

City of Milwaukee Settlement Agreement Sixth Annual Report



The Crime and Justice Institute
December 2024

The photo on this cover depicts “Honor Difference”, painted in 2017 by Katie Mullen and Jordan Pintar. This mural, which was commissioned by 88Nine Radio Milwaukee, can be found on the northern exterior wall of Var Gallery & Studios. You can learn more about this mural on the Milwaukee Mural Map website, [Milwaukee Mural Map](#). Photo taken by 88Nine Radio Milwaukee.

To the Parties to *Charles Collins, et al. v. City of Milwaukee, et al.*:

This report represents the Crime and Justice Institute's (CJI) Sixth Annual Report, providing our assessment of the Defendants' progress with implementing the reforms required by the Settlement Agreement. The Settlement Agreement stipulates a 30-day review period for the Parties to identify any objections and a 30-day period for CJI to make revisions. Thus, while this report is being released in December 2024, the information presented here reflects the Defendants' compliance status as of September 2024 and, therefore, some information may appear to be out of date at the time of release. Nonetheless, CJI is bound by the terms of the Agreement and this review period.

This Sixth Annual Report represents CJI's final annual report as Consultant to the ongoing Collins, et al. Settlement Agreement work. New this year and intended to provide specificity to the compliance status of each of the requirements in the Agreement, we have designated some requirements as "Functionally Compliant." Explained in this report and similar to our development and use of "In Process" as a classification for compliance, we have developed the classification "Functionally Compliant" to identify areas of the Agreement where the "Compliant" or "Non-Compliant" classifications do not offer enough information about the requirement's current status. Functionally Compliant requirements are areas of the Agreement where there is evidence that the change represents a stable element of the MPD or FPC that has become a foundational, long-term, organizational practice. We acknowledge that the Agreement requires annual assessment to track compliance and thus requirements deemed Functionally Compliant will need to continue to be assessed with the appropriate methodology along with all other requirements of the Agreement, regardless of compliance status. It should be noted that this "Functionally Compliant" designation for specific requirements in the Agreement is not meant to be synonymous with "Substantial Compliance," a term in the Agreement that has not yet been formally defined by the Parties or the Court. The Functionally Compliant classification identifies requirements that represent sustainable organizational practices unlikely to shift out of compliance in the years to come.

With the addition of this compliance distinction to CJI's compliance tracking schema, the Parties and the public will be able to identify areas of the Agreement that meet compliance and represent foundational change (Functionally Compliant), requirements that have met the standards of the Agreement (Compliant), items that are headed in the right direction (In Process), and where the Defendants remain non-compliant with the terms of the Agreement (Non-Compliant). This information is intended to assist the Parties and the new Consultant in developing pathways for reaching full compliance with the Agreement. The Conclusion section of the report provides a broad assessment of each section of the Agreement that identifies areas of work that still must be accomplished.

CJI looks forward to continued progress towards more equitable policing practices in the City of Milwaukee and commends the Parties' efforts over the past six years as partners in establishing equitable co-produced public safety.

Sincerely,

Katie Zafft, Ph.D.
Crime and Justice Institute

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Executive Summary

On July 23, 2018, the U.S. District Court for the Eastern District of Wisconsin entered an order adopting a Settlement Agreement (SA) among the Parties to *Charles Collins, et al. v. City of Milwaukee, et al.* The Plaintiffs in that case alleged racially disparate and unjustified stops, frisks, and other unconstitutional police actions were routinely occurring. The Defendants denied those allegations and maintained that denial in the Settlement Agreement. By the terms of the Agreement, the City of Milwaukee, the Fire and Police Commission (FPC), and the Chief of the Milwaukee Police Department (MPD) in his official capacity (collectively, the “Defendants”)¹ are committed to implementing significant changes to policies, training, supervision practices, and the use and sharing of data.

As part of the Settlement Agreement, a Consultant must prepare an annual report that addresses the Defendants’ compliance with the terms of the Settlement Agreement based on a review of MPD and FPC actions and an annual analysis of MPD data on traffic stops, field interviews, no-action encounters, and frisks. After mutual agreement by the counsel for the Plaintiffs and the Defendants, the City of Milwaukee contracted with the Crime and Justice Institute (CJI) to serve as the Consultant. CJI’s role is to focus on Settlement Agreement compliance and to conduct prescribed data analyses. We also serve as a technical advisor and facilitator as the Defendants, through primarily the MPD and the FPC, work toward providing effective, safe, and constitutional policing. We use the language in the Settlement Agreement to define the scope of our responsibilities.

The initial years of the Settlement Agreement, starting in July 2018, were foundational with a focus on revising policies, conducting training, and implementing accountability systems. In subsequent years the work evolved with a greater focus on adherence to policy and training, improving data systems, and incorporating feedback loops into operations. This past year’s focus has been on taking stock of what progress remains for In Process and Non-Compliant requirements.

This Sixth Annual Report represents CJI’s assessment of the Defendants’ progress and challenges in implementing and sustaining the reforms required by the Settlement Agreement as of November 2024.² Reports for previous years have reflected a July to September drafting period. The Parties agreed to shift the reporting timeline this year to reflect a draft review period of November to January, and as such, this report reflects work performed from July 2023 through October 2024.

Notable Areas of Progress

During year six of the Settlement Agreement, the FPC experienced minimal vacancies and turnover. Despite the resignation of its senior auditor in April 2024, the FPC was able to quickly replace this team member through an internal promotion. The FPC also hired two new auditors in May and July of 2024, resulting in a fully staffed, four-person audit unit at the FPC for the first time. The audit unit’s expanded size and capacity has allowed the FPC to build on its progress in year six and strengthen its oversight functions more generally. In addition to the audits specifically required by the Settlement Agreement, the FPC’s audit unit completed or initiated several non-Settlement Agreement-related audits in 2024. These other audits focused on areas like citations and

¹ Throughout this report we refer to the “Defendants” as the collective of the entities named. Our use of this word is intended to be inclusive of the MPD, the FPC, and City of Milwaukee leadership, which we understand to be the Office of the Mayor and the Common Council. We refer to the City of Milwaukee or the City in some instances where it is appropriate.

² As the Consultant, CJI presents a draft report to the Parties covering the previous 12 months. According to SA V.A.9, the Parties then have 30 days to serve each other and the Consultant with any objections to the Draft Report. The Consultant then has 30 days to make revisions based on the objections.

warnings, police overtime, use of force, vehicle pursuits, and domestic violence calls for service. The expanded scope of the FPC's auditing capabilities allows for a more robust and proactive oversight model.

In year six, the FPC continued to develop and implement new recruiting and hiring initiatives to create a more diverse police force. The FPC added a second recruiter to its team in September 2023, allowing for increased community engagement and outreach. In July 2024, the FPC commenced use of a new testing vendor whose services are expected to reduce the overall time of the testing process and improve recruitment efforts by providing virtual testing options and thus addressing the largest drop off point for applicants. The FPC conducted promotional testing for the detective, sergeant, and lieutenant positions for the first time since 2020. In terms of both participation and results, these tests saw an improvement in diversity compared to the tests in 2020. Moving forward, the FPC plans to offer promotional exams for these positions on a consistent, two-year cycle. The FPC and MPD are actively exploring new ways to increase diversity among promotional candidates in the future.

In March, CJI conducted a site visit with MPD and FPC partners to specifically discuss ways in which to make progress towards compliance on currently “In-Process” requirements. This visit included working groups with members of MPD’s audit unit, patrol, training, community engagement, and command staff. Additionally, FPC’s leadership and auditing unit participated in discussions regarding recruitment, testing, and auditing. All participants showed excitement for the opportunity to make progress on items and aligned on expectations and next steps to make sustainable change. A comprehensive After-Action Report was developed by MPD post site-visit and included an analysis of discussed requirements, and ways in which to improve upon submitted proof of compliance. Approximately 19 items were specifically discussed throughout the site visit, and three of the discussed “In Process” requirements have now been deemed “Compliant” as of this year six report.

MPD has made significant progress in auditing and compliance processes, resulting in four requirements of the Settlement Agreement now being moved into a “Compliant” status. MPD’s Supervisory Audits are sustainable, utilized in the completion of multiple internal processes, and are used to provide appropriate discipline for officers found to need additional training on traffic stops, field interviews, no-action encounters, frisk, and search policies. As discussed in the Compliance section of this report, these efforts have been fruitful in making progress towards compliance outcomes such as documentation of reasonable suspicion and decision-making for when initiating a police interaction is a necessary and appropriate police action to protect public safety.

With the foundations and routines of the Settlement Agreement established in large part, the MPD is moving to more complete adoption of the core of the Agreement. Working with members of the Common Council and the Community Collaborative Commission (CCC), the MPD organized public meetings in each alder district. Designed to get ideas, comments, and information from the public, this process concluded in early 2024 with the release of a Wisconsin Policy Forum report intended to inform the department’s community policing strategy. MPD’s community engagement team is exploring additional ways to engage with the community to advance mutual trust between the department and members of Milwaukee’s communities.

Notable Challenges

While the MPD is working consistently with the CCC and has integrated discussions on community policing into recurring command staff meetings, work on developing a consistent process that garners community engagement with law enforcement is ongoing. MPD has several community partnerships – with individual members of the public as well as non-governmental organizations – but a detailed community policing strategy that sets the stage for the co-production of public safety is the next logical and necessary step. This strategy, informed by ongoing collaboration with community partners like the CCC, should be the baseline of the biannual community policing status reports, outlining mutually agreed upon goals and metrics of engagement.

Engagement of this sort is evidenced by a mutually beneficial partnership, where officers and members of the public work together to build bridges and problem-solve to advance public safety. This is the next evolution of MPD's work in community policing and a challenge noted in CJI's previous annual reports. The City must focus resources and develop an actionable plan to boost community engagement as a shared responsibility across city departments.

The Defendants remain challenged to create *systems* of accountability that demonstrate effective and appropriate supervisory guidance for officers that need corrective action and discipline for officers that demonstrate patterns of non-compliance with policy. Noted in previous reports, establishing such systems requires an organizational shift that is expected to take time to accomplish, as evidenced by nearly all jurisdictions under negotiated agreements. The MPD, FPC, and the City, where appropriate, must work together to develop these systems to train and build a workforce that is accountable to the policies and practices necessary for equitable protection and service to all members of Milwaukee's communities.

Adherence to the Fourth Amendment constitutional standards for conducting frisks remains a concern. Robust systems of accountability focused on supervisors ensuring proper documentation of police actions will help MPD continue to make progress in this area. While documentation alone is an imperfect gauge of constitutionality, it does ensure a focus on using constitutionally sound practices.

Adherence to the Fourteenth Amendment constitutional standards for equal protection under the law, one of the core goals of the Settlement Agreement, also remains a concern. The data show racial and ethnic disparities in police stops continue to exist. The City and MPD have committed to conducting additional analyses to better understand what is driving those disparities, and where and why they are occurring. This analysis will allow MPD to better understand how their responses to public safety concerns and proactive actions may be contributing to racial and ethnic disparities in police interactions and what is within the department's control to reduce disparities and ensure more equitable policing practices.

Finally, a notable challenge in achieving substantial compliance with the terms of the Settlement Agreement lies in areas of the Agreement that are unlikely to reach the standard of compliance unless revised or renegotiated. CJI has noted in each annual report the terms of the Settlement Agreement that do not allow for human or technological error, preventing the Defendants from achieving compliance despite demonstrating progress towards that goal. Further, some originally envisioned requirements would benefit from updates and revisions to keep up with advances in the field regarding effective law enforcement training, discipline and accountability structures, and methodology for identifying disparities in police interactions.

Introduction

Background

On February 22, 2017, the American Civil Liberties Union of Wisconsin (ACLU of Wisconsin), along with counsel from Covington & Burling LLP, filed a class action lawsuit against the City of Milwaukee, the Milwaukee Fire and Police Commission (FPC), and the Chief of the Milwaukee Police Department (MPD). Six individuals brought the case *Charles Collins, et al v. City of Milwaukee* (2017) on behalf of a class of people who allege that MPD's policies and practices related to stops and frisks violate the protected rights of the Fourth and Fourteenth Amendments of the U.S. Constitution. In particular, the Plaintiffs alleged the practices, policies, and customs of MPD authorize officers "to stop people without individualized, objective, and articulable reasonable suspicion of criminal conduct" and "to frisk people without individualized, objective, and articulable reasonable suspicion that the person is armed and dangerous", which are violations of the Fourth Amendment (SA I.A.1).³ The Plaintiffs also claim MPD sustains "stops and frisks of Black and Latino⁴ people that involve racial and ethnic profiling, or are otherwise motivated by race and ethnicity, rather than reasonable suspicion of criminal conduct, in violation of the Fourteenth Amendment" as well as Title VI of the Civil Rights Act of 1964 (SA I.A.1).

