethal force resulting in death or
 12 injury likely to result in death.

13 b. The City Attorney's Office as soon as circumstances permit following the
 14 use of lethal force resulting in death or serious injury. At the discretion of the
 15 City Attorney's Office, a Deputy City Attorney shall respond to the scene.
 16 The Deputy City Attorney shall serve only in an advisory capacity and shall
 17 communicate only with the incident commander or his/her designee.

18 c. Departmental investigators regarding officer-involved shootings, in
 19 accordance with the provisions of Section V, paragraph H, of this
 20 Agreement.

21 6. OPD enter data regarding use of force into OPD's Personnel Assessment System
 22 (PAS).

23 **TASK 25 (Section V)**

24 **B. Use of Force Investigation and Report Responsibilities**

25 An on-scene supervisor is responsible for completing an investigated Use of Force Report in
 26 accordance with the provisions of Departmental General Order K-4, "Reporting and Investigating

TASK 25
Section V.B

1 the Use of Force.”

2 1. OPD shall develop and implement a policy for conducting and documenting use of
 3 force investigations that include, at a minimum:

- 4 a. Documentation of the incident in either an Offense or Supplemental Report
 5 from the member(s)/employee(s) using force; and/or, when necessary, a
 6 statement taken from the member(s)/employee(s) using force;
- 7 b. Separating and separately interviewing all officers who were at the scene at
 8 the time of the incident;
- 9 c. A Supplemental Report from other members/employees on the scene or a
 10 statement taken, if deemed necessary by the investigating supervisor;
- 11 d. Identification and interviews of non-Departmental witnesses;
- 12 e. Consideration of discrepancies in information obtained from members,
 13 employees and witnesses, and statements in the reports filed;
- 14 f. Whether arrest reports or use of force reports contain “boilerplate” or “pat
 15 language” (e.g., “fighting stance”, “minimal force necessary to control the
 16 situation”);
- 17 g. Documentation of physical evidence and/or photographs and a summary and
 18 analysis of all relevant evidence gathered during the investigation; and
- 19 h. Consideration of training/tactical issues involving the availability and
 20 practicality of other force options.
- 21 i. Supervisor’s justification as to why any element of the policy was not
 22 documented; and

23 2. All supervisors shall be trained in conducting use of force investigations and such
 24 training shall be part of a supervisory training course.

25 3. Use of force investigations shall include a recommendation whether the use of force
 26 was objectively reasonable and within Department policy and training. The recommendation shall

TASK 25
Section V.B.3

1 be based on the totality of the circumstances and shall consider, but is not limited to, the following
 2 factors:

- 3 a. Whether the force used was pursuant to a legitimate law-enforcement
 4 objective;
- 5 b. Whether the type and amount of force used was proportional to the resistance
 6 encountered and reasonably related to the objective the members/employees
 7 were attempting to achieve;
- 8 c. Whether the member/employee used reasonable verbal means to attempt to
 9 resolve the situation without force, if time and circumstances permitted such
 10 attempts;
- 11 d. Whether the force used was de-escalated or stopped reasonably when
 12 resistance decreased or stopped;

13 4. Use of Force Reports shall be reviewed by the appropriate chain-of-review as
 14 defined by policy.

15 The type of force used, the identity of the involved members, and the report preparer shall
 16 be the determining criteria for utilizing the appropriate chain-of-review. Reviewers may include,
 17 when appropriate, the chain-of-command of the involved personnel, the appropriate Area
 18 Commander on duty at the time the incident occurred, other designated Bureau of Field Operations
 19 commanders, and as necessary, the chain-of-command of the involved personnel up to the Division
 20 Commander or Deputy Chief/Director, and the Internal Affairs Division.

21 Reviewers for Level 1-3 use of force investigations shall:

- 22 a. Make a recommendation as to whether the use of force was in or out of
 23 policy,
- 24 b. Order additional investigation and investigative resources when necessary,
 25 and
- 26 c. Comment on any training issue(s) when appropriate.

TASK 25
Section V.B.5

1 5. Any recommendation that the use of force did not comply with Department policy
 2 shall result in the incident being referred to the Internal Affairs Division to conduct additional
 3 investigation/analysis, if necessary.

4 6. Members/employees involved in a use of force incident resulting in serious injury or
 5 death and/or an officer-involved shooting, shall be separated from each other as soon as practicable
 6 at the incident scene, and kept apart until they have completed their reports and been interviewed.

7 **TASK 26 (Section V)**

8 **C. Force Review Board (FRB)**

9 OPD shall develop and implement a policy concerning its FRB proceedings. The policy
 10 shall:

11 1. Set out procedures, membership and a timetable for FRB review of use of force
 12 investigations involving Level 2 incidents, as defined in Department General Order K-4,

13 **REPORTING AND INVESTIGATING THE USE OF FORCE;**

14 2. Require the FRB to review all use of force investigations;

15 3. Require the FRB to make a recommendation as to whether the use of force was in
 16 policy or out of policy;

17 4. Require the FRB to forward sustained policy violations to the Discipline Officer.

18 5. Require the FRB not to review any use of force allegation until the internal
 19 investigations has been completed;

20 6. Authorize the FRB to recommend to the Chief of Police additional use of force
 21 training or changes in policies or tactics, or additional standards, investigatory policies, or training
 22 for use of force investigations;

23 7. Require the FRB to conduct an annual review of use of force cases examined, so as
 24 to identify any patterns of use of force practices that may have policy or training implications, and
 25 thereafter, issue a report to the Chief of Police;

26 8. Require that the FRB membership include, at a minimum, one member from the

TASK 25
Section V.C.8

1 Training Division, one member from the Field Training Officer program, and either the Bureau of
 2 Field Operations Deputy Chief or his/her designee;

3 9. Minimally, that one member of the FRB shall be replaced at least annually.

4 **TASK 27 (Section V)**

5 **D. Oleoresin Capsicum Log and Checkout Procedures**

6 OPD shall continue to keep a log of Oleoresin Capsicum (OC) spray canisters checked out
 7 and used by any member or authorized employee. The log shall be computerized and electronically
 8 accessible within one year of entry of this Agreement and regular reports shall be prepared and
 9 distributed.

10 **TASK 28 (Section V)**

11 **E. Use of Force — Investigation of Criminal Misconduct**

12 OPD shall develop a policy to report, as soon as possible, evidence of criminal misconduct
 13 by a member/employee to the Alameda County District Attorney's Office for their review and
 14 collaboration. Said report to the District Attorney shall be made when there is reasonable suspicion
 15 to believe the member/employee has been involved in a felony or serious misdemeanor.

16 **TASK 29 (Section V)**

17 **F. IAD Investigation Priority**

18 OPD shall coordinate its administrative investigation of a member/employee with the
 19 Alameda County District Attorney's Office if a criminal proceeding is potentially viable. When
 20 OPD initiates an interview or interrogation of OPD personnel and it appears that the subject may be
 21 charged with a crime, or the subject asserts his or her Fifth Amendment rights on grounds that the
 22 answers to questions posed may be incriminating, such interrogation must be preceded by a
 23 Lybarger warning.

24 **TASK 30 (Section V)**

25 **G. Executive Force Review Board (EFRB)**

26 1. An EFRB shall be convened to review the factual circumstances surrounding any

TASK 31
Section V.G.1

1 Level 1 force, in-custody death, or vehicle pursuit-related death incidents. A firearm discharge at an
 2 animal shall be reviewed by the EFRB only at the direction of the Chief of Police. The Board shall
 3 have access to recordings and/or transcripts of interviews of all personnel on the scene, including
 4 witnesses, and shall be empowered to call any OPD personnel to provide testimony at the hearing.

5 2. OPD shall continue the policies and practices for the conduct of EFRB, in
 6 accordance with the provisions of DGO K-4.1, FORCE REVIEW BOARDS.

7 **TASK 31 (Section V)**

8 **H.** OPD shall develop a policy to ensure that, in every officer-involved shooting in which a
 9 person is struck, Homicide and Internal Affairs investigators respond to the scene. The Homicide
 10 Section's investigation shall be conducted in partnership with, and when deemed appropriate by,
 11 the Alameda County District Attorney's Office. Interviews of the subject officer(s) shall be
 12 conducted jointly with the appropriate staff from Homicide and the Office of the District Attorney.
 13 The District Attorney and City Attorney shall be notified in accordance with the provisions of
 14 Section V, paragraph A (5), of this Agreement. Homicide shall duplicate and provide all completed
 15 reports and documents to the District Attorney's Office, the Office of the City Attorney, and the
 16 Internal Affairs Division. IAD shall provide information and/or documents as required by law.

17 **TASK 32 (Section V)**

18 **I. Use of Camcorders**

19 OPD shall explore the use and cost-effectiveness of camcorders in Patrol vehicles.

20 **TASK 33 (Section VI)**

21 **VI. REPORTING PROCEDURES**

22 Within 154 days from the effective date of this Agreement, OPD shall establish policy and
 23 procedures for the following:

24 **A. Misconduct**

25 OPD personnel shall report misconduct by any other member or employee of the
 26 Department to their supervisor and/or IAD. The policy shall state that corrective action and or

TASK 33
Section VI.A

1 discipline shall be assessed for failure to report misconduct. OPD shall require every member and
 2 employee encountering a use of force that appears inappropriate, or an arrest that appears improper,
 3 to report the incident to his/her supervisor and/or IAD. OPD shall establish and maintain a
 4 procedure for a member/employee to report police misconduct on a confidential basis.

5 1. Any member/employee of OPD may report a suspected case of police misconduct
 6 confidentially to the commander of IAD.

7 2. The member/employee reporting this conduct shall indicate clearly to the
 8 commander of IAD that the report is being made under these confidential provisions.

9 3. The report may be made in person, by telephone, or in writing. The IAD
 10 Commander shall document the report in a confidential file that shall remain accessible only to the
 11 IAD Commander.

12 4. The case shall be investigated without disclosure of the complainant's name, unless
 13 and until such disclosure is required by law.

14 5. This confidential reporting procedure shall be made known to every member/
 15 employee of OPD and to all new members/employees of OPD within two (2) weeks of hiring.

16 **TASK 34 (Section VI)**

17 **B. Vehicle Stops, Field Investigation and Detentions**

18 1. OPD shall require members to complete a basic report on every vehicle stop, field
 19 investigation and every detention. This report shall include, at a minimum:

- 20 a. Time, date and location;
- 21 b. Identification of the initiating member or employee commencing after the
 22 first year of data collection;
- 23 c. Reason for stop;
- 24 d. Apparent race or ethnicity, and gender of individual(s) stopped;
- 25 e. Outcome of stop (arrest, no arrest);
- 26 f. Whether a search was conducted, and outcome of search;

TASK 35
Section VI.B

1 g. Offense categories (felony, misdemeanor or infraction).

2 2. This data shall be entered into a database that can be summarized, searched, queried
 3 and reported by personnel authorized by OPD.

4 3. The development of this policy shall not pre-empt any other pending or future
 5 policies and or policy development, including but not limited to “Promoting Cooperative Strategies
 6 to Prevent Racial Profiling.”

7 **TASK 35 (Section VI)**

8 **C. Use of Force Reports – Witness Identification**

9 1. OPD shall require, by policy, that every Use of Force Report, whether felonies were
 10 involved or not, include the names, telephone numbers, and addresses of witnesses to the incident,
 11 when such information is reasonably available to the members/employees on the scene.

12 2. In situations in which there are no known witnesses, the report shall specifically
 13 state this fact. Policy shall further require that in situations in which witnesses were present but
 14 circumstances prevented the author of the report from determining the identification or phone
 15 number or address of those witnesses, the report shall state the reasons why the member/employee
 16 was unable to obtain that information. Reports shall also include the names of all other
 17 members/employees of OPD witnessing the use of force incident.

18 **TASK 36 (Section VI)**

19 **D. Procedures for Transporting Detainees and Citizens**

20 1. OPD shall continue to require every member and employee to log in and log out on
 21 the radio when transporting a detainee or any other civilian. The radio report shall include time,
 22 mileage, location, purpose of transport, gender of individual being transported, and identification of
 23 the member or employee involved in the transport.

24 If the purpose of the transport can be determined from the location of the
 25 transport, the purpose does not need to be recorded. These locations can include the
 26 Police Administration Building, the Substation (Eastmont Station), Youth and Family

TASK 36
Section VI.D.1

1 Violence Center, the Jail (Santa Rita or North County), John George Psychiatric Hospital
 2 or any other medical facility.

3 The transportation of a civilian ride-a-long shall be exempt from this requirement.

4 2. This requirement does not apply to “wagons” engaged exclusively in the transport of
 5 prisoners. These “wagons” shall continue to comply with the provisions of Departmental General
 6 Order (DGO) O-2, “Transportation of Prisoners and Persons in Custody.”

7 **TASK 37 (Section VI)**

8 **E. Internal Investigations – Retaliation Against Witnesses**

9 OPD shall prohibit retaliation against any member or employee of the Department who:

- 10 1. Reports misconduct by any other member or employee, or
 11 2. Serves as a witness in any proceeding against a member or employee.

12 The policy prohibiting retaliation shall acknowledge that retaliation may be informal and
 13 subtle, as well as blatant, and shall define retaliation as a violation for which dismissal is the
 14 presumptive disciplinary penalty. Supervisors, commanders and managers shall be held
 15 accountable for the conduct of their subordinates in this regard. If supervisors, commanders or
 16 managers of persons engaging in retaliation knew or reasonably should have known that the
 17 behavior was occurring, they shall be subject to the investigative, and if appropriate, the
 18 disciplinary process.

19 **TASK 38 (Section VI)**

20 **F. Citizens Signing Police Forms**

21 OPD personnel shall be required to ensure that citizens who sign written statements on a
 22 Statement form draw a diagonal stripe from the end of the written narrative to the bottom of the
 23 page, and sign along that stripe. Statements taken on offense reports shall be signed by the citizen
 24 immediately following the statement.

25 **TASK 39 (Section VI)**

26

TASK 39
Section VI.G.1

1 **G. Personnel Arrested, Sued and/or Served with Civil or Administrative Process**

2 1. OPD shall continue its policy requiring OPD personnel to report, to IAD directly
 3 and through his/her chain of command, within 72 hours, any occurrence in which that member or
 4 employee has been:

5 a. Arrested; or

6 b. Sued and/or served with civil or administrative process related to his/her
 7 employment or containing allegations which rise to the level of a *Manual of*
 8 *Rules* violation.

9 2. OPD shall develop a policy requiring OPD personnel to report to the Chief of Police,
 10 through his/her chain of command, within 72 hours, that they have been served with civil or
 11 administrative process, including tort claims, financial claims, whenever applying for a transfer to
 12 or serving in:

13 a. The Gang Unit, Vice/Narcotics Section, Intelligence Division or Internal
 14 Affairs Division;

15 b. An assignment that may tend to indicate a conflict of interest with respect to
 16 the performance of his/her official duties; or

17 c. A specialized unit in which there is a strong possibility that bribes or other
 18 improper inducements may be offered.

19 3. For the purposes of this Agreement, allegations involving “financial claims” mean
 20 civil or administrative process claims relating to judgments for collection related to property
 21 seizures, taxes, judgments for money owed, debt as a debtor or creditor, filing bankruptcy,
 22 garnishments, liens, attachments on bank or savings accounts, spousal support, child support and/or
 23 foreclosure.

24 **TASK 40 (Section VII)**

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TASK 40
Section VII.A

1 **VII. PERSONNEL ASSESSMENT SYSTEM (PAS)**

2 **A. Purpose**

3 Within 635 days from the effective date of this Agreement, OPD shall enhance its existing
4 complaint-tracking and select indicator systems so that it has a fully implemented, computerized
5 relational database for maintaining, integrating and retrieving data necessary for supervision and
6 management of OPD and its personnel. This data shall be used by OPD: to promote professional
7 police practices; to manage the risk of police misconduct; and to evaluate and audit the
8 performance of OPD members of all ranks, employees, and OPD units, subunits and shifts. PAS
9 shall contain information on the following:

- 10 1. All uses of force required to be reported by OPD;
- 11 2. OC spray canister check-out log (see Section V, paragraph D)
- 12 3. All police-canine deployments; where the canine is deployed in a search for or to
13 apprehend a suspect(s). It does not include, deployments for the purpose of locating bombs, narcotics,
14 missing persons, etc., where the canine is not involved in an investigated use of force (i.e., deliberately
15 or inadvertently bites or injures a person) If such force occurs, a Use of Force report is required.
- 16 4. All officer-involved shootings and firearms discharges, both on duty and off duty,
17 excluding an intentional discharge while at a range facility; a discharge while engaged in a lawful
18 recreational activity, such as hunting or target practice; a discharge by Criminalistics Division
19 personnel for the purpose of scientific examination; and a discharge at an object (e.g., street light,
20 alarm box, door lock or vehicle tire) to accomplish a tactical police purpose that does not result in
21 injury;
- 22 5. All on-duty vehicle pursuits and on-duty vehicle collisions;
- 23 6. All complaints, whether made to OPD or CPRB;
- 24 7. All civil suits and/or tort claims related to members' and employees' employment at
25 OPD, or which contain allegations which rise to the level of a *Manual of Rules* violation;
- 26 8. Reports of a financial claim as described in Section VI, paragraph G (3).

TASK 40
Section VII.A

- 1 9. All in-custody deaths and injuries;
- 2 10. The results of adjudications of all investigations related to items (1) through (9),
- 3 above, and a record of investigative findings, including actual discipline imposed or non-
- 4 disciplinary action administered;
- 5 11. Commendations and awards;
- 6 12. All criminal arrests of and charges against OPD members and employees;
- 7 13. All charges of resisting or obstructing a police officer (Penal Code §§69 and 148),
- 8 assault on a police officer (Penal Code §243(b)(c), or assault-with-a-deadly-weapon on a police
- 9 officer [Penal Code §245(c)(d)];
- 10 14. Assignment history and rank history for each member/employee;
- 11 15. Training history for each member/employee;
- 12 16. Line-of-duty injuries;
- 13 17. Sick leave usage, particularly one-day sick leaves;
- 14 18. Report Review Notices or Case Evaluation Reports for the reporting
- 15 member/employee and the issuing investigator;
- 16 19. Criminal cases dropped due to concerns with member veracity, improper searches,
- 17 false arrests, etc.; and
- 18 20. Other supervisory observations or concerns.

