

Cleveland Community Police Commission

Quantification of the Cleveland Police Monitoring Team's Thirteenth Semiannual Report

October 2023

Overview

As part of its mandate outlined by the Consent Decree,¹ the Community Police Commission (CPC) developed a straightforward way for the citizens of Cleveland to follow the Monitoring Team's semiannual assessments of the progress the City of Cleveland has made towards fully complying with the Consent Decree.

By quantifying the Monitoring Team's assessments, and assigning the progress made in each Consent Decree section with a number, it is the CPC's goal in this report to provide the citizens of Cleveland an easy-to-understand way to see what progress has been made so far and how much work remains.

The CPC acknowledges the critiques and limitations of this quantification report:

- The evaluations conducted by the Monitor in their semiannual reports are subjective. Findings are a product of the monitor's in-house research and opinions of subject matter experts who serve on the team. The findings of the monitor are often disputed or questioned by the City.
- The City needs to maintain a level of "Substantial and Effective Compliance"² for a specified length of time for the Consent Decree to end. Only the federal judge overseeing the Consent Decree can determine if enough evidence has been provided to meet these criteria.
- Summarizing progress towards compliance as a percentage or number has raised concerns from both the City and Monitor as being oversimplified. Since work towards compliance is ongoing, each summary only shows a "snapshot" of time and may not reflect changes made since the report was published.

The Monitoring Team released their Thirteenth Semiannual Report³ on October 17, 2023, that assessed the progress made during the reporting period of **January 1, 2023, thru June 30, 2023**. Our report will quantify the Monitoring Team's report, using their compliance ratings and color-coding system as a guide for our numeric system.

Methodology

¹ US v. Cleveland Consent Decree, modified in 2022 to incorporate language relevant to the changes made to the City Charter, Section 115: <https://clecpc.org/wp-content/uploads/Cleveland-Consent-Decree-modified-03-11-2022.pdf>

² Consent Decree, Paragraph Q, "Termination of this Agreement":

³ Thirteenth Semiannual Report: <https://static1.squarespace.com/static/5651f9b5e4b08f0af890bd13/t/652db44d02c47410896d189b/1697494094239/13th+Semiannual+Report+%28FINAL%29.pdf>

In the Monitoring Team's Semiannual Report, each actionable paragraph of the Consent Decree is given a compliance status. Each of these statuses is assigned a numerical score to reflect how much progress has been made in the reporting period towards fully complying with the Consent Decree. Descriptions of the Monitor's statuses are listed below:

- **Non-Compliance**
The City or Division has not yet complied with the relevant provision of the Consent Decree. This includes instances in which the City or Division's work or efforts have begun but cannot yet be certified by the Monitoring Team as compliant with a material component of the requirement.
- **Partial Compliance**
The City or Division has made sufficient initial strides or sufficient partial progress toward compliance toward a material number of key components of the provision of the Consent Decree—but has not achieved operational compliance. This includes instances where policies, processes, protocols, trainings, systems, or the like exist on paper but do not exist or function in day-to-day practice. It may capture a wide range of compliance states or performance, from the City or Division having taken only very limited steps toward operational compliance to being nearly in operational compliance.
- **Operational Compliance**
The City and/or Division has made notable progress to technically comply with the requirement and/or policy, process, procedure, protocol, training, system, or other mechanism of the Decree such that it is in existence or practice operationally—but has not yet demonstrated, or not yet been able to demonstrate, meaningful adherence to or effective implementation, including across me, cases, and/or incidents. This includes instances where a given reform is functioning but has not yet been shown, or an insufficient span of me or volume of incidents have transpired, to be effectively implemented in a systemic manner.
- **General Compliance**
The City or Division has complied fully with the requirement and the requirement has been demonstrated to be meaningfully adhered to and/or effectively implemented across me, cases, and/or incidents. This includes instances where it can be shown that the City or Division has effectively complied with a requirement fully and systemically.

