

Implementation, Enforcement & Monitoring Compliance Statuses by Paragraph

¶626	¶637	¶680	¶704
¶627	¶638	¶682	¶705
¶629	¶639	¶683	¶706
¶630	¶640	¶684	¶711
¶631	¶641	¶685	¶714
¶632	¶642	¶686	¶720
¶633	¶643	¶687	¶721
¶634	¶677	¶699	
¶635	¶678	¶700	
¶636	¶679	¶701	

626. *CPD will develop, revise, implement, and maintain policies and procedures as required by this Agreement consistent with the timelines identified herein. CPD will ensure that its policies and procedures are plainly written, logically organized, and use clearly defined terms.*

627. *The City and CPD will submit all policies and procedures required to be implemented or maintained by this Agreement to the Monitor and OAG for review, comment, and, subsequently, if necessary, objection. When the City and CPD have developed the draft of a new or revised policy or procedure required by this Agreement, they will consult in a collaborative manner at the earliest feasible time with the Monitor and OAG, with the goal of developing consensus on the substance of the policy or procedure, and make any necessary and appropriate adjustments based on those consultations. The City and CPD will submit the final draft of any new or revised policy or procedure subject to review and comment by the Monitor and OAG to the Monitor and OAG at least 30 days before the policy or procedure is scheduled to take effect, unless the Parties and the Monitor agree that a shorter period of time is appropriate under the circumstances. The Parties and the Monitor will work collaboratively on developing and revising policies and procedures related to this Agreement.*

629. *To the extent the Parties and the Monitor have unresolved disagreements regarding a particular policy or procedure after attempting to resolve them for at least 30 days, the Monitor or OAG may provide a written notice of outstanding objections to the City and CPD (“objection notice”). The Monitor or OAG may object only if a policy or procedure does not incorporate the requirements of this Agreement or is inconsistent with the goals and objectives of this Agreement or applicable law.*

630. *In the event the Monitor or OAG provides an objection notice, the Monitor will convene the Parties and attempt to resolve the identified objections within 30 days of the objection notice being received by the City (“workout period”). The Monitor will*

issue a proposed resolution of remaining objections in writing at the conclusion of the workout period. If either Party disagrees with the Monitor's resolution of an objection, either Party may ask the Court to resolve such dispute. Subject to the limited extraordinary circumstances exception set out below, CPD will not publish or implement new or revised policies or procedures required by this Agreement until the Monitor and OAG have reviewed and commented on such policies or procedures, or until the workout period and related resolution processes have occurred.

631. *If extraordinary circumstances demand an immediate revision or clarification (e.g., due to a change in law or other urgent circumstance), CPD may issue a temporary policy or procedure. CPD must provide prompt notice of the temporary policy or procedure to the Monitor and OAG, and the temporary policy or procedure will only remain in effect until the adoption of a revised policy or procedure pursuant to the review, comment, and objections process set forth above. This paragraph does not permanently exempt any new or revised policy or procedure from the review and comment process.*

632. *The Parties and the Monitor will work collaboratively and cooperatively to establish and adhere to a schedule that ensures policies and procedures required by this Agreement are reviewed adequately, efficiently, and expeditiously.*

633. *CPD will ensure that its officers and the public have a meaningful opportunity to review and comment on material changes to CPD policies and procedures required by this Agreement. CPD will publish upcoming opportunities for CPD member and/or community input, involvement, or engagement that relate to the material requirements of this Agreement. After the Monitor and OAG comment on a proposed policy or procedure, or all workout period processes described above have been completed, CPD will post proposed policies and procedures on its public website and provide its officers and the public with an opportunity to comment for a period of not less than 15 days. There will be reasonable exceptions to the posting requirement for policies and procedures that are law enforcement sensitive, such as procedures*

regarding undercover officers or operations. In response to any comments received, CPD will consider whether any further revisions to the proposed policy or procedure are appropriate. Changes implemented in response to public or officer comment will be subject to consultation among the Parties, and review and comment by the Monitor and OAG prior to publication and implementation.

634. *CPD will post final and published department-wide directives, policies, and procedures on CPD's public website, subject to reasonable exceptions for policies and procedures that are law enforcement sensitive.*

635. *CPD will provide a mechanism to electronically access approved and published department-wide directives in a usable, organized, and searchable format.*

636. *CPD will periodically review each policy required to be revised or developed by this Agreement. CPD will conduct an initial review of each such policy no later than two years after the policy's implementation as provided for in this Agreement. CPD will conduct subsequent reviews every two years thereafter, although the Parties may modify the timeframe for the review of a specific policy. The purpose of the initial and subsequent reviews is to evaluate whether the policy provides effective guidance and direction to CPD members and is consistent with the requirements of this Agreement and current law.*

637. *CPD will make any necessary updates to its policies and training based on changes in the law that are relevant to CPD's law enforcement activities and will promptly communicate to its members such changes in the law and related policies.*

638. *CPD will submit the following plans required by this Agreement to the Monitor and OAG for their review and approval: a. the Crisis Intervention Plan referenced in Part G of the Crisis In-*

tervention section of this Agreement; b. the CIT Officer Implementation Plan referenced in Part D of the Crisis Intervention section of this Agreement;

639. *When the City and CPD have developed the draft of a plan, they will consult at the earliest feasible time with the Monitor and OAG, with the goal of developing consensus on the substance and timetable for the plan, and make any necessary and appropriate adjustments based on those consultations.*

640. *CPD will submit the final draft of each plan required by this Agreement and subject to review and approval by the Monitor and OAG to the Monitor and OAG at least 30 days prior to the proposed date for initial implementation. In the event that the Monitor and OAG fail to comment on a submitted plan within the 30-day period, the Monitor and OAG will be deemed to have no objection to the plan, unless the Monitor, OAG, or both state in writing that additional time is necessary to complete an adequate review. Requests for additional time to review plans will be subject to the same standard and process set forth above for requesting additional time to review policies and procedures. The Parties and the Monitor will adhere to the dispute resolution process described in Part C of this Section to resolve objections as necessary. The Monitor or OAG may object if a proposed plan does not incorporate the requirements of this Agreement or is inconsistent with the goals and objectives of this Agreement. Final versions of the plans will be made public.*

641. CPD will submit all new or revised curricula, lesson plans, and course materials related to trainings required by this Agreement to the Monitor and OAG for their review, comment, and, subsequently, if necessary, objection. When the City and CPD have developed the draft of any such materials required by this Agreement, they will consult at the earliest feasible time with the Monitor and OAG, with the goal of developing consensus on the substance of the materials, and make any necessary and appropriate adjustments based on those consultations. CPD will provide final drafts of curricula, lesson plans, and course materials subject to review and comment by the Monitor and OAG to the Monitor and OAG at least 30 days prior to instituting the applicable training. In the event that the Monitor and OAG fail to comment on submitted training materials within the 30-day period, the Monitor and OAG will be deemed to have no objection to the training materials, unless the Monitor, OAG, or both state in writing that additional time is necessary to complete an adequate review. Requests for additional time to review training materials will be subject to the same standard and process set forth above for requesting additional time to review policies and procedures. The Parties and the Monitor will adhere to the workout period process to resolve objections as necessary.