19 **TASK 41 (Section VII)**

20 **B. Use of Personnel Assessment System (PAS)**

21 Within 375 days from the effective date of this Agreement, OPD shall develop a policy for

22 use of the system, including supervision and audit of the performance of specific members,

23 employees, supervisors, managers, and OPD units, as well as OPD as a whole. The policy shall

24 include the following elements:

- 25 1. The Chief of Police shall designate a PAS Administration Unit. The PAS
- 26 Administration Unit shall be responsible for administering the PAS policy and, no less frequently

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Section VII.B.3

1 than quarterly, shall notify, in writing, the appropriate Deputy Chief/Director and the responsible
 2 commander/manager of an identified member/employee who meets the PAS criteria. PAS is to be
 3 electronically maintained by the City Information Technology Department.

4 2. The Department shall retain all PAS data for at least five (5) years.

5 3. The Monitor, Inspector General and Compliance Coordinator shall have full access
 6 to PAS to the extent necessary for the performance of their duties under this Agreement and
 7 consistent with Section XIII, paragraph K, and Section XIV of this Agreement.

8 4. PAS, the PAS data, and reports are confidential and not public information.

9 5. On a quarterly basis, commanders/managers shall review and analyze all relevant
 10 PAS information concerning personnel under their command, to detect any pattern or series of
 11 incidents which may indicate that a member/employee, supervisor, or group of members/employees
 12 under his/her supervision may be engaging in at-risk behavior. The policy shall define specific
 13 criteria for determining when a member/employee or group of members/employees may be
 14 engaging in at-risk behavior.

15 6. Notwithstanding any other provisions of the PAS policy to be developed, the
 16 Department shall develop policy defining peer group comparison and methodology in consultation
 17 with Plaintiffs' Counsel and the IMT. The policy shall include, at a minimum, a requirement that
 18 any member/employee who is identified using a peer group comparison methodology for
 19 complaints received during a 30-month period, or any member who is identified using a peer group
 20 comparison methodology for Penal Code §§69, 148 and 243(b)(c) arrests within a 30-month period,
 21 shall be identified as a subject for PAS intervention review. For the purposes of these two criteria, a
 22 single incident shall be counted as "one" even if there are multiple complaints arising from the
 23 incident or combined with an arrest for Penal Code §§69, 148 or 243(b)(c).

24 7. When review and analysis of the PAS threshold report data indicate that a
 25 member/employee may be engaging in at-risk behavior, the member/employee's immediate
 26 supervisor shall conduct a more intensive review of the member/employee's performance and

TASK 41
Section VII.B.7

1 personnel history and prepare a PAS Activity Review and Report. Members/employees
2 recommended for intervention shall be required to attend a documented, non-disciplinary PAS
3 intervention meeting with their designated commander/manager and supervisor. The purpose of this
4 meeting shall be to review the member/employee's performance and discuss the issues and
5 recommended intervention strategies. The member/employee shall be dismissed from the meeting,
6 and the designated commander/manager and the member/employee's immediate supervisor shall
7 remain and discuss the situation and the member/employee's response. The primary responsibility
8 for any intervention strategies shall be placed upon the supervisor. Intervention strategies may
9 include additional training, reassignment, additional supervision, coaching or personal counseling.
10 The performance of members/ employees subject to PAS review shall be monitored by their
11 designated commander/manager for the specified period of time following the initial meeting,
12 unless released early or extended (as outlined in Section VII, paragraph B (8)).

13 8. Members/employees who meet the PAS threshold specified in Section VII,
14 paragraph B (6) shall be subject to one of the following options: no action, supervisory monitoring,
15 or PAS intervention. Each of these options shall be approved by the chain-of-command, up to the
16 Deputy Chief/Director and/or the PAS Activity Review Panel.

17 Members/employees recommended for supervisory monitoring shall be monitored for a
18 minimum of three (3) months and include two (2) documented, mandatory follow-up meetings with
19 the member/employee's immediate supervisor. The first at the end of one (1) month and the second
20 at the end of three (3) months.

21 Members/employees recommended for PAS intervention shall be monitored for a minimum
22 of 12 months and include two (2) documented, mandatory follow-up meetings with the
23 member/employee's immediate supervisor and designated commander/manager: The first at three
24 (3) months and the second at one (1) year. Member/employees subject to PAS intervention for
25 minor, easily correctable performance deficiencies may be dismissed from the jurisdiction of PAS
26 upon the written approval of the member/employee's responsible Deputy Chief, following a

TASK 41
Section VII.B.8

1 recommendation in writing from the member/employee's immediate supervisor. This may occur at
 2 the three (3)-month follow-up meeting or at any time thereafter, as justified by reviews of the
 3 member/employee's performance. When a member/employee is not discharged from PAS
 4 jurisdiction at the one (1)-year follow-up meeting, PAS jurisdiction shall be extended, in writing,
 5 for a specific period in three (3)-month increments at the discretion of the member/employee's
 6 responsible Deputy Chief. When PAS jurisdiction is extended beyond the minimum one (1)-year
 7 review period, additional review meetings involving the member/employee, the member/
 8 employee's designated commander/manager and immediate supervisor, shall take place no less
 9 frequently than every three (3) months.

10 9. On a quarterly basis, Division/appropriate Area Commanders and managers shall
 11 review and analyze relevant data in PAS about subordinate commanders and/or managers and
 12 supervisors regarding their ability to adhere to policy and address at-risk behavior. All
 13 Division/appropriate Area Commanders and managers shall conduct quarterly meetings with their
 14 supervisory staff for the purpose of assessing and sharing information about the state of the unit and
 15 identifying potential or actual performance problems within the unit. These meetings shall be
 16 scheduled to follow-up on supervisors' assessments of their subordinates' for PAS intervention.
 17 These meetings shall consider all relevant PAS data, potential patterns of at-risk behavior, and
 18 recommended intervention strategies since the last meeting. Also considered shall be patterns
 19 involving use of force, sick leave, line-of-duty injuries, narcotics-related possessory offenses, and
 20 vehicle collisions that are out of the norm among either personnel in the unit or among the unit's
 21 subunits. Division/appropriate Area Commanders and managers shall ensure that minutes of the
 22 meetings are taken and retained for a period of five (5) years. Commanders/managers shall take
 23 appropriate action on identified patterns of at-risk behavior and/or misconduct.

24 10. Division/appropriate Area Commanders and managers shall meet at least annually
 25 with his/her Deputy Chief/Director and the IAD Commander to discuss the state of their commands
 26 and any exceptional performance, potential or actual performance problems or other potential

TASK 41
Section VII.B.11

1 patterns of at-risk behavior within the unit. Division/appropriate Area Commanders and managers
2 shall be responsible for developing and documenting plans to ensure the managerial and
3 supervisory accountability of their units, and for addressing any real or potential problems that may
4 be apparent.

5 11. PAS information shall be taken into account for a commendation or award
6 recommendation; promotion, transfer, and special assignment, and in connection with annual
7 performance appraisals. For this specific purpose, the only disciplinary information from PAS that
8 shall be considered are sustained and not sustained complaints completed within the time limits
9 imposed by Government Code Section 3304.

10 12. Intervention strategies implemented as a result of a PAS Activity Review and Report
11 shall be documented in a timely manner.

12 13. Relevant and appropriate PAS information shall be taken into account in connection
13 with determinations of appropriate discipline for sustained misconduct allegations. For this
14 specific purpose, the only disciplinary information from PAS that shall be considered are sustained
15 and not sustained complaints completed within the time limits imposed by Government Code
16 Section 3304.

17 14. The member/employee's designated commander/manager shall schedule a PAS
18 Activity Review meeting to be held no later than 20 days following notification to the Deputy
19 Chief/Director that the member/employee has met a PAS threshold and when intervention is
20 recommended.

21 15. The PAS policy to be developed shall include a provision that a member/employee
22 making unsatisfactory progress during PAS intervention may be transferred and/or loaned to
23 another supervisor, another assignment or another Division, at the discretion of the Bureau
24 Chief/Director if the transfer is within his/her Bureau. Inter-Bureau transfers shall be approved by
25 the Chief of Police. If a member/employee is transferred because of unsatisfactory progress, that
26 transfer shall be to a position with little or no public contact when there is a nexus between the at-

TASK 41
Section VII.B.16

1 risk behavior and the “no public contact” restriction. Sustained complaints from incidents
 2 subsequent to a member/employee’s referral to PAS shall continue to result in corrective measures;
 3 however, such corrective measures shall not necessarily result in a member/employee’s exclusion
 4 from, or continued inclusion in, PAS. The member/employee’s exclusion or continued inclusion in
 5 PAS shall be at the discretion of the Chief of Police or his/her designee and shall be documented.

6 16. In parallel with the PAS program described above, the Department may wish to
 7 continue the Early Intervention Review Panel.

8 17. On a semi-annual basis, beginning within 90 days from the effective date of this
 9 Agreement, the Chief of Police, the PAS Activity Review Panel, PAS Oversight Committee, and
 10 the IAD Commander shall meet with the Monitor to review the operation and progress of the PAS.
 11 At these meetings, OPD administrators shall summarize, for the Monitor, the number of
 12 members/employees who have been identified for review, pursuant to the PAS policy, and the
 13 number of members/employees who have been identified for PAS intervention. The Department
 14 administrators shall also provide data summarizing the various intervention strategies that have
 15 been utilized as a result of all PAS Activity Review and Reports. The major objectives of each of
 16 these semi-annual meetings shall be consideration of whether the PAS policy is adequate with
 17 regard to detecting patterns of misconduct or poor performance issues as expeditiously as possible
 18 and if PAS reviews are achieving their goals.

19 18. Nothing in this Agreement, and more specifically, no provision of PAS, shall be
 20 construed as waiving, abrogating or in any way modifying the Department’s rights with regard to
 21 discipline of its members/employees. The Department may choose, at its discretion, to initiate the
 22 administrative discipline process, to initiate PAS review or to use both processes concurrently or
 23 consecutively.

24 **TASK 42 (Section VIII)**

25 **VIII. FIELD TRAINING PROGRAM**

26 Within 323 days of the effective date of this Agreement, OPD shall develop and implement

TASK 42
Section VIII

1 a plan to enhance its Field Training Program. This plan shall address the criteria and method for
 2 selecting FTOs, the training provided to FTOs to perform their duty, supervision and evaluation of
 3 FTOs, the length of time that trainee officers spend in the program, and the methods by which
 4 FTOs assess and evaluate trainee officers in field training. The plan must ensure proper reporting,
 5 review and approval of probationary officers' reports.

6 **A. Field Training Program Coordinator**

7 The Chief of Police shall assign a full-time sergeant for the first year who shall develop and
 8 implement the new policies and procedures described in this section. The Chief of Police shall
 9 determine, upon successful completion of the development and implementation of these policies, if
 10 it is necessary to continue the position at the rank of sergeant, but in any event, the position shall
 11 continue as a full-time position.

12 **B. Trainee Rotation**

13 During their field training, trainee officers shall rotate to a new FTO and a new geographic
 14 area of the City at predetermined intervals. Prior to rotation, trainee officers shall be interviewed by
 15 the Field Training Program Coordinator or his/her designee and given an opportunity to raise any
 16 questions or concerns they may have about the quality of training provided to them.

17 **C. FTO Participation Incentives**

18 OPD shall increase the incentives for participation in the FTO program so that the
 19 Department will have a larger pool of qualified, experienced candidates from which to choose.

20 **D. FTO Candidate Nomination and Requirements**

21 FTO candidates shall be nominated by field supervisors and commanders, but shall be
 22 approved for assignments to this duty, and for retention in it, by the Chief of Police. All FTO
 23 candidates must have completed three (3) years of Departmental service before selection, unless
 24 specifically authorized by the Chief of Police. FTO candidates shall be required to demonstrate
 25 their commitment to community policing, and their problem- solving and leadership abilities.
 26 Ethics, professionalism, relationships with the community, quality of citizen contacts and

TASK 42
Section VIII

1 commitment to OPD philosophy shall be primary criteria in the selection of FTOs. Excessive
 2 numbers of sustained and not sustained complaints completed within the time limits imposed by
 3 Government Code Section 3304, or excessive numbers of use of force incidents shall bar a
 4 candidate from selection as an FTO for no less than two (2) years.

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6 **E. Decertification**

7 The presumptive result of sustained disciplinary action, completed within the time limits
 8 imposed by Government Code Section 3304, against an FTO or the FTO Program Coordinator for
 9 excessive force, unlawful arrest, false testimony, racial, ethnic, sexual-orientation or gender-based
 10 discrimination or slurs, or other serious examples of police misconduct, shall be removal from the
 11 FTO program. The Deputy Chief of the member's chain of command may recommend to the Chief
 12 of Police to grant an exception to this presumption after conducting a hearing on the facts of the
 13 matter. The Chief of Police shall document the approval/disapproval in writing.

14 **F. FTO Assignment**

15 Assignment to an FTO position shall be contingent upon successful completion of a training
 16 course designed for this position and shall be approved by OPD and the State of California Peace
 17 Officers' Standards and Training.

18 **G. FTO Evaluation**

19 At the end of a complete FTO cycle, trainee officers leaving the FTO program shall
 20 anonymously evaluate each of their FTOs. OPD shall develop a form for such evaluations which
 21 emphasize effectiveness at training and effectiveness at supervision. The evaluation form shall also
 22 assess the degree to which the FTO program reflected policies, procedures, values and other
 23 information taught in the recruit academy. The FTO evaluation forms shall be reviewed by the
 24 Field Training Program Coordinator and the individual FTO's commander and supervisor. The
 25 Field Training Program Coordinator shall provide evaluation information to the FTOs as a group,
 26 concerning program effectiveness. Each FTO shall also be provided with evaluation information

TASK 42
Section VIII.H

1 regarding their individual performance. The individual evaluation forms shall not be made available
2 to individual FTOs in the interest of maintaining anonymity of trainee officers who have completed
3 the forms.

4 **H. Daily Evaluation Audit**

5 The Field Training Program Coordinator, or his/her designee, shall conduct random audits
6 of the FTO program to ensure that FTOs complete daily evaluations of trainee officers and that the
7 selection standards for FTOs are maintained.

8 **I. Trainee Officer Assignment**

9 When a trainee officer's FTO is absent, the trainee officer shall not be assigned to field
10 duties with an "acting" FTO. They shall be placed with another certified FTO, or shall be assigned
11 to non-field duties, pending the availability of a certified FTO.

12 **J. Field Commander and FTO Supervisor Training**

13 OPD shall provide field commanders and supervisors with training on the FTO program,
14 including the field-training curriculum, the role of the FTO, supervision of FTOs and probationary
15 employees, the evaluation process and the individual duties and responsibilities within the FTO
16 program.

17 **K. Focus Groups**

18 The Field Training Program Coordinator and Academy staff shall conduct focus groups
19 with randomly selected trainee officers midway through the field-training cycle, upon completion
20 of field training, and six (6) months after completion of the field training program, to determine the
21 extent to which the Academy instructors and curriculum prepared the new officers for their duties.

22 **L. Consistency of Training**

23 The results of these focus group sessions shall be reviewed at a meeting to include the
24 Training Division Commander, the FTO Program Coordinator, the BFO Deputy Chief, and the
25 BOS Deputy Chief. If it is determined that there is a substantial discrepancy between what is taught
26 in the Academy and what is taught in the FTO program, there shall be a determination as to which

TASK 42
Section VIII.L

1 is correct, and either the training Academy or the FTO program shall make the necessary changes
 2 so that the desired training information is consistent. In the event that the discrepancies appear to be
 3 the result of one or more individual FTOs, rather than the FTO program as a whole, the review
 4 group shall determine whether the discrepancies are serious enough to warrant removal of that
 5 officer or officers from the FTO program. The results of the meeting of this review group shall be
 6 documented and this information shall be provided to the Monitor.

7 **TASK 43 (Section IX)**

8 **IX. ACADEMY AND IN-SERVICE TRAINING**

9 **A. Academy Training Plan**

10 Within 540 days of the effective date of this Agreement, OPD shall develop and implement
 11 a plan to enhance its Academy and in-service training to ensure that OPD members, dispatchers,
 12 and civilian evidence technicians are adequately trained for their positions, and aware of and able to
 13 implement the most contemporary developments in police training. This plan shall include a review
 14 of OPD's training curriculum, with additional emphasis on ethics and professionalism, critical
 15 thinking and problem solving, conflict resolution, and relationships with the community. The plan
 16 shall also address the criteria and method for selecting OPD training instructors, the training
 17 provided to instructors, procedures for evaluating the content and quality of training provided to
 18 OPD personnel and procedures for maintaining training records for OPD personnel. In arriving at
 19 the plan regarding staffing, training content and methodology, OPD shall consult with at least four
 20 (4) other, large law-enforcement agencies within the United States which have excellent reputations
 21 for professionalism. In particular, OPD shall consult with these agencies about qualifications and
 22 other criteria to be used in selecting staff for training positions. OPD shall also review the approach
 23 of these other law enforcement agencies in training both new staff and experienced staff on ethics
 24 and professionalism, critical thinking and problem solving, conflict resolution, and relationships
 25 with the community.
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TASK 43
Section IX.C

1 **B. Professionalism and Ethics**

2 OPD shall expand professionalism and ethics as a training topic within the recruit academy,
3 in-service training, and field training. Wherever possible, OPD shall include and address issues of
4 professionalism and ethics using curricula that employ realistic scenario-based training exercises.