On July 23, 2018, the U.S. District Court for the Eastern District of Wisconsin entered an order adopting a Settlement Agreement among the Parties to *Charles Collins, et al. v. City of Milwaukee, et al.*⁵ The Defendants denied the allegations, and maintain that denial in the Settlement Agreement. By the terms of the Agreement, the City of Milwaukee, FPC, and the Chief of MPD in his official capacity (collectively, the "Defendants") are committed to implementing significant changes to policies, training, supervision practices, and the use and sharing of data. The Settlement Agreement is a comprehensive agreement that outlines specific actions the Defendants must take to reform policing. The MPD and FPC are required per the Agreement to update selected policies, appropriately document stops and frisks, improve training, supervision, and auditing relating to stops and frisks, publish stop-and-frisk and complaint data, and improve processes related to public complaints. Finally, they must utilize a consultant to assess whether the Defendants comply with the Settlement Agreement requirements.

The Crime and Justice Institute (CJI) was selected to serve as the Consultant per mutual approval of the Parties. The City of Milwaukee entered into a contract with CJI on October 4, 2018. CJI's role as Consultant will end on December 31, 2024 as our current contract with the City of Milwaukee expires.

Consultant's Role

A major function of the Consultant's role as outlined in the Settlement Agreement is to assess the Defendants' compliance in an annual report (SA V.A.1). This annual report assesses the Defendants' efforts and hindrances toward compliance with the required reforms in the Settlement Agreement and includes results of required data analysis as outlined in the Agreement. Per the Settlement Agreement, if CJI finds non-compliance with any requirement, we work with the Defendants to reach compliance and formally follow up in six months with a report on whether they have rectified the issues. CJI's main task is to track and report on the compliance of the

³ Citations to a specific paragraph of the Settlement Agreement follow the text that relies on that paragraph and appears in parentheses containing "SA" followed by the paragraph number.

⁴ The Settlement Agreement uses the term Latino. Throughout this report we use Hispanic/Latino to reflect the actual language that is included in the relevant datasets used for our analysis and to be consistent with our annual data analysis report.

⁵ Order and Settlement Agreement (July 23, 2018). *Charles Collins, et al. v. City of Milwaukee, et al.*, (17-CV-00234-JPS) United States District Court, Eastern District of Wisconsin, Milwaukee Division.

Defendants by verifying required changes are being implemented and conducting prescribed data analyses. Our role, according to this Settlement Agreement, is to focus on compliance, adherence, and data quality and analysis.

How this Report is Organized

As with our previous Annual Reports, this Sixth Annual Report mirrors the categorization of requirements as outlined in the Settlement Agreement. Below we discuss our activities and work conducted as the Consultant during year six. In subsequent chapters we assess the Defendants' efforts toward compliance in the following sections:

- Policies;
- Data Collection and Publication;
- Training;
- Supervision;
- Procedures for Complaints;
- Audits;
- Counseling, Re-training, and Discipline;
- Community Engagement;
- Compliance; and
- Miscellaneous.

Within each of these sections, we include a summary of requirements in the Settlement Agreement, some discussion about the status of the requirements, and an assessment of compliance. In the Compliance section, we present a summary of our analysis of encounter data as prescribed by the Settlement Agreement in SA V.A.5 through V.A.8. A separate technical report covering data from 2023 presents the full details of that analysis.

Summary of CJI Activities

During the sixth year of our role as Consultant, the CJI team continued to engage almost daily with the Defendants by email, phone and video conferencing. CJI conducted a three-day site visit during the spring of 2024 and met with members of MPD, FPC, and the ACLU of Wisconsin. The CJI team provided our Semi-Annual Analysis to all parties in July 2024 and observed a full day of in-service training in May 2024.

During year six, we continued regular engagement with staff at MPD and FPC who are responsible for Agreement-related tasks, and we have had regular calls with the following groups and individuals:

- MPD Chief Norman
- FPC Executive Director Todd
- MPD staff tasked with overseeing compliance efforts
- FPC staff tasked with overseeing compliance efforts
- City Attorney's Office
- Plaintiffs' Counsel

Throughout the year the CJI team worked with the Defendants on efforts toward compliance. During our engagement in year six, both MPD and FPC staff continued to be receptive and responsive to our feedback and direction. At times the work is collaborative, focusing on the problem-solving needed to address an issue or suggesting improvements to a process. At other times, CJI's input is more directive, providing specific and detailed information on the steps or documentation required to continue moving toward compliance.

During this year we continued the iterative process with MPD and FPC to assess proposed documentation, provide feedback on submitted documentation, and suggest improvements that would help demonstrate all elements of the agreed-upon language in the Agreement are being met. CJI again provided the Defendants with a deadline to submit any documentation to be considered in this year six report. The Defendants, collectively the FPC and the MPD, provided an update and relevant documentation on nearly every paragraph in the Agreement by the agreed upon deadline. The CJI team measured the documentation received against the exact language included in the Agreement.

In March 2024, our six-month report providing an updated status on items that were deemed non-compliant in our Fifth Annual Report was submitted to the Parties and the Court. Eleven requirements were deemed still non-compliant as of this Six-Month Report on Non-Compliant Items, which is required per SA V.A.1 and is publicly available on the FPC website.⁶

Per SA V.A.3., CJI completed two semiannual reports on the Defendants' compliance with the Fourth Amendment in conducting stops and frisks. The Settlement Agreement requires that CJI use a random selection of encounters to analyze whether officers are appropriately documenting individualized, objective, and articulable reasonable suspicion for stops and frisks, and produce a tabulation of the hit rate, including by race and ethnicity, showing how often officers find contraband during a frisk. Published in November 2023 and May 2024, both are available on the FPC website.⁷

Lastly, a core component of the Consultant's role involves an annual data analysis to assess the extent of racial and ethnic disparities in police encounters (see SA V.1.d.viii through V.1.d.x). During year six we conducted our

⁶ <https://city.milwaukee.gov/fpc>

⁷ Ibid.

fifth set of regression analyses to assess the racially and ethnically disparate impact of policing in Milwaukee. The results of that analysis are summarized in the Compliance chapter and the full technical details on that analysis are published concurrently with this Sixth Annual Report in a separate report entitled, “Analysis of 2023 Traffic Stops, Field Interviews, No-action Encounters, and Frisks.”

Assessing Compliance

This Sixth Annual Report assesses the compliance status for all the requirements in the Agreement. The tables include the Settlement Agreement paragraph numbers, the exact Agreement language, and the compliance status as of the writing of this report. The assessments are as of September 2024 to meet the required deadline of a draft report submitted to the Parties by November 4. Per the Agreement, the Parties have 30 days to review and provide any objections to the report, and we as the Consultant then have 30 days to make any revisions to the report. Thus, while this report will be finalized and become publicly available in January 2025, it reflects the compliance status as of September 2024.⁸

For the topic-specific chapters below, we describe the progress made and challenges in each area and the year six compliance status. In some instances, a single Settlement Agreement paragraph contains more than one element to be addressed. In those cases, we provide an assessment of compliance on the distinct components and, therefore, a single Agreement paragraph may be represented by more than one row in the tables below.

We classify items into the following categories. “Functionally Compliant” is a new classification as of the Sixth Annual Report to highlight sections of the Settlement Agreement that are assessed to be representative of policies, processes, or procedures that are now stable and long-term elements of the MPD or FPC’s organizational practice. Functional compliance represents a sub-classification within the Compliant category to maintain consistency with language of the Agreement which focuses specifically on requirements that are “Compliant” and “Non-Compliant.” Similar to our use of “In Process” as a classification, we have classified requirements as Functionally Compliant to provide nuance and scale within the bifurcated Compliant/Non-Compliant language of the Agreement.

- **Functionally Compliant:** The Defendants have maintained compliance with a section of the Settlement Agreement for at least two consecutive years prior to the current assessment, and there is evidence that the change represents a stable element of the MPD or FPC that has become a foundational, long-term, organizational practice.
- **Compliant:** The Defendants have complied fully with the requirement and the requirement has been demonstrated to be adhered to in a meaningful way and/or effectively implemented.
- **In Process:** The Defendants have made sufficient, partial progress toward key components of a requirement of the Settlement Agreement but have not achieved or demonstrated full compliance. The Defendants may have made notable progress to technically comply with the requirement and/or policy, process, procedure, protocol, training, system, or other mechanism of the Settlement Agreement but have not yet demonstrated effective implementation. This includes instances where an insufficient span of time or volume of incidents have transpired for effective implementation in a systemic manner. It may capture a wide range of states, from the Defendants having taken only very limited steps toward compliance to being nearly in compliance.
- **Non-Compliant:** The Defendants have not complied with the relevant requirement of the Settlement Agreement. This includes instances in which the Defendants’ efforts may have begun but the Consultant has deemed those efforts insufficient.
- **Deferred:** CJJ cannot issue an assessment because all relevant information is not available to determine compliance.

⁸ While the compliance assessments generally are as of September 2024, the annual data analysis in the companion report rely on encounter data from calendar year 2023.

Policies (SA IV)

Summary of Requirements in Settlement Agreement

The Settlement Agreement requires changes to the MPD's Standard Operating Procedures (SOP) to ensure officers carry out all traffic stops, field interviews, no-action encounters, and frisks in accordance with the protected rights in the Constitution as well as with fairness and respect. Departmental policies must make clear that traffic stops, field interviews, and no-action encounters be supported by individualized, objective, and articulable reasonable suspicion of unlawful conduct, and frisks must be supported by individualized, objective, and articulable reasonable suspicion that a person is armed and poses a threat. Law enforcement officers may not rely on race, ethnicity, national origin, religion, gender, age, gender identity or expression, sexual orientation, immigration status, limited English proficiency, disability, or housing status as reasonable suspicion or probable cause in the absence of a specific suspect description. Moreover, officers cannot solely rely on a person's appearance or demeanor, the time of day, or perceived inappropriate presence of a person in a neighborhood as evidence of reasonable suspicion. However, officers may use these factors in combination with other legally appropriate factors to establish reasonable suspicion or probable cause. MPD shall not have policies, training, or performance evaluations that use a quota system on the number of traffic stops, field interviews, no-action encounters, frisks, searches, or arrests. To ensure that MPD's policies and practices are consistent with the principles of the Settlement Agreement reviewed above, the Defendants agreed to make changes to an identified set of Standard Operating Procedures.

Status Summary

The Defendants revised MPD's Standard Operating Procedures as required by the Settlement Agreement during year one and additional revisions were made to some of them during subsequent years. CJI has observed MPD is attentive to needed policy updates and does so without prompting.

The Agreement states that MPD *require* all patrol officers to activate body worn cameras and mobile digital video recording devices. MPD policy reflects this and CJI continues to find the Defendants compliant with this requirement. With respect to compliance with putting this policy into practice, MPD continues to review adherence to policy for activation of video equipment as part of the semi-annual audits of traffic stops, field interviews, and no-action encounters. While audits of traffic stops and no-action encounters find consistent adherence to these policy requirements, audits of field interviews continue to find camera use that does not comply with policy. For example, the audit of field interviews that occurred during the first half of 2023 found fewer than half of the interactions showed officers activating cameras at the initiation of the encounter, only 35 percent recorded until the end of the encounter, and only 15 percent verbally noted the reason for concluding the recording prior to the end of the contact. MPD should continue to audit for this practice and use the findings to help improve adherence to policy.

The FPC has continued to make progress in its efforts toward compliance with SA IV, which requires the Defendants to recruit, hire, and promote a diverse corps of officers at all levels of the chain of command and incorporate community policing into promotional testing procedures. With the addition of a second recruiter in year six, the FPC has taken steps to expand and improve the recruitment and hiring process. With continued targeted community engagement recruitment efforts, particularly among Black, Indigenous, and people of color in the community, the FPC's latest recruitment campaign incorporated television and movie theater advertisements that highlight the stories of individual officers. The goal of sharing these stories is to improve the perception of the police within Milwaukee communities and thus increase interest in joining the Department. Recent recruit classes and promotions demographics continue to show larger percentages of diversity in their makeup as compared to previous years. The FPC is continually assessing the effectiveness of their recruitment

efforts, through both focus groups of new recruits and a partnership with a marketing agency who can identify additional means of improvement. Results of these assessments should indicate whether recent changes have led to a diverse corps of officers reflective of the city of Milwaukee.