The CPC's scores given to each section are as follows:

- Non-compliance is given a score of 0;
- Paral Compliance has a score of 1;
- Operational Compliance has a score of 2; and
- General Compliance has a score of 3

These scores are added up by section, then divided by the maximum possible score. This is then done for the entire Semiannual Report to get an overall quantitative assessment of how much progress the City has made towards full compliance. Since the number of paragraphs in the Consent Decree varies in each

section, the score is weighted to give each section equal weight.

While not specifically emphasized in this report, in previous reports, the City and Monitoring Team have emphasized the importance of progress made in implementing paragraphs related to the following:

- Critical Incident Training (CIT)
- Office of Professional Standards (OPS)
- Community Police Review Board (CPRB)
- Community Police Commission (CPC)
- Use-of-Force Review process
- Community and Problem Oriented Policing (CPOP)
- The office of Police Inspector General (IG) and associated data collection
- The overall assessment of progress

The areas listed above will be given their own score, with each area equally weighted.

In the Monitor's report, colors were also assigned to each compliance status level. "Non-Compliance" is Red; "Paral Compliance" is Orange; "Operational Compliance" is Dark Green; and "General Compliance" is Light Green. One paragraph was marked N/A, ¶119, reading: "Monitor's duty to annually review any "criminal investigations conducted by the outside agency" to ensure that they "are consistently objective, timely, and comprehensive." This may have been because there were no investigations by an outside agency during the reporting period, but this was not explicitly clarified.

During a September 22, 2022, hearing before the Northern District of Ohio Judge Solomon Oliver, the Monitoring Team expressed their opinion that the City would be ready to move into the final stage of the federal oversight process when it has reached Operational Compliance for nearly all of its obligations.

As a result, the quantification of the Monitoring Team's scoring process in this document will be based on the percentage of Green paragraphs (paragraphs marked as Operational and General Compliance).

Results

During this reporting period, the results show progress being made in of the City's overall compliance with its Obligations outlined in the Consent Decree. This is an improvement from the last report which saw a -3.4% backslide in the progress made. It should be noted that the percent compliance is still lower than it was during the Eleventh Semiannual Report. There was a **2.7%** overall change between the Monitor's Twelfth⁴ and Thirteenth Semiannual Reports, when looking at the sections weighted evenly.

⁴ Twelfth Semiannual Report:

https://static1.squarespace.com/static/5651f9b5e4b08f0af890bd13/t/641c8eded3cf0c3a8bda5fd9/1679593187004/Notice+%2B+12th+Semiannual+Report_FINAL.pdf

In the Twelfth Semiannual Report, the City had made **39.0%** progress towards fully completing their Obligations; in the Thirteenth Semiannual Report, the City had made **41.7%** progress.

The Monitoring Team has said that they, in the upcoming 2024 reporting periods, will prioritize crisis intervention, use-of-force, and search & seizure.

Section III – Community	Score	Percent Compliance	Change form Twelfth Semiannual
Section III Overview	1/3	33.3%	0
Section III A – CPC	9/39*	23.1%	+2
Section III B – DPCs	3/12	25.0%	0
Section III Total	13/54	24.1%	+2 (3.7%)

*Paragraph 17 E was removed from the assessment, decreasing the total score possible.

Section IV – CPOP	Score	Percent Compliance	Change form Twelfth Semiannual
Section IV Total	6/24	25%	- 1.5 (-6.3%)

Section V – Bias Free	Score	Percent Compliance	Change form Twelfth Semiannual
Section V Total	10/27	37.0%	+1 (3.7%)

Section VI – Use of Force	Score	Percent Compliance	Change form Twelfth Semiannual
Section VI A – Use of Force Policy	37/57	64.9%	+2
Section VI B – Use of Force Review	35/69*	50.7%	+1
Section VI Total	72/126	57.1%	+3 (2.4%)

*Paragraph 119 was listed as N/A, decreasing the total score possible.

Section VII – Crisis Intervention	Score	Percent Compliance	Change form Twelfth Semiannual
Section VII Total	66/87*	75.9%	+11 (12.6%)

*Paragraphs 146 and 147 were assessed separately in this report, increasing the total score possible.