Compliance Status

The Consent Decree outlines the policy review process in ¶¶626–37, the plan review process in ¶¶638–40, and the training review process in ¶641. Paragraph 633 requires the CPD to “ensure that its officers and the public have a meaningful opportunity to review and comment on material changes to CPD policies and procedures required by this Agreement.” See also, ¶¶152 and 160. Further, as the City and the CPD develop and revise policies throughout the Consent Decree process, they must consult with the IMT and the OAG to develop the necessary policy or revision. The City and the CPD must then provide the IMT with the new or revised policy at least 30 days before the policy is scheduled to go into effect (¶¶627–28). The IMT and the OAG then have 30 days to comment, with a possible 15-day extension (¶¶627–28). The City, the CPD, the OAG, and the IMT then have at least 30 days to resolve comments. If we are unable to come to a timely agreement, an entity may submit a formal objection, which triggers a “workout period” (¶630). The entities then have an additional 30 days to resolve the issue before one of the Parties brings the issue to the Court to resolve (¶630). On the other hand, when the IMT and the OAG provide a “no objection” notice, then when applicable, the City and the CPD will post the new or revised policy for public comment for a min-

imum of 15 days (¶633). The entities will then review and consider the public comments and agree to any changes before the City and the CPD finalize the policy (¶633).

In our first report, we noted that the review process would be more efficient if the City and the CPD consulted earlier in the process and more often with the IMT while they developed policies. This process showed marked improvement for certain policies and training materials in the eighth reporting period and has continued into the ninth reporting period.

In our fourth report, we noted that the City and the CPD continued to appropriately focus on developing optimal policies and plans. Strong policing policies provide the foundation for implementing and sustaining best practices (see ¶730) with transparency and accountability.

Overall, we have been satisfied by the City's, the CPD's, and willingness to collaborate with the IMT, the OAG, and some communities regarding their policies. As we note below, the City and the CPD must continue to improve their community engagement processes around policy creation and revision. The review processes have not always been without complications since the inception of the Consent Decree, but we continue to work through disagreements in a largely collaborative fashion.

The City and the CPD have continued to make efforts towards compliance with the requirements of ¶¶626-41. They continued to work to create and revise policies in collaboration with the IMT and OAG across all sections of the Consent Decree.¹

The City and the CPD have made improvements in their practices and processes for the specific requirements laid out in ¶¶626–41. We look forward to the City and CPD continuing their work to timely revise policies, procedures, and plans in collaboration with the IMT, the OAG, CPD officers, and Chicago's communities. Additionally, we will look for the City and the CPD to further refine their public engagement process, providing for a feedback loop to community members who offer insights.

¹ The CPD posts its final policies on its Department Directives System, accessible here: <https://home.chicagopolice.org/inside-cpd/departments-directives-system-dds/>.

Plans that require Monitor and OAG approval per ¶638	Draft(s) provided to the IMT and the OAG	City / CPD Finalized
Crisis Intervention Plan (¶122) <i>"Within 365 days of the Effective Date and on an annual basis thereafter"</i>	✓	✗
CIT Officer Implementation Plan (¶108) <i>"Within 180 days of the Effective Date, CPD will develop an implementation plan"</i>	✓	✗
Training Plan (¶272) <i>"Within one year of the Effective Date, and on an annual basis thereafter"</i>	✓	✓
Span of Control and Unity of Command Plan (¶360) <i>"By January 1, 2020, CPD will develop a staffing model to achieve the principles of unity of command and span of control"</i>	✓	✓
Recruitment, Hiring, and Promotion Plans ¶¶258-60) <i>"By December 31, 2020 and at least every three years thereafter"</i>	✓	✓
Officer Support Systems Plan (¶¶383-84) <i>"Within 60 days of the completion of the needs assessment, CPD will develop a plan"</i>	✓	✓
Equipment and Technology Audit Response Plan (¶¶415-16) <i>"Within 90 days of the completion of the initial audit, CPD will develop a plan, including a time-line for implementation"</i>	✗	✗
Training plans for COPA, Deputy PSIG, and BIA (¶530) <i>"Within 90 days of the Effective Date"</i>	COPA: ✓ Deputy PSIG: ✓ BIA: ✓	COPA: ✓ Deputy PSIG: ✓ BIA: ✓
Data Systems Plan (¶606) <i>"Within 365 days of the Effective Date"</i>	✓	✗

642. *The Monitor will conduct reviews or audits as necessary to determine whether the City and CPD have substantially complied with the requirements of this Agreement. Compliance with a requirement means that the City and CPD: (a) have incorporated the requirement into policy; (b) have trained all relevant personnel as necessary to fulfill their responsibilities pursuant to the requirement; and (c) are carrying out the requirement in actual practice.*

Compliance Status

Throughout the Consent Decree process, the IMT has conducted reviews or audits to determine the City's and the CPD's compliance with the requirements of this agreement. Those reviews and audits comprise our semiannual reports, which are filed with the Court and made public.² See ¶¶661–65.

First, each of the IMT's Independent Monitoring Reports represent a six-month assessment of the City's compliance efforts; they do not reflect *all* the efforts of the City, the CPD, or the other relevant City entities to date. While we report on the compliance efforts within defined reporting periods (*see* ¶661), we stress that work is ongoing by the City, its relevant entities, the OAG, the IMT, and Chicago's communities.

Second, we assess compliance at three levels: (1) Preliminary, (2) Secondary, and (3) Full, which roughly correspond to the requirements of (a), (b), and (c) in ¶642. The Consent Decree requires the City and its entities to reach Full compliance and maintain that compliance for one to two years. *See* ¶¶714–15. These compliance levels allow us to share our assessments of the City's progress throughout the life of the Consent Decree with the Court; the City and its relevant entities; the OAG; and the public. Typically, these levels correspond with whether the City or its relevant entities have (1) created a compliant policy, (2) adequately trained personnel on that policy, and (3) successfully implemented the reform in practice.

There are, however, many paragraphs that do not include policy or training elements. In those circumstances, the three levels may follow a different trajectory, such as (1) whether the City or its relevant entities have established the framework and resources to achieve the reform, (2) whether the City or its relevant entities have effectively communicated the reform to relevant personnel, and (3)

² Each of our semiannual reports, referred to as *Independent Monitoring Reports* may be found on the IMT's public website, accessible at <https://cpdmonitoringteam.com/overview/reports-and-resources/>.

whether the City or its relevant entities have appropriately implemented the reform.



Third, because of the nuances of each Consent Decree requirement and each level of compliance, the City and its relevant entities must—in a timely manner—provide the IMT with evidence, including access to personnel, records, and data to conduct our required reviews and audits to determine whether and when they have reached each level of compliance during the applicable reporting period.

Under the Consent Decree, the City, the CPD, or other relevant entities are not in compliance with any of the requirements of the Consent Decree until the IMT determines that the City provided the IMT with sufficient proof that the City, the CPD, or other relevant entities are in compliance. See ¶1720. Even if the City has made significant efforts toward complying with a requirement—which in many cases it has—the City still has the additional burden of providing sufficient proof of its efforts with sufficient time for the IMT and the OAG to review the information.

To reflect the City’s and its relevant entities’ progress through the Consent Decree process, we have added four subcategories for each of the three levels of compliance (Preliminary, Secondary, or Full):

- **In Compliance.** Based on the evidence that the City has produced, the City has met a level of compliance with a requirement of the Consent Decree.
- **Under Assessment.** Based on the evidence that the City has produced per ¶1720, the IMT is still assessing whether the City has met a level of compliance with a requirement of the Consent Decree. This may occur, for example, when the City’s efforts are not completed within a reporting period.
- **Not in Compliance.** Based on the evidence that the City has produced, the City has not met a level of compliance with a requirement of the Consent Decree.