In year six, the FPC made significant efforts to improve diversity in promotional practices. A new testing vendor was adopted with the goal of removing barriers and increasing efficiency in the hiring and promotions processes. The FPC also conducted a survey of officers' perception of the promotions process and research on national best practices to better understand current gaps in the system. Currently, the FPC is collaborating with MPD to address obstacles related to the promotions process. Findings from the research, survey, and discussions are set to be compiled into a promotions action plan, in which the FPC will identify the steps necessary to overcome barriers to diversity and fairness in the promotions process.

Reflecting the diversity of Milwaukee communities at all levels of MPD's chain of command requires sustained efforts over a multi-year period to successfully address both institutional barriers and build a diverse pool of candidates. Despite evidence of these sustained efforts, the FPC and MPD have yet to achieve a diversity in the corps of officers at all levels of the chain of command that reflects the demographic makeup of the city of Milwaukee. The FPC and MPD should continue their collaborative efforts to address systemic obstacles to promoting a diverse corps of officers, with the knowledge that success in diversity in promotions is inextricably tied to success in diversity in recruitment and hiring as well.

Most of the requirements in this section have remained consistently compliant since policies were rewritten in year one. While all changes to policy must continue to meet Settlement Agreement compliance, it is important for MPD to focus on accountability to those policies, and the Defendants collectively must focus efforts on building diversity among the Department at all levels. The efforts of the FPC to learn more from officers about increasing diversity in higher ranks is laudable. Using that information to improve the promotional process will help with compliance as well as give officers a sense of inclusion and voice.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
IV.6 – The number of traffic stops, field interviews, no-action encounters, frisks and/or searches by any officer, squad, District, or other subunit of MPD, shall not be used as a performance indicator or in any other way to evaluate performance.	Compliant
IV.10.a – Defendants agree to amend MPD SOP 001-Fair and Impartial Policing.	Functionally Compliant
IV.10.b.i – Defendants agree to work with Plaintiffs to amend SOP 085-Citizen Contacts, Field Interviews, Search and Seizure.	Functionally Compliant
IV.10.b.ii – Defendants agree to work with Plaintiffs to amend SOP 300-Directed Patrol Missions/Saturation Patrols.	Functionally Compliant
IV.10.b.iii – Defendants agree to work with Plaintiffs to amend SOP 440-Early Intervention Program.	Functionally Compliant
IV.10.b.iv – Defendants agree to work with Plaintiffs to amend SOP 450-Personnel Investigations.	Functionally Compliant
IV.10.b.v – Defendants agree to work with Plaintiffs to amend SOP 730-Mobile Digital Video/Audio Recording Equipment.	Functionally Compliant

IV.10.b.vi – Defendants agree to work with Plaintiffs to amend SOP 747-Body Worn Camera.	Functionally Compliant
IV.10.b.vii – Defendants agree to work with Plaintiffs to amend SOP 990-Inspections.	Functionally Compliant
IV.11 – Defendants agree to formally withdraw Memorandum No. 2009-28 “Traffic Enforcement Policy”.	Functionally Compliant
IV.12 – All MPD non-supervisory officers assigned to the Patrol Bureau and engaged in patrol operations who conduct traffic stops, field interviews, no-action encounters, frisks, and searches shall wear body worn cameras.	Functionally Compliant
IV.13 – MPD shall require that all patrol officers activate both body worn cameras and mobile digital video recording devices at the initiation of any traffic stop, field interview, no-action encounter, frisk, or search, and shall not deactivate the cameras until the encounter has concluded, with specific exceptions to protect privacy rights as set forth in amended SOP 730–Mobile Digital Video Audio Recording Equipment, and amended SOP 747–Body Worn Camera.	Functionally Compliant
IV.13 – When a non-supervisory officer is transferred to a patrol assignment, MPD shall ensure that the member is provided with equipment necessary to comply with this paragraph within three (3) weeks.	Functionally Compliant
IV.14 – Defendants shall recruit, hire, and promote a diverse corps of police officers at all levels of the chain of command to reflect the diversity of Milwaukee communities. FPC will update the promotional testing procedures for positions subject to such testing to include questions and activities testing a candidate’s ability to lead and direct community policing efforts.	In Process

Data Collection and Publication (SA IV.A)

Summary of Requirements in Settlement Agreement

The MPD is required to document every traffic stop, field interview, no-action encounter, frisk, and search as a digitized record in specified data collection systems. They must document traffic stops in Traffic and Criminal Software (TraCS), and field interviews and no-action encounters in Records Management Systems (RMS).⁹ If a traffic stop or field interview results in a frisk and/or search, then staff will enter documentation and the outcome concerning the frisk and/or search into the TraCS or RMS systems. Police encounter reports are required to include the following information per the Settlement Agreement:

- Subject's demographic information
- Location of encounter
- Time and date of encounter
- Legal justification for the encounter
- Whether frisk and/or search was conducted and resulted in seized contraband, the type of contraband, and the legal justification for the frisk or search
- Legal justification if use of force was used and type/level of force
- Outcome of the encounter
- Relevant suspect description
- Names and identifying numbers of all officers on the scene

The data entry systems must have a function that ensures all the required information are in the "hard fields" (fields that must be entered) prior to the officer submitting the electronic record. Officers must submit reports prior to the end of their tour of duty. However, if an officer is unable to complete the report entry during their tour of duty, then the data must be entered in the report prior to the end of the next tour of duty.

In addition to the information required for police encounter reports, MPD must include information that allows for analysis of police encounters. The datasets must contain a unique identifier that serves as a bridge across TraCS, RMS, and Computer Aided Dispatch (CAD). Every record should include a unique identifier associated with the subject involved in the police encounter. The individual's unique identifier should be the same within and across all databases to track individuals who have repeat encounters with MPD. The Defendants must also provide population and socio-economic data so those conducting analysis can use them as control variables. The Parties are expected to collaboratively determine the relevant socio-economic factors to be included in data analyses. If officers capture any traffic stops, field interviews, or no-action encounters through police-vehicle camera or body worn camera footage, then the encounter record must include a unique identifier that links the record with the associated footage. All video footage must also be searchable by CAD number.

MPD is required to share data and data-related documents to the FPC, Plaintiffs' counsel, and CJI on a quarterly basis. The Department should also provide the FPC, Plaintiffs' counsel, and CJI with detailed instructions on how the datasets link together, dataset codebooks and data dictionaries, and user manuals for TraCS, RMS, and CAD. On an annual basis, FPC must make the electronic, digitized data on police encounters publicly available on its website.

⁹ While the Settlement Agreement stipulates that no-action encounters be recorded in CAD, this new data element is being recorded in RMS. The Parties agreed to this change on May 19, 2020.

Status Summary

As of the writing of this report, we have received 22 quarters of data from MPD, beginning with the first quarter of 2019 through the second quarter of 2024. They have established a consistent process for extracting, vetting, and delivering data to the Parties each quarter within the agreed-upon timeframe. MPD's Information Technology Department (IT) and Office of Management, Analysis, and Planning (OMAP) have established a robust independent quality review process for the data extractions and work together to make corrections they identify.

MPD has maintained compliance with the requirement that video requests by CJI be met within the required timeframe of seven calendar days (SA IV.A.7), as they have continued to demonstrate their ability to provide CJI timely access to requested videos during year six.

An ongoing challenge for MPD is complying with the requirement that they document *every* traffic stop, field interview, no-action encounter, frisk, and search (IV.A.1, IV.A.2.a-d). Proving documentation exists for 100 percent of police encounters in order to achieve compliance is an exceptionally high bar that does not provide margin for human or technological error. A few sources, including MPD's audits, our semiannual IOARS analyses, and our review of MPD's quarterly data reveal there are traffic stops, field interviews, no-action encounters, frisks, and searches that do not have an electronic, digitized record in TraCS or RMS. Our analysis of the quarterly data for 2023 includes 597 CAD entries we are unable to match to information in TraCS or RMS, representing 1.9 percent of all CAD numbers provided for the year.¹⁰ In some cases, such as a traffic stop in which an officer attempts a stop but the vehicle flees (non-pursuit), full documentation of the stop in TraCS is not possible. If we exclude the 108 CAD numbers that indicate "non-pursuit" as the final call type in the data, we estimate that 1.5 percent of encounters are missing documentation.

Another ongoing challenge for MPD is complying with the requirement that each encounter have a unique stop identification number (SA IV.A.3). MPD designates the CAD number as the unique stop identifier, but the quarterly data continue to include blank CAD numbers (e.g., quarter 1 includes 66 TraCS forms that have blank CAD numbers, all but one of which appear to be citations or warnings), the word "NULL" in place of a CAD number, or CAD numbers that have too few or too many digits as missing data. The Settlement Agreement requires every encounter to have a unique identifier and thus if any common codes are found in the encounter data or if any encounters lack the ability to match to a valid CAD number, the Defendants are non-compliant. Table 1 below references the number and type of forms in TraCS and RMS that lack valid CAD numbers, representing an estimated 4.1 percent of encounters for the year. Most of the unmatched TraCS forms are blank CAD numbers for citations and warnings or CAD numbers represented in citation and warning forms that did not match to CAD numbers present in the CAD file provided in the quarterly data extractions. While we have seen progress through a decrease in the number of unmatched forms in 2023 as compared to data from 2022, the presence of these unmatched forms must continue to be addressed. To make progress toward compliance, the Defendants must develop a more robust process for reviewing and approving citations and warnings independently to determine whether each citation and warning has a contact summary or field interview form associated with them. Additionally, officers and supervisors must ensure every citation, warning, contact summary, field interview, and no-action encounter form has a valid CAD number.

¹⁰ Over half of these CAD entries have final call types of "traffic stop" or "subject stop" (48.4 and 13.1 percent, respectively). Other prominent call types include "subject wanted" (5.5 percent), "investigation" (3.4 percent), "vehicle pursuit" (4.4 percent), and 108 CAD entries indicating a non-pursuit because of a traffic stop (18.1 percent).

Table 1: Unmatched Forms by Type of Form and Quarter for Calendar Year 2023¹¹

	TraCS Forms	RMS – Field Interviews	RMS – No-Action Encounters	Total Unmatched to CAD
Quarter 1	339	1	0	340
Quarter 2	361	2	0	363
Quarter 3	280	1	0	281
Quarter 4	267	0	0	267

Many other data collection requirements in the Settlement Agreement have been consistently compliant since achieving initial compliance. MPD provides data and codebooks within the agreed-upon timeframes, has provided manuals reflecting the data elements collected in each database system, and the FPC has published the 2023 data for public use.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
IV.A.1 – Defendants shall ensure that every traffic stop, field interview, no-action encounter, frisk, and search conducted by any member of the MPD is documented in an electronic, digitized record regardless of the outcome of the encounter.	Non-Compliant
IV.A.2.a – Defendants shall ensure that all traffic stops are documented in TraCS.	Non-Compliant
IV.A.2.b – Defendants shall ensure that all field interviews are documented in RMS.	Non-Compliant
IV.A.2.c – Defendants shall ensure that all no-action encounters are documented in [RMS] ¹² .	Non-Compliant
IV.A.2.d – Defendants shall ensure that all frisks and searches are documented in either TraCS or RMS as appropriate, based on whether the circumstances of the frisk or search are appropriately characterized as a traffic stop or field interview.	Non-Compliant
IV.A.3.a-l – Whether stored in TraCS, RMS, or CAD the electronic, digitized record for each traffic stop, field interview, and no-action encounter shall include all of the following information: <i>(see SA for full list of requirements)</i> .	Compliant
IV.A.3 – Defendants shall ensure that each traffic stop, field interview, and no-action encounter documented pursuant to this paragraph...is assigned a unique stop identification number.	Non-Compliant
IV.A.4 – A system will be created, if none currently exists, to ensure that all of the required information detailed in paragraph IV.A.3 is properly inputted into RMS, TraCS, and CAD.	Functionally Compliant
IV.A.5 – There shall be a unique identifier that bridges TraCS, RMS, and CAD in order to permit analysis of all traffic stops, field interviews, no-action encounters, frisks, and searches of a specific individual regardless of the database in which the information is stored.	Functionally Compliant

¹¹ While we are unable to match the forms counted in this table from TraCS and RMS to CAD, the encounters that they represent are included in both our semiannual analysis of individualized, objective, and articulable reasonable suspicion as well as our annual analysis of racial and ethnic disparities.