5 **C. Supervisory and Command Training**

6 OPD shall provide all sergeants and commanders with mandatory 40-hour in-service
7 supervisory and leadership training. Officers shall attend training prior to promotion to the rank of
8 sergeant. Lieutenants shall attend training within six (6) months of promotion. Such training shall
9 include supervisory and command accountability, and ethics and professionalism, with emphasis on
10 supervisory and management functions and situations, and shall include both scenario-based
11 training and case studies.

12 **D. In-Service Training**

13 OPD shall provide all members with forty (40) hours of in-service training every eighteen
14 (18) months.

15 1. Sergeants shall receive at least 20 hours of training designed for supervisors every
16 18 months.

17 2. Members at the rank of lieutenant and above shall receive at least 20 hours of
18 training designed for commanders every 18 months.

19 **E. Training Staff Record Review**

20 Appointment to the Academy staff or other staff training position shall also require a review
21 of the record of the individual being considered, to ensure that the individual does not have a record
22 of any Class I offense, as defined in Section III, paragraph H (1), within the prior two (2) years, and
23 that the individual is supportive of the philosophy and values of OPD.

24 **TASK 44 (Section X)**

25 **X. PERSONNEL PRACTICES**

26 Within 120 days from the effective date of this Agreement, (except as provided for in

TASK 44
Section X.A.1

1 paragraph B), OPD shall develop and implement enhanced personnel policies and practices as
 2 follows:

3 **A. Performance Appraisal Policy**

4 Performance appraisals shall be written individually for the member/employee being
 5 evaluated and shall accurately reflect the quality of each member/employee's performance.

6 1. Supervisors and commanders shall document, in performance appraisals, that they
 7 are aware of the nature and progress of complaints and investigations against members/employees,
 8 and shall consider all sustained and not sustained complaint findings completed within the time
 9 limits imposed by Government Code Section 3304, in their performance appraisal of subordinates.

10 2. Supervisors and commanders shall document, in performance appraisals, that they
 11 have carefully monitored members': uses of force; "sick" and "injured" leaves; arrests for
 12 narcotics-related possessory offenses not made as a result of searches conducted pursuant to arrests
 13 for other offenses; arrests involving charges of Penal Code §§69, 148 and/or 243(b)(c); and vehicle
 14 accidents. When appropriate, supervisors and commanders shall be held accountable for having
 15 identified and acted upon patterns, among personnel in the unit, involving use of force, sick leave,
 16 line-of-duty injuries, narcotics-related possessory offenses, and on-duty vehicle accidents.

17 3. OPD shall use the performance appraisal system to hold PSA lieutenants
 18 accountable for whether their subordinate supervisors are working to enhance the quality of
 19 community contacts by their beat officers.

20 4. OPD shall conduct regular audits of the performance appraisal system to ensure
 21 compliance with the above requirements.

22 5. The immediate supervisor of every member/employee of the Department shall have
 23 primary responsibility for conducting and writing the performance appraisal for that
 24 member/employee. For example, the patrol sergeant shall be responsible for conducting and writing
 25 the performance appraisal for each member/employee he or she supervises. However, every
 26 supervisor/manager in that member/employee's direct chain of command, up to and including the

TASK 45
Section X.A.6

1 Deputy Chief of that Bureau, shall review, sign and date every performance appraisal of every
 2 member/employee within his or her command. If the reviewer disagrees, he/she shall write an
 3 addendum to the evaluation expressing his/her concerns.

4 6. When a member/employee, during the course of the period being appraised, had
 5 substantial collateral duties supervised by someone other than his or her regular and direct
 6 supervisor, the member/employee's immediate supervisor shall consult with the other supervisor,
 7 manager, or person in charge of the collateral duty regarding the subject member/employee's
 8 performance and document the results of the consultation in the performance appraisal.

9 **TASK 45 (Section X)**

10 **B. Consistency-of-Discipline Policy**

11 On or before October 6, 2003, OPD shall revise and update its disciplinary policy to ensure
 12 that discipline is imposed in a fair and consistent manner.

13 1. The policy shall describe the circumstances in which disciplinary action is
 14 appropriate and those in which Division-level corrective action is appropriate.

15 2. The policy shall establish a centralized system for documenting and tracking all
 16 forms of discipline and corrective action, whether imposed centrally or at the Division level.

17 3. All internal investigations which result in a sustained finding shall be submitted to
 18 the Discipline Officer for a disciplinary recommendation. The Discipline Officer shall convene a
 19 meeting with the Deputy Chief or designee in the affected chain-of-command for a confidential
 20 discussion of the misconduct, including the mitigating and aggravating factors and the
 21 member/employee's overall performance.

22 4. The COP may direct the Discipline Officer to prepare a Discipline Recommendation
 23 without convening a Discipline Conference.

24 **TASK 46 (Section X)**

25 **C. Promotional Consideration**

26 1. Sustained misconduct cases completed within the time limits imposed by

TASK 46
Section X.C.2

1 Government Code Section 3304 against a member/employee shall be an important factor in
 2 determining promotability. There shall be a presumptive ineligibility for promotion for 12 months
 3 following the sustained finding of a Class I offense as defined in Section III, paragraph H(1). Such
 4 cases shall be considered important in evaluating promotability for three (3) years following the
 5 completion of the investigation.

6 2. In addition to other factors, the Chief of Police shall consider the following criteria
 7 in making promotional determinations:

- 8 a. Commitment to community policing;
- 9 b. Quality of citizen contacts;
- 10 c. Number of sustained and not sustained complaints completed within the time
 11 limits imposed by Government Code Section 3304;
- 12 d. Instances of unnecessary use of force;
- 13 e. Support for Departmental integrity measures.

14 **TASK 47 (Section XI)**

15 **XI. COMMUNITY POLICING PLAN**

16 Within 138 days from the effective date of this Agreement, OPD shall develop and
 17 implement a plan to strengthen its commitment to relationships with local communities including,
 18 but not limited to, the following:

- 19 **A.** OPD shall host at least one (1) community meeting per quarter in each Patrol Service Area.
- 20 **B.** Each patrol supervisor, and officer assigned to a regular beat or geographic area of the City,
 21 shall attend a minimum of one (1) community meeting per quarter in the Area he/she is
 22 regularly assigned.
- 23 **C.** OPD shall develop mechanisms to measure its community policing and problem solving
 24 activities.
- 25 **D.** OPD shall incorporate positive statistics on community policing and problem solving
 26 activities in “Crime-Stop” meetings, along with information on citizen complaints and use

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of force incidents.

E. The appropriate Departmental personnel shall arrange a meeting within 60 days unless not feasible with representatives of an established organization active within Oakland (PUEBLO, ACLU, NAACP, etc.), community groups or church groups, if an organization communicates a concern regarding specific police personnel or practices.

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TASK 48
Section XII

1 **TASK 48 (Section XII)**

2 **XII. DEPARTMENTAL MANAGEMENT AND ANNUAL MANAGEMENT REPORT**

3 On or before September 5, 2003, , OPD shall develop and implement a policy requiring
4 each functional unit of OPD to prepare a management report every 12 months. The division
5 commanders individually shall meet with the Chief of Police and their respective Deputy Chief to
6 thoroughly review the management report of that division. These management reports shall include
7 relevant operating data and also highlight ongoing or extraordinary problems and noteworthy
8 accomplishments.

9 **TASK 49 (Section XIII)**

10 **XIII. INDEPENDENT MONITORING**

11 **A. Monitor Selection and Compensation**

12 1. Within 60 days after entry of this Agreement, the City and plaintiffs' counsel shall
13 mutually select a Monitor, subject to the approval of the Court, who shall review and report on
14 OPD's implementation of, and assist with OPD's compliance with this Agreement. The selection of
15 the Monitor shall be pursuant to a method jointly established by the plaintiffs' counsel and the City.
16 In selecting the Monitor, plaintiffs' counsel and the City recognize the importance of ensuring that
17 the fees and costs borne by the City are reasonable, and, accordingly, fees and costs shall be one
18 factor considered in selecting the Monitor.

19 2. The maximum sum to be paid the Monitor, including any additional persons he or
20 she may associate pursuant to Section XIII, paragraph C (1)(2) (excluding reasonable costs or fees
21 associated with non-compliance or breach of the Agreement by the City or the Department), shall
22 be set forth in a contract between the City and the Monitor and approved by the City Council. The
23 contract amount shall be calculated to fairly and reasonably compensate the Monitor for
24 accomplishing the tasks and responsibilities set forth in this Agreement. The maximum amount
25 specified in the contract will not exceed four million dollars (\$4,000,000.00) for the entire five
26 years of the implementation of the Settlement Agreement. Should the monitoring be extended for

TASK 49
Section XIII.A.2

1 an additional period of time, the compensation will be renegotiated subject to the approval of the
 2 City Council.

3 3. If the plaintiffs' counsel and City are unable to agree on a Monitor, or on an
 4 alternative method of selection, the plaintiffs' counsel and the City each shall submit to the Court
 5 no more than two (2) names of persons who shall have the following attributes:

- 6 a. A reputation for integrity, even-handedness and independence;
- 7 b. Experience as a law enforcement officer, expertise in law enforcement
 8 practices, or experience as a law enforcement practices monitor;
- 9 c. An absence of bias, including any appearance of bias, for or against the
 10 plaintiffs, the City, the Department, or their officers or employees; and
- 11 d. No personal involvement, in the last five (5) years, whether paid or unpaid,
 12 with a claim or lawsuit against the City or the Department, or any of their
 13 officers, agents or employees, unless waived by the parties, which waiver
 14 shall not be unreasonably withheld.

15 To assist the Court in selecting the Monitor when there is a disputed selection as above, the
 16 City and the plaintiffs' counsel shall submit to the Court the resumes, cost proposals, and other
 17 relevant information for such persons demonstrating the above qualifications, and the Court shall
 18 appoint the Monitor from among the names of qualified persons so submitted.

19 **B. Period and Appointment**

20 The Monitor shall be appointed for a period of five (5) years, but in no circumstances to
 21 exceed seven (7) years past the date on which this Agreement was entered by the Court by the
 22 agents of the plaintiffs and the agents of the City. The extension of the Monitor beyond five years
 23 shall be allowed only if the Court determines that it is reasonably necessary in order for the
 24 Monitor to fulfill his/her duties pursuant to this Agreement.

25 **C. Staffing**

- 26 1. The Monitor may associate such additional persons or entities as are reasonably

TASK 49
Section XIII.C.1

1 necessary to perform the monitoring tasks specified in this Agreement. Any additional persons or
 2 entities associated by the Monitor shall possess the following attributes: a reputation for integrity,
 3 even-handedness and independence; an absence of bias, including any appearance of bias, for or
 4 against the plaintiffs, the City, the Department, or their members or employees; and no personal
 5 involvement in the last five (5) years, whether paid or unpaid, with a claim or lawsuit against the
 6 City or the Department or any of their officers, agents or employees unless waived by the parties,
 7 which waiver shall not be unreasonably withheld.

8 2. The Monitor shall notify the City and the Court if and when such additional persons
 9 or entities are selected for association by the Monitor. The notice shall identify the person or entity
 10 to be associated and the monitoring task to be performed, and, if a waiver is being requested, the
 11 notice shall indicate if the person had any such involvement in the last five (5) years, whether paid
 12 or unpaid, with a claim or lawsuit against the City or the Department, or any of their members,
 13 agents, or employees. Either the plaintiffs' counsel or the City may notify the Monitor, in writing,
 14 within 10 days (excluding weekends, and federal or state holidays) of any objection either may
 15 have to the selection. If the parties and the Monitor are unable to resolve any such objection, and
 16 the Monitor believes that the specific person or entity in question is needed to assist the Monitor,
 17 and such person or entity satisfies the qualifications and requirements in this paragraph, the
 18 Monitor may seek Court authorization to hire such person. For purposes of all paragraphs of this
 19 Agreement, other than the preceding paragraph, the term Monitor shall include any and all persons
 20 or entities that the Monitor associates to perform monitoring tasks, and such persons shall be
 21 subject to the same provisions applicable to the Monitor under this Agreement.

22 **D. Replacement of Monitor**

23 Should any of the parties to this Agreement determine that the Monitor, and/or his/her
 24 agents, employees, independent contractors, has exceeded his/her authority or failed to
 25 satisfactorily perform or fulfill his/her duties under this Agreement, the party may petition the
 26 Court for such relief as the Court deems appropriate, including replacement of the Monitor and/or

TASK 49
Section XIII.D

1 his/her agents, employees and/or independent contractors.

2 **E. City-Provided Office Space, Services and Equipment**

3 The City shall provide the Monitor and any staff of the Monitor with office space, which
 4 may be in the Police Department or within other City offices, and with reasonable office support
 5 such as telephones, access to fax and photocopying, etc. The City and OPD shall bear all reasonable
 6 fees and costs for the Monitor. The Court retains the authority to resolve any dispute that may arise
 7 regarding the reasonableness of fees and costs charged by the Monitor.

8 **F. Resolving Monitor Fee Disputes**

9 In the event that any dispute arises regarding the payment of the Monitor's fees and
 10 costs, the City, plaintiffs' counsel and the Monitor shall attempt to resolve such dispute
 11 cooperatively, prior to seeking the Court's assistance.

12 **G. Responsibilities and Authority**

13 The Monitor shall be the agent of the Court and shall be subject to the supervision and
 14 orders of the Court, consistent with this Agreement. The Monitor shall have only the duties,
 15 responsibilities and authority conferred by this Agreement. The role of the Monitor shall be to
 16 assess and evaluate compliance with the provisions of the Agreement. The Monitor shall not, and is
 17 not intended to, replace or take over the role or duties of the Chief of Police or other police or City
 18 officials. The Monitor shall offer the City and OPD technical assistance regarding compliance with
 19 and implementing the Agreement.

20 **H. Required Audits, Reviews and Evaluations**

21 In order to report on OPD's implementation and compliance with the provisions of this
 22 Agreement, the Monitor shall conduct audits, reviews and evaluations, in addition to any others
 23 deemed relevant by the Monitor, of the following:

- 24 1. OPD policies and procedures established to implement the Agreement, to ensure that
 25 these policies and procedures are consistent with both the purposes of this
 26 Agreement and, as reasonably practicable, the best practices in law enforcement.

TASK 49
Section XIII.H.1

- 1 2. All completed and pending internal affairs proceedings and files except
2 investigator[s] notes while the investigation is open.
- 3 3. Policy and procedures used by OPD for Internal Affairs misconduct investigations,
4 including a review of an appropriate sample of closed IA cases; assess and evaluate
5 the quality and timeliness of the investigations; recommend reopening of
6 investigations that the Monitor determines to be incomplete; recommend additional
7 measures that should be taken with respect to future investigations in order to satisfy
8 this Agreement; and review and evaluate disciplinary actions or other interventions
9 taken as a result of misconduct investigations.
- 10 4. Quality and timeliness, from appropriate samples, of OPD use of force incident
11 reports and use of force (K-4) investigations; review and evaluation of actions of
12 OPD's Use of Force (K-4) Board and Firearms-Discharge Board of Review (K-3);
13 and review and evaluation of disciplinary actions or other interventions taken as a
14 result of use of force investigations or K-3 and K-4 Board reviews.
- 15 5. If the Monitor determines that any use of force investigation or internal (IAD or
16 Division-level) investigation/report which has been adjudicated or otherwise
17 disposed or completed, is inadequate under this Agreement, the Monitor shall confer
18 with the Chief of Police, IAD Commander and the Inspector General, and provide a
19 confidential written evaluation to the Department and the Court. Such evaluation
20 shall be for the purpose of assisting the Chief of Police in conducting future
21 investigations, and shall not obligate the Department to reopen or re-adjudicate any
22 investigation.
- 23 6. Implementation of provisions of this Agreement related to OPD training, including
24 changes to the FTO program.
- 25 7. OPD's development and implementation of PIMS as required by this Agreement,
26 including any supervisory action taken in response to analyses from such a system.

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Section XIII.H.7

- 1 8. City/OPD’s Performance Appraisal System.
- 2 9. Compliance with provisions in this Agreement relating to command, management
3 and supervisory duties.
- 4 10. The Monitor may request information about “court related” problem officers from
5 OPD’s MLL, the Office of the District Attorney (DA), or the Office of the Public
6 Defender (PD). All information provided to the Monitor by the DA and/or PD shall
7 be confidential and serve as a “check and balance” of the PIMS.
- 8 11. Other reviews as deemed relevant, such as sampling cases developed from the
9 directives targeting specific geographic areas, to ensure that OPD enforcement
10 activities fully comply with all applicable Department procedures and federal and
11 state law.
- 12 When appropriate, the reviews and evaluations shall include, at a minimum, annual
13 audits of stratified random samples.

14 **I. Reports**

15 During the first two (2) years of this Agreement, the Monitor shall issue quarterly reports to
16 the parties and to the Court. Thereafter, the Monitor shall issue semi-annual reports to the parties
17 and the Court. At any time during the pendency of this Agreement, however, the Monitor may issue
18 reports more frequently if the Monitor determines it appropriate to do so. These reports shall not
19 include information specifically identifying any individual member/employee. Before issuing a
20 report, the Monitor shall provide to the parties a draft for review to determine if any factual errors
21 have been made, and shall consider the parties’ responses; the Monitor shall then promptly issue
22 the report. All efforts to make these reports available to the general public shall be made, including
23 posting on the Department’s web site, unless the Court orders that the reports or any portions of the
24 reports should remain confidential. In addition, public disclosure of the reports and any information
25 contained therein shall comply with the Public Safety Officers’ Procedural Bill of Rights.