- **Not Yet Assessed.** The IMT has not yet assessed whether the City has met this level of compliance with a requirement of the Consent Decree. This may occur, for example, when the IMT is still assessing a lower level of compliance or the City has not yet met a lower level of compliance.

Consent Decree ¶643

643. CPD members who violate policies, procedures, orders, or directives that are required by this Agreement or that implement its provisions will be held accountable by CPD and the City, including through CPD’s progressive discipline process. The Monitor may review and audit whether CPD is enforcing the policies, procedures, orders, or directives required by or implementing this Agreement.

Compliance Status

Throughout the Consent Decree process, the IMT has noted many challenges with the CPD’s accountability processes. In fact, the lack of accountability for CPD officers engaging in misconduct was among the major findings of the U.S. Department of Justice’s investigation into the CPD for civil rights violations, which ultimately resulted in the Consent Decree.

The City’s and the CPD’s accountability processes are complex,³ involving many entities with overlapping roles and responsibilities, including the CPD’s Bureau of Internal Affairs (BIA),⁴ the Chicago Police Board,⁵ the Civilian Office of Police Accountability (COPA),⁶ the four police unions (see ¶711), the City’s Department of Law, and the Office of the Inspector General’s Public Safety Section (PSIG).⁷ Moreover, the City recently implemented a new police oversight entity, the Community Commission for Public Safety and Accountability,⁸ which is embedded into the fabric of the City of Chicago’s complex police accountability system.

³ For an overview of the CPD’s and the City’s disciplinary processes, see the Office of the Inspector General’s video explaining the process: <https://igchicago.org/about-the-office/our-office/public-safety-section/cpd-disciplinary-process-overview/>.

⁴ See *Bureau of Internal Affairs Reports*, CHICAGO POLICE DEPARTMENT, <https://home.chicagopolice.org/inside-cpd/reports/>.

⁵ See *Chicago Police Board*, CITY OF CHICAGO, <https://www.chicago.gov/city/en/depts/cpb.html>

⁶ See *Civilian Office of Police Accountability*, COPA, <https://www.chicagocopa.org/>.

⁷ See *Public Safety Section*, OFFICE OF INSPECTOR GENERAL CITY OF CHICAGO, <https://igchicago.org/about-the-office/our-office/public-safety-section/>.

⁸ See *Mayor Lightfoot Announces Adam Gross to Serve as Executive Director of the Community Commission for Public Safety and Accountability*, Adam Gross will lead the City’s first-ever Community Commission for Public Safety and Accountability, OFFICE OF THE MAYOR (January 10,

The IMT acknowledges that holding officers who “violate policies, procedures, orders, or directives that are required by this Agreement” accountable for their actions is sometimes complicated. The IMT has consistently emphasized that officer accountability – and public transparency about accountability processes – must be a shared responsibility among all leaders in the CPD, from sergeants to the Superintendent.

Moreover, the Public Safety section of Chicago’s Office of the Inspector General recently published a review of the CPD’s disciplinary system, reflecting their evaluation of the “consistency and fairness of the processes by which investigating and reviewing agencies determine disciplinary sanctions.”⁹ Overall, the OIG’s report found that “the disciplinary process for the Chicago Police Department members risks unfair and inconsistent outcomes across misconduct investigations,”¹⁰ which is cause for concern.

We note, for example, that while several paragraphs of the Consent Decree require progressive discipline (see ¶¶238–39 in addition to ¶643), we have seen no evidence of a functional progressive discipline policy or process. Further, as we have noted for the last two reporting periods, the CPD is not implementing the district-level Accountability Sergeants—the first line of accountability in the agency—as required by ¶¶493–95.

The City and the CPD have assured the IMT that negotiations between the City and the FOP regarding the implementation of such discipline regarding officers failing to use body-worn cameras properly have been settled, we did not receive evidence of progressive discipline for such violations before the end of the eighth reporting period.¹¹

2022), https://www.chicago.gov/city/en/depts/mayor/press_room/press_releases/2022/january/Adam-Gross-Appointment.html. See also <https://www.chicago.gov/city/en/depts/ccpsa.html>.

⁹ See *Chicago Police Department Disciplinary Process Overview*, OFFICE OF INSPECTOR GENERAL CITY OF CHICAGO, <https://igchicago.org/about-the-office/our-office/public-safety-section/cpd-disciplinary-process-overview/>.

¹⁰ See *OIG Finds That The Disciplinary Process For Chicago Police Department Members Risks Unfair And Inconsistent Outcomes Across Misconduct Investigations*, CITY OF CHICAGO OFFICE OF INSPECTOR GENERAL (June 16, 2022), <https://igchicago.org/2022/06/16/oig-finds-that-the-disciplinary-process-for-chicago-police-department-members-risks-unfair-and-inconsistent-outcomes-across-misconduct-investigations/>. See also, *Enforcement of the Chicago Police Department’s Rule Against False Reports*, CITY OF CHICAGO OFFICE OF INSPECTOR GENERAL (May 25, 2023), [Enforcement of CPD’s Rule Against False Reports – Rule 14 \(igchicago.org\)](https://igchicago.org/enforcement-of-cpd-rules-against-false-reports-rule-14/).

¹¹ The full text of the Illinois SAFE-T Act is available here: <https://www.ilga.gov/legislation/publicacts/101/PDF/101-0652.pdf>.

Consent Decree ¶677–78

677. *The City and CPD agree to hire, retain, or reassign current City or CPD employees to form a unit with the knowledge, skills, and abilities necessary to facilitate compliance with this Agreement.*

678. *At a minimum, CPD will designate personnel to be responsible for: a. coordinating the City’s and CPD’s compliance and implementation activities; b. facilitating the provision of data, documents, materials, and access to the City’s and CPD’s personnel to the Monitor and OAG, as needed; c. ensuring that all data, documents, and records are maintained as provided in this Agreement; and d. assisting in assigning implementation and compliance related tasks to CPD personnel, as directed by the Superintendent or the Superintendent’s designee.*

Compliance Status

While the City and the Chicago Police Department (CPD) continue to implement the requirements of the Consent Decree, we are increasingly concerned about the lack of consistent staffing and retention levels.

The City and the CPD have designated the following entities to be responsible for the following provisions of ¶678:

- 678(a): the CPD’s Reform Management Group and the City’s Department of Law;
- 678(b) and (c): the CPD’s Office of Legal Affairs and the City’s Department of Law; and
- 678(d): the CPD’s Reform Management Group.

Overall, personnel from the City, the CPD, and other relevant City entities continue to assist the IMT by providing information, updates, and evidence of compliance efforts. These representatives frequently arrange communications and help the IMT navigate the complexity of the City entities.

As with previous reporting periods, we have had some specific concerns about the lack of consistent staffing and retention levels in the Reform Management Group and the high level of turnover in the four years since the Consent Decree began. The Reform Management Group is located within the CPD’s Office of Constitutional Policing and Reform and works closely with the CPD’s Office of Legal Affairs and the City’s Department of Law. We have mentioned in previous reports our

concern about the turnover in Executive Directors in the CPD’s Office of Constitutional Policing and Reform – three people have held that position in 3.5 years. Additionally, as of the end of the eighth reporting period, the Executive Director position stood vacant. Consistent leadership is of the utmost importance for reform to be sustainably implemented.