¹² The Settlement Agreement says that no-action encounters must be documented in CAD, however the Parties have agreed to document no-action encounters in RMS.

IV.A.6 – There shall be an identifier that permits direct correlation between every traffic stop, field interview, no-action encounter, frisk, and search recorded in TraCS, RMS, and CAD and any video associated with the encounter, whether captured through police-vehicle video camera footage and/or officer body-worn camera footage.	Functionally Compliant
IV.A.7 – The MPD database(s) of video footage from police-vehicle cameras and body-worn cameras shall be searchable by CAD number with video to be produced one incident at a time, with such searches available for both types of video within one year from the date of this Agreement. Video footage concerning traffic stops, field interviews, no-action encounters, frisks, and searches shall be easily and quickly made available to the Consultant upon request, and no later than seven (7) calendar days from the date of the request.	Functionally Compliant
IV.A.8 – Defendants shall require that any MPD officer who conducts a traffic stop, field interview, no-action encounter, frisk, or search complete and file a report of the information, including at least all of the information identified in paragraph IV.A.3, prior to the end of his or her tour of duty.	Compliant
IV.A.10 – Defendants shall ensure that MPD provides, on a quarterly basis, the electronic, digitized data on all traffic stops, field interviews, no-action encounters, frisks, and searches described in paragraph IV.A.3, with the exception of any personally identifiable information, to the FPC, Plaintiffs’ counsel, and the Consultant. Defendants shall also provide explicit identification of primary keys, foreign keys, constraints, and indices in order to identify how the TraCS, RMS, and CAD datasets or tables link together and what types of duplicates can be expected.	Functionally Compliant
IV.A.11 – Defendants shall ensure that MPD provides to the FPC, Plaintiffs’ counsel, and the Consultant the manuals for police officer and supervisor use of TraCS, RMS, and CAD including examples aimed at clarifying the procedure for inputting into each system all of the information identified in paragraph IV.A.3 about traffic stops, field interviews, no-action encounters, frisks, and searches recorded in the system.	Functionally Compliant
IV.A.12 – Defendants shall ensure that MPD provides to the FPC, Plaintiffs’ counsel, and the Consultant the codebooks and data dictionaries for users of TraCS, RMS, and CAD that clearly define every variable captured in records of traffic stops, field interviews, no-action encounters, frisks, and searches, as well as all values that each variable can be assigned.	Functionally Compliant
IV.A.13 – Defendants shall ensure that the FPC will publish on its website, on an annual basis, the electronic, digitized data on all traffic stops, field interviews, no-action encounters, frisks, and searches described in paragraphs IV.A.1-3, with the exception of any personally identifiable information. The FPC will also post on its website any and all reports published by the Consultant pursuant to the Agreement.	Functionally Compliant

Training (SA IV.B)

Summary of Requirements in Settlement Agreement

The MPD is required to review and revise training materials on all policies and procedures relating to traffic stops, field interviews, no-action encounters, frisks, and searches. They must consider the ways officers and supervisors can or cannot use race, ethnicity, national origin, and other characteristics in SOP 001 on fair and impartial policing (FIP). The MPD must also implement procedures that enable officers to articulate the constitutional standards for reasonable suspicion and probable cause in their stops, field interviews, no-action encounters, frisks, and searches. If an officer is not able to do this, MPD must provide remedial training. To reinforce the requirements for stops, frisks, and other interactions, MPD is required to create a training bulletin, that supervisors share during roll call. Trainers test officers to ensure they are learning the content. MPD supervisors also receive training on how to review documentation of police encounters for accuracy and proper practices and how to identify trends that give rise to potentially biased practices.

MPD must hold annual training that covers data collection and reporting. MPD must train officers on TraCS and RMS, the databases containing information on traffic stops, field interviews, no-action encounters, frisks, and searches. Officers must receive training on what information needs to be in each database and their responsibility for reporting that information. MPD must also train staff on reviewing reports for compliance with the Settlement Agreement, as well as on constitutional standards and MPD policies.

MPD is required to provide training materials that comply with the Agreement to the Plaintiffs. The Plaintiffs will review the training materials, observe training sessions, and make any recommendations to ensure the training is consistent with the Agreement requirements. Then, the Plaintiffs shall bring any deficiency in the training to the attention of MPD, for them to correct any errors within three months.

Status Summary

In year six, the in-service training covering the topics required by the Settlement Agreement was administered across two training sessions in this review period. The first phase began on October 2, 2023, and concluded on February 6, 2024, the second phase began on April 3, 2024, and concluded on May 15, 2024. CJI received copies of all training materials, training rosters of officers who completed training, lists of officers who missed trainings and their rescheduled dates, and current Training History Reports issued by the Wisconsin Law Enforcement Standards Board showing certification of MPD's in-service instructors for this review period.

Plaintiffs' counsel observed in-service training on October 16, 2023, and October 18, 2023, and provided feedback and recommendations to the Defendants, some of which was incorporated into the training. While the Settlement Agreement spells out time periods for review and feedback, the Plaintiffs and Defendants would benefit from establishing a schedule for receiving and incorporating feedback, to facilitate successful, sustained collaboration and consistency of the presentation across all training sessions.

CJI was made aware by the Defendants and their counsel that the Plaintiffs' counsel requested a pause of the delivery of the Fair and Impartial Policing training as prescribed by the Settlement Agreement. While the Plaintiffs and Defendants continue to work through mediation on this topic, MPD still provides training which is overseen by their academy training director.

The Training Division has continued to employ a testing system as part of in-service training. MPD administers a written test, "Constitutional Policing Assessment," and provided documentation of who attended the training, who completed the test, whether individuals passed the test, and whether remedial training was done for those who did not pass.

As stated in our Fifth Annual Report, CJI remains concerned about the Defendants' ability to achieve full compliance with SA IV.B.1.d. MPD has made progress in training supervisors to identify "trends and patterns that give rise to potentially biased practices," similar to efforts made in previous years. Training practices made last year need to be evaluated to determine whether trends are being identified as a result of that training. Despite the directives of the Settlement Agreement, it may be that this role is better shared across entities within the Department rather than resting exclusively with supervisors who must consistently and critically review reports to ensure they are well documented. MPD has continued to provide supervisors with tabulated complaint data to review and analyze for patterns within districts, shifts, units, and peer groupings to identify trends and potential bias-based behaviors.

MPD has not defined what a "pattern" in biased policing is, or a method to detect, measure, and report on corrective action. MPD conducts in-service training called "Identifying and Addressing Trends and Potential Bias-Based Behavior," but does not fulfill the requirements as stated in the Settlement Agreement language. To achieve a status of "Compliant", MPD needs to define a "pattern of potential bias" and "early trends" which supervisors can utilize to determine when such behaviors are occurring with officers under their command. MPD must also put the definition in policies and provide training to help supervisors learn how to conduct pattern analysis to determine when such actions are occurring. Lastly, MPD must outline the process for follow up with the assessment findings and how the information is used to address potential findings of biased policing.

It bears repeating that patterns and trends of biased or potentially biased behaviors can often be insidious and hard to detect. At times, bias can be present under the guise of good police work, such as stopping or arresting people engaged in criminal activity. Other times, seemingly obvious patterns, such as most stops involving an individual from a certain racial or ethnic group, do not inherently demonstrate individual-level officer bias; additional elements must be considered to assess whether police actions are indeed biased. This is a nuanced skill set police departments across the nation are working to adopt and disseminate. While MPD has made progress in this area, we encourage a strong alliance between Patrol and OMAP, which is a capable internal resource adept at pattern recognition, to offer guidance or to itself identify patterns and trends among officers and supervisors. We believe this requirement, along with others in the Agreement related to race and ethnicity, are opportunities for MPD to explore efficient and effective approaches to detecting and address this behavior, involving supervisors, lieutenants, and OMAP staff as collaborative partners.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
IV.B.1 – Defendants shall review and revise if necessary, training materials for officers and supervisors on the policies, procedures, and constitutional requirements for conducting a traffic stop, field interview, no-action encounter, frisk, and search, and the ways that race, ethnicity, national origin, and other characteristics identified in revised SOP 001 can and cannot properly be used.	Compliant
IV.B.1 – All training sessions for MPD officers and supervisors on these standards shall be taught by an instructor qualified under Wisconsin law in the following specified areas.	Functionally Compliant

IV.B.1.a – Defendants shall adopt procedures to ensure that all officers are able to articulate, verbally and in writing, the constitutional standards for individualized, objective, and articulable reasonable suspicion and probable cause in conducting a traffic stop, field interview, no-action encounter, frisk, and search, and will provide appropriate remedial training where any officer is unable to do so.	Functionally Compliant
IV.B.1.a – MPD will develop a training bulletin for all MPD officers reinforcing the requirements for a traffic stop, field interview, no-action encounter, and frisk, including with respect to establishing reasonable suspicion for the stop, field interview, or any frisk, which shall be reinforced through roll call training conducted by supervisors.	Functionally Compliant
IV.B.1.b – Defendants shall continue the training begun in 2013 in fair and impartial policing through a program developed by Lorie Fridell, Ph.D and A.T. Laszlo.	Deferred
IV.B.1.b – Plaintiffs shall review the substance of this training program within six (6) months of the execution of this Agreement and shall suggest revisions or additions to this training program.	Deferred
IV.B.1.c – Defendants and/or the trainers shall include testing or other mechanisms to ensure the content of the training is learned by participating MPD staff.	Functionally Compliant
IV.B.1.d – MPD will require and train supervisors to ensure accuracy of traffic stop, field interview, no-action encounter, frisk, and search records documented pursuant to this Agreement...	Functionally Compliant
IV.B.1.d – Supervisors will be provided training developed by Lorie Fridell, Ph.D and A.T. Laszlo on identifying trends and patterns that give rise to potentially biased practices regarding traffic stops, field interviews, no-action encounters, frisks, and searches of people and vehicles.	Deferred
IV.B.1.d – MPD will require and train supervisors...to regularly review and analyze [traffic stop, field interview, no-action encounter, frisk, and search] records for patterns of individual officer, unit, and squad conduct to identify at an early stage trends and potential bias-based behaviors, including but not limited to racial and ethnic profiling and racial and ethnic disparities in the rates of traffic stops, field interviews, no-action encounters, and frisks made without sufficient legal justification.	In Process
IV.B.2.a-d – Within twelve (12) months of the execution of this Agreement, and on an annual basis thereafter, MPD shall provide training for all MPD staff who conduct, supervise, document in TraCS, RMS, or CAD, and/or audit traffic stops, field interviews, no-action encounters, frisks, and searches.	Functionally Compliant
IV.B.3 – All training materials developed and/or approved by Defendants to comply with paragraphs IV.B.1 and IV.B.2 of this Agreement shall be provided to Plaintiffs within six (6) months of the execution of this Agreement for review.	Functionally Compliant
IV.B.4.b – Defendants shall provide the training calendar to Plaintiffs as soon as it is available.	Functionally Compliant
IV.B.4.b – In the event that a [training] observer witnesses and documents training that is not consistent with the requirements of this Agreement, Plaintiffs are to bring any such deficiency to the prompt attention of Defendants. Defendants shall then be allowed to correct the erroneous training within three (3) months.	Functionally Compliant
IV.B.5 – MPD shall have state-certified instructors, certified in the pertinent areas and employed at the MPD Academy, provide the training and re-training of officers and supervisors on the conduct, documentation, and supervision of traffic stops, field interviews, no-action encounters, frisks, and searches.	Functionally Compliant

Supervision (SA IV.C)

Summary of Requirements in Settlement Agreement

MPD is required to create and implement policies regarding the supervision of officers who conduct traffic stops, field interviews, no-action encounters, frisks, and searches. The Agreement requires a supervisor to review and approve all arrest records in the RMS database in a timely manner. Supervisors shall look for the lawful basis of the stop that led to the arrest, as well as the lawful basis for searches or frisks that occurred during the interaction. MPD is required to review, correct, and approve—within set timeframes—at least 50 percent of all records of field interviews in the RMS database. In addition, supervisors are required to review, correct, and approve all warning and citation records in the TraCS database within seven days. Finally, MPD supervisors must meet these same requirements for no-action encounter records within 14 days. In all these databases, supervisors must ensure officers fill in information that may be missing from the original record. Supervisors shall document any non-compliance.