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TASK 49
Section XIII

1 **J. Meetings**

2 1. During the first year of this Agreement, the Monitor shall conduct monthly meetings that
 3 shall include representatives of OPD, the City Attorney's Office, the City Manager's Office, the
 4 Oakland Police Officers' Association, and plaintiffs' counsel. These meetings may be continued
 5 beyond the first year at the request of the parties to this Agreement. The purpose of these meetings
 6 is to ensure effective and timely communication between the Monitor, OPD, the City Attorney's
 7 Office, the City Manager's Office, the Oakland Police Officers' Association and plaintiffs' counsel
 8 regarding the development of procedures and policies under the Agreement, implementation,
 9 compliance and information-access issues. Throughout the duration of this Agreement, directives,
 10 policies and procedures developed by OPD pursuant to this Agreement shall be provided to
 11 plaintiffs' counsel for review and comment as a part of the Department's existing staffing process.
 12 Written comments may be returned to the Department by the specified deadline, or verbal
 13 comments may be given at the monthly meetings.

14 2. The Monitor shall also convene meetings with representatives of OPD, City Attorney's
 15 Office, City Manager's Office, the Oakland Police Officers' Association and plaintiffs' counsel to
 16 provide a forum for the discussion and comment of the Monitor's reports before the reports are
 17 issued to the Court. The plaintiffs' counsel and their retained experts and/or consultants shall be
 18 compensated by the City up to but not to exceed Fifty Thousand Dollars (\$50,000); this amount
 19 includes all fees and costs over the duration of this Agreement for their participation in the review
 20 of policies called for in this Agreement. The plaintiffs' counsel shall submit to the City, on an
 21 annual basis during the duration of the Agreement, a statement of such fees and costs.

22 **K. Access and Limitations to OPD Documentation and Staff**

23 1. By policy, OPD personnel shall be required to cooperate fully with the Monitor and
 24 to provide access to information and personnel in a timely fashion. The Monitor shall have the right
 25 to interview any member/employee of OPD pursuant to the provisions of this Agreement.

26 2. Except as restricted below, the City and OPD shall provide the Monitor with full and

TASK 49
Section XIII.K.2

1 unrestricted access to all OPD staff, facilities and non-privileged documents (including databases)
2 necessary to carry out the duties assigned to the Monitor in a timely fashion. The Monitor shall
3 have the right to interview any member/employee of OPD pursuant to the provisions of this
4 Agreement. The Monitor shall cooperate with the City and the Department to access personnel and
5 facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes
6 interference with daily operations. This right of access shall include all documents regarding use of
7 force data, policies and analyses. The Monitor shall provide the City or Department with reasonable
8 notice of a request for copies of documents. Upon such request, the City and the Department shall
9 provide the Monitor with copies (electronic, where readily available, or hardcopy) of any
10 documents to which the Monitor is entitled access under this Agreement. The Monitor shall
11 maintain all documents obtained from the City, OPD or the plaintiffs' counsel in a confidential
12 manner and shall not disclose non-public information to any person or entity other than the Court or
13 the parties, absent written notice to the City and either consent by the City or a Court order
14 authorizing disclosure.

15 3. The Monitor shall have access to OPD personnel medical records, generally, if
16 permission for such access is granted by the applicable member/employee, or the information from
17 such records is otherwise contained in investigative files.

18 4. For any other OPD personnel medical records reasonably necessary to carry out the
19 duties assigned to the Monitor by this Agreement, the Monitor shall notify the Court and the City in
20 writing of the need for such documents, and the City shall so notify the affected member/employee.
21 The Court, the City, or the affected member/employee may, and the City if requested by the
22 affected member/employee shall, notify the Monitor in writing within 10 days (excluding
23 weekends, and federal or state holidays) of any objection they may have to such access. If the
24 parties, the Monitor and, where applicable, the affected member/employee are unable to resolve
25 any such objection, and the Monitor continues to believe that the documents in question are
26 reasonably necessary to assist the Monitor, the Monitor may seek Court authorization for access to

TASK 49
Section XIII.K.4

1 such documents, subject to any appropriate protective orders. The City shall assert applicable
 2 defenses and privileges from disclosure and protections of such records for the City and the
 3 affected member/employee. Any documents obtained by this procedure shall be treated as
 4 confidential.

5 **L. Limitations to Personal and Confidential Information**

6 Nothing in this Agreement shall be construed to require disclosure of strictly personal
 7 information not material to implementation of this Agreement. Personal information includes, but is
 8 not limited to, background investigations, personal financial information other than compensation
 9 paid by the City, personal medical (including psychological) information, and residential or marital
 10 information. The Monitor shall not access attorney-client privileged information or work-product
 11 information. If the City or OPD objects to the access to any material, the City shall state why the
 12 material is not relevant, or that the information is privileged or otherwise confidential, and shall
 13 provide a privilege log. The City and OPD acknowledge that in order to evaluate the performance
 14 appraisal system, the disciplinary system for staff, the PIMS system, IAD investigations and other
 15 aspects of OPD, the Monitor will need substantial access to information about individual members,
 16 information about situations which may be currently in litigation or which may be the subject of
 17 future litigation, and information related to ongoing criminal investigations and prosecutions to the
 18 extent that disclosures of such information to the Monitor may not compromise or may not
 19 reasonably tend to compromise the integrity of the pending criminal investigation. If, after efforts
 20 among the parties to resolve the disagreement, the objection remains, the Court shall make the final
 21 determination.

22 **M. Access to Criminal Investigation Files**

23 1. The Monitor shall have direct access to all documents in criminal investigation files
 24 that have been closed by OPD. The Monitor shall also have direct access to all arrest reports,
 25 warrants and warrant applications, whether or not contained in open criminal investigation files;
 26 where practicable, arrest reports, warrants and warrant applications shall be obtained from sources

TASK 49
Section XIII.M.2

1 other than open criminal investigation files.

2 2. The Monitor shall have access to documents containing confidential information
 3 prepared for and contained solely in open criminal investigations of OPD personnel reasonably
 4 necessary to monitor compliance with this Agreement (other than arrest reports, warrants and
 5 warrant applications which shall be subject to the general access provisions).

6 3. If the Monitor reasonably deems that access to documents contained solely in either:

7 a. Open criminal investigation files, which investigations have been open for
 8 more than ten months; or

9 b. Open criminal investigation files of OPD personnel, which investigations
 10 have been open for less than ten months, is necessary to carry out the duties
 11 assigned to the Monitor by this Agreement, the Monitor shall notify the
 12 Court and the City, in writing, of the need for such documents. After
 13 notification by the Monitor, either the Court or the City may respond in
 14 writing to the Monitor within ten days (excluding weekends, and federal or
 15 state holidays), should either have any objection to such access. If the parties
 16 and the Monitor are unable to resolve any such objection, and the Monitor
 17 continues to believe that the documents in question are reasonably necessary
 18 to assist the Monitor, the Monitor may seek Court authorization for access to
 19 such documents, subject to any appropriate protective orders. Any
 20 documents obtained by this procedure shall be treated as confidential.

21 **N. Access to Intelligence Files**

22 The access provisions of the previous paragraphs do not apply to documents contained
 23 solely in Anti-Terrorist files, or solely in Intelligence files, or Investigative Notes files or similar
 24 files in joint task forces with other law enforcement agencies.

25 **O. Access to “Whistle Blowers”**

26 The Monitor shall have full access to any “whistle blower” who wishes to communicate

TASK 49
Section XIII.O

1 with the Monitor. The Monitor shall be informed of any and all “whistle blower” reports made by
 2 such OPD personnel. The Monitor shall not be given the name of any OPD member/employee who
 3 uses the confidential reporting process described above and who indicates that he or she does not
 4 want their names given to the Monitor.

5 **P. Testimony**

6 The Monitor shall be an agent of the Court and may testify in this case regarding any matter
 7 relating to the implementation, enforcement or dissolution of the Agreement. The Monitor shall not
 8 testify and/or respond to subpoenas or documents in other matters relating to the City and OPD,
 9 except as required or authorized by the Court. The Monitor shall not be retained by any current or
 10 future litigant or claimant in a claim or suit against the City and its employees.

11 **Q. Confidential Records Maintenance**

12 The records maintained by the Monitor shall not be deemed public records. All documents,
 13 records, computerized data, and copies of any reports or other information provided to the monitor,
 14 as well as any reports, memoranda or other information produced by the monitor, shall be
 15 maintained for a period of 12 years following the entry of this Agreement.

16 **R. Court Resolution of Disputes**

17 In the event the Monitor reports that the duties and the responsibilities of the Monitor, as
 18 specified in this Agreement, cannot be carried out because of lack of cooperation, failure to provide
 19 appropriate data and documents otherwise called for in this Agreement, lack of timely response or
 20 other forms of unwarranted delays from OPD or the City, the Court may impose such remedies as it
 21 deems just and necessary. Plaintiffs’ counsel may bring motions based on their belief that the City
 22 or OPD is failing to comply with the provisions of this Agreement. The City may also bring
 23 motions to amend the Agreement, should it determine such changes are necessary to achieve the
 24 overall purposes of the Agreement. Before any such motions are brought, the parties shall meet and
 25 confer following the exchange of a letter brief. Should it be necessary to continue the meet and
 26 confer process, the parties may request mediation before Magistrate Judge Larson, another

TASK 49
Section XIII.R

1 Magistrate Judge mutually requested, or another Magistrate Judge as designated by the Court. The
 2 Court shall hold hearings on such matters and, if plaintiffs prevail, plaintiffs' counsel shall be
 3 entitled to their costs and legal fees. Should the plaintiffs not prevail, the standards set forth in
 4 FRCP Rule 11 and 42 USC Section 1988 shall apply so as to determine if the City shall be entitled
 5 to an award of fees and costs. Additionally, in the event of substantial and/or chronic non-
 6 compliance with provisions of this Agreement, the Court may impose such sanctions and/or
 7 remedies as it deems just and necessary, including, but not limited to, attorneys' fees.

8 **S. Petitions for Relief**

9 At any time during the pendency of this Agreement, the City may petition the Court for
 10 relief from any provisions of this Agreement. However, such relief shall not be granted unless the
 11 City demonstrates that all good faith efforts have been undertaken to comply with the subject
 12 provision, that the provision is inconsistent with the overall purposes of the Agreement, and that
 13 implementation of the provision is operationally and/or fiscally onerous or impracticable.

14 **TASK 50 (Section XIV)**

15 **XIV. COMPLIANCE UNIT**

16 **A. Compliance Unit Liaison Policy**

17 Within 30 days from the effective date of this Agreement, OPD shall hire and retain, or
 18 reassign current OPD members/employees, to serve as an OPD Compliance Unit for the duration of
 19 this Agreement. The Compliance Unit shall serve as the liaison between OPD, the Monitor and the
 20 plaintiffs' counsel, and shall assist with OPD's compliance with the Agreement. Among other
 21 things, the Compliance Unit shall:

- 22 1. Facilitate the provision of data and documents;
- 23 2. Provide to the Monitor access to OPD personnel, as needed;
- 24 3. Ensure that documents and records are maintained as required by the Agreement;
- 25 4. Prepare a semi-annual report describing the steps taken, during that reporting period,

26 to comply with the provisions of the Agreement.

TASK 51
Section XIV

1 ///

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3 **TASK 51 (Section XIV)**

4 **B. Compliance Audits and Integrity Tests**

5 Upon implementation of policies and procedures pursuant to this Agreement, OPD shall
6 conduct annual audits of stratified, random samples of:

- 7 1. Arrest and offense reports, and follow-up investigation reports, including, but not
8 limited to, arrests for narcotics-related possessory offenses not discovered in the course of a search
9 pursuant to arrest for other crimes;
- 10 2. Use of force incident reports and use of force investigations;
- 11 3. Complaint processing and investigation, to include but not limited to timeliness and
12 quality;
- 13 4. Mobile Data Terminal traffic;
- 14 5. Personnel evaluations;
- 15 6. Citizen accessibility to the complaint process and the availability of complaint
16 forms.

17 The review of documents shall entail, at a minimum, a review for completeness of the
18 information contained, and an examination for inappropriate “boilerplate” language, inconsistent
19 information, or lack of articulation of the legal basis for the applicable action.

20 OPD shall conduct audits of the identified areas annually, unless the timing of an IMT audit
21 of the same area makes an OIG audit redundant or unnecessary. If the OIG determines an audit of
22 any of the six areas to be redundant or unnecessary, an audit of another area outlined in this
23 Agreement may be substituted that would result in identifying and correcting other pressing
24 compliance issues. The OIG shall notify the IMT and determine due dates for substitute audits.
25 Audit methodology should include random and stratified sampling, where appropriate.

26 The results of audits conducted pursuant to this paragraph shall be included in OPD’s semi-

TASK 52
Section XV

1 annual compliance reports.

2 ///

3 **TASK 52 (Section XV)**

4 **XV. HOUSEKEEPING PROVISIONS**

5 **A. Reports and Records to be Maintained by the OPD**

6 1. The City and OPD shall file regular status reports with the Court delineating the
7 steps taken by OPD to comply with the provisions of this Agreement. Commencing within 120
8 days from the effective date of this Agreement, these reports shall be filed twice annually, at six (6)
9 month intervals, until this Agreement is terminated.

10 2. During the term of this Agreement, the City and OPD shall maintain all records
11 necessary to document compliance with the Agreement.

12 **B. Implementation and Jurisdiction**

13 1. This Agreement shall become effective on the date of entry by the Court. The
14 implementation of the provisions of this Agreement is as specified in each provision.

15 2. All deadlines stated in this document are to be calculated as business days, not calendar
16 days, unless otherwise specified. The deadlines, specified in Section XV, paragraph C (Meet and
17 Confer), are to be calculated as calendar days. The calculation of days in the Settlement Agreement will
18 be based on the Federal Court calendar referencing holidays. The deadlines provided for
19 implementation specified in the Settlement Agreement are mandatory deadlines and failure to meet
20 these deadlines will result in the City being deemed out of compliance unless the Monitor and or the
21 Court deems otherwise. Appended to this Agreement is the Department's Business Implementation
22 Plan. The interim dates specified in this Plan are recommended dates to assist the Department's critical
23 path planning of the overall implementation of the reforms. These interim dates may be adjusted based
24 on operational efficiencies and budgetary restraints.

25 3. The Court shall retain jurisdiction over this action, for all purposes, during the term
26 of this Agreement. This Agreement shall remain in effect for five (5) years following the entry by

TASK 52
Section XV.B.3

1 the Court, but shall, under no circumstances, exceed seven (7) years. Without further action, the
2 Agreement shall terminate five (5) years from the effective date, unless the Monitor reports to the
3 Court that an extension of time, not to exceed two (2) years, is reasonably necessary to serve the
4 purposes of the Agreement. The City may contest the extension, by motion to be heard by the
5 Court, no later than 60 days prior to the expiration of the Agreement. The City may present
6 evidence to the Court in support of the motion. At such hearing, the City has the burden to establish
7 substantial compliance with the Agreement during the five-year period. "Substantial compliance" is
8 defined, for the purposes of this Agreement, as meaning that OPD has complied with the material
9 provisions of the Agreement. Materiality is determined by reference to the overall objectives of the
10 Agreement. Non-compliance with technicalities or, otherwise, minor failures to comply while
11 generally complying with the Agreement, shall not be deemed failure to substantially comply with
12 the Agreement.

13 4. The City and the plaintiffs may jointly stipulate, by and through their counsel of
14 record, to make changes, modifications and amendments to this Agreement. Such stipulations shall
15 be reported to the Monitor and are subject to the approval of the Court.

16 5. If any term or provision of this Settlement Agreement shall be found to be void, invalid,
17 illegal or unenforceable by the Court, notwithstanding such determination, such term or provision shall
18 remain in force and effect to the extent allowed by such ruling. In addition, notwithstanding such
19 determination, all other terms and provisions of this Settlement Agreement shall remain in full force
20 and effect.

21 6. The City shall not be deemed to be in violation of any provision of this Agreement
22 by reason of the failure to perform any of its obligations hereunder to the extent that such failure is
23 due to unforeseen circumstances. "Unforeseen circumstances" include conditions not reasonably
24 foreseeable by the City at the time the Agreement was executed: acts of God, catastrophic weather
25 conditions, riots, insurrection, war, acts of a court of competent jurisdiction or any similar
26 circumstance for which the City is not responsible and which is not within the City's control.

TASK 52
Section XV.B.6

1 Delays caused by unforeseen circumstances shall reasonably extend the time of compliance. The
 2 City may seek from the Court a reasonable extension of time to comply with the provision of the
 3 Agreement, or other relief, as soon as practicable, but no later than 45 days of the time the City
 4 becomes aware of the unforeseen circumstances. The City shall issue a notice to the Court, Monitor
 5 and plaintiffs' counsel. The notice shall include a description of the unforeseen circumstances and
 6 the steps taken to minimize the risk of non-compliance.

7 7. If any unforeseen circumstance occurs which causes a failure to timely carry out any
 8 requirements of this Agreement, the City shall notify the Court and plaintiffs' counsel in writing
 9 within 20 calendar days of the time that the City becomes aware of the unforeseen circumstance
 10 and its impact on the City's ability to perform under the Agreement. The notice shall describe the
 11 cause of the failure to perform and the measures taken to prevent or minimize the failure. The City
 12 shall implement all reasonable measures to avoid or minimize any such failure.

13 8. If plaintiffs' counsel and the City agree or the Court determines that delay in
 14 meeting any schedule or obligation in this Agreement has been caused by unforeseen circumstances
 15 then, subject to the provisions of Section XV, paragraph B (4), the time for performance shall be
 16 extended for a period up to that equal to such delay.