Section VIII – Search & Seizure	Score	Percent Compliance	Change form Twelfth Semiannual
Section VIII Total	11/27	40.7%	+1 (3.7%)

Section IX – Accountability	Score	Percent Compliance	Change form Twelfth Semiannual
Section IX – overview	1/3	33.3%	0
Section IX A – Internally Discovered	19/45	42.2%	+3
Section IX B – OPS	66/108	61.1%	+5
Section IX C – CPRB	19/27	70.4%	0
Section IX C – Discipline	17/27	63.0%	0
Section IX Total	122/210	58.1%	+8 (3.8%)

Section X – Oversight	Score	Percent Compliance	Change form Twelfth Semiannual
Section X A – IG	0/18	0.0%	0
Section X B – Data	16/30	53.3%	+5
Section X C – Public Information	2/6	33.3%	0
Section X Total	18/54	33.3%	+5 (9.3%)

Section XI – Officers	Score	Percent Compliance	Change form Twelfth Semiannual
Section XI A – Training	17/60	28.3%	0
Section XI B – Equipment	14/27	51.9%	0
Section XI C – Recruitment	21/36	58.3%	-1
Section XI D – Evaluations	0/18	0.0%	0
Section XI E – Staffing	4/9	44.4%	0
Section XI Total	56/150	37.3%	-1 (-0.6%)

Section XII – Supervision	Score	Percent Compliance	Change form Twelfth Semiannual
Section XII A – Supervisors	4/12*	33.3%	0
Section XII B – Intervention	0/15	0.0%	0
Section XII C – Body Cameras	8/12	58.3%	-1
Section XII Total	12/39	28.2%	-1 (-2.6%)

Paragraphs 330-336 were added as a single score, increasing the total score possible.

Total Scores	Score	Percent Compliance	Change form Twelfth Semiannual
Total score out of possible score	385/798	48.2%	+27.5 (3.4%)
Total score with sections weighted evenly	417/1000	41.7%	+27 (2.7%)
Emphasized paragraphs	217/402	54.0%	+22.5 (5.6%)
Emphasized paragraphs weighted evenly	449/1000	44.9%	+23 (2.3%)

Monitoring Team’s Color scores	Number of Paragraphs out of 329*	Percent of Paragraphs	Score using the Twelfth’s methods out of 266**	Change form Twelfth Semiannual†
Red – Non-compliance	46	14.0%	39 (14.6%)	-9 (-3.4%)
Orange – Partial Compliance	111	33.7%	102 (38.3%)	+1 (0.4%)
Dark Green – Operational Compliance	141	42.9%	94 (35.3%)	-1 (-0.4%)
Light Green – General Compliance	31	9.4%	31 (11.7%)	+9 (3.4%)
Total Green	172	52.3%	125 (47.0%)	+8 (3.0%)

*The total number of paragraphs used by the Monitoring Team’s color coding is higher than the number in the line-item assessment (329 vs. 266). This is because the color-coding assessment separates all

paragraphs out individual, whereas the line-item assessment often groups paragraphs together, e.g., ¶161-165. This has changed since the Twelfth Semiannual Report.

**Based on how the color scale was used in the Twelfth report—with paragraphs grouped as they are in the line-item assessment in the Appendix, starting on page 35.

†Change calculated using the Twelfth Report’s rating system.

Conclusion

Regular assessments of the City’s progress towards Consent Decree compliance is crucial in tracking its progress towards achieving Constitutional policing. Over the past several years, the Monitor has broken down and analyzed each Consent Decree paragraph in its semiannual reports to determine where the City currently stands, identify areas of concern, and provide examples for corrective action.

As the Monitor developed terms that do not appear in the Consent Decree to summarize compliance statuses in its semiannual reports,⁵ the CPC developed a numerical rating system in its quantification reports. The purpose of presenting compliance levels as a number offers an additional way to help the Cleveland community understand the Monitor’s reports, as well as track City’s progress as they move towards “Substantial and Effective Compliance” with the Consent Decree.

The Monitoring Team’s Thirteenth Semiannual Report contains two different percentages for the number of Green paragraphs. First, in the body of the Report, which includes colored pie charts, **172** paragraphs out of **329** are green; meaning that **52.3%** are at least at a level of compliance that would allow the City to move onto the next phase of the Consent Decree monitoring process. Second, in the Appendix of the Report, **125** out of **266**, or **47.0%**, paragraphs are Green.