The personnel in these groups have many of the “knowledge, skills, and abilities necessary to facilitate compliance with this Agreement,” as ¶677 requires. The City’s Department of Law provides many of the project management functions for the relevant city entities—the Civilian Office of Police Accountability (COPA); the Chicago Police Board; the City Office of Inspector General (OIG), including the Deputy Inspector General for Public Safety (Deputy PSIG); and the Office of Emergency Management and Communications (OEMC). The Reform Management Group provides many of these project management functions for the CPD.

We also have concerns about the staffing of the CPD’s Audit Division, which is critical to the sustainability of the reform effort. The Audit Division’s mission is as follows:

The mission of the Audit Division is to provide quality, independent and objective assessments of the operations, processes, and internal controls in support of the Chicago Police Department ('Department'), including but not limited to work related to the strategic plan and consent decree. During internal audits and other reviews in which areas for improvement are identified, recommendations will be made to enhance Department operations. The Audit Division promotes accountability by proactively working with officials across all the Department to identify risks, evaluate controls, and make recommendations intended to promote constitutional policing and the effective delivery of police services. The Department is committed to the use of audits and other reviews to assess adherence to its stated orders, policies, and procedures—as well as to demonstrate consistency with the strategic plan and compliance with the consent decree into which the Department entered with the Attorney General of the State of Illinois. All audits and reviews are intended to provide objective information to inform decision-making and to help improve the internal transparency and accountability of the Department’s operations.

The chronic understaffing of this unit is short-sighted for the future of sustainable reform at the CPD. We previously noted that over a year lapsed between the time the prior Assistant Director of the Audit Division—along with other talented analysts and social scientists —left the CPD in November 2021 and the time a new

Assistant Director was named. Stability and staffing in this important self-monitoring function is crucial for sustainable reform. The CPD should be mindful of how these staffing shortages affect the long-term durability of reforms. Moreover, it is unclear to the IMT how and whether the CPD implements any of the recommendations coming from Audit Division findings. We would appreciate seeing plans for and evidence of the CPD's implementation of Audit Division recommendations.

Likewise, since the beginning of the Consent Decree, we have had concerns regarding a lack of direct participation from the CPD Command staff in reform activities.

We also note our concern with the staffing in a few other units within the CPD that are crucial drivers of Consent Decree compliance. The City and the CPD must continue to make efforts to maintain staffing at appropriate levels at all times in the following key departments: the Research and Development Division, the Tactical Review and Evaluation Division¹² (or TRED, an umbrella under which the Force Review Unit, the Firearm Pointing Review Unit, the Foot Pursuit Review Unit, the Search Warrant Review Unit, and the Fourth Amendment Stop Review Unit reside), the Legal Affairs Division, the Education and Training Division, the Crisis Intervention Team, the Audit Division, the Office of Community Policing, the Bureau of Internal Affairs (BIA), and the Reform Management Group. All have experienced consistent understaffing, which is concerning.

Further, during previous reporting periods, we identified several additional staffing and resource needs, noting the impacts of organizational changes. As we noted earlier, changes in leadership can disrupt efforts toward reform during transition periods.

Many of the City's and the CPD's efforts and achievements in the first seven reporting periods continued into the eighth reporting period. The City Department of Law, the CPD's Office of Constitutional Policing and Reform, the Legal Affairs Division, and the Research and Development Division (¶¶677–78) continued to be fully engaged in the monitoring process. The City and the CPD also maintained regular channels of communication with the IMT and the OAG and continued dialogue, problem-solving, and brainstorming about requirements and challenges regarding the paragraphs of the Consent Decree.

¹² The CPD Force Review Division's 2021 Year-End Report notes, "Beginning in 2022, the Force Review Division will be renamed the Tactical Review and Evaluation Division (TRED). This name change was enacted to reflect the additional duties performed by the FRD. TRED will encompass the Force Review Unit, Firearm Pointing Review Unit, Foot Pursuit Review Unit, Search Warrant Review Unit, and the Fourth Amendment Stop Review Unit" (p.13). Before TRED's expanded responsibilities, it was known simply as the Force Review Division (as reflected in the title of the 2021 Year-End Report). The *2021 Year-End Report* may be accessed here: <https://home.chicagopolice.org/wp-content/uploads/2021-YEAR-END-REPORT.pdf>.

As noted in previous reporting period, we recognize that the City’s and the CPD’s resources are limited. As referenced above, the City and the CPD have already added many resources to guide compliance efforts.

We remain concerned, however, about whether these divisions are sufficiently staffed at present. Before the COVID-19 pandemic, many of these staffing increases had begun to make the City’s compliance efforts more efficient. While we understand that ongoing challenges continue based on limited resources and staff and the lingering effects of COVID-19, as well as the CPD’s continuing recruitment challenges,¹³ we reiterate the need for the City and the CPD to devote sustained or increased resources and staffing to the Office of Community Policing, the Education and Training Division, the Audit Division, the Tactical Review and Evaluation Division, the Research and Development Division, the Bureau of Internal Affairs (BIA), and the Crisis Intervention Team. The pace of reform will continue to be painfully slow without the City and the CPD devoting appropriate levels of resources to these crucial divisions.

Consent Decree ¶679

679. The City and CPD agree to collect and maintain all data and records necessary to document compliance with this Agreement, including data and records necessary for the Monitor to conduct reliable compliance reviews and audits.

Compliance Status

As we have noted in each of our previous Independent Monitoring Reports and in the Data Collection, Analysis, and Management section of this report, we are still unsure whether the City and the CPD are currently collecting and maintaining “all data and records necessary to document compliance with this Agreement.” This is due, in part, to pervasive data systems challenges. Not only do we need complete and verifiable data to assess compliance across all areas of the Consent Decree, but also the City and the CPD need this data to monitor, reform, and adapt its efforts to current and future challenges. The research, analysis, and data collection under the Consent Decree and best practices are demanding. To effectively identify and resolve existing and upcoming challenges, the City and the CPD must collect, maintain, track, and analyze the data. To meet these challenges, the City, the CPD, and the OAG continue to engage in data discussions for each topic area.

¹³ See, e.g., Jake Sheridan, *Chicago police to try rehiring retired cops, in bid to bolster ranks, officials say*, CHICAGO TRIBUNE (March 24, 2023), <https://www.chicagotribune.com/news/breaking/ct-chicago-police-rehire-retired-officers-lateral-20230325-cxn57szfpvbn-zhfvrt6mb46omq-story.html>.

Based on these discussions, there is universal agreement that the CPD has a long way to go to meet the data requirements of the Consent Decree.

The CPD still does not have a consistent system for auditing and validating its data systems or correcting and upgrading those systems based on regular audits (see ¶1606). While the CPD may maintain, assess, and correct data system problems regularly, it is not doing so based on a standard audit process. The CPD is continuing efforts to fully map and explore their current data collection systems and processes and providing documents related to the core elements of the CPD's Roadmap to Operational Compliance which clearly identified the data CPD needs to inform and evaluate the successful implementation of this roadmap.

In short, the CPD still does not currently have the data resources and systems in place to meet the demands of the Consent Decree. We will continue to work with the City and the CPD to ensure that these efforts are prioritized.