17 **C. Meet-and-Confer Process**

18 1. As part of any meet-and-confer or consulting process demanded by OPD
 19 member/employee bargaining units, as described on page 2, lines 12-20, the City shall discuss and
 20 seek to resolve with those OPD member/employee bargaining units any disputes or uncertainties
 21 regarding which provisions are subject to such process. The City shall identify and provide to the
 22 OPD member/employee bargaining units the provisions of this Agreement such as it believes are
 23 subject to the process being demanded. Within 30 days of the date of the completion of the meet-
 24 and-confer process, the City shall report to the Court the results of any such discussion on this
 25 question. In the event that the City and the OPD member/employee bargaining units are unable to
 26 resolve the list of the provisions of the Agreement which are subject to the meet-and-confer

TASK 52
Section XV.C.1

1 process, the City shall seek declaratory relief from this Court to resolve such issue, provided that
 2 the OPD member/employee bargaining units shall receive notice and an opportunity to be heard by
 3 the Court on this issue.

4 2. Following the resolution of any dispute or uncertainty regarding the issues subject to
 5 a demanded process, the City shall continue with that process. The City shall report to the Court on
 6 the progress of such process. The reports shall include:

- 7 a. Proposed agreements with the OPD member/employee bargaining units
 8 relating to provisions of this Agreement as they are resolved by the City
 9 arising from the meet-and-confer process as they are determined, and
- 10 b. A list of provisions identified, pursuant to paragraph (1) of this Section, such
 11 as are scheduled for implementation within 45 days.

12 3. With regard to a matter that is not a mandatory subject of collective bargaining, the
 13 City shall not propose or enter into any such agreement with OPD member/employee bargaining
 14 units that will adversely affect the City's timely implementation of this Agreement. With regard to
 15 all such agreements with the OPD member/employee bargaining units, the City shall not make
 16 them effective before the expiration of 45 days after such proposed agreement is reported to the
 17 Court. The time for implementation of any provisions of this Agreement affected by such
 18 agreement with the OPD member/employee bargaining units, concerning a mandatory subject of
 19 bargaining, shall be extended for such 45-day period. If the Court determines that implementation
 20 of such proposed agreement would not significantly impact the City's ability to implement the
 21 affected provision(s) of this Agreement, the Court shall waive some or all of such 45-day period,
 22 and the City shall initiate such implementation. If such determination is not made, the parties shall
 23 discuss appropriate clarifications or modifications to this Agreement. Where the parties believe that
 24 a modification of this Agreement is appropriate, they shall present such modification to the Court
 25 for its consideration. The implementation date for the affected provision(s) of this Agreement shall
 26 be extended while the matter is before the Court, unless the Court orders earlier implementation.

TASK 52
Section XV.C

1 Any motion concerning a proposed bargaining agreement with the OPD member/employee
 2 bargaining units, pertaining to the provisions of this Agreement, shall be brought during the 45-day
 3 period.

4 4. In the event that the City believes the meet-and-confer process, consultation, or any
 5 such proposed agreement or resolution of a dispute with OPD member/employee bargaining units
 6 resulting from the meet-and-confer process, will impair the City's ability to timely implement one
 7 or more provisions of this Agreement, and the OPD member/employee bargaining units and the
 8 City are unable to agree upon or reach an appropriate resolution, then the City shall so report to the
 9 Court and shall seek appropriate declaratory or injunctive relief (including specific performance) on
 10 such provision(s). The plaintiffs' counsel also may seek relief from the Court in the event that the
 11 plaintiffs' counsel believe the meet-and-confer process, consultation, or any such proposed
 12 agreements or resolution of disputes with OPD member/employee bargaining units will impair the
 13 City's ability timely to implement one or more provisions of this Agreement, and the plaintiffs'
 14 counsel and the City are unable to agree on an appropriate resolution. Any such motion shall
 15 demonstrate the ways in which the City would be so impaired.

16 5. In ruling on a motion under page 2, lines 12-20, or in regard to any meet and confer
 17 issue identified pursuant to Section XV, paragraphs C (1), (2) and (3), the Court shall consider,
 18 *inter alia*, whether the City's proposed agreements, or the resolution of disputes with OPD
 19 member/employee bargaining units which address provision(s) of this Agreement, are consistent
 20 with the objectives underlying such provision(s), and whether the City has satisfied its labor
 21 relations obligations under state and local law. On any such motion, if the City has engaged in good
 22 faith efforts (including consideration of the manner in which the City carried out any applicable
 23 meet-and-confer or consulting obligations) to be able to implement this Agreement in a timely
 24 manner, the City:

- 25 a. Shall not be in contempt or liable for any other penalties, and
 26 b. May be potentially held in breach for such provision(s) only for the limited

TASK 52
Section XV.C

1 purpose of the issuance of declaratory or injunctive remedies (including
 2 specific performance), but may not be regarded as in breach for any other
 3 purpose.

4 6. If there is a significant change in a state law that impairs or impedes the City's
 5 ability to implement this Agreement, then each of the parties reserves the right to seek declaratory
 6 relief or other relief from the Court regarding implementation of the affected provisions of this
 7 Agreement in light of the change in state law.

8 7. The parties agree to defend this Agreement. The parties shall notify each other of
 9 any Court or administrative challenge to this Agreement. In the event any provision of this
 10 Agreement is challenged in any local or state court, the parties may seek removal of the action to a
 11 federal court.

12 8. In order to meet this provision of the Settlement Agreement, and facilitate the
 13 orderly dissemination of new or revised directives, policies and procedures, the following
 14 procedures are recommended:

- 15 a. Upon final draft approval by the Chief of Police, the unsigned draft shall be
 16 forwarded by hand delivery, facsimile, or United States mail to the
 17 Independent Monitor, plaintiff's counsel, and the OPOA.
- 18 b. If the new or revised directive, policy or procedure does not require the Chief
 19 of Police's signature, the Office of Inspector General will forward by either
 20 hand delivery, facsimile or United States mail to the Independent Monitor,
 21 plaintiff's counsel and the OPOA.
- 22 c. The plaintiff's counsel and the OPOA shall have fifteen (15) calendar days
 23 from the date of receipt of any draft directive, policy or procedure to make
 24 written comments. All written or verbal comments or recommendations
 25 should be directed to the Office of Inspector General.
- 26 d. Any party may request that a discussion over any draft directive, policy or

TASK 52
Section XV.C.8.d

1 procedure be placed on the agenda for discussion at the next monthly
 2 meeting required by this Settlement Agreement. Placing of the item on this
 3 agenda shall automatically extend any deadlines associated with the
 4 directive, policy or procedure until either 15 calendar days (or the next
 5 regular work day if the 15th day falls on a Saturday, Sunday, or holiday) after
 6 the next monthly meeting where the item is discussed or, if the item is not
 7 resolved at the next monthly meeting, until 15 calendar days (or the next
 8 regular work day if the 15th day falls on a Saturday, Sunday, or holiday) after
 9 the monthly meeting at which the item is resolved and agreed to by the
 10 parties as reflected in the minutes of the monthly meeting in the event of an
 11 extension as contemplated by this paragraph, or in the case of any other
 12 directive, policy or procedure where the parties desire to extend the deadline,
 13 the parties can stipulate to a different deadline date other than as set forth
 14 above without Court approval, with said stipulation to be reflected in a letter
 15 agreement and in the minutes of the monthly meeting.

16 e. In the event the plaintiffs counsel or the OPOA fails to respond to any draft
 17 directive, policy or procedure within fifteen (15) calendar days, (or the next
 18 regular work day if the 15th day falls on a Saturday, Sunday, or holiday) the
 19 parties shall have deemed to have no comments or recommendations.

20 f. Once the draft is returned to the Department, drafts requiring the Chiefs
 21 signature shall be reviewed by the Chief of Police for final approval. The
 22 Office of Inspector General and the appropriate Task Manager will review
 23 drafts not requiring the Chiefs signature.

24 ***END OF DOCUMENT***

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APPENDIX D:

DGO B-08

OFFICE OF CHIEF OF POLICE
OAKLAND POLICE DEPARTMENT

MEMORANDUM

TO: All Personnel

DATE: 02 Jun 14

SUBJECT: Revision of DGO B-08, FIELD TRAINING PROGRAM (02 Mar 09)

The purpose of this memorandum is to notify all personnel of a revision to DGO B-08.

SO 9109 has been incorporated in to the revision and is hereby rescinded.

The following is a summary of the substantive changes. This summary shall not take the place of the review and understanding of the entire document.

1- Revised Part II, B, 13 (FTO Nomination Qualifications):

From: Officers with a sustained Class 1 are ineligible to be nominated or participate in the FTO testing process for a minimum of two (2) years from the date of finding.

To: Be presumed ineligible to serve as a FTO for 12 months following a sustained Class I offense and such cases shall be considered important in evaluating eligibility for two (2) years following the completion of the investigation.

2- Added Part II, C, 4, c (BFO Deputy Chief Review):

Review and comment on all sustained IAD findings in the two (2) year period preceding nomination and make a written recommendation of eligibility to the Chief of Police.

3- Added the authority for the Chief of Police to designate officers assigned to specific field based units outside of Patrol or Foot Patrol to serve as FTOs and receive FTO incentive pay.

Personnel shall acknowledge receipt, review, and understanding of this directive in accordance with the provisions of DGO A-1, DEPARTMENTAL PUBLICATIONS.

By order of



Sean Whent
Chief of Police

Date Signed: 6-2-14



DEPARTMENTAL
GENERAL
ORDER

B-8

Index as:

Field Training Program

Effective Date:
02 Jun 14

Evaluation Coordinator:
BFO Deputy Chief

Evaluation Due Date:
02 Dec 14

Automatic Revision Cycle:
3 Years

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ORDER

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Index as:

Field Training Program

Effective Date:
02 Jun 14

Evaluation Coordinator:
BFO Deputy Chief

Evaluation Due Date:
02 Dec 14

Automatic Revision Cycle:
3 Years

FIELD TRAINING PROGRAM

The purpose of this order is to set forth Departmental policy and procedures for the Field Training Program.

I. FIELD TRAINING UNIT (FTU) DUTIES AND RESPONSIBILITIES

The FTU Shall:

- A. Operate within the Bureau of Field Operations (BFO) and be responsible for administering the Department's Field Training Program.
 1. The FTU shall be staffed, at a minimum, by a full-time member designated as the Field Training Program Coordinator (FTPC).
 2. The FTPC is an Order of Merit position and filled in accordance with Departmental General Order B-4, PERSONNEL ASSIGNMENTS, SELECTION PROCESSES AND TRANSFERS.
 3. The FTPC shall successfully complete a POST-Certified Field Training Supervisor/Administrator/Coordinator Course within one (1) year of appointment as the FTPC.
- B. Ensure the Field Training Program meets the standards established by the Commission on Peace Officer Standards and Training (POST) and adheres to all Departmental Field Training Program standards.
- C. Provide program training for all Patrol commanders, Patrol sergeants, FTOs and trainee officers to minimally include program curriculum, the role of the FTO, trainee officer and FTO supervision, the evaluation process, and individual duties and responsibilities.
- D. Coordinate and participate in the FTO nomination, testing and selection process.

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- E. Coordinate and facilitate the POST-Certified FTO Certification and Update Courses.
- F. Evaluate the teaching and training methods and practices of FTOs.
- G. Monitor the performance of all trainee officers assigned to field training.
- H. Maintain FTO and trainee officer files for a minimum of five (5) years.
- I. Evaluate program procedures and recommend revisions and/or improvements to the BFO Commander.

II. FTO RECRUITMENT, NOMINATION AND TESTING**A. FTO Recruitment**

- 1. The FTPC shall announce when nominations for the position of FTO are being accepted.
- 2. The FTU shall actively recruit officers for the position of FTO.
- 3. Sergeants and commanders shall be responsible for developing, encouraging, and nominating qualified officers for the FTO position.

B. FTO Nomination Qualifications

The Nominee Shall:

- 1. Possess a POST Basic Certificate.
- 2. Have at least three (3) years of Departmental service and two (2) years of Patrol experience (unless waived by the Chief of Police).
- 3. Have received overall "Fully Effective" or better Performance Appraisals for the two (2) years preceding nomination.
- 4. Be committed to the Department's Mission, Vision, and Values.
- 5. Possess a high level of professionalism and ethical conduct.
- 6. Understand the importance of developing positive working relationships with the community.
- 7. Understand the importance of making quality citizen contacts.

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8. Demonstrate a commitment to Community Policing.
9. Possess leadership abilities.
10. Demonstrate a sound working knowledge of, and ability to apply, the following:
 - a. Departmental policies and procedures;
 - b. Interpersonal and tactical communications;
 - c. Problem solving and decision making skills;
 - d. Laws of arrest and search and seizure;
 - e. Preliminary investigation skills; and
 - f. Report writing.
11. Not have an excessive number of force incidents for the two (2) year period preceding the nomination.

“Excessive” shall not merely be defined by a number but rather by the totality of circumstances that led to the use of force, to minimally include:

 - a. Officer’s assignment;
 - b. Type of force used;
 - c. Nature of the incident; and
 - d. Duration between incidents.
12. Not have an excessive number of complaint allegations or sustained IAD findings for the two (2) year period preceding nomination.

“Excessive” shall not merely be defined by a number but rather by the following:

 - a. Officer’s assignment;
 - b. Type of complaints received;
 - c. Frequency of complaints; and
 - d. Circumstances surrounding the complaint(s).
13. Be presumed ineligible to serve as a FTO for 12 months following a sustained Class I offense and such cases shall be considered important in evaluating eligibility for two (2) years following the completion of the investigation.
14. Officers with open IAD complaints may participate in the FTO nomination and testing process; however, the BFO Deputy Chief shall re-evaluate the status of any officer who receives a sustained finding.

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- C. Nominating an officer for FTO:
1. Sergeants or commanders shall be responsible for nominating officers for the position of FTO in the following manner:
 - a. Complete an FTO Nomination/Recertification Questionnaire (TF-3259) to establish the officer meets the qualifications listed in Part II, B,1-10; and,
 - b. Forward the questionnaire directly to the FTU.
 2. The FTU shall:
 - a. Prepare an FTO testing file for each nominated officer;
 - b. Prepare an FTO Nomination/Recertification Matrix Report (TF-3249) for each nominated officer;
 - c. Obtain all Use of Force Reports for each nominated officer for a period of 30 months preceding the nomination;
 - d. Prepare an Area Command Review Report (TF-3314);
 - e. Prepare a BFO Deputy Chief Review Report (TF-3315); and,
 - f. Place all support documents in the nominated officer's FTO testing file and forward through the officer's chain-of-command to the BFO Deputy Chief for review and endorsements.
 3. Area Command Review:

Commanders of each nominated officer shall:

 - a. Review the nominated officer's testing file;
 - b. Complete an Area Command Review Report; and,
 - c. Forward through the chain-of-command to the BFO Deputy Chief.
 4. BFO Deputy Chief Review:
 - a. Review each nominated officer's FTO testing file;

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- b. Review Area Command Review Reports and endorsements provided by commanders;
 - c. Review and comment on all sustained IAD findings in the two (2) year period preceding nomination and make a written recommendation of eligibility to the Chief of Police;
 - d. Complete the BFO Deputy Chief Review Report and endorse the nomination;
 - e. Select nominated officers to attend the FTO Oral Board testing phase; and,
 - f. Return the testing files to the FTU for further processing.
- D. FTO Oral Board:
1. The FTU shall notify officers selected to attend the FTO Oral Board.
 2. The FTU shall notify officers and their supervisor with the reason(s) for non-selection.
 3. The BFO Deputy Chief shall convene an FTO Oral Board comprised of the following personnel:
 - a. BFO Deputy Chief (Chairperson);
 - b. The FTPC;
 - c. The Training Section Commander;
 - d. A Lieutenant of Police who has worked in the Patrol Division as a commander; and,
 - e. A Sergeant of Police who has worked in the Patrol Division as a supervisor.
 4. The FTO Oral Board testing is a pass/fail process and shall consists of the following testing mechanisms:
 - a. An assessment interview;
 - b. Field training based scenario questions; and,
 - c. A report writing exercise.

5. The FTU shall notify all nominees of their test results. For nominees who fail the testing, the FTU shall cite the reason and notify the nominee's immediate supervisor.

III. FTO SCREENING, CANDIDATE SELECTION, CERTIFICATION COURSE, AND FTO CERTIFICATION

A. FTO Screening

1. The BFO Deputy Chief shall convene an FTO Screening Panel comprised of the following personnel:
 - a. BFO Deputy Chief (Panel Chairperson);
 - b. All Area Commanders;
 - c. Office of Inspector General Commander;
 - d. Internal Affairs Division Commander;
 - e. Use of Force Subject Matter Expert; and
 - f. FTFC.
2. The FTO Screening Panel shall:
 - a. Collectively review all officers who have successfully completed the FTO testing process;
 - b. Tier officers into groups of candidates consisting of:
 - 1) Exemplary candidates;
 - 2) Candidates who exceed minimum selection standards;
 - 3) Candidates who meet minimum selection standards; and if applicable,
 - 4) Candidates, who, although passed the testing process, fail to meet the FTO Screening Panel's standard.
 - c. Rank the candidates in Tier 1-3 above, in descending, order to create an FTO Eligibility List.

NOTE: Candidates in Tier 4 are disqualified and shall not appear on the FTO Eligibility List.

- d. Present the FTO Eligibility List to the Chief of Police for certification.

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- e. Notify disqualified officers and their immediate supervisor of the reason and advise the candidate they may request a meeting with the BFO Deputy Chief to discuss the circumstances
- f. The FTO Eligibility List shall remain in effect for a period not to exceed 18 months.

B. Candidate Selection Process

1. The FTU shall notify the Chief of Police when FTO openings exist.
2. When needed, the Chief of Police selects candidates from the FTO Eligibility List to attend the POST-Certified FTO Course.
3. The FTU shall notify selected candidates as to the time, date, and location of the course.
4. In the event that a candidate is not selected to attend the POST-Certified FTO Course, the FTU shall notify the candidate and their immediate supervisor of the reason and advise the candidate they may request a meeting with the BFO Deputy Chief to discuss the circumstances.