This disparity exists because of how paragraphs are counted. The way that paragraphs are counted in the body of the Thirteenth Semiannual report is different from the Appendix and different from previous Semiannual Reports. In previous Reports, multiple paragraphs of the Consent Decree were group together when they covered a similar topic (e.g., Search & Seizure rules ¶161-165), resulting in a total of 266 paragraphs/paragraph groups. This is also the case in the Thirteenth Report’s Appendix. However, in the body of the Thirteenth Semiannual Report, each paragraph is counted individually, resulting in 329 total paragraphs compared to 226 in the Appendix or in previous Semiannual Reports.

The Monitoring Team’s second, more comparable, set numbers are similar to the CPC’s findings in this document, which showed that the City’s progress stands at a weighted **41.7%** towards compliance overall, and at a weighted **44.9%** towards compliance in the emphasized areas.

Attachments

The terms for ending the Consent Decree can be found in Section XIV - Subsections E. (“Outcome Measurements”) and Q. (“Termination of this Agreement”) of the document. Those sections are attached to this report in the following pages as a reference for those wishing to take a deeper dive into the Monitor’s role, the evaluations process, and how the Decree will end.

⁵ Eleventh Semiannual Report, page 7:

clecpc.org/wp-content/uploads/Cleveland-Police-Monitoring-Team-11th-Semiannual-Report-09-22-2022.pdf

Attachments

individuals, including DOJ representatives during the pendency of this Agreement;

- e. ensure that the resident and arrestee surveys are designed to capture a representative sample of Cleveland residents, including members of each demographic category;
- f. conduct the survey in English, Spanish, and other languages, as necessary, to ensure representation of the entire Cleveland community; and
- g. formally discuss the survey methodology with CDP supervisors and DOJ representatives, throughout the pendency of this Agreement, and consider these opinions in the development of the initial survey and in making improvements to subsequent surveys.

364. CDP and the City agree to cooperate with the design and performance of the survey.

365. The report of the baseline survey and subsequent biennial surveys will be posted to the City's website, and publicly distributed.

366. CDP will analyze the results of the survey and will use this analysis to modify and improve CDP policies, procedures, practices, and protocols, as needed.

E. Outcome Measurements

367. In addition to compliance reviews and audits, the Monitor will conduct qualitative and quantitative assessments to measure whether implementing this Agreement has resulted in constitutional policing. The measurements relating to use of force; addressing individuals in crisis; and stop, search, and arrest are not intended to expand the City's data collection requirements set forth elsewhere in the Agreement. These outcome assessments will include collecting and analyzing, at least annually, the following outcome data, trends, and patterns:

- a. Use of force measurements, including:
 - 1. number of use-of-force incidents as compared to number of arrests, with use-of-force incidents broken down by force type, District, type of related arrest (if any); actual or perceived race, ethnicity, age, and gender of the subject; and, if indicated at the time force was used, the subject's mental

or medical condition, use of drugs or alcohol, or the presence of a disability;

2. number of injuries to officers and public, the rate at which officer and subject injuries decrease or increase overall and by severity of injury; number of force complaints, disposition of complaints, source of complaint (internal or external), force type, geographic area, and any identified demographic category of complainant;
 3. the rate at which ECW usage decreases or increases compared to the use of force overall and by weapon;
 4. number of uses of force found to violate policy, broken down by force type, geographic area, type of arrest; actual or perceived race, ethnicity, age, and gender of the subject; and, if indicated at the time force was used, the subject's mental or medical condition, use of drugs or alcohol, or the presence of a disability;
 5. number of officers who have more than one instance of use of force in violation of policy;
 6. force reviews or investigations indicating a policy, training, or tactical deficiency; and
 7. quality of use of force investigations and reviews; and number and rate of use of force administrative investigations which are returned for lack of completeness.
- b. Addressing individuals in crisis measurements, including:
1. number of calls for service and incidents that appear to involve an individual in crisis, broken down by whether specialized CIT officers responded to the calls; and the rate of individuals in crisis directed to the healthcare system, rather than the judicial system;
 2. number of police interactions where force was used on individuals in crisis, including the type of force used; the reason for the interaction, i.e., suspected criminal conduct or a call for assistance; the threat to public safety, including whether the person was armed and if so, with what; a

description of the type of resistance offered, if any; and a description of any attempts at de-escalation.