If a supervisor finds an officer has performed an unreasonable or racially based stop or other encounter, MPD is required to provide counseling or training to that officer. The same is required for supervisors who improperly or incompletely reviewed or corrected unreasonable or racially based encounters. The Internal Affairs Division is required to prepare a report every six months on any violations of policies relating to supervisory matters. MPD must include compliance with legal requirements relating to stops and other encounters in their performance review process. MPD must also include discussion of community policing in their command staff meetings. Twice annually, MPD will prepare a community policing status report and submit the report to FPC.

Status Summary

In year six, MPD has made strides in demonstrating that supervisory accountability is a system-wide process. Non-Disciplinary Corrective Action (NDCA) reports are issued across the department as necessary, including when officers and supervisors fail to meet the standards set forth within the Agreement. Continued iterations of evidence of corrective actions over time would help MPD prove that the supervisory review process is successfully ingrained in department's systems and culture, particularly for corrective actions that are less common in a quarterly period, such as remedial training.

Yet despite CJI's review of documentation that indicates officers and supervisors alike are held to the accountability requirements of the Settlement Agreement, newly commissioned supervisory audits tell a different story. Supervisory Audits 22-09 and 23-09 compiled a sample of department members who were found non-compliant in traffic stops, field interview, and no-action encounter audits and assessed NDCA reports for those members related to the specified audits. Both audits found instances of missing NDCAs when officers and supervisors were required to receive counseling, training, or re-training (per SA IV.C.1.b, SA IV.C.1.c, and SA IV.C.1.d). MPD should seek to identify the cause of the missing NDCAs within the Audit Unit's review in order to verify that this system-wide process, as presented to CJI, is capable of being periodically checked through other department accountability systems.

As we assess SA IV.C.1.a, in general, we see supervisor adherence to SOP 263 – Records Management indicating supervisors are reviewing reports of arrests in a timely manner. However, audits find less than 100 percent compliance in supervisor's review, meaning flaws in some reports are still not caught by some supervisors. As the Settlement Agreement requires every supervisory review must be fully compliant with policy, we find MPD non-compliant with this requirement. As CJI has stated in previous years, the Settlement Agreement sets a high bar for compliance with this requirement, and even though 95 percent of reports audited indicate requisite supervisory review, MPD still falls short of compliance.

MPD remains compliant for supervisory review of field interviews (SA IV.C.1.b), with the most recent Field Interview audits 23-03 and 23-06 finding that supervisors approved documentation appropriately 55 percent of the time and 65 percent of the time, respectively. Most of the inappropriate approvals were due to supervisors approving reports that lacked IOARS to justify the stop (49 percent and 45 percent, respectively).

MPD remains non-compliant for supervisory review of citations and warnings and for reviews of no-action encounters (SA IV.C.1.c and SA IV.C.1.d). MPD’s most recent audits of traffic stops (Audit 23-07 and Audit 24-04) shows eleven percent of the sampled stops in each audit did not meet the standards for the supervisory review process. Data for the first through fourth quarters of 2023 show 3.8 percent of citations and warnings do not have valid CAD numbers. If every citation and warning was up to standard, they all would have valid CAD numbers that match to CAD data. For MPD’s audits of no-action encounters in quarters three and four of 2023 (Audit 23-08) and quarters one and two of 2024 (Audit 24-05), supervisors approved no-action encounter reports that are lacking information required by the Settlement Agreement.

CJI is unable to assess compliance with SA IV.C.6 without substituting its opinion for the definition of a “community policing status report” as called for by the Settlement Agreement. The criteria and expectations of the community policing status reports remain in question. A community engagement plan that may serve as a foundation for these reports must be determined by MPD in collaboration with the community. The need for that clarity has been raised annually by CJI in our reports. Notwithstanding repeated requests from CJI, this has not been resolved nor agreed upon by the Parties.

In the absence of an agreed definition, CJI takes note of the efforts by MPD to collect and provide a summary of activities and efforts around community policing in the neighborhoods. Through the monthly Constitutional Policing Meetings, CJI observes efforts to create expectations for and celebrate examples of community engagement and problem-solving activities within the department. Yet evidence of MPD’s evaluation criteria for these community engagement examples is lacking. In the last year, the MPD has worked with the CCC to host meetings in each of the alder districts to speak directly with community-based stakeholders about community policing to inform the plan. Meanwhile, the MPD has shared reports of the Department’s ongoing and new initiatives to provide opportunities for the community to engage.

We encourage the development of a comprehensive community engagement plan, which should include goals and metrics for measuring success and engagement, thus enabling the consistent publication of community policing status reports.

Many requirements in this section have remained non-compliant or in process since the Agreement was entered into, some due to language that requires 100 percent compliance. Others remain in process due to a lack of clarity for what compliance would look like, which CJI encourages the Parties to address.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
IV.C.1.a – All reports of arrests, which are documented in the RMS system, will be reviewed and approved by a supervisor within the time period prescribed by SOP 263—Records Management. The supervisor will review the reports for various matters, including the lawful basis for any traffic stop or field interview that led to the arrest, and the lawful basis for any frisk or search conducted during the encounter.	Non-Compliant
IV.C.1.b – Within twelve (12) months of the date of this Agreement, MPD will achieve a practice of supervisory review, correction, and approval of 50% of all documentation	Compliant

of field interviews in RMS consistent with the timeframes set forth in SOP 085.20. Supervisors shall review for completeness and shall review the stated basis for the field interview and any frisk and/or search conducted in the course of the field interview. Prior to approving reports for submission to RMS, supervisors shall ensure that officers provide any missing information to ensure all information required by paragraph IV.A.3 is documented.	
IV.C.1.c – Within twelve (12) months of the date of this Agreement, MPD will achieve supervisory review, correction, and approval of every warning and citation issued by MPD officers in the course of a traffic stop or field interview, as recorded in TraCS within seven (7) days, consistent with the timeframe set forth in SOP 070. Supervisors shall review for completeness and shall review the stated basis for the traffic stop, field interview, and any frisk and/or search conducted in the course of the traffic stop or field interview. Prior to approving reports for submission to TraCS, supervisors shall ensure that officers provide any missing information to ensure all information required by paragraph IV.A.3 is documented.	Non-Compliant
IV.C.1.d – Within twelve (12) months of the date of this Agreement, MPD shall achieve supervisory review, correction, and approval of every no-action encounter documented in [RMS] within fourteen (14) days. Supervisors shall review for completeness and shall review the stated basis for the no-action encounter. Prior to approving reports as complete, supervisors shall ensure that officers provide any missing information to ensure all information required by paragraph IV.A.3 is documented.	Non-Compliant
IV.C.1 – Defendants shall require MPD supervisors to use the aforementioned data to identify and document any non-compliance by subordinate officers with constitutional standards and policy guidelines concerning the conduct and documentation of traffic stops, field interviews, no-action encounters, frisks, and searches, including SOP 085, SOP 070, SOP 001, SOP 300, and this Agreement.	In Process
IV.C.2 – Defendants shall require MPD supervisors to counsel, train, or to refer for re-training, any officer who is found through supervisory review to have engaged in an unreasonable, race-or ethnicity-based, unreported, or insufficiently documented traffic stop, field interview, no-action encounter, frisk, or search. Retraining, when appropriate, will be performed in accordance with SOP 082—Training and Career Development.	In Process
IV.C.3 – Defendants shall require MPD command staff to counsel, train, or to refer for re-training, any supervisor who is found through supervisory review to have failed to properly review and correct patrol officers who conduct an unreasonable, race-or ethnicity-based, unreported, or insufficiently documented traffic stop, field interview, no-action encounter, frisk, or search, or to properly refer such officers to counseling, training, or re-training.	In Process
IV.C.3 – Appropriately qualified trainers from the Police Academy shall provide such re-training to the officer within thirty (30) days of such a finding.	Compliant
IV.C.3 – Every six (6) months, Internal Affairs will prepare a report for command staff of allegations of policy violations described above and any corrective actions taken.	Functionally Compliant
IV.C.4 – MPD will update the performance review process to ensure that it includes matters relating to compliance with legal requirements concerning traffic stops, field interviews, no-action encounters, frisks, and searches.	Functionally Compliant
IV.C.5 – Defendants shall continue the changes to the purpose and content of command staff meetings, including discussion and evaluation of community policing measures.	In Process

IV.C.6 – MPD shall complete a twice per year community policing status report and forward that report to the FPC.	In Process
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Procedures for Complaints (SA IV.D)

Summary of Requirements in Settlement Agreement

The Settlement Agreement includes requirements related to complaints concerning MPD conduct from members of the public and from within the Department. The requirements that apply to both MPD and FPC intend to improve procedures related to complaints and to foster transparency around the nature of complaints received, the investigation process, and complaint resolution. Changes in policy, improved availability of complaint-related materials, enhanced supervisor and Internal Affairs Division training, increased clarity around the personnel investigation process, and increased data-sharing will further these goals.

Pursuant to amendments to SOP 450 – Personnel Investigations, complaint forms and instructions for how to file complaints need to be available in English, Spanish, Hmong, and any other language the Parties determine appropriate. The forms and instructions need to be downloadable from both the MPD and FPC websites and available at libraries and police district stations. With limited exceptions, MPD and FPC must accept all complaints, no matter the means of submission, and they are required to create an online submission portal. Supervisors will receive training on accepting all public complaints. MPD and FPC staff members who accept complaints must not discourage members of the public from filing complaints.

The Settlement Agreement requires changing past practices and states complaints do not need to be notarized, though identification may be verified at a later point in the process. If a personnel investigation results from a public complaint, Defendants must ensure the complainant interview occurs outside the police headquarters, with few exceptions. MPD must create a protocol for the timeframe for when public complaint investigations should be completed and require that supervisors review and approve anything open after 90 days, and every 30 days after that. Internal Affairs Division staff members who investigate complaints will participate in training with the intent of eliminating bias in favor of law enforcement.

MPD shall maintain a database containing all complaints about MPD conduct received by MPD, and the Internal Affairs Division must maintain the number and outcome of all complaints received, regardless of the outcome. MPD must also maintain the practice of the Early Intervention Program, providing notice to captains of an individual officer receiving three or more complaints within a 90-day period, or three or more complaints over a rolling one-year period. MPD will tally complaints into various groupings to improve understanding of staff performance and issues citywide and within each district or unit.

In addition to requirements about the way MPD handles complaints, the Settlement Agreement outlines requirements for FPC. They must investigate all reasonable complaints submitted, review all internal complaints relating to MPD conduct, and keep a database of such complaints. The database should include the same information as the MPD database. The FPC must keep a list of complaints against each officer and provide the Chief with information about officers who receive three or more complaints within 90 days or within a rolling one-year period, as previously stated.

Status Summary

In year six, MPD and FPC both continue to provide complaint forms and instructions in English, Spanish and Hmong on their websites, as well as making forms available at public libraries and police district stations. The Defendants continue to connect members of the public to complaint forms via QR codes, developed during the COVID-19 pandemic, that are posted on scannable signs. Both the FPC and MPD provided documentation of collecting complaints through the various means outlined in the Settlement Agreement, including online, via email, in person, by phone and by mail.

The FPC continues to demonstrate that members who are responsible for accepting complaints “are trained not to, and in practice do not, discourage the filing of any complaint from a member of the public,” remaining compliant with SA IV.D.1.d. This language is present on the FPC’s website, complaint forms, as well as the email signature of the staff member who is responsible for first contact with a complainant. Moreover, all investigators continue to sign sworn affidavits documenting this lack of discouragement. MPD has taken additional steps toward compliance by enshrining in SOP 450 penalties for any deterrence, discouragement, hindrance, or otherwise obstruction of citizen complaints, providing CJJ evidence of discipline when this policy is violated.

MPD continues to struggle to prove that staff “in practice do not discourage” the filling of complaints (SA IV.D.1.d) and that the Internal Affairs Division (IAD) “receives all complaints from members of the public” (SA IV.D.3.a). In year five, MPD partnered with a county agency to test their complaints system, applying a “secret shopper” technique where a small number of anonymous citizens submitted complaints to various MPD district stations, which were then tracked through MPD’s system. According to assessment results, delivered to CJJ in year six, all complaints were both accepted by MPD staff members and received by IAD. However, a single test of MPD’s system is insufficient to validate continuous adherence to this Settlement Agreement requirement. Moreover, the length of time required to assess such a small sample, nearly a year, is both inefficient and unsustainable. MPD is aware of these limitations. In year six, MPD began working with a community partner to develop an integrity checks manual and an agreement for this partner to conduct such checks on MPD’s complaints system. Securing this partnership and integrating the integrity checks into department policy will bring MPD closer to compliance with both Settlement Agreement requirements.