C. FTO Certification Course

The FTU shall ensure all FTO Certification Courses minimally consist of the following course topics:

1. Professionalism, ethics, and leadership;
2. Expectations, functions, and roles of the FTO;
3. Competency, evaluation, and documentation;
4. Teaching and training skills development; and
5. Legal and liability issues for FTOs.

D. FTO Certification

1. The FTU shall forward a memorandum to the Chief of Police when candidates have completed the FTO Course and provide recommendations as to which candidates best meet the needs of the FTU.
2. Only the Chief of Police may certify an officer as an FTO.

3. The FTU shall notify those candidates certified by the Chief of Police.
4. FTOs shall attend a POST-Certified FTO Update Course at least once every three (3) years to maintain certification.

IV. ASSIGNMENTS, TRAINING SCHEDULES AND RESTRICTIONS

A. Trainee Officer Assignments

1. Upon completion of a Basic Academy or Lateral Officer Transition Course, trainee officers shall be assigned to the Patrol Division to complete the Field Training Program.
2. The FTU shall be responsible for scheduling all trainee officer assignments to include placing trainee officers with an FTO.

In the event not enough FTOs are available, the FTU shall assist in scheduling non-patrol assignments.

3. Officers who have previously completed the Department's Field Training Program, such as rehired officers or officers returning from an extended absence, shall not be assigned to field training.

B. Field Training Schedule

1. The Department's Field Training Program shall consist of 16 weeks of training.
2. Each trainee officer shall complete four (4) field training rotations consisting of four (4) weeks each.
3. Trainee officers shall rotate to a different geographical area of the City during each of the first three (3) rotations;
4. Trainee officers shall rotate to a different FTO during each of the first three (3) rotations and then (when possible) return to his/her first FTO to complete their training;
5. Trainee officers shall be assigned an FTO whenever performing Patrol related duties and shall remain within visual presence of his/her FTO while in the field.

C. Field Training Remedial Extension

1. If a trainee officer's performance is deficient at the end of the 16-week field training cycle, a remedial extension may be granted if the trainee officer's Patrol sergeant believes the trainee officer appears capable of correcting the deficient performance within the remedial four (4)-week period.

The Patrol sergeant shall:

- a. Ensure the trainee officer has been administered a Performance Deficiency Notice (PDN);
 - b. Notify the FTU of the need for a remedial extension; and
 - c. Forward a copy of the PDN directly to the FTU.
2. If a trainee officer's performance reached an acceptable level of improvement during the first remedial extension but he/she did not have enough time to demonstrate their solo officer abilities, a second four (4) week remedial extension may be granted by the BFO Deputy Chief if he/she believes there is a significant likelihood the trainee officer will be able to perform the duties of a solo officer by the end of the second extension.
 - a. The Patrol sergeant shall advise the FTU of the trainee officer's status and request the extension.
 - b. The FTU shall consult with the BFO Deputy Chief to obtain approval or denial.
 - c. The FTU shall notify the Patrol sergeant of the approval or denial.
 - d. If denied, the Patrol sergeant shall follow the procedures set forth for trainee officer removal.

D. Field Training Restrictions

1. Trainee officers shall not perform Patrol related duties unless under the direct supervision of an FTO or Patrol sergeant.
2. FTOs shall not supervise more than one (1) trainee officer at a time.

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3. FTOs shall not supervise a trainee officer while simultaneously assigned as an Acting Sergeant.
4. Trainee officers shall be placed in a non-patrol assignment when no FTO is available.
5. Trainee officers shall not be placed at the Patrol Desk without direct FTO supervision.
6. Trainee officers shall only drive a police vehicle under the direct supervision of a FTO or supervisor.
7. Trainee officers shall not drive or ride in a privately-owned vehicle while in uniform.

V. TRAINEE OFFICER REMOVAL

- A. A trainee officer may be removed from the Field Training Program for unacceptable performance in the following manner:
 1. The trainee officer's Patrol sergeant shall consult with the FTU to determine if a trainee officer's performance has reached an unacceptable level and all reasonable attempts to correct the performance have failed;
 2. If removal is deemed appropriate, the FTU shall notify the trainee officer's Area Captain who shall contact the BFO Deputy Chief to obtain authorization to place the trainee officer on paid administrative leave;
 3. If authorization is granted, the trainee officer's Patrol sergeant shall prepare a memorandum placing the trainee officer on paid administrative leave;
 4. The trainee officer's Patrol sergeant, FTO, and FTU staff (when available) shall serve the trainee officer with the administrative leave memorandum. The trainee officer shall sign and receive a copy of the memorandum with the original placed in the trainee officer's field training file.
 5. The FTU (or Patrol sergeant if no FTU staff member is available) shall collect the following Department-issued equipment from the trainee officer:
 - a. Department-owned basic and safety equipment;
 - b. Star;
 - c. Hat shield;

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- d. Proximity card (if issued);
- e. Call box key;
- f. Identification card; and
- g. Field Training Program Binder.

* If the Patrol sergeant collects the items, he/she shall forward to the FTU.

6. The trainee officer's Patrol sergeant shall prepare a memorandum addressed to the Chief of Police requesting removal of the trainee officer from the Department.
7. The Patrol sergeant shall hand-deliver the memorandum to his/her Area Lieutenant and Captain, obtain their signatures, and forward directly to the FTU for inclusion in the field training file.
8. The FTU shall prepare and place the following documents in the field training file:
 - a. A memorandum addressed to the City Administrator from the Chief of Police requesting the trainee officer's removal;
 - b. A formal "City of Oakland" removal letter addressed to the trainee officer issued by the City Administrator; and
 - c. A cover letter addressed to the Chief of Police listing the documents being forwarded.
9. The FTU shall make a copy of the trainee officer's field training file for the City Administrator and log the date and time the file was forwarded to the City Administrator.
10. The FTU shall forward the file to the City Administrator through the BFO chain-of-command.
11. The FTU shall notify the following of the trainee officer's placement on administrative leave:
 - a. Chief of Police;
 - b. Assistant Chief of Police;
 - c. BFO Deputy Chief;
 - d. Area Commanders;
 - e. Training Section Commander;
 - f. BFO Administrative Officer;
 - g. Fiscal Services Division;
 - h. Personnel Section; and

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- i. Backgrounds and Recruiting Unit Supervisor.
12. The Personnel Section shall ensure the trainee officer's weekly timesheet is prepared while the trainee officer remains on paid administrative leave.
 13. The Office of Chief of Police shall contact the FTU upon return of the trainee officer's file.
 14. The FTU shall log the return of the trainee officer's file.
 15. If removal has been granted, the FTU shall contact Fiscal Services to obtain the trainee officer's final pay check.
 16. The FTU shall arrange a meeting with the trainee officer upon notice from Fiscal Services the final pay check has been prepared.
 17. The FTU shall administer the signed formal removal letter and present the trainee officer with a copy of the letter and his/her final pay check.
 18. The FTU shall walk the trainee officer through the checkout process.
 19. The FTU shall notify the following of the trainee officer's removal:
 - a. Chief of Police;
 - b. Assistant Chief of Police;
 - c. BFO Deputy Chief;
 - d. Area Commanders;
 - e. Training Section Commander;
 - f. BFO Administrative Officer;
 - g. Fiscal Services Division;
 - h. Personnel Section;
 - i. Backgrounds and Recruiting Unit Supervisor; and
 - j. Trainee officer's chain-of-command.

B. Removal of a trainee officer due to safety concerns

When a trainee officer commits an egregious act or omission that compromises his/her safety or the safety of others, the trainee officer may be removed from the Field Training Program.

1. The FTO, Patrol sergeant, or FTU member witnessing or learning of the incident shall notify the BFO Deputy Chief immediately through the trainee officer's chain-of-command.

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2. If the BFO Deputy Chief believes the incident justifies the trainee officer's immediate removal from the Field Training Program, he/she shall authorize the trainee officer be placed on administrative leave and the steps listed for Trainee Officer Removal shall be followed.

VI. LATERAL OFFICER EARLY RELEASE FROM FIELD TRAINING

- A. A lateral officer may be released early from the Field Training Program if the officer:
 1. Possesses a current POST Basic Certificate;
 2. Has a minimum of one (1) year prior solo patrol experience during previous employment;
 3. Has received consistently acceptable or better Daily Observation Reports; and
 4. Has completed the Field Training Workbook.
- B. The Patrol sergeant shall;
 1. Confirm all early release requirements have been met and notify the FTU;
 2. Complete a Lateral Officer Early Release Report (TF-3313);
 3. Obtain endorsements from his/her Area Lieutenant and Captain; and
 4. Deliver the memorandum directly to the FTU.
- C. The FTU shall:
 1. Forward the Lateral Officer Early Release Report to the Chief of Police through the BFO Administration chain-of-command;
 2. Notify all involved parties of the approval or denial; and
 3. Notify the BFO Administrative Officer of any officer approved for early release.

VII. FIELD TRAINING MEETINGS

- A. Weekly Conference

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1. The trainee officer and his/her FTO shall meet at the conclusion of each training week with their Patrol sergeant or in his/her absence, another Patrol sergeant to review the trainee officer's progress.
2. If a trainee officer's performance is deficient, the Patrol sergeant shall contact the FTU, as needed, to discuss training and/or remediation strategies, and, if warranted, prepare and administer a PDN.

B. Personal Interviews

1. The FTU shall conduct a personal interview with each trainee officer prior to the trainee officer rotating from one FTO to the next to allow the trainee officer an opportunity to raise any questions or concerns about the quality of training received.
2. Prior to conducting the personal interview, the FTU shall advise the trainee officer that he/she may report misconduct directly to the IAD Commander or the FTU staff. All reasonable attempts shall be made to maintain confidentiality, if requested. Officers may report misconduct anonymously to the IAD Commander or the FTU staff at any time.

C. Staff Meetings

The FTU shall facilitate staff meetings every four (4)-weeks when trainee officers are assigned to field training.

1. The following personnel shall attend staff meetings:
 - a. FTOs training or receiving a trainee officer; and,
 - b. Patrol sergeants who receive a trainee officer into their squad (except for Patrol sergeants who are receiving a trainee officer on his/her first field assignment following graduation).
 - c. FTOs directed to attend for development and/or training purposes.
2. Overtime is only authorized for attendance on a regular work day.
3. FTU staff shall discuss the performance of trainee officers in field training and assist FTOs and Patrol sergeants with developing training and teaching strategies.

D. Focus Group Sessions

The FTPC or designee and a member of the Training Section shall conduct Focus Group Sessions with graduates of each Basic Academy and Lateral Officer Transition Course.

1. Trainee officers shall be selected randomly to attend.
2. The first session shall be conducted at the mid-point of field training, the second session following the completion of field training, and the final session within six (6) months of the completion of field training.
3. Sessions shall be used to determine consistency between what is taught in the Basic Academy and Lateral Officer Transition Course with that taught in the Field Training Program, as well as identify any teaching or training practice that may not meet program or Departmental standards.
4. The FTPC shall prepare a memorandum to document the feedback of each session and forward to the following:
 - a. Chief of Police;
 - b. BFO Deputy Chief;
 - c. Training Section Commander; and
 - d. Academy Training Coordinator.
5. If a substantial discrepancy is identified the FTPC shall consult the Department's subject matter expert (SME) for that particular training area to obtain a recommendation for correcting the discrepancy.

E. Quarterly Panel Review

The FTU shall arrange a Quarterly Panel Review to discuss the feedback from Focus Group Sessions held within 30 days of the end of each calendar quarter.

1. The following members shall attend:
 - a. BFO Deputy Chief;
 - b. Bureau of Services Deputy Chief;
 - c. Training Section Commander; and
 - d. FTPC.

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2. The panel shall discuss all discrepancies identified during the Focus Group Sessions and determine a course of action for each.
3. The panel shall consider SME recommendations for substantial discrepancies prior to making a determination as to the course of action to ensure the Academy and Field Training Program practices are consistent. If changes in practice or policy are needed, the Panel shall ensure those changes are implemented as soon as practical.
4. If the panel determines a discrepancy is due to an FTO or group of FTOs, rather than the program as a whole, the panel shall determine whether the discrepancy is serious enough to warrant FTO removal from the program.
5. The FTFC shall prepare a memorandum documenting the results of the Quarterly Panel Review and forward to all involved parties and the Chief of Police.

F. Annual FTO Review

1. The BFO Deputy Chief shall convene an Annual FTO Review Panel comprised of the following personnel:
 - a. BFO Deputy Chief (Panel Chairperson)
 - b. Area Commanders;
 - c. Office of Inspector General Commander;
 - d. Internal Affairs Division Commander;
 - e. Use of Force Subject Matter Expert; and
 - f. FTFC
2. The Annual FTO Review Panel shall:
 - a. Collectively review the performance of the FTU and all FTOs in the program;
 - b. Identify and recognize exceptional work; and,
 - c. Identify performance concerns of any FTO or FTU staff and suggest follow up actions to include:
 - 1) Monitoring; or
 - 2) Removal.

- d. The FTU shall prepare and forward a memorandum documenting the proceedings of the Annual FTO Review Panel to the members of the Panel.
- e. The FTU shall enter pertinent information regarding FTOs into the appropriate FTO Notes File.

VIII. FTO DECERTIFICATION

A. FTO decertification SHALL occur under the following conditions:

1. An FTO is promoted to a rank higher than Police Officer.
2. An FTO is physically transferred¹ to a position other than a Patrol Officer, Foot Patrol Officer or an Officer in specific field based unit position, as designated by the Chief of Police, authorized to serve as an FTO.
3. An FTO is assigned on a voluntary loan that exceeds 90 days.
4. An FTO is placed on an administrative transfer due to illness or injury that exceeds 90 days from the date of transfer.
5. An FTO requests decertification by preparing and forwarding a memorandum through his/her chain-of-command to the Chief of Police and obtains the endorsement of the Chief of Police.
6. An FTO fails to receive an "Overall" fully effective performance appraisal.
7. An FTO is placed on a Performance Deficiency Notice.
8. An FTO is the subject of any of the following Class 1 complaints where the presumptive finding² is determined to be sustained:
 - a. Excessive force;
 - b. Unlawful arrest;
 - c. False testimony;
 - d. Racial, ethnic, sexual orientation or gender based discrimination or slurs; or

¹ Example: When an officer is transferred and is loaned back to Patrol to continue to participate as an FTO, he/she shall not be de-certified. There shall not be any lapse of time between the transfer and the loan back to Patrol.

² A presumptive finding is when the preponderance of the current facts of the case would indicate a sustained finding is forthcoming.

- e. Other serious examples of police misconduct.
9. The BFO Deputy Chief shall review all complaints involving FTOs during the Monthly IAD Review and contact the IAD Commander to determine the presumptive sustained finding of all known Class 1 complaints.
 - a. If a negative finding is presumed, the BFO Deputy Chief may recommend to the Chief of Police to postpone decertification until the final disposition of the investigation.
 10. The BFO Deputy Chief shall notify the FTU of the decision and forward all documentation to the FTU.
- B. FTO decertification MAY occur under the following conditions:
1. The FTO fails to maintain an acceptable level of conduct as determined by a sustained finding by the IAD or CPRB; or receives multiple complaints that demonstrate a pattern of disregard for policy or procedures.
 2. The FTU shall prepare a memorandum recommending decertification or retention of an FTO whenever a sustained IAD finding has been received or a pattern of disregard for policy or procedures appears to have developed.

The memorandum shall be forwarded through the chain-of-command to the Chief of Police.
 3. When the reduction in field training requires fewer FTOs. Decertification shall occur based on program needs.
- C. Any member decertified for substandard performance or behavior may request a meeting with the BFO Deputy Chief.

IX. FTO RECERTIFICATION

FTO recertification MAY occur under the following conditions:

- A. An officer who was certified as an FTO within the past five (5) years and currently working as an officer in Patrol, Foot Patrol or in a specific field based unit, as designated by the Chief of Police, authorized to serve as an FTO may be recertified in the following manner:
 1. Notify his/her Patrol sergeant that he/she requests FTO recertification.

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2. The officer's Patrol sergeant shall verify the officer meets the qualifications listed in Part II, B, 1-10 and completes an FTO Nomination/Recertification Questionnaire.
 3. The officer's Patrol sergeant shall forward the completed questionnaire directly to the FTU or provide the member with a reason for the denial.
- B. The FTU shall:
1. Locate the officer's Field Training File;
 2. Complete an FTO Nomination/Recertification Matrix Report;
 3. Obtain all Use of Force reports for a period of 30 months preceding the recertification request;
 4. Prepare an Area Command Review Report for each commander in the officer's chain-of-command;
 5. Prepare a BFO Deputy Chief Review Report; and,
 6. Place all Reports in the officer's Field Training File and forward through the officer's chain-of-command to the Chief of Police for endorsement.
- C. Area Command Review:
1. Patrol commanders shall review the officer's Field Training File;
 2. Complete the Area Command Review Report, to include specific reasons to support or deny the officer's recertification request; and,
 3. Forward Field Training File through the chain-of-command to the BFO Deputy Chief.
- D. BFO Deputy Chief Review:
1. Review the officer's Field Training File;
 2. Review the Area Command Review Report and endorsements provided by commanders;
 3. Complete a BFO Deputy Chief Review Report, to include citing specific reasons to support or deny recertification; and
 4. Forward to the Chief of Police.

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E. FTO Recertification:

1. Upon notification from the Chief of Police, the FTU shall advise the officer of the Chief's decision.
2. An officer must have attended a POST FTO Course or POST FTO Update Course within the past three (3) years prior to being recertified
3. An officer not recertified may schedule a meeting with the BFO Deputy Chief.
4. Recertification of FTOs, decertified due to the reduction in field training, shall be based on program needs.