Consent Decree ¶1680

***680.** Beginning with the Monitor's first report filed with the Court, and for each subsequent semiannual report by the Monitor, the City agrees to file a status report one month before each of the Monitor's reports is due for the duration of this Agreement. The City's status report will delineate the steps taken by CPD during the reporting period to comply with this Agreement, and CPD's assessment of the status of its progress implementing this Agreement.*

Compliance Status

The City filed the status reports required by ¶1680 before the IMT issued its draft monitoring reports for the first three reporting periods. In the fourth reporting period, however, the City and the CPD filed the status report on September 8, 2021, and in the fifth reporting period, the City and the CPD filed the status report in March 2022 (over two months late). In the sixth reporting period, the City's status report is dated "October 2022," which is over two months late. In the seventh reporting period, the City and the CPD filed their status report on April 17, 2023. Because the IMT received the status report so late, it could not be used to assist us in preparation of the initial drafts of the Independent Monitoring Report 7, which is the intention of this Consent Decree requirement. In the eighth reporting period, the City and the CPD provided their draft status report on September 27, 2023 – nearly three months overdue.

The IMT views these status reports as helpful tools, as the City's and the CPD's self-assessment to help clarify the City's progress and make accurate compliance determinations. The utility of these reports to the IMT hinge upon their timing. They

are most useful if the City and the CPD completed them and submitted them to the IMT by the deadline required by this paragraph. We continue to urge the City to comply with this Consent Decree requirement in the ninth reporting period.

Consent Decree ¶682

682. The Monitor will have access to all individuals, facilities, trainings, meetings, disciplinary proceedings, reviews, and incident scenes that the Monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this Agreement. The City will ensure that it facilitates the Monitor's access in a prompt, cooperative, and unobstructive manner.

Compliance Status

Since the beginning of the Consent Decree monitoring process, the IMT and the City discussed logistics regarding access to individuals, facilities, trainings, meetings, and incident scenes. Although the IMT has generally had access to necessary people, places, and events, we have not experienced receiving access to these in a prompt manner in all instances. Additionally, during recent reporting periods, the IMT's access has decreased. These efforts have been a work in progress. Although we appreciate, for example, that the City finally provided IMT access to Critical Incident Reviews and Force Review Board proceedings following officer involved shooting incidents, we have begun to see decreased access to a variety of materials and have encountered various accessibility issues during on-site monitoring activities. We are hopeful that we will be able to work with the City and the CPD to continue to resolve access issues in the ninth reporting period.

We expect the City to continue its work to ensure access to individuals, facilities, trainings, meetings, and incident scenes in a prompt, cooperative, and unobstructive manner. Additionally, we hope to see the City make improvements to allow the IMT access also to all disciplinary proceedings and reviews. We will continue to work with the City to ensure compliance with the requirements of ¶682.

Consent Decree ¶683

683. CPD will notify the Monitor as soon as practicable, and in any case within 24 hours, of any officer-involved shootings, any death of a person in CPD custody, or any arrest of a CPD member. In the event a CPD member is arrested by a law enforcement agency other than CPD, CPD will notify the Monitor as soon as practicable, and in any case within 24 hours of receiving notice of the arrest. The Monitor will cooperate with the City to obtain access to people and facilities in a reasonable manner that, consistent with the Monitor's responsibilities, minimizes interference with daily operations.

Compliance Status

Since the beginning of the monitoring process, the CPD has consistently notified the IMT of any officer-involved shootings, any death of a person in CPD custody, and any arrest of a CPD member within 24 hours after the event through its Crime Prevention and Information Center (CPIC) email notification system.

As of the date of this report, three members of the IMT are subscribed to the CPIC notification system and receive automatic emails about these events. In this reporting period, again, the CPIC notification emails did not consistently reach all members of the IMT who are subscribed. We have discussed this lapse with the CPD, and we understand they are working on fixing the issue.

The CPD and the City have provided IMT access to City personnel and facilities across entities. They have also allowed members of the IMT to observe and learn more about officer-involved shooting scenes and processes.

Consent Decree ¶684

684. The City and CPD will ensure that the Monitor has prompt access to all City and CPD documents and data related to the Agreement that the monitor reasonably deems necessary to carry out the duties assigned to the Monitor by this Agreement, except any communications, documents, or data to which access is limited or precluded by court order, or protected by the work product doctrine or the attorney-client privilege (collectively, "privilege").

Compliance Status

The City and the CPD have made many efforts to provide the IMT with access to documents and data relevant to the Consent Decree.

As noted in many of our monitoring reports, we have had significant concerns regarding document and data productions, as a substantial number of materials would arrive at or near the end of the reporting period. This challenge continues. While in the fifth reporting period, the City and its relevant entities made significant improvements, we again see materials arriving at the tail end of the reporting period, which hampers the IMT's thorough reviews. Additionally, in the eighth reporting period, the City produced nearly 70 productions in the last month of the reporting period. Before the last month, the City on average submitted nearly 26 productions per month of the eighth reporting period. We continue to urge the City to take a more holistic approach to their submissions to ensure they are submitted in a timely manner and allow for collaboration and discussion with the IMT and OAG.T

Further, in the eighth monitoring periods, the City and the CPD continued discussions with the IMT about how to improve the quality of their document and data productions. As we mention in ¶679 (*see also* ¶606), the CPD does not currently have the data resources and systems in place to meet the demands of the Consent Decree. We are aware that the CPD is still in the process of assessing and reorganizing several facets of its data management systems, and we hope that the reorganization is effective. In the eighth reporting period, the City and the CPD continued to work with the IMT to continue the process of assessing and reorganizing several facets of its data management system.

Further, early in the Consent Decree, the IMT and the OAG began to have concerns regarding how promptly the City and some of the City's relevant entities respond to requests for information. The City, the CPD, the OAG, and IMT continue to dedicate time toward addressing these concerns and improving the request and production procedures, but we remain concerned about many IMT and OAG requests for information that remain unfulfilled.

We look forward to continuing to work with the City and the CPD to resolve the access issues and hope for more timely responses to our requests for information in future reporting periods.

Consent Decree ¶¶685 and 686

685. Privilege may not be used to prevent the Monitor from observing training sessions, disciplinary hearings, or other CPD, COPA, or Police Board activities or proceedings that do not involve the provision or receipt of legal advice. The City is not required to provide the Monitor with access to documents or data that is privileged. Should the City or CPD decline to provide the Monitor with access to communications, documents, or data based on privilege, the City or CPD will inform the Monitor and

OAG that documents or data are being withheld on the basis of privilege which may, but need not be, in the form of a privilege log. If the Monitor or OAG objects to an assertion of privilege, the Monitor or OAG may challenge the propriety of the privilege assertion before the Court.

686. *In coordination with the City’s legal counsel, OAG and its consultants and agents will have access to all City and CPD personnel, facilities, training, documents, and data related to this Agreement, except any documents or data protected by privilege. OAG and its consultants and agents will coordinate with the City’s legal counsel to access personnel, facilities, training, documents, and data in a reasonable manner that is consistent with OAG’s right to seek enforcement of this Agreement and that minimizes interference with daily operations. The City is not required to provide the Monitor with access to communications, documents, or data that is privileged. Should the City or CPD decline to provide OAG with access to documents or data based on privilege, the City or CPD will inform OAG that that documents or data are being withheld on this basis, which may, but need not be, in the form of a privilege log. If OAG objects to a privilege assertion by the City or CPD, OAG may challenge the propriety of the privilege assertion before the Court.*

Compliance Status

Further, since the beginning of the Consent Decree, there have also been access issues and disputes between the OAG and the City. And in recent reporting periods, we have seen increases in the City or the CPD disputing access to information. We anticipate that the City, the CPD, the OAG, and the IMT will continue to make progress toward resolving those issues.