We find MPD compliant with SA IV.D.1.h, SA IV.D.4.a, and SA IV.D.4.b this year due to the Department having shown evidence of a system by which they ensure all plausible complaints are investigated and the Department can ensure that the MPD maintains and enforces its policies requiring that an MPD supervisor or a member of the MPD Internal Affairs Division reviews and investigates every plausible complaint. It is important to note that while the system and process is important, it is only as successful as the input it receives. MPD must rigorously adhere to this process and perform integrity checks to ensure fidelity to the definition of plausible complaints and fair, timely investigations. Regarding a database of complaints about MPD conduct received from the public as well as internally generated complaints, MPD revised the Administrative Investigation Management (AIM) system in year four such that all the required individual elements of SA IV.D.4.b can be collected separately in AIM. MPD has shown all required data elements are being collected separately and are reflected in the complaint data.

With regard to SA IV.D.5.e, evidence provided to CJJ highlighted gaps in the FPC’s system for referring to the Chief for further action “...any officer receiving more than the same number of complaints within the same timeframe as set out in the Early Intervention Program.” The FPC has made progress in establishing a system for identifying, on a recurring basis, officers who meet this threshold. Efforts to automate this process have underscored the limitations of working within the AIM, with a manual process of FPC investigator-led checks and feedback loops proving more effective at identifying officers. However, CJJ’s review of this process indicates that some officers who would qualify for further action are still overlooked.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status	
	MPD	FPC
IV.D.1.a – Defendants shall make complaint forms for members of the public and instructions describing the separate processes for filing complaints with the MPD and FPC available in English, Spanish, Hmong, and other languages as the Parties may determine appropriate.	Functionally Compliant	Functionally Compliant
IV.D.1.b – Defendants shall continue to ensure that complaint forms for members of the public and instructions are available for download from the MPD and FPC websites and are available, at a minimum, at all Milwaukee public libraries and police district stations.	Functionally Compliant	Functionally Compliant
IV.D.1.c – Defendants shall accept all complaints received from members of the public, whether submitted in person, by phone, by mail, or via email, or by any other means, and will work to develop online submission via the MPD and/or FPC websites to further facilitate the complaint process.	Functionally Compliant	Functionally Compliant
IV.D.1.d – Defendants shall ensure that supervisors are trained on their responsibilities under the new policy requiring acceptance of all complaints from members of the public.	Functionally Compliant	N/A
IV.D.1.d – Defendants shall ensure that all MPD and FPC staff who accept complaints are trained not to, and in practice do not, discourage the filing of any complaint from a member of the public.	In Process	Compliant
IV.D.1.e – Defendants shall not require that complaints from members of the public be notarized but may require verification of identity at some appropriate time in the complaint proceedings, subsequent to an initial review of the complaint, to ensure that a complaint is not being filed simply for harassment or other similarly inappropriate reasons.	Functionally Compliant	Functionally Compliant
IV.D.1.f – Defendants shall maintain MPD’s practice of requiring a supervisor to contact the complainant pursuant to SOP 450.35(A)(1) and (2).	In Process	N/A
IV.D.1.g – Defendants shall ensure that any Personnel Investigation stemming from a civilian complaint shall involve an interview of the complainant and that the interview will take place at a location other than police headquarters, provided that the complainant can be located with reasonable efforts and, with respect to the location, except as to any complainant who is in custody of law enforcement authorities at the time of taking any such interview. If a person wishes or voluntarily agrees to be interviewed at a police facility, the interview may take place there.	Compliant	Functionally Compliant
IV.D.1.h – MPD shall develop a protocol specifying an appropriate time frame for investigations of complaints by members of the public to be completed and hold investigators and supervisors accountable for that time frame.	In process	N/A

IV.D.1.h – MPD shall require supervisory review and approval for investigations open beyond ninety (90) days and every thirty (30) days thereafter.	In process	N/A
IV.D.1.h – MPD shall develop specific guidelines and a checklist of requirements, including requirements for case file contents and the components of the investigative process.	Functionally Compliant	N/A
IV.D.1.h – MPD shall ensure that all plausible complaints are investigated.	Compliant	N/A
IV.D.1.i – Defendants shall ensure that MPD Internal Affairs investigators undergo training that addresses, and attempts to eliminate, biases in favor of police officers and against civilian complainants that arise in the course of complaint investigations.	Compliant	N/A
IV.D.1.j – Defendants shall prohibit investigators from conducting investigations in a manner that may reflect biases against complainants, including asking hostile questions to complainants; applying moral judgements related to the dress, grooming, income, life-style, or known or perceived criminal history of complainants; giving testimony by officers greater weight than testimony by complainants; providing summary reports that disadvantage complainants and are unrelated to facts developed in the investigation; issuing complaint dispositions that are not justified by the facts developed in the investigation; recommending inconsistent discipline for officer misconduct.	Functionally Compliant	Functionally Compliant
IV.D.2 – MPD Internal Affairs investigators shall receive special training conducted within one (1) year from the execution of this Agreement in the investigation of complaints by members of the public, including training on the amendments to SOP 450 required by this Agreement. The training shall be conducted by a supervisor of Internal Affairs with expertise in complaint investigation and shall be consistent with those provisions of this Agreement that relate to this subject.	Compliant	N/A
IV.D.3.a – Defendants shall ensure that the MPD Internal Affairs Division receives all complaints from members of the public for review and determination for appropriate assignment.	In Process	N/A
IV.D.3.b – Defendants shall ensure that the MPD Internal Affairs Division reviews every internally generated complaint about MPD conduct.	In Process	N/A
IV.D.4.a – Defendants shall ensure that the MPD maintains and enforces its policies requiring that an MPD supervisor or a member of the MPD Internal Affairs Division reviews and investigates every plausible complaint.	Compliant	N/A
IV.D.4.b – Defendants shall ensure that the MPD continues to maintain a database that includes all civilian and internally-generated complaints concerning MPD conduct received by the MPD, which includes for each complaint: the complainant’s name, address, and other contact information; the complainant’s race and ethnicity; the date, time, and location of the incident; the name of the officer who is subject of the complaint; and the	Compliant	N/A

nature of the complaint, including whether it concerns a traffic stop, field interview, no-action encounter, frisk, and/or search, and/or an allegation of racial or ethnic profiling.		
IV.D.4.c – Defendants shall ensure that the MPD maintains a list of the number and outcome of complaints received against each officer, regardless of the outcome of the complaint (which should be readily accessible through the AIM system).	Functionally Compliant	N/A
IV.D.4.d – Defendants shall ensure that the MPD maintains the practice of the Early Intervention Program providing notice to captains of an individual officer receiving three or more complaints within a ninety (90)-day period, and also provides notice to captains of any individual officer receiving three (3) or more complaints over a rolling one (1) year period.	Compliant	N/A
IV.D.4.e – Defendants shall ensure that the MPD ensures that complaint data are tabulated by citywide, district, unit, and peer groupings to help supervisors understand overall employee performance and the specific factors at issue within their district to allow for active and engaged supervision.	Functionally Compliant	N/A
IV.D.5.a – Defendants shall ensure that the FPC maintains the FPC practice of investigating all plausible complaints from members of the public submitted to it.	N/A	Functionally Compliant
IV.D.5.b – Defendants shall ensure that the FPC reviews every internally generated complaint about MPD conduct.	N/A	Functionally Compliant
IV.D.5.c – Defendants shall ensure that the FPC creates and maintains a database of complaints from members of the public and internally-generated complaints about MPD conduct received by the FPC, which includes for each complaint: the complainant’s name, address and other contact information; the complainant’s race and ethnicity; the date, time, and location of the incident; the name of the officer who is the subject of the complaint; and the nature of the complaint, including whether it concerns a traffic stop, field interview, no-action encounter, frisk, and/or search, and/or allegation of racial or ethnic profiling.	N/A	Compliant
IV.D.5.d – Defendants shall ensure that the FPC maintains a list of the number of complaints received against each officer, regardless of the outcome of the complaint.	N/A	Functionally Compliant
IV.D.5.e – Defendants shall ensure that the FPC provides to the Chief for further action, as discussed in this Agreement, the name of any officer receiving more than the same number of complaints within the same timeframe as set out in the Early Intervention Program, as discussed in paragraph IV.D.4.d.	N/A	In Process

Audits (SA IV.E)

Summary of Requirements in Settlement Agreement

The FPC and MPD must audit data, dashboard camera footage, and body camera footage on all traffic stops, field interviews, no-action encounters, frisks, and searches every six months. The audit should identify the following:

- Officers who fail to conduct encounters with constitutional standards and principles put forth in the Settlement Agreement
- Officers who fail to properly document encounters, supervisors who fail to review subordinate officers' reports for constitutional standards and principles in the Settlement Agreement
- Supervisors who fail to review subordinate officers' documentation of encounters
- Supervisors who fail to re-train and/or discipline officers who conduct unreasonable, unreported, and insufficiently documented encounters

FPC and MPD will use audits to identify officers who need additional training on traffic stops, field interviews, no-action encounters, frisks, and searches and/or discipline for officers who conduct unreasonable, unreported, or insufficiently documented encounters. MPD and FPC are required to incorporate findings from the FPC's audits into the AIM database. MPD is also required to incorporate these findings into MPD's Early Intervention Program.

The FPC must also conduct an audit of complaints submitted by members of the public to FPC and MPD to ensure that those responsible properly investigate complaints. FPC must publish data on all civilian complaints received by MPD and FPC on its website. The data must include the number of traffic stops, field interviews, no-action encounters, frisks, and searches without legal justification, whether the encounter was based on race or ethnicity, and whether the case is open or closed. They must include this data in aggregate form as well.

Status Summary

MPD

During this sixth year, the MPD Inspections Section maintained the required schedule of completing audits every six months and completed audits of traffic stops, field interviews, and no-action encounters per SA IV.E.6. These audits assessed field interviews and traffic stops from July to December 2022, field interviews, traffic stops, and no-action encounters from January to June 2023 & July to December 2023, and no-action encounters from January to June 2024. These audit findings are referenced several times throughout this report as a source of information to assess compliance with the requirements of the Settlement Agreement. We believe MPD's audit efforts continue to help strengthen and improve police practices.

This year MPD's audits included a supervisory audit that identifies whether there are supervisors who fail to require re-training and/or discipline for subordinate officers who conduct unreasonable, unreported, or insufficiently documented encounters. Audits conducted this year fulfilled all requirements in SA IV.E.1, meeting the expectations for subsection d specifically. As noted in the year five report this subsection was the only part of this requirement that needed additional supporting evidence, as the other subsections were found compliant based on the content of the audit reports.

MPD remains in-process for SA IV.E.7. as they have not defined how the data and findings from the audits are incorporated into the Early Intervention Program (EIP). To become compliant, MPD needs to define how audit findings are incorporated into the EIP, ideally via a comprehensive workflow that can be confirmed.