X. WRITTEN REPORTS, DUE DATES, AND DISTRIBUTION

A. Daily Observation Report (DOR) TF-3140a

1. Every FTO who supervises a trainee officer shall complete a DOR beginning the second week of field training.
2. If a trainee officer is absent or placed in a non-field assignment the assigned FTO shall complete a DOR. All categories shall be marked "Not Observed" (N.O.) and the FTO shall indicate the reason for the non-field assignment.
3. The FTO shall review the DOR with the trainee officer at the conclusion of the shift or no later than the beginning of the next shift and obtain the trainee officer's signature acknowledging the review;
4. At the conclusion of the work week, the FTO shall review all DORs with his/her Patrol sergeant and obtain the Patrol sergeant's signature acknowledging the review;
5. The trainee officer shall make a copy of the signed DORs and place the copy in his/her field training binder.
6. The FTO shall ensure the original DORs are forwarded directly to the FTU no later than the start of the trainee officer's next work week.
7. The FTU shall review all DORs to monitor the development of each trainee officer and provide feedback to trainee officers, FTOs, and Patrol sergeants when necessary to address poor performance.

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B. Weekly Progress Report (WPR) TF-3143

1. The Patrol sergeant (or Acting sergeant who has received the required update training) shall prepare a WPR at the completion of a trainee officer's work week to provide the trainee officer with feedback on his/her progress.
2. The sergeant shall review the WPR with the trainee officer and obtain a signature to acknowledge the review.
3. The sergeant shall forward the WPR directly to the FTU no later than the start of the trainee officer's next work week.
4. The WPR should be completed by the trainee officer's Patrol sergeant; however, if that sergeant is unavailable the WPR may be completed by any Patrol sergeant. If the trainee officer's FTO is unable to locate a Patrol sergeant to complete the WPR he/she is authorized to notify their Patrol commander to designate a sergeant to complete the WPR.

C. Trainee Officer Log (TF-3227)

Trainee officers shall prepare and forward a Trainee Officer Log directly to the FTU at the conclusion of each work week.

D. End of Phase Report (TF-3142)

The FTO shall complete an End of Phase Report at the conclusion of field training weeks 4, 8 and 12 when providing field training services. If a trainee officer is extended, the FTO shall also complete an End of Phase Report at the conclusion of week 16.

E. Personal Interview Questionnaire (TF-3237)

Prior to a trainee officer rotating from one FTO to another, the FTU shall complete a Personal Interview Questionnaire to provide the trainee officer with an opportunity to raise any questions or concerns he/she may have about the quality of training received.

1. The FTU shall contact the responsible FTO or Patrol sergeant to address any questions or concerns regarding the quality of training provided by the trainee officer.
2. The FTU shall report any violation of Departmental General Order M-3, **COMPLAINTS AGAINST PERSONNEL OR PROCEDURES** to the Internal Affairs Division

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3. The Personal Interview Questionnaire shall contain a disclaimer advising trainee officers they may report misconduct directly to the IAD Commander or FTU staff, with all reasonable attempts made to maintain confidentiality, if requested. Trainee officers may also report misconduct anonymously to either the IAD or the FTU.
- F. Trainee Final Evaluation Report (TF-3242)
1. The FTU shall complete a Trainee Final Evaluation Report for each officer who successfully completes the Field Training Program.
 2. The FTU shall obtain a signature from the officer, the final FTO, the officer's commanders, and the BFO Deputy Chief to acknowledge the officer's completion of the program.
 3. The FTU shall place a copy of the report in the officer's field training file and forward copies to the:
 - a. Trainee officer;
 - b. Final FTO; and
 - c. Personnel Section.
- G. Completion and Competency Attestation Report (TF-3231)
1. The FTU shall complete a Completion and Competency Attestation Report for each trainee officer who successfully completes the Field Training Program.
 2. The FTU shall obtain signatures on the report from the FTPC, FTO, officer, and Chief of Police to acknowledge the officer has received all required training and has attained the necessary level of competency to work as a solo Patrol officer.
 3. The FTU shall place the report in the officer's field training file.
- H. FTO Evaluation Report (TF-3144)
1. The FTU shall prepare an FTO Evaluation Report and forward to each officer who successfully completes the Field Training Program.
 2. The officer shall complete the report and return it to the FTU within seven (7) calendar days of receipt of the report.
 3. The FTU shall not provide the name of an officer who completes an FTO Evaluation Report to any FTO.

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4. The report shall contain a disclaimer advising trainee officers they may report misconduct directly to the IAD Commander or FTU, with all reasonable attempts made to maintain confidentiality, if requested. Trainee officers may also report misconduct anonymously to either the IAD or the FTU at any time.
 5. The information submitted by each officer shall remain anonymous unless the FTU believes the officer has reported a violation of Departmental policy, which shall be investigated in accordance with Department General Order M-3, COMPLAINTS AGAINST DEPARTMENT PERSONNEL OR PROCEDURES.
 6. The FTU shall provide evaluation information to FTOs as a group concerning program effectiveness and shall meet with FTOs individually, as needed, to discuss deficiencies and recommend methods for improving training and teaching practices.
 7. The FTU shall forward reports to each evaluated FTO, all members within the FTO's chain-of-command, the Training Section Commander, and the Chief of Police.
- I. Field Training Program Evaluation Report (TF-3228)
1. The FTU shall prepare and forward a Field Training Program Evaluation Report to each officer who successfully completes the Field Training Program to assess the degree to which the Field Training Program reflected Departmental policies, procedures, and values taught in the Basic Academy or Lateral Officer Transition Course.
 2. The officer shall complete the report and return it to the FTU within seven (7) calendar days of receipt of the report.
 3. The FTU shall review and forward reports to the BFO Commander for review.
 4. The FTU shall provide evaluation information to FTOs and Patrol sergeants as a group concerning the effectiveness of the Field Training Program.
- J. Annual FTO Evaluation Report (TF-3221)
1. The FTU shall prepare an Annual Field Training Officer Evaluation Report for each FTO to document the officer's overall performance in the Field Training Program no later than 30 days prior to the officers Annual Performance Appraisal.

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2. The FTU shall forward the report to the FTO, members of the FTO's chain-of-command, the Training Section Commander, and the Chief of Police.

K. FTO Notes File

The FTU shall maintain an FTO Notes File to document positive and negative issues related to performance and any corrective action, when necessary. The FTU shall include information contained in the file when completing an officer's Annual FTO Evaluation Report.

XI. FIELD TRAINING PROGRAM INCENTIVES

A. Incentive Pay

1. FTOs shall receive incentive pay in accordance with the governing Memorandum of Understanding (MOU).
2. FTOs shall receive incentive pay:
 - a. When assigned to Patrol, Foot Patrol or in a specific field based unit, as designated by the Chief of Police, authorized to serve as an FTO; or
 - b. When providing direct assistance to the FTU.

B. Promotional Incentives

FTOs shall receive promotional incentives in accordance with the governing MOU.

C. Administrative Day

1. FTOs who provide six (6) months of continuous service shall receive one (1) Administrative Day.
2. The use of the Administrative Day shall be determined by Area Command policy.

D. Chevrons

A FTO shall be authorized to wear the two-stripe chevrons as defined in Departmental General Order C-1, UNIFORM AND EQUIPMENT.

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E. FTO Insignia Pin

FTOs, and those officers who served as an FTO for a total of three (3) years (may be non-consecutive periods), may wear the silver FTO insignia pin, unless decertified for cause.

F. Departmental Instructors

FTOs shall receive priority selection as Departmental instructors.

G. FTO of the Year Award

1. Officers eligible for the FTO of the Year award must be assigned to Patrol or Foot Patrol and have provided at least three (3) months of continuous service as an FTO during the calendar year.
2. FTOs, Patrol sergeants, and officers trained within the calendar year are eligible to vote for the FTO of the Year.
3. The FTU shall prepare a ballot listing those FTOs eligible for the award and forward the ballot to all eligible voters no later than the last day of the calendar year.
4. The FTU shall present the FTO with the most votes the FTO of the Year Award.

XII. FIELD TRAINING PROGRAM REVIEW

A. Monthly IAD Review

1. The FTU shall prepare and forward a list of current FTOs, officers on the Eligibility List, and officers in the FTO testing process to the IAD at the conclusion of each month for a complaint history review to ensure program standards are maintained.
2. The IAD shall compile all open and closed case complaint history information related to the list of names provided and forward the information to the FTPC.
3. The FTPC shall document all new complaint information and closed case dispositions on the Monthly IAD Review Report and forward to the BFO Deputy Chief for review.
4. The BFO Deputy Chief shall review all complaints and direct the FTPC to address follow up requirements, as well as determine if cause exists to remove or disqualify any program personnel.

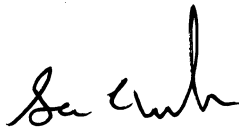
DEPARTMENTAL GENERAL ORDER
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5. The BFO Deputy Chief shall contact the IAD Commander to determine the presumptive finding for an open Class 1 complaint to determine if a recommendation for FTO removal is appropriate.
 6. Personnel removed from the program may request a meeting with the BFO Deputy Chief.
- B. The FTU shall, as soon as practical, address inconsistent or problematic teaching and training practices of any FTO and document the corrective action taken in the FTO Notes File.
- C. The FTU shall conduct random audits of the Field Training Program to ensure all reports and evaluations have been received, are complete, and filed accordingly, and the standards for FTOs are maintained.
- D. The FTU shall monitor POST program changes, evaluate industry standards, and solicit suggestions and comments from Departmental personnel regarding ways to maintain an efficient and effective Field Training Program.

By order of

Sean Whent
Chief of PoliceDate Signed: 6-2-14



QUESTIONS? EMAIL OIG@OAKLANDCA.GOV

OIG Annual Report

OFFICE OF THE INSPECTOR GENERAL CITY OF OAKLAND

Attachment 7



Photo Credit: Gary L. Smith

FISCAL YEAR 2022 AND 2023: ANNUAL REPORT

Police Commission Regular Meeting 9.28.23
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As the director of Oakland's Office of the Inspector General (OIG) appointed January 1, 2022, it brings me great joy to present the office's fiscal year 2022-2023 Annual Report. Through Measure S1, passed in 2020 by over 80% of Oakland voters, the OIG was established to strengthen the City's ongoing police reform efforts. Since its inception, the OIG has worked diligently to deliver on its mission to ensure police accountability, enhance community trust, and increase transparency. Every staff member in the OIG takes great pride in being both an effective and ethical public servant, who is accountable to the residents of Oakland.

This document will guide readers through the office's first year and a half of operation. Readers will learn more about the OIG's organizational structure, public reports, budgeted resources, community outreach, and educational activities. In each section, they will also see that the OIG centers its efforts around the values of integrity, impartiality, community, and prudence. The essence of the OIG's day-to-day operations is to serve members of our local community, by encouraging and fostering a culture of accountability via oversight for the Oakland Police Department (OPD), Community Police Review Agency (CPRA), and the entire City of Oakland.

Over the past 18 months, my focus has been advocating for staffing resources, crafting standard operating procedures, job descriptions, and requesting a budget that would help the OIG fulfill its requirements. I have also been garnering as much knowledge as possible about policing in Oakland and its impact on the Oakland community. However, with limited resources the OIG was still committed to completing reviews. I am happy to say that we were able to release four reports to advance an effective police department and oversight structure. For community members who would like to read these documents for themselves, they are available on the OIG's website.

Alongside the OIG's substantive work, the office also partnered with non-profit organizations, residents, and fellow public servants, to engage Oakland's diverse community. Educating residents on the functions of the office, while also garnering feedback and insight, has allowed the OIG to build a strong rapport with Oaklanders. Via in-person and digital engagements, including ongoing social media campaigns, the OIG provides a direct line for community members to grow and cultivate the office.

It is such a pleasure to showcase what the OIG has accomplished thus far, understanding there is much more to be done. On behalf of the office, I would like to express my appreciation for the City of Oakland, as well as members of the community, for the ongoing support and civilian oversight reform efforts. The OIG looks forward to providing this city with the civilian oversight needed to establish a sound and constitutional public safety system.

Sincerely,



Inspector General Michelle N. Phillips
City of Oakland, Office of the Inspector General



AUTHORITY & SCOPE

In 2016, residents of the City of Oakland voted to approve Measure LL. This measure established the Oakland Police Commission, which is charged with overseeing the OPD policies and procedures as they relate to constitutional policing, procedural justice, equity, and accountability. Measure LL also established the CPRA, which is tasked with independently investigating public complaints of police misconduct.

In 2020, Measure S1 was passed and amended Measure LL, strengthening the City of Oakland's police reform efforts. Measure S1 established the OIG, tasking the office with overseeing OPD's compliance with policies, procedures, and laws, particularly those stemming from the Negotiated Settlement Agreement (NSA). Measure S1 specifically outlines the following jurisdiction for the OIG:

The OIG shall audit the Department's compliance with the fifty-two (52) tasks described in the Settlement Agreement in United States District Court case number COO-4599, Delphine Allen, et al., v. City of Oakland, et al., and make recommendations to the [OPD], the [Oakland Police] Commission, and the City Council based on its audit(s), even after the Settlement Agreement expires. The OIG may review legal claims, lawsuits, settlements, complaints, and investigations, by, against, or involving the Department and the [CPRA], to ensure that all allegations of police officer misconduct are thoroughly investigated, and to identify any systemic issues regarding Department and Agency practices and policies. The OIG shall have access and authority to review Department data, investigative records, personnel records, and staffing information, as permitted by law, for the purpose of conducting audits of the [OPD].

Ultimately, the OIG aims to enhance the effectiveness of OPD and CPRA by submitting recommendations. In this moment, building a stronger relationship between police officers and those they serve is paramount to improving public safety. Transparency will be key to repairing this relationship, which is why the OIG works to create greater visibility around the dynamics of policing, and civilian oversight in the City of Oakland.



MISSION

The mission of the OIG is to ensure accountability, enhance community trust, and increase transparency via fair and thorough assessments of OPD's compliance with the law and departmental policies.

VISION

The OIG's vision is to build an effective, independent, and civilian operated, police oversight body that maintains a culture of impartiality, transparency, and accountability in its work.

VALUES



Strategic Planning Session with Unity Council: Fruitvale

Greater San Francisco Bay Area Urban League Empowerment Awards and Soiree 2022

Civilians Office of Police Accountability Peoples Academy 2023

PRINCIPLES & STANDARDS

The following principles shall guide and govern all the work conducted by the OIG. As an organization, the OIG will assess all actions, decisions, and reports against these principles to ensure the office meets professional standards outlined by the Association of Inspectors General and National Association for Civilian Oversight of Law Enforcement:

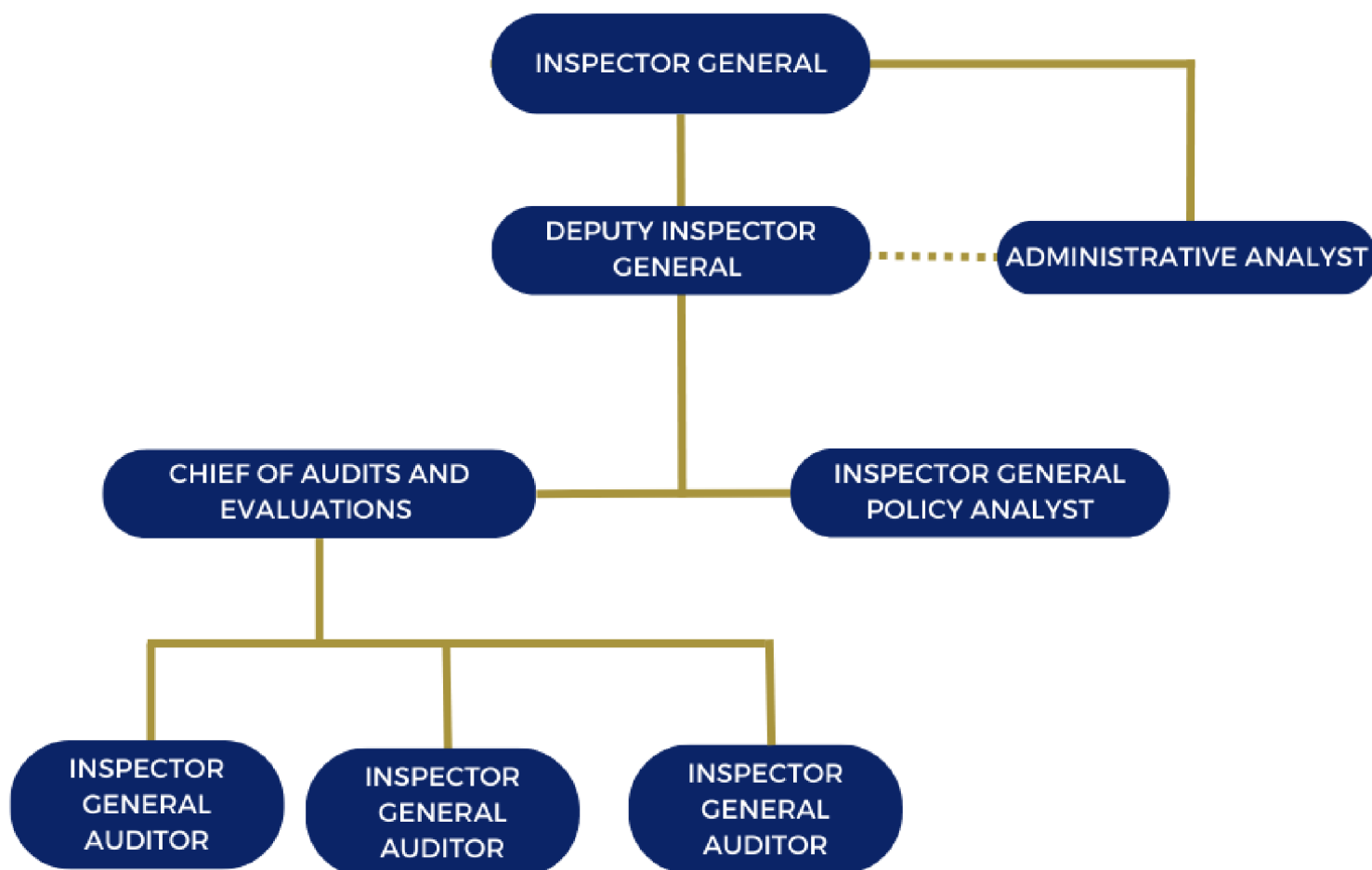
- ACCESSIBILITY
- COLLABORATIVE
- COMMUNICATION
- COMPETENCE
- CONFIDENTIALITY
- COOPERATION
- COURAGE
- ETHICAL
- INDEPENDENCE
- INTEGRITY
- OBJECTIVITY
- PROFESSIONAL DEVELOPMENT
- PROFESSIONALISM
- PUBLIC ACCOUNTABILITY
- RELEVANCE
- TIMELINESS
- TRANSPARENCY

Association of Inspectors General: <https://inspectorsgeneral.org/>

National Association for Civilian Oversight of Law Enforcement: <https://www.nacole.org/>



OIG ORGANIZATIONAL CHART



Still in its infancy, the OIG has been working with the City Administration to identify the appropriate level of staffing. With the support of the City of Oakland, the office was budgeted 8 fulltime positions. Unfortunately, the OIG has been operating with Exempt Limited Duration Employees (temporary staff members) during this time as we identify permanent staff needs. To fill these budgeted positions, the OIG will recruit individuals with the proper skill sets, commitment to community, and self-accountability required to be effective and efficient in civilian oversight. Staff must also have an understanding of the diversity, equity, and inclusion challenges across communities, particularly those in historically marginalized groups. The OIG is dedicated to filling all positions with full-time permanent staff members in the next year, to support the work and stabilize the office.