- c. Stop, Search, and Arrest measurements, including:
 - 1. total number of investigatory stops, searches and arrests overall and broken down by District (understanding that different Districts may have inherently different demographic compositions), type of arrest, actual or perceived age, race, gender, and ethnicity of subject, and the rate at which the encounters resulted in a summons or arrest;
 - 2. data related to the documented reasonable suspicion to stop and probable cause search or arrest, broken down by the actual or perceived race, gender, age, and ethnicity of the person(s) stopped/searched/arrested;
 - 3. number of searches that resulted in a finding of contraband, overall and broken down by District (understanding that different Districts may have inherently different demographic compositions), type of arrest, and the actual or perceived age, race, gender, and ethnicity of subject.
- d. Bias-Free Policing and Community Engagement measurements, including:
 - 1. number and variety of community partnerships, including partnerships with youth;
 - 2. homicide clearance rate;
 - 3. number of civilian complaints regarding police services related to discrimination and their disposition; and
 - 4. analysis of results of biennial community survey, when available.
- e. Recruitment measurements, including:
 - 1. number of qualified recruit applicants;
 - 2. detailed summary of recruitment activities, including development and leveraging of community partnerships;
 - 3. number and race, ethnicity, gender, and any self-identified disability of applicants who failed the initial screening and the reasons for their failure;
 - 4. number of applicants with fluency in languages other than English, and the specific languages spoken;

5. number and race, ethnicity, gender, or self-identified disability of lateral candidates, and a list of their former agencies and years of service;
 6. number of applicants with at least two years of college, a college degree, or at least two years of military service;
 7. pass/fail rate in each phase of the pre-employment process by race, ethnicity, gender, and self-identified disability of applicants;
 8. the average length of time to move applicants through each phase of the pre-employment process and average amount of time to process applicants; and
 9. composition of recruit classes by race, ethnicity, gender, and self-identified disability.
- f. Training measurements, including:
1. number and percentage of officers provided training pursuant to this Agreement, broken down by the type of training provided;
 2. students' evaluations of the adequacy of training in type and frequency;
 3. modifications or improvements to training resulting from the review and analysis required by this Agreement; and
 4. prevalence of training deficiencies as reflected by problematic incidents or performance trends.
- g. Officer assistance and support measurements, including:
1. availability and use of officer assistance and support services; and
 2. officer reports or surveys of adequacy of officer assistance and support.
- h. Supervision measurements, including supervisors' initial identification of officer violations and performance problems, and the supervisors' responses to those violations and problems;
- i. Civilian complaints, internal investigations, and discipline, including:
1. number of complaints, and whether any increase or decrease in this number appears related to access to the complaint process;
 2. number of sustained, exonerated, unfounded, not sustained, and administratively dismissed complaints by type of complaint;

3. number of complaint allegations supported by a preponderance of the evidence;
 4. average length of time to complete investigations by complaint type;
 5. number of officers who were subjects of multiple complaints or who had repeated instances of sustained complaints;
 6. arrests of officers for on- and off-duty conduct;
 7. criminal prosecutions of officers for on-or off-duty conduct; and
 8. other than vehicle accidents not involving a pursuit, number and nature of civil suits against the City or CDP officers for work related conduct, and the amount of judgments against or settlements resulting from those civil suits.
- j. In conducting these outcome assessments, the Monitor may use any relevant data collected and maintained by CDP or the City (e.g., crime trend pattern analysis), provided that the Monitor has determined, and the Parties agree, that this data is reasonably reliable and complete.