FPC

The FPC is sharing detailed information about their audits with MPD specifically as this paragraph requires. The FPC staff reports they are working with MPD on the best process and method to exchange information moving forward.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status	
	MPD	FPC
IV.E.1 – Defendant FPC shall audit data, dashboard camera footage, and body camera footage on traffic stops, field interviews, no-action encounters, frisks, and searches, every six (6) months to identify: a) Officers who fail to conduct these encounters in compliance with constitutional standards and principles set forth in this Agreement; b) Officers who fail to properly document these encounters in accordance with the terms of this Agreement; c) Supervisors who fail to properly review subordinate officers’ reports to identify officers who fail to conduct traffic stops, field interviews, no-action encounters, frisks, and/or searches in compliance with constitutional standards and this Agreement, or to ensure that the encounters are properly documented in compliance with the terms of this Agreement; and d) Supervisors who fail to require re-training and/or discipline for subordinate officers who conduct unreasonable, unreported, or insufficiently documented encounters.	N/A	Compliant
IV.E.2 – In order to ensure that complaints from members of the public are appropriately investigated, the FPC, including through the work of any retained consultants, shall conduct an audit every six (6) months of: (a) complaints submitted by members of the public to the MPD, and (b) complaints from members of the public to the FPC.	N/A	Compliant
IV.E.3 – Defendant FPC shall be permitted to spend funds appropriated by Defendant Milwaukee to hire additional staff and/or employ experts or consultants to conduct the audits described in paragraphs IV.E.1 and 2. The Consultant also shall review such audits for accuracy and, if the Consultant concludes that the audits are incomplete or inaccurate, conduct its own audits of these matters. In addition, the Consultant shall provide training and technical assistance to Defendant FPC to develop the FPC’s capacity to conduct such reviews and audits itself, in order	N/A	Compliant

to be able to fully and appropriately exercise its oversight obligations.		
IV.E.4 – Defendant FPC shall use audits to, <i>inter alia</i> , identify officers who need additional training on traffic stop, field interview, no-action encounter, frisk, and search policies and/or discipline for the conduct of unreasonable, unreported, or insufficiently documented encounters.	N/A	Compliant
IV.E.4 – Defendants shall ensure that data and findings from the FPC audits described in paragraphs IV.E.1. and IV.E.2 shall be incorporated into the MPD’s AIM System...	Compliant	Compliant
IV.E.5 – Defendant FPC shall publish on its website, on a quarterly basis, data on civilian complaints received, under investigation, or resolved during the previous quarter, including the number of complaints from members of the public broken down by number relating to traffic stops, field interviews, no-action encounters, frisks, and searches without legal justification and traffic stops, field interviews, no-action encounters, frisks, and searches based on race or ethnicity and whether the complaints remain open or have been closed.	N/A	Functionally Compliant
IV.E.6 – Defendants shall ensure that the appropriate division within MPD audits data, dashboard camera footage, and body camera footage on traffic stops, field interviews, no-action encounters, frisks, and searches every six (6) months to identify: a) Officers who fail to conduct these activities in compliance with constitutional standards and principles set forth in this Agreement; b) Officers who fail to properly document these encounters in accordance with the terms of this Agreement; c) Supervisors who fail to properly review subordinate officers’ reports to identify officers who fail to conduct traffic stops, field interviews, no-action encounters, frisks, and searches in compliance with constitutional standards and this Agreement, or to ensure that the encounters are properly documented in compliance with the terms of this Agreement; and d) Supervisors who fail to require re-training and/or discipline for subordinate officers who conduct unreasonable, unreported, or insufficiently documented encounters.	Compliant	N/A
IV.E.7 – Defendants shall ensure that the MPD Internal Affairs Division uses audits to, <i>inter alia</i> , identify officers who need additional training on traffic stop, field interview, no-action encounter, frisk, and search policies and/or discipline for the	Compliant	N/A

conduct of unreasonable, unreported, or insufficiently documented encounters.		
IV.E.7 – Defendants shall ensure that data and findings from the audits described in paragraphs IV.E.6 and IV.E.7 shall be incorporated into the MPD’s Early Intervention Program.	In Process	N/A

Counseling, Re-training, and Discipline (SA IV.F)

Summary of Requirements in Settlement Agreement

The Settlement Agreement requires the MPD develop and use performance benchmarks as well as an alert system for employees who may be involved in three insufficiently documented, legally unsupported, or racially based traffic stops, field interviews, no-action encounters, frisks, or searches over a rolling one-year period. MPD may discipline, counsel, re-train, suspend, or discharge the officer as appropriate. The Agreement requires that MPD issues discipline progressing in severity as the number of such sustained violations increases. MPD shall update SOPs to reflect the requirements of this Settlement Agreement in this area.

During training, MPD must ensure officers understand the potential consequences of further training, counseling, or discipline should an officer fail to conduct traffic stops, field interviews, no-action encounters, frisks, and searches in a lawful manner. Supervisors responsible for ensuring officers comply with constitutional standards shall be subject to investigations and the same consequences if they fail in their duties.

The Agreement states if an officer, in a three-year period, is involved in four or more traffic stops, field interviews, no-action encounters, frisks, or searches not supported by reasonable suspicion or probable cause, or not properly documented, the supervisor must refer that officer for investigation. The Internal Affairs Division shall then conduct an investigation. When command staff or supervisors are determining sanctions or solutions, they will take into consideration the amount and context of complaints lodged against a given officer.

Status Summary

In year six, the MPD remains compliant with SA IV.F.1, having demonstrated a system that automatically alerts when an employee is involved in three incidents that have insufficient documentation, are legally unsupported or are based on racial or ethnic profiling within a rolling one-year period. This tracking of non-disciplinary corrective actions has been operational for two years and is being used to monitor and track these actions.

What is less clear from the submitted proofs is whether the system successfully captures all potential allegations or tracks any progressive discipline issued; it is also unclear from the submitted proofs what that process looks like. At the conclusion of CJI's site visit to the Department in March 2024, MPD indicated their intention to conduct activities to better understand how the system captures potential allegations and tracks any progressive discipline used, as well as to identify the workflow for tracking allegations of racial or ethnic profiling and/or insufficient documentation of encounters. It is not clear from the submitted proofs that these activities have occurred. Because of this, MPD is left in process for SA IV.F.3. It will be necessary for MPD to conduct an audit of this system to inform any necessary changes to the current tracking and decision-making process; MPD must also identify the workflow for tracking allegations of racial or ethnic profiling and/or insufficient documentation of encounters to ensure these allegations do not get filtered out of the system and they receive the proper follow up.

SA IV.F.7 requires supervisors to refer for investigation any officer identified through supervisory review to have engaged in four (4) or more traffic stops, field interviews, no-action encounters, frisks, or searches that are unsupported by the requisite reasonable suspicion or probable cause, are not properly reported, or are insufficiently documented in a three (3)-year period. In December 2022, the FPC approved SOP 870 – Suspensions/Official Discipline which mandates the referral in lieu of Non-Disciplinary Corrective Action (NDCA). The submitted proofs demonstrate that the Internal Affairs Division is investigating officers who have violated the same component of the Code of Conduct, Standard Operating Procedures, Standard Operating Instructions, or training four (4) or more times in a three (3)-year period and that the Internal Affairs Division is investigating officers who have received three (3) or more NDCAs within a one (1)-year period. What is less clear from the

submitted proofs is the tracking and decision-making process for how officers meeting those criteria are referred for investigation; it is also not clear from the submitted proofs how their internal database system is calibrated to detect officers engaged in four or more unsupported or improperly documented stops in a three-year period. Because of this, MPD is left in process for SA IV.F.7. It will be necessary for MPD to describe how the internal database system is calibrated to detect officers meeting the criteria in SA IV.F.7, incorporate this information into the workflow for tracking allegations, and outline the process for how officers meeting the criteria in SA IV.F.7 are referred for investigation.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
IV.F.1 – MPD will develop and maintain a system of benchmarks and alert notification triggers for any employee involved in three (3) incidents of traffic stops, field interviews, no-action encounters, frisks, and searches that are insufficiently documented, legally unsupported, or based on racial or ethnic profiling over a rolling one (1)-year period.	Compliant
IV.F.3 – Defendants shall ensure that discipline must occur when there is a sustained allegation that any MPD officer has conducted a traffic stop, field interview, no-action encounter, or frisk that lacks the requisite reasonable suspicion and/or is the result of racial or ethnic profiling, or has failed to report or insufficiently document a traffic stop, field interview, no-action encounter or frisk, with such disciplinary measures progressing in severity as the number of such sustained violations increases. Nothing in this Agreement precludes imposition of a greater or additional discipline when the Chief determines such discipline is appropriate.	In Process
IV.F.7 – Defendants shall require MPD supervisors to refer for investigation any officer identified through supervisory review to have engaged in four (4) or more traffic stops, field interviews, no-action encounters, frisks, or searches that are unsupported by the requisite reasonable suspicion or probable cause, are not properly reported, or are insufficiently documented in a three (3)-year period. Such investigation shall be conducted by the MPD Internal Affairs Division, or by the commanding officer of the district, under the supervision of the MPD Internal Affairs Division.	In Process

Community Engagement (SA IV.G)

Summary of Requirements in Settlement Agreement

Per SA IV.G.1, MPD's monthly crime and safety meetings should include concerns raised by the community about the actions of the MPD, especially as they relate to stops and frisks. The Agreement also requires that the Defendants shall maintain the CCC to seek community input regarding police actions and to improve the relationships between the police and the community. Changes in membership of the CCC should be a result of consultation between the Plaintiffs and Defendants, and the Defendants should make sure that the CCC represents racially and ethnically diverse communities, persons with disabilities, LGBTQ+ persons, and other protected classes.

Status Summary

MPD has continued the practice of including on the agendas for monthly crime and safety meetings an item about the MPD's actions and any concerns about traffic stops, field interviews, no-action encounters, and frisks, among other issues. Over the past year, we have again received documentation that all seven districts include the required topic on their monthly crime and safety meeting agendas and therefore the Defendants are compliant with SA IV.G.1. CJI additionally notes that some districts go beyond the invitation for members of the public to bring concerns about these topics forward and include on the agenda a proactive discussion about data related to police actions in the district over the past month. Sharing these data creates the sense of an interest on the part of the MPD for a deeper relationship and an encouraging trend.

In year six, the Community Collaborative Commission (CCC) continued to meet and invite MPD to attend discussions focused on the Settlement Agreement and other topics related to policing in the City of Milwaukee. The CCC has experienced turnover in membership and continues to meet and discuss the future of the CCC.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
IV.G.1 – Defendants shall ensure that the MPD monthly crime and safety meetings, which MPD already conducts, will include on their agendas in all districts concerns, if they are raised, about the MPD's actions, including but not limited to policies and practices concerning traffic stops, field interviews, no-action encounters, and frisks.	Functionally Compliant
IV.G.2 – Defendants shall maintain the existing Milwaukee Collaborative Community Committee to seek community input on police department operations to improve trust between law enforcement and city residents. Defendants shall consult with Plaintiffs regarding any changes in or additions to the membership of this group. Defendants shall make reasonable efforts to ensure that the membership in this committee represents racially and ethnically diverse communities, persons with disabilities, LGBTQ+ persons, and other protected classes.	Functionally Compliant

Compliance (SA V)

Summary of Requirements in Settlement Agreement

To achieve compliance with Section V of the Settlement Agreement, MPD must incorporate all requirements into their internal policies, ensure needed staff are in place per the requirements, and appropriate sufficient funds to meet requirements (SA V.1.a-c). In addition, through the Consultant's analysis, MPD must demonstrate sustained and continuing improvement in constitutional policing based on the following. First, fewer than 14 percent of traffic stop, field interview, no-action encounter, and frisk records are missing any of the required information outlined in SA IV.A.3. Second, fewer than 15 percent of traffic stop, field interview, no-action encounter, and frisk records lack sufficient individualized, objective, and articulable reasonable suspicion for the action to occur. Third, there is no significant racial or ethnicity disparity in traffic stops, field interviews, or no-action encounters. Finally, Section V requires Defendants to provide the Consultant with various data, documents, and information that we may request while preparing our reports.

Year Six Assessment

Section V of the Settlement Agreement primarily requires CJI to conduct data analysis to assess outcomes of the various processes and policies put in place throughout the Settlement Agreement. While conducting various analyses for the purpose of assessing compliance over the past year, we have requested information on particular police encounters, including documentation-related information, as well as video footage. MPD has consistently complied with our requests in a timely and comprehensive manner.

For sections SA V.1.d.i-x, which constitute most of the rows in the following table, MPD must demonstrate it has shown sustained and continuing improvement in constitutional policing based on our analysis of their data, as well as complete documentation of police actions as specified by the Agreement. The Defendants remain in compliance with the requirements related to providing supplemental data necessary to conduct various analyses (V.A.8.a-c and V.A.10). CJI has found MPD, through the Office of Management, Analysis, and Planning (OMAP), to be cooperative in providing this information in a timely fashion over the years.

The following sections describe our assessment of SA V.1.d.i-x in three parts. First, we discuss the extent to which data are missing from traffic stop, field interview, and no-action encounter records in TraCS and RMS (SA V.1.d.i-iii). Next, we present our findings on the percentage of encounters and frisks without sufficient IOARS to justify them (SA V.1.d.iv-vi). Finally, we provide an overview of our findings from the required statistical analysis focused on determining whether there is racial or ethnic bias in MPD's traffic stops, field interviews, no-action encounters, and frisks (SA V.1.d.vii-x).