Consent Decree ¶687

687. The Monitor and OAG will provide the City and CPD with reasonable notice of a request for documents or data. Upon such request, the City and CPD will provide the documents or data (in electronic format, where readily available) in a timely manner, unless withheld based on privilege.

Compliance Status

As we state in ¶684, early in the Consent Decree process the IMT and the OAG began to have concerns regarding how promptly the City and some of the City's relevant entities respond to requests for information.

It is important that the IMT and the OAG be provided requested documents and data in a timely manner moving forward. Delays affect our compliance assessments and the City's progress in achieving compliance with the Consent Decree. We will continue to work with the City and the CPD by providing full and detailed document and data requests regularly and look forward to receiving such materials in a prompt manner.

Consent Decree ¶699

699. The City agrees to require compliance with this Agreement by its officers, officials, employees, agents, agencies, assigns, or successors.

Compliance Status

This paragraph is an overarching paragraph with requirements that the City and the CPD will likely not achieve until it has achieved much more progress overall. In previous reporting periods, the IMT has relayed concerns that the City and the CPD have not made as much progress toward achieving the requirements of the Consent Decree as the IMT had hoped in the first few years. However, the City and its relevant entities have begun to work diligently to develop, revise, and implement policies, as well as develop plans and training curricula compliant with the Consent Decree.

By the end of the eighth reporting period, the City has not yet finalized and implemented all policies required by the Consent Decree. We look forward to continued progress toward compliance with the requirements ¶699 and we will continue to work collaboratively with the City following the policy and plan review procedures detailed in ¶¶626-41.

700. *The City will be responsible for providing necessary and reasonable financial resources necessary through steps or processes that can include the budget process to fulfill its obligations under this Agreement, subject to the terms and conditions set forth herein.*

701. *The City's entry into this Agreement is not an admission by the City, CPD, or any agent or employee of either entity that it has engaged in any unconstitutional, illegal, or otherwise improper activities or conduct. The City's entry into this Agreement is not an admission of any of the findings or conclusions contained in the DOJ's Report.*

704. *This Agreement is binding upon all Parties hereto, by and through their officials, employees, agents, representatives, agencies, assigns, and successors. If the City establishes or reorganizes a government agency or entity whose function includes overseeing, regulating, investigating, or otherwise reviewing the operations of CPD or any aspect thereof, the City agrees to ensure that these functions and entities are consistent with the terms of this Agreement and will incorporate the terms of this Agreement into the oversight, regulatory, investigation, or review functions of the government agency or entity as necessary to ensure consistency.*

705. *Nothing in this Agreement will in any way prevent or limit the City's right to adopt future measures that exceed or surpass the obligations contained herein, as long as the terms of this Agreement are satisfied.*

706. *The City is responsible for providing necessary support and resources to CPD to enable CPD to fulfill its obligations under this Agreement.*

Compliance Status

As we noted in ¶¶677–78, we have significant concerns about the lack of consistent staffing and retention levels within the City and the CPD in areas crucial to the efficient implementation of the requirements of the Consent Decree. The City and the CPD must continue to make efforts to maintain staffing at appropriate levels at all times in the following key departments: the Research and Development Division, the Force Review Unit (now housed in TRED, the Tactical Review and Evaluation Division), the Legal Affairs Division, the Education and Training Division, the

Crisis Intervention Team, the Audit Division, the Office of Community Policing, the Bureau of Internal Affairs (BIA), and the Reform Management Group.

By way of an example of resource shortages, when the Consent Decree process began in March 2019, the CPD comprised 13,319 officers; as of the end of the eighth reporting period, the CPD comprised 11,704 officers.¹⁴ We provide more detail about the CPD’s challenges in hiring officers in the Recruitment, Hiring, and Promotion section of this report and also note that during the previous reporting period, the CPD lowered its hiring standards amid the staffing shortage.¹⁵

The decrease in officers has drawn attention from elected leaders¹⁶ and appointed leaders.¹⁷ The IMT notes that significant understaffing of officers—particularly supervisors—will add to the challenge the CPD already faces to achieve compliance with the Consent Decree’s Unity of Command and Span of Control requirements (see ¶¶357–68).

One example of insufficient staffing levels is the number of officers working in the CPD’s Tactical Review and Evaluation Division (TRED). Specifically, the number of officers assigned to TRED decreased 19% and the number of sergeants assigned to TRED decreased 14%. The number of Lieutenants remained the same, as only one Lieutenant working in TRED. Also noteworthy was the decrease of Commanders from one Commander to zero by the end of the seventh reporting period. However, in the eighth reporting period, CPD’s TRED slowly increased staffing, ending the reporting period with 13 additional personnel in the unit, but there is still room for improvement.

We remain mindful of insufficient staffing in TRED, a division crucial to the City and the CPD’s implementation of the requirements of the Consent Decree that is responsible for reviewing that force used by CPD officers against Chicagoans is Constitutional. In fact, we are aware of a sizable backlog in cases regarding firearm pointing incidents, preventing TRED from meeting the review timeline (30 days)

¹⁴ See *Sworn CPD Members data dashboard*, OFFICE OF THE INSPECTOR GENERAL, CITY OF CHICAGO (accessed July 25, 2022), <https://igchicago.org/information-portal/data-dashboards/sworn-cpd-members-units-by-month/>.

¹⁵ See, e.g., Cherranda Smith, *Chicago Police Department Lowers Hiring Standards Amid Staffing Shortage*, NEWSRADIO (MARCH 18, 2022), [HTTPS://WOODRADIO.IHEART.COM/CONTENT/2022-03-18-CHICAGO-POLICE-DEPARTMENT-LOWERS-HIRING-STANDARDS-AMID-STAFFING-SHORTAGE/](https://WOODRADIO.IHEART.COM/CONTENT/2022-03-18-CHICAGO-POLICE-DEPARTMENT-LOWERS-HIRING-STANDARDS-AMID-STAFFING-SHORTAGE/).

¹⁶ See, e.g., Fran Spielman, *City Council member says CPD moving cops from special units back to districts to deal with officer exodus*, CHICAGO SUN-TIMES (January 3, 2022), <https://chicago.sun-times.com/news/2022/1/3/22865587/chicago-police-crime-strategy-districts-special-units-officers-retire-brown-beck-napolitano>.

¹⁷ See *Chicago is losing cops at a “significant, almost alarming” rate, deputy mayor says*, CWB-CHICAGO (January 27, 2022), <https://cwbchicago.com/2022/01/chicago-is-losing-cops-at-significant-almost-alarming-rate-deputy-mayor-says.html>.

required by ¶192. The CPD must staff TRED appropriately moving forward to continue its implementation of these important requirements.

Additionally, we continue to have significant concerns about the investment in the City's and the CPD's data infrastructure, arguably one of the most important investments the City can make toward achieving full and effective compliance (see ¶693) because the City bears the burden of demonstrating is compliance by a "preponderance of the evidence" (see ¶720). We are encouraged by the work of the Public Safety Administration Data team that is working to improve data collection, analysis, and management but are disappointed that four years have passed since the Consent Decree process began, and the City and the CPD have yet to fully understand their own data limitations (see ¶606), an exercise that was to have been completed during the first year of the Consent Decree.