F. Monitoring Plan and Review Methodology

368. Within 90 days of assuming the duties as the Monitor, the Monitor will review and recommend any changes to the outcome measures detailed above that the Monitor deems useful in assessing whether implementation of this Agreement is resulting in constitutional policing. Recognizing that the above outcome measures have been negotiated and agreed to by the Parties, the Parties will move the Court to adopt any recommendations upon which they agree.
369. Within 120 days of assuming the duties as the Monitor, the Monitor will develop a plan for conducting the compliance reviews and outcome assessments, and will submit this plan to the Parties for review and approval. This plan will:
- a. clearly delineate the requirements of this Agreement to be assessed for compliance, indicating which requirements will be assessed together;
 - b. set out a schedule for conducting outcome measure assessments for each outcome measure at least annually, except where otherwise noted, with the first assessment occurring within 365 days of the Effective Date; and

employees, agencies, assigns, or successors.

Q. Termination of this Agreement

401. This Agreement will terminate when the City has been in Substantial and Effective Compliance with the search and seizure provisions for one year and with all of the remaining provisions for two consecutive years. “Substantial and Effective Compliance” means that the City either has complied with all material requirements of this Agreement, or has achieved sustained and continuing improvement in constitutional policing, as demonstrated pursuant to this Agreement’s outcome measures.
402. If the Parties disagree whether the City has been in Substantial and Effective Compliance with the search and seizure provisions for one year and with all of the remaining provisions for two consecutive years, the City may seek to terminate this Agreement. Prior to filing a motion to terminate, the City agrees to notify DOJ in writing when the City has determined that they are in Substantial and Effective Compliance with this Agreement and that such compliance has been maintained for the required time periods. Thereafter, the Parties will promptly confer as to the status of compliance. If, after a reasonable period of consultation and the completion of any audit or evaluation that DOJ and/or the Monitor may wish to undertake, including on-site observations, document review, or interviews with the City and CDP’s personnel, the Parties cannot resolve any compliance issues, the City may file a motion to terminate this Agreement. If the City moves for termination of this Agreement, DOJ will have 60 days after the receipt of the City’s motion to object to the motion. If DOJ does not object, the Court may grant the City’s motion without a hearing. If DOJ does object, the Court will hold a hearing on the motion, and the burden will be on the City to demonstrate by the preponderance of the evidence that it is in Substantial and Effective Compliance with this Agreement and has maintained such compliance for the required time periods.
403. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert

any claim or right as a beneficiary or protected class under this Agreement.

XV. DEFINITIONS AND ABBREVIATIONS

404. “Active physical resistance” means the subject’s physical actions are intended to prevent an officer from placing the subject in custody and taking control, but are not directed at harming the officer. Examples include: breaking the officer’s grip or hiding from detection. Verbal statements alone do not constitute active resistance.
405. “Aggressive physical resistance” means the subject poses a threat of harm to the officer or others, such as when a subject attempts to attack or does attack an officer; exhibits combative behavior (e.g., lunging toward the officer, striking the officer with hands, fists, kicks, or any weapon).
406. “Arrest” is the taking of one person into custody by another. To constitute arrest there must be an actual restraint of the person. The restraint may be imposed by force or may result from the submission of the person arrested to the custody of the one arresting him. An arrest is a restraint of greater scope or duration than an investigatory stop or detention. An arrest is lawful when supported by probable cause.
407. Bias-free policing means policing that is accomplished without the selective enforcement or non-enforcement of the law, including the selection or rejection of particular policing tactics or strategies, based on the subject’s membership in a demographic category.
408. “Canine apprehension” means any time a canine is deployed and plays a clear role in the capture of a person. The mere presence of a canine at the scene of an arrest or use of a canine solely to track a subject will not count as a canine apprehension.
409. “CDP” refers to the Cleveland Division of Police and its agents, officers, supervisors, and employees (both sworn and unsworn).
410. “Chief” means the Chief of Police of the Cleveland Division of Police or his or her properly designated Acting Chief.
411. “CIT” means crisis intervention trained.
412. “City” means the City of Cleveland, including its agents, officers, and employees.
413. “Crisis Intervention Program” is a first responder model of police-based crisis intervention that involves a dynamic collaboration of community, health care, and