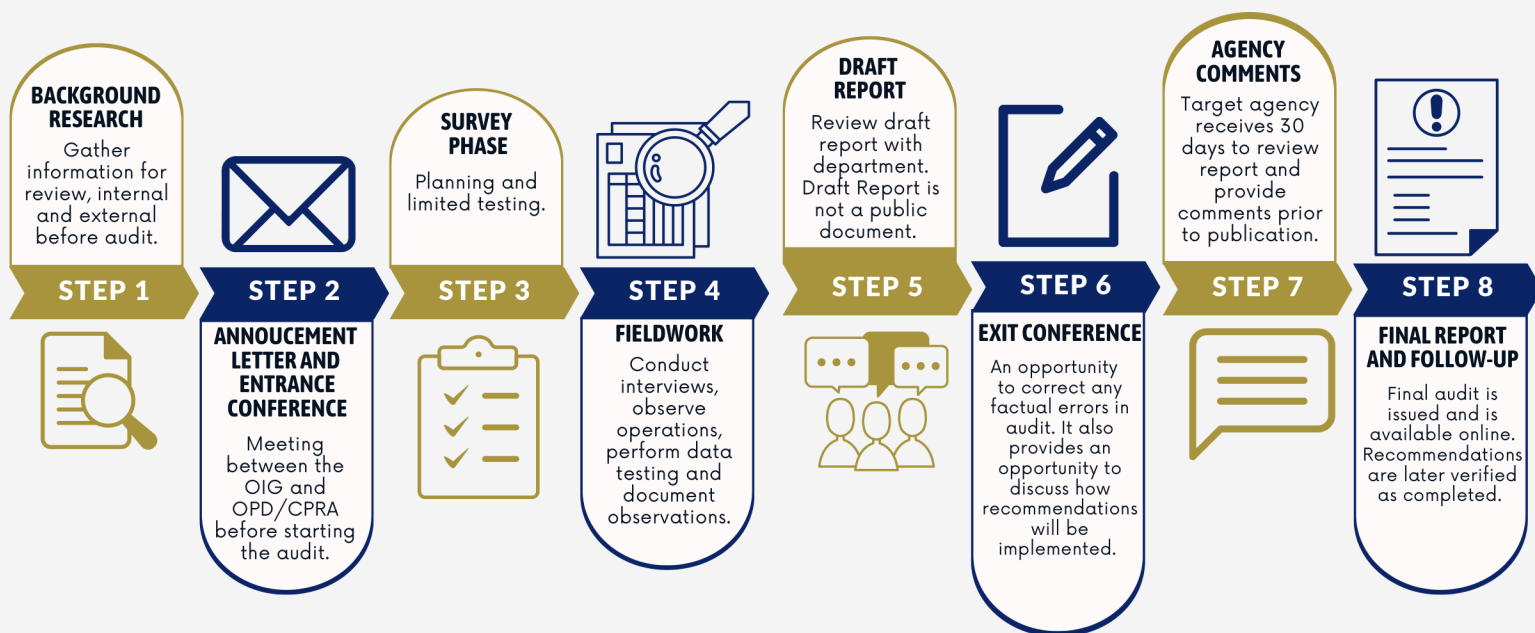
OIG OVERVIEW: AUDITS, EVALUATIONS & INSPECTIONS

The OIG conducts program and performance-focused audits, evaluations, inspections, and reviews of OPD and CPRA. Following its discovery and findings, the OIG makes recommendations to improve the policies, procedures, and practices of these entities.

The goal of performance audits is to determine whether or not CPRA and OPD are following the directives outlined in their Standard Operating Procedures, Manual of Rules, the law, and other relevant policies. The OIG's audit priorities are set by legislative requirements, developing trends, and identified issues imbedded within OPD.

Additionally, mounting community concern with current police practices may induce an audit. As required, the Audit Section will assess whether OPD or CPRA personnel are complying with existing policies and procedures and makes recommendations to strengthen compliance and decrease risk. These reports are presented to the appropriate action holder for their review, approval, and subsequent implementation.

PERFORMANCE AUDIT PROCESS OFFICE OF THE INSPECTOR GENERAL



OIG REVIEW: INVESTIGATIONS AND POLICY REVIEWS

Investigative Case Review

The primary focus of reviewing closed complaints and investigations, by CPRA and OPD's Internal Affairs Division (IAD), is to identify potential breaches in policy during their complaint intake and investigative process. Therefore, the OIG is required to complete investigative reviews to recommend revisions to current departmental policies and procedures, that will assist in effective accountability. These reviews are a priority task for fiscal year 2024.



Policy Review

The OIG is also tasked with reviewing existing OPD and CPRA policies and procedures. Following the completion of a review, the OIG may recommend changes to existing policies or the creation of new policies. If applicable, the office will use information derived from an audit, review, inspection or evaluation to inform its recommendations. Reviews can also be initiated and informed by a community concern with an OPD or CPRA policy, procedure or practice.



OIG PUBLIC REPORTS

Transparency is a guiding principle of the OIG. In its work the OIG strives to complete all audits, reviews, inspections and evaluations in a timely manner. The OIG releases its reports to the public in accordance with applicable laws and policies. All reports and corresponding audit responses are available for public review on the OIG website. In 2022, the OIG released four public reports, summarized below.



Released July 8, 2022

Limited Scope Preliminary Review Report of Investigation

The OIG conducted a preliminary review into the practice of IAD providing Reports of Investigations to CPRA, prior to CPRA's completion of their independent investigations. In addition to the analysis of several relevant documents and policies, the preliminary review included rigorous discussions with OPD and CPRA, as well as legal guidance from the Oakland City Attorney's Office.

From this review, the OIG found that the Internal Affairs Division sent draft Reports of Investigations to CPRA, per their request. CPRA contended that the practice was inherited from past management. CPRA also noted that IAD has more resource, and therefore are able to complete their investigations faster.

The OIG recommended this practice of draft report sharing be discontinued immediately, to ensure each entity completes parallel independent investigations. The OIG also recommended that CPRA establish Standard Operating Procedures in accordance with the enabling ordinance.



Released March 2, 2023
Report of Review

At the end of September 2022, the OIG received a telephone call from an Oakland resident inquiring about the availability of mediation programs for community members seeking to remedy an issue with an OPD officer. This request prompted the OIG to review the status of the required mediation program, outlined in the Oakland Municipal Code – sections §2.45.070 and §2.46.060. Mediation is a form of dispute resolution that allows space for impacted parties to meet and discuss ways to resolve a problem. An effective OPD mediation program would provide community members and the officer the opportunity to safely and directly discuss the resident's complaint, via a third-party mediator.

The OIG identified two sections within the City of Oakland Municipal Code, that outlines the duties and functions of the Police Commission, CPRA, and OPD, as it relates to the development and implementation of a mediation program. To ensure relevancy, the OIG reviewed applicable City documents to capture the deferred timeline for the mediation program implementation.

The OIG reviewed other law enforcement and police oversight agencies with reported success with mediation programs to include the Pasadena Police Department, the City of Seattle's Office of Police Accountability, and the Atlanta Citizen Review Board (ACRB). The OIG spoke to National Association for Civilian Oversight of Law Enforcement (NACOLE) representatives, that offered ACRB's model as an option for the City of Oakland to consider.

The OIG recommended that the Police Commission, OPD, and CPRA, should discuss and solidify the parameters of a sustainable program, particularly the details of its implementation. Additionally, the OIG noted that all parties should work together to ensure that the implementation strategy and program plan are memorialized. Lastly, the office recommended that they collaborate with community members, and subject-matter experts, for optimal planning and implementation.



Released March 22, 2023

Recommendation for Staffing Study & Resource Analysis Report

Prior to the appointment of the Inspector General being appointed, the City Council voted to have the OIG complete an audit of a particular operation. Before completing an audit of calls for service, the OIG recommended that the City of Oakland conduct a staffing study and resource analysis of the OPD. After a review of some of the data, the OIG was unable to identify a staffing baseline for OPD, which can be used for a benchmark for success. Upon completion of the staffing study, or a similar review, interested stakeholders would be able to:

- Identify current resources
- Determine the number of officers needed in a particular geographic area
- Decide how staffing and operational resources should be allocated

In its research, the OIG reviewed contextual information and study methodologies from the National Institute for Criminal Justice Reform (NICJR). After several meetings with the NICJR and a review of previous OPD studies, audits, and assessments, the OIG determined that the City of Oakland must establish a baseline for the number of officers and resources needed to properly respond to calls for service within each geographic area in Oakland.

Consequently, the OIG recommended that the City of Oakland allocate funding resources for a staffing study and resource analysis to be completed. The City of Oakland's City Council responded in support of this recommendation, and allocated funding for its study.



Released March 30, 2023

Public Report

After a routine review of the City of Oakland Municipal Code, the OIG reminded the Police Commission of Enabling Ordinance section §2.45.120 – Authority of the Ethics Commission, which outlines the intersection of information sharing.

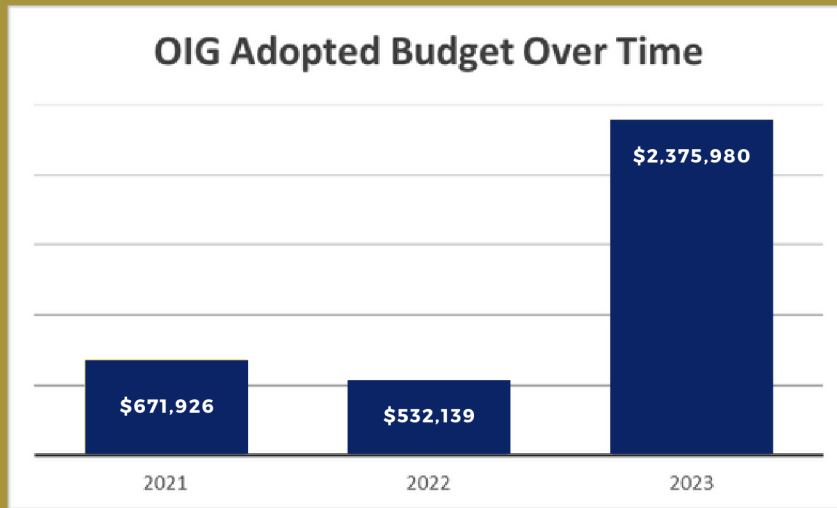
The OIG met with the Ethics Commission staff, to discuss how to procedurally enact this provision and ensure they have the necessary information for review and/or enforcement action, if required.

The OIG recommended that the Police Commission develop a policy and procedure that tracks information requests from the Police Commission to the City of Oakland Departments. Additionally, the office recommended that the Police Commission develop criteria to determine when they would initiate an ethics complaint, in accordance with Enabling Ordinance section §2.45.120. This provision would allow enforcement action should the Police Commission not receive information, they are legally entitled to receive to hold OPD accountable.

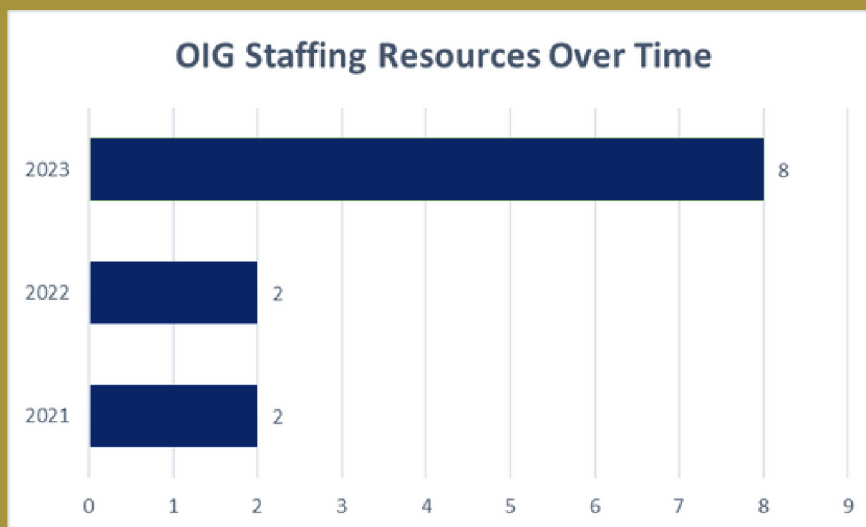


BUDGET PROGRESSION

Oakland City Charter Section 604(e)1 states, "The City shall allocate a sufficient budget for the Commission, including [CPRA] and the OIG, to perform its functions and duties as set forth in this Charter section 604, including budgeting." Since its inception, the OIG has evolved significantly, with an overall increase in its budget and resources through the current fiscal year. In Fiscal Year 2022, for five months, the Inspector General was the only position filled. The other position was filled with a temporary staff member at the very end of the fiscal year.



Throughout her tenure, the Inspector General advocated to increase the OIG's budgeted staffing positions. From 2021 to 2023, the OIG budgeted staff positions have grown from two full time permanent staff positions to eight. Once fully staffed with permanent employees, the additional resources will allow the office to conduct more timely audits, reviews, evaluations, and inspections.



COMMUNITY OUTREACH

The OIG is determined to build and strengthen its relationships with Oakland's community members. The office regularly participates in local engagement activities, such as professional development workshops, cultural celebrations, and community meetings. These community outreach and education efforts bring transparency and community partnerships to our work. To aid in our educational and engagement goals, we have launched two social media campaigns to answer the community's frequently asked questions (#FAQFridays) and elevate their perspectives around safety and oversight (#CandidConversation). The office's social presence continues to grow daily, increasing the OIG's ability to reach audiences most impacted by police misconduct.



Metropolitan Chamber of Commerce Board Induction



Oakland Peace Summit Planning Workshop



District 4 Public Safety Townhall



Youth Safety Conference with Higher Ground

CONCLUSION

With tremendous work ahead, the OIG will continue to strive to deliver on its mandate to protect the civil rights of individuals who interact with OPD and ensure police accountability. Via independently and objectively examining the operations of OPD and CPRA, the office looks forward to building a stronger public safety system. The OIG remains deeply grateful for the partnership of stakeholders across Oakland.

CONTACT US

Electronic copies of the OIG's reports, strategic plans, and brochures are available for download in a portable document format (PDF) on the City of Oakland Office of the Inspector General website. For questions concerning the contents of this report, please contact the office at (510) 238-2916.



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Phone: (510) 238-2916

Email: oig@oaklandca.gov

Website: oaklandca.gov/departments/inspector-general





CITY OF OAKLAND | POLICE COMMISSION
250 FRANK H. OGAWA PLAZA, SUITE 6302 • OAKLAND, CA 94612

Current Committees

Ad Hoc Committee	Commissioners
Budget	Milele, Jordan, Jackson-Castain
Body Worn Camera Policy	Peterson and Hsieh
Community Outreach	Howell, Jordan, Ordaz
CPRA Policies	Ordaz, Jackson-Castain, Peterson
Community Policing DGO 15-01	Hsieh and Howell
Integrity of Witnesses (Informants Policy)	Hsieh, Howell, Jackson
Militarized Equipment Policy	Hsieh, Jackson-Castain, Jordan
Negotiated Settlement Agreement	Hsieh and Milele
Racial Profiling Policy	Committee of the Whole
Rules of Procedure	Hsieh, Howell, Jackson-Castain
Staff Searches (CoS, Chief)	Milele, Jordan, Howell
Staff Evaluations (IG, CPRA)	Jordan and Howell
OBOA Allegations	Jackson and Ordaz

Recently Completed/Paused/Dormant

Ad Hoc Committee	Commissioners
Annual Report	Jackson and Peterson
Antidiscrimination Policy	<i>Harbin-Forte</i> , Hsieh, Jackson
Electronic Communication Devices	Howell, <i>Harbin-Forte</i> , Peterson
Police Chief Goals and Evaluation	Milele, Peterson, Jackson
Risk Management Policy	Peterson, <i>Harbin-Forte</i> , Howell
Social Media Policy	Milele, Hsieh, Jackson
White Supremacists and Other Extremist Groups	<i>Harbin-Forte</i> , Jackson
OIG Policies	Peterson, <i>Harbin-Forte</i> , Jackson
Contracts	Peterson, Howell, Ordaz

For a roster of current Commissioners and their emails, visit:
<https://www.oaklandca.gov/teams/police-commission>