Consent Decree ¶711

711. Nothing in this Consent Decree is intended to (a) alter any of the CBAs between the City and the Unions; or (b) impair or conflict with the collective bargaining rights of employees in those units under the IPLRA. Nothing in this Consent Decree shall be interpreted as obligating the City or the Unions to violate (i) the terms of the CBAs, including any Successor CBAs resulting from the negotiation process (including Statutory Impasse Resolution Procedures) mandated by the IPLRA with respect to the subject of wages, hours and terms and conditions of employment unless such terms violate the U.S. Constitution, Illinois law or public policy, or (ii) any bargaining obligations under the IPLRA, and/or waive any rights or obligations thereunder. In negotiating Successor CBAs and during any Statutory Resolution Impasse Procedures, the City shall use its best efforts to secure modifications to the CBAs consistent with the terms of this Consent Decree, or to the extent necessary to provide for the effective implementation of the provisions of this Consent Decree.

Compliance Status

As explained in our previous reports, the City is a party to collective bargaining relationships with four labor unions representing sworn police officers:

- The Fraternal Order of Police, Chicago Lodge No. 7 (FOP);
- The Policemen's Benevolent & Protective Association of Illinois (PBPA), Unit 156 – Sergeants;
- PBPA of Illinois, Unit 156 – Lieutenants; and

- PBPA of Illinois, Unit 156 – Captains (collectively, the “Unions”).

Paragraph 711 of the Consent Decree harmonizes the City’s statutory bargaining obligations with the Unions with the City’s Consent Decree, adopting the following key tenets:

- As a threshold matter, the Consent Decree is not intended to alter the City’s collective bargaining agreements or otherwise to impair or conflict with the officers’ statutory rights to engage in collective bargaining through their chosen representatives (the Unions);
- Likewise, the Consent Decree does not obligate the City (or the Unions) to violate the terms of their collective bargaining agreements, or to violate or waive any bargaining rights or obligations;
- Nevertheless, in recognition of the fact that the City’s labor agreements can and will directly impact its compliance with various provisions in the Consent Decree, the Consent Decree obligates the City to “use its best efforts” in the collective bargaining process “to secure modifications” to its collective bargaining agreements covering sworn officers that are consistent with the terms of the Consent Decree or to the extent necessary to implement the provisions of the Consent Decree.

To monitor compliance with ¶711, the City, the IMT, and the OAG met on a near-monthly basis throughout each of the reporting periods, including the most-recent eighth reporting period, to discuss updates on the City’s progress in bargaining successor labor agreements with the Unions and the status of related pending litigation.

During these meetings, the City provided access to members of its bargaining committee. These members explained the City’s various contract proposals to the Unions, seeking to modify terms in the parties’ prior labor agreements to promote compliance with various Consent Decree provisions. They further explained the City’s efforts in resisting and defending litigation initiated by the Unions relating to these same issues.

For instance, as previously reported, the City proposed to modify the process for receiving and investigating complaints of officer misconduct, including allowing for the investigation of complaints that are anonymous or not backed by a sworn affidavit. *See, e.g.,* ¶¶421, 425, 427, 431, 461, 462, 475, 477, 508, and 514. The City also proposed changes to retain disciplinary records indefinitely, rather than for five years. *See* ¶508. The Unions consistently rejected these proposals during the parties’ negotiations.

Despite the Unions' objections, the City has now instituted these and a number of similar changes to its processes as applied to all officers in each of the four Union-represented units.

With respect to those officers in the three bargaining units represented by the PBPA, the City prevailed in a June 26, 2020 Interest Arbitration Board decision, which confirmed the City's right to use anonymous complaints as a basis for investigations of alleged officer misconduct and accepted the City's position regarding the retention of disciplinary records. The PBPA filed a state court lawsuit seeking to have the Interest Arbitration Board's decision vacated. The City prevailed in this lawsuit, in the Circuit Court (Chancery Division), which granted summary judgment to the City concerning the PBPA's challenges to the interest arbitration decision. The PBPA has appealed that adverse ruling, and the City continues to defend this action (and the institution of the underlying procedural changes).

Aside from the ongoing litigation concerning the interest arbitration award, the City's most recent agreements with the PBPA expired June 30, 2022. The parties gave notice of intent to negotiate further changes to the expired agreements, but negotiations have not progressed. The City expects the PBPA to present proposals relating to COVID vaccinations, wages, and benefits.

With respect to the City's largest bargaining unit of sworn officers—the unit represented by the FOP—the City announced shortly following the conclusion of the fourth monitoring period that it had reached an “interim agreement” with the FOP to implement a series of “accountability changes” to the parties' collective bargaining agreement. Then, during the fifth reporting period, a new proposed agreement with the FOP was approved, both by the FOP's membership through a ratification vote and by a majority vote of the City Council. The new eight-year labor agreement reaches back to the expiration of the prior agreement, July 1, 2017, and continues through June 30, 2025.

As previously reported, the new agreement with the FOP includes a number of changes to the expired agreement specifically aimed at furthering CPD's compliance with various Consent Decree provisions:

- Eliminates the prior ban on anonymous complaints about police misconduct;
- Eliminates the requirement for sworn complainant affidavits, providing instead for an expedited “override” process for anonymous complaints and in situations where the complainant refuses to be identified;
- Removes the requirement to destroy disciplinary records older than five years;
- Allows for broader use of disciplinary records in cases involving police misconduct;

- Adds language that explicitly requires supervisors to report all misconduct;
- Removes the contract language that was viewed as a “ban” on rewarding/recognition officers who report misconduct, stating instead that officers who report potential misconduct are acting in the highest traditions of public service.

The new CBA with the FOP, and the extended bargaining that led to it, focused primarily on economics and accountability issues. Following ratification and approval of the new CBA with the FOP, the City and the FOP commenced so-called “Phase Two” negotiations over further issues and potential changes to employment terms.

Phase Two bargaining with the FOP began in February, May, and June 2022. Those negotiations yielded little progress, and the parties’ discussions were largely dominated by disputes pertaining to COVID vaccine mandates and the City’s cancellation of officer regular days off (“RDOs”). In August and September 2022, the City and FOP met for multiple sessions with a mediator, but were not successful in resolving outstanding issues. Accordingly, the parties commenced interest arbitration proceedings before Arbitrator Edwin Benn. Following the parties’ initial submission of proposals and pre-hearing briefing, Arbitrator Benn scheduled a mediation conference to precede an actual hearing. Then, Arbitrator Benn stayed further mediation in light of the pending mayoral elections and internal FOP elections.

On June 30, 2023, the parties met with Arbitrator Benn for mediation on multiple issues. The Arbitrator identified two specific issues that he considered to be “emergency matters” warranting an immediate/interim award: (1) retention bonus for certain officers; and (2) arbitration of discipline issues, and more specifically, separation cases. Arbitrator Benn requested submissions from the parties on these two issues only, and following briefing, he issued a decision and award in the FOP’s favor. Specifically, Arbitrator Benn accepted the FOP’s proposals that the City pay a \$2,000 retention bonus annually to officers with 20 or more years of service, and that officers facing discharge or suspension for more than 365 days have the option to challenge the disciplinary action in arbitration, in lieu of before the Police Board.

The Arbitrator’s interim award is subject to ratification or rejection by City Council. If the Council rejects the award, the matter is returned to the Arbitrator for reconsideration. If the Arbitrator affirms his original ruling, the City can challenge the action in Circuit Court, but subject to an exceedingly high standard of review.

After resolving these two issues, the Arbitrator has said he will take up the more than 50 other bargaining issues that continue to divide the parties in Phase Two negotiations.

Beyond discussions at the Phase Two bargaining table, the parties continued during the reporting period to litigate a number of unfair labor practice charges filed by the FOP with the State Labor Relations Board, challenging various aspects of the City's COVID response and vaccination mandate. The labor board largely deferred those claims to the parties' contractual grievance and arbitration process. Thereafter, following a hearing and subsequent briefing concerning a consolidated grievance implicating all four Union-represented bargaining units, Arbitrator George Roumell upheld the City's vaccine mandate, but retained jurisdiction over the dispute going forward. Since the arbitrator's award (issued February 23, 2022), the parties have returned to the arbitrator for supplemental hearings and awards on issues related to testing, masking, and discipline. The arbitrator's supplemental award concerning discipline, in particular, outlines a partial matrix of discipline for approximately 200 officers based on relative time in "no pay" status. In addition, the Unions have appealed Arbitrator Roumell's original decision upholding the vaccine mandate. That appeal remains pending in the Illinois Supreme Court.

In addition to the COVID-related grievances, the City and the Unions remain opposed with respect to a dispute concerning the City's ability to cancel an officer's "regular day off" (RDO) and require the officer to work. The City maintains the CBA allows for this practice, provided the officer receives premium pay. The Unions have positioned this consolidated grievance as an officer wellness issue, arguing that officers effectively no longer have RDOs and are suffering from exhaustion, which can lead to errors.

The IMT will continue to monitor the City's efforts to utilize best efforts to secure process and procedure changes applicable to its Union-represented workforce consistent with the reforms set forth in the Consent Decree. And where to date the City has achieved varying measures of success in securing such changes, the IMT will continue to monitor the City's ongoing efforts to maintain these changes in the face of ongoing litigation and other challenges initiated by the Unions.

In addition, to the extent that issues concerning COVID response and officer days off have direct bearing on officer staffing and the City's corresponding ability to implement the Consent Decree, the IMT will continue to monitor progress regarding the Parties' ongoing Phase Two negotiations and litigation.

Consent Decree ¶714

714. The City will endeavor to achieve full and effective compliance within five years of the Effective Date. On or about five years from the Effective Date, the Court will hold a hearing to assess whether the Agreement should be terminated. This Agreement will terminate when the Court finds that the City has achieved full and effective compliance with this Agreement and has maintained such compliance with the material requirements for at least one year for the sections delineated as Group A below, and for at least two years for the sections delineated as Group B below. a. Group A: Recruitment, Hiring, and Promotions; Training; and Officer Wellness and Support. b. Group B: Community Policing; Impartial Policing; Crisis Intervention; Use of Force; Supervision; Accountability and Transparency; and Data Collection, Analysis, and Management.

Compliance Status

On March 25, 2022, the City, the CPD, and the OAG entered into a Stipulation to the Consent Decree regarding Search Warrants, Consent Decree Timelines, and the Procedure for “Full and Effective Compliance”¹⁸ (see ¶717).

As stated in previous monitoring reports and throughout this process, the IMT articulated its concern that the City would not achieve full and effective compliance with the Consent Decree within five years of its effective date (March 1, 2024). As a result of those concerns and other pressing issues, the Parties negotiated the Stipulation, which states that “the City agrees to endeavor to achieve full and effective compliance by the end of the 16th reporting period (June 30, 2027), eight years after the effective date of the Consent Decree.” To that end, we also provide Part I of our Comprehensive Assessment (¶¶657–59)—and along with corresponding responsibilities in the Consent Decree—in Independent Monitoring Report 8.

Likewise, the Parties also clarified to how the IMT will report on further progress:

Given the City’s and the CPD’s intention to reach full and effective compliance with the Consent Decree in 2027 and the ongoing efforts to mitigate the impact of COVID-19, the Parties also agreed that the Monitor will track specific deadlines and recurring obligations differently: The specific deadlines will continue to be extended

¹⁸ See *Stipulation Regarding Search Warrants, Consent Decree Timelines, and the Procedure for “Full and Effective Compliance,”* Illinois v. Chicago, Case No. 17-cv-6260 (March 25, 2022), <https://cpdmonitoringteam.com/wp-content/uploads/2022/03/2022.03.25-Stipulation-Regarding-Search-Warrants-Consent-Decree-Timelin...pdf>.

by 64 days, but recurring obligations will return to the appropriate cadences (e.g., monthly, quarterly, annually). For each paragraph and requirement, the Parties and the IMT will—following the text of the Consent Decree—collaborate to ensure recurring requirements are scheduled to enable the City, CPD, and other City entities to reach compliance as efficiently as possible and in accordance with the purposes of each requirement (e.g., effective and regular training or data analysis).

As reflected throughout this report, we believe that these changes will permit the City, the CPD, the OAG, and the IMT to focus on the most effective and efficient paths toward effective and sustainable compliance.¹⁹

We look forward to the progress the City will make over the next three years as they work toward achieving full and effective compliance with all requirements of the Consent Decree. The IMT remains committed to working collaboratively with the City and the CPD as they work towards the new timelines set forth in the stipulation.

Consent Decree ¶720

***720.** At all times, the City will bear the burden of demonstrating by a preponderance of the evidence it has achieved full and effective compliance with the requirements of this Agreement.*

Compliance Status

To reach compliance with the Consent Decree, the City and the CPD must provide the IMT with sufficient evidence that they are making reforms and meeting the requirements set forth therein. The CPD must also demonstrate that it has appropriate resources (see ¶¶700 and 706) and procedures that will effectuate timely and sustainable compliance.

We believe that the City understands that it bears the burden of demonstrating compliance with the Consent Decree. In fact, we believe that the City and many of its relevant entities have taken increased ownership over this obligation through large unilateral productions of compliance records. Since the City and its entities have started making these productions, the number of OAG and IMT requests for

¹⁹ The Stipulation also clarified the process for the Court to find the City in full and effective compliance regarding any of the material requirements in the Consent Decree. See ¶715. Specifically, the Court “may accept the IMT’s determination that the City has met ‘Full compliance’ in a semiannual report and may retroactively start the relevant one- or two-year compliance period at the date the IMT filed the corresponding semiannual report.” *Stipulation Regarding Search Warrants, Consent Decree Timelines, and the Procedure for “Full and Effective Compliance,”* Illinois v. Chicago, Case No. 17-cv-6260 (March 25, 2022).

information has decreased (see ¶1687). While we appreciate the productions of compliance records, there continue to be some challenges with the City meeting the remaining requests for information or disputing whether the information should be provided. See ¶1684.

Consent Decree ¶721

***721.** Prior to termination of this Agreement, CPD will develop a plan, in consultation with the Monitor and OAG, to conduct compliance reviews, audits, and community surveys deemed necessary and appropriate following the termination of the Consent Decree. CPD will publish the plan for continuing assessments, if any, on CPD's website.*

Compliance Status

As mentioned throughout this report, the CPD's Audit Division remains understaffed, which affects its ability to comply with the requirements of the Consent Decree. As of the date of this report, the IMT has not yet received a comprehensive plan for compliance reviews, audits, and community surveys following the termination of the Consent Decree. Although CPD has discussed their *Road to Operational Compliance* with the IMT in detail, we remain concerned about the CPD's plans for sustainability. We have not yet received a plan that covers how each division and the department as a whole will continue the reformed practices as laid out in the Consent Decree.

We are hopeful that the CPD will begin to think forward to a long-term plan for not only reaching full and effective compliance, but how it can sustain these reformed practices well after the Consent Decree is terminated. Constitutional policing practices must be ingrained into the CPD's policies, practices, and culture. We believe it is crucially important that CPD begin to develop the plan required by ¶721.