Settlement Agreement Paragraph	Compliance Status
V.1.d.i – Analysis of TraCS data demonstrating that fewer than 14% of records of traffic stops, frisks, and searches documented in TraCS during the previous six (6) months are missing any of the information required by paragraph IV.A.3 for inclusion in records.	Functionally Compliant
V.1.d.ii – Analysis of RMS data demonstrating that fewer than 14% of records of field interviews, frisks, and searches documented in RMS during the previous six (6) months are missing any of the information required by paragraph IV.A.3 for inclusion in records.	Compliant

V.1.d.iii – Analysis of CAD data demonstrating that fewer than 14% [of] records of no-action encounters documented in CAD during the previous six (6) months are missing any of the information required by paragraph IV.A.3 for inclusion in records.	Non-Compliant
V.1.d.iv – Analysis of TraCS data on traffic stops demonstrates that fewer than 15% of traffic stop records documented during the previous six (6) months fail to show that the stops were supported by individualized, objective, and articulable reasonable suspicion of criminal activity or a traffic or vehicle equipment violation.	Functionally Compliant
V.1.d.v – Analysis of RMS data on field interviews demonstrates that fewer than 15% of field interview records documented during the previous six (6) months fail to show that the traffic stops and encounters were supported by individualized, objective, and articulable reasonable suspicion of criminal activity or a traffic or vehicle equipment violation.	Compliant
V.1.d.vi – Analysis of CAD data on no-action encounters demonstrates that fewer than 15% of records documented during the previous six (6) months fail to show that the traffic stops and encounters were supported by individualized, objective, and articulable reasonable suspicion of criminal activity or a traffic or vehicle equipment violation.	Non-Compliant
V.1.d.vii – Analysis of TraCS and RMS data on frisks demonstrates that fewer than 15% of frisks records documented during the previous six (6) months fail to show that the frisks were supported by individualized, objective, and articulable reasonable suspicion that the stop subject was armed and dangerous.	Non-Compliant
V.1.d.viii – Analysis of TraCS data on traffic stops demonstrates that there is no significant racial or ethnic disparity in the rate at which Black and white people, and Latino and white people, are subjected to traffic stops after controlling for agreed upon benchmarks.	Non-Compliant
V.1.d.ix – Analysis of RMS data on [field interviews] demonstrates that there is no significant racial or ethnic disparity in the rate at which Black and white people, and Latino and white people, are subjected to field interviews after controlling for agreed upon benchmarks.	Non-Compliant
V.1.d.x – Analysis of CAD data on no-action encounters demonstrates that there is no significant racial or ethnic disparity in the rate at which Black and white people, and Latino and white people, are subjected to no-action encounters after controlling for agreed upon benchmarks.	Compliant
V.A.8.a – Defendants will provide Plaintiffs and the Consultant with the relevant police district population data.	Functionally Compliant
V.A.8.b.i – Defendants shall ensure that the Consultant and Plaintiffs’ counsel are provided with crime data agreed upon by the Parties. At a minimum, Defendants shall make available crime data for the preceding year, including reported crimes, committed crimes, type of crime, police district of crime, and suspect race if known.	Functionally Compliant

V.A.8.c – The Parties shall endeavor to reach agreement about the economic and social factors used as controls. To the extent that there are differences in the economic and social regression factors used by each side, and to the degree there appear to be different conclusions based on different factors, the Parties’ experts will determine which are the most relevant and reliable.	Functionally Compliant
V.A.10 – Defendants shall provide the Consultant with data, documents, analysis, and information requested by the Consultant in the preparation of Reports, including, but not limited to, electronic data on crime rates, police deployment, and MPD traffic stops, field interviews, no-action encounters, and frisks, including all of the data identified in paragraph IV.A.3.	Functionally Compliant

Missing Data Elements

Tables 2, 3, and 4 outline the extent to which TraCS and RMS are missing required data elements from records regarding traffic stops, field interviews, and no-action encounters. The tables show the percent of observations where the listed data element is missing. We consider an element missing from a record if that field is blank or has a value of “NULL”. We did not assess the extent to which data are correct or valid, with three exceptions: 1) police district fields where values should be between one and seven, 2) CAD numbers where we can assess whether a given CAD number from the dispatch database matches the CAD number in TraCS and RMS records, and 3) the outcome field for no-action encounters which should be a specific “no action” code per the Agreement (IV.A.3.j.iii).

The assessment in this report, as mentioned above, measures the extent to which data elements are missing from each of the encounter records. To do this missing data assessment we create two files for each type of encounter: traffic stops, field interviews, and no-action encounters. The first file represents unique persons involved in the encounter type, and the second file represents unique encounters. We create the files this way to assess certain elements by person (e.g., whether officers have documented the race of each individual involved in an encounter) and other elements by encounter (e.g., whether officers document the location address where the encounter took place). This file structure represents a revised methodology to this missing data assessment which we describe in more detail in the March 2023 Six-Month Report on Non-Compliant Items.¹³ The values that do not meet the 14 percent threshold requirement per the Settlement Agreement are identified with an asterisk. A detailed explanation and assessment of each file and the extent to which data elements are missing follow each table.

While the Settlement Agreement directs us to investigate the previous six months of data, we also provide the percentage of missing data from all prior analyses (beginning with quarter one of 2019) to allow for comparison over time. Table 2 shows all the required data elements for traffic stops and associated frisks and searches that meet the required 14 percent threshold. Our methodology uses a “person-level” or “encounter-level” denominator as necessary for each data element. For example, age, gender, and race and ethnicity are data elements assessed for each person involved in a police encounter while address, police district, and date of encounter are all data elements assessed at the encounter level. For a third year in a row, MPD is compliant with

¹³ <https://city.milwaukee.gov/ImageLibrary/Public/ImageLibrary/Photos/CJISix-MonthReportonNon-CompliantItemsMarch20223-22-2022.pdf>

documentation completeness for data elements related to traffic stops, with values well within the 14 percent threshold.

Table 2: Percent of Traffic Stop Records Missing Data in TraCS

IV.A.3 Subsection	Data Element	2019 Q1Q2 Q3Q4	2020 Q1Q2 Q3Q4	2021 Q1Q2 Q3Q4	2022 Q1Q2 Q3Q4	2023 Q1Q2 Q3Q4
A	Age	26.80%* 4.36%	3.71% 5.17%	0.81% 1.21%	0.44% 0.40%	0.38% 0.50%
A	Gender	26.80%* 4.36%	3.71% 5.17%	0.81% 1.21%	0.44% 0.40%	0.38% 0.50%
A	Race and ethnicity	26.80%* 4.36%	3.71% 5.17%	0.88% 1.29%	0.52% 0.45%	0.45% 0.57%
B	Address	1.60% 1.06%	2.62% 4.50%	3.71% 4.32%	2.70% 2.88%	1.85% 2.88%
B	Police district	4.00% 4.99%	5.88% 8.78%	4.72% 8.91%	5.49% 7.43%	6.91% 5.40%
C	Date of encounter	0.00% 0.00%	1.73% 4.24%	0.02% 0.01%	0.01% 0.00%	0.00% 0.00%
D	Start time of encounter	0.00% 0.01%	1.73% 4.24%	0.02% 0.01%	0.01% 0.00%	0.00% 0.00%
E	Narrative of legal basis	60.50%* 0.01%	1.75% 4.26%	3.69% 4.31%	2.59% 2.80%	1.83% 2.67%
E	CAD transcript	not received not received	4.32% 3.76%	4.65% 7.85%	3.28% 4.15%	3.89% 4.28%
F	Frisk Y/N ¹	not clear not clear	not clear not clear	not clear not clear	not clear not clear	not clear not clear
F	Frisk legal basis	not clear 0.91%	1.53% 0.76%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
G	Search Y/N	26.70%* 4.31%	3.66% 5.16%	4.67% 8.92%	4.27% 4.29%	4.46% 5.08%
G	Search legal basis	0.10% 4.32%	3.67% 5.16%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
H	Contraband found Y/N	0.00% 4.31%	3.66% 5.16%	0.10% 0.21%	0.09% 0.00%	0.10% 2.89%
H	Contraband type	0.20% 4.31%	3.66% 5.16%	0.10% 0.21%	0.09% 0.00%	0.10% 2.89%
I	Use of force Y/N ²	not received not received	not received not received	not received not received	not received not received	not received not received
I	Use of force type	not received not clear	not clear not clear	not clear not clear	0.00% 0.00%	0.00% 0.89%
I	Use of force justification ³	not received not received	5.26% 0.00%	0.00% 0.00%	0.00% 0.00%	0.94% 0.89%
J	Encounter outcome	0.10% 0.01%	1.76% 4.26%	11.15% 10.31%	2.66% 3.08%	2.74% 3.21%
J	Violations, offenses, or crimes	57.11%* 49.91%*	47.90%* 59.17%*	2.71% 3.61%	2.50% 2.80%	1.83% 2.67%
L	Officer names	3.80% 0.07%	1.73% 4.28%	2.63% 6.17%	3.26% 3.31%	2.74% 3.20%
L	Officer IDs	0.00% 0.00%	1.74% 4.28%	2.30% 5.20%	3.39% 2.21%	2.74% 3.20%

IV.A.3 Subsection	Data Element	2019 Q1Q2 Q3Q4	2020 Q1Q2 Q3Q4	2021 Q1Q2 Q3Q4	2022 Q1Q2 Q3Q4	2023 Q1Q2 Q3Q4
	Unique stop ID number (match to CAD)	3.00% 1.06%	2.62% 4.50%	1.78% 5.29%	2.10% 2.43%	2.22% 2.36%

Table notes:

¹ The contact summary form, the primary form officers fill out after conducting a traffic stop, has one field called “search conducted”, where officers can indicate whether they performed a search or a frisk. If an officer selects “yes” for search conducted, only then is there an option in another field, called “search basis,” where they can select “pat down.” Because the documentation of a frisk (pat down) is part of a drop-down menu, it is not possible to assess the percent of records that are missing for this particular data element.

² TraCS, which is a state data system, does not record use of force data, so MPD has provided data from the AIM system as the source for the required fields related to uses of force. However, the AIM system does not have a field for whether use of force was used in a given encounter. Instead, we only know that a use of force occurred by virtue of an AIM file existing for a given encounter. Without another field indicating whether force was used, there is no way of knowing how many indications of the type of force used are missing.

³ MPD added a use of force justification field to the AIM system in May 2020. The percentage missing for the first half of 2020 is only measured using encounters from that time on.

⁴ The values that do not meet the 14 percent threshold requirement per the Settlement Agreement are identified with an asterisk.

⁵ Values for each year and each item reflect the Q1Q2 missing percent first and Q3Q4 missing percent underneath.

⁶ The following data elements are assessed at the person level: age, gender, race and ethnicity, frisk (y/n), frisk legal basis, search (y/n), search legal basis, contraband (y/n), contraband type. Data elements assessed at the encounter level include: address, police district, date, start time, narrative of legal basis, CAD transcript, use of force (y/n), use of force type, use of force justification, outcome, violations/offenses/crimes, officer names, officer IDs, and unique stop ID number.

Table 3 shows all the required data elements for field interviews and associated frisks and searches conducted in 2023 that meet the threshold – fewer than 14 percent of field interview records are missing data. All values are well within the required threshold with particular improvement over time in data completeness for unique stop ID numbers and written narratives.

Table 3: Percent of Field Interview Records Missing Data in RMS

IV.A.3 Subsection	Data Element	2019 Q1Q2 Q3Q4	2020 Q1Q2 Q3Q4	2021 Q1Q2 Q3Q4	2022 Q1Q2 Q3Q4	2023 Q1Q2 Q3Q4
A	Age	0.10% 1.14%	0.03% 0.00%	0.05% 0.00%	0.00% 0.00%	0.00% 0.00%
A	Gender	0.10% 0.14%	0.03% 0.00%	0.05% 0.00%	0.00% 0.00%	0.00% 0.00%
A	Race	0.40% 0.14%	0.03% 0.00%	0.05% 0.00%	0.00% 0.00%	0.00% 0.00%
A	Ethnicity	5.80% 0.18%	0.03% 0.00%	0.05% 0.00%	0.00% 0.00%	0.00% 0.00%
B	Address	0.00% 0.04%	0.02% 0.00%	0.08% 0.00%	0.00% 0.00%	0.00% 0.00%
B	Police district	2.80% 2.73%	1.65% 0.58%	0.08% 0.00%	0.00% 0.00%	0.00% 0.00%
C	Date of encounter	0.00% 0.00%	0.00% 0.00%	0.08% 0.00%	0.00% 0.00%	0.00% 0.00%

IV.A.3 Subsection	Data Element	2019 Q1Q2 Q3Q4	2020 Q1Q2 Q3Q4	2021 Q1Q2 Q3Q4	2022 Q1Q2 Q3Q4	2023 Q1Q2 Q3Q4
D	Start time of encounter	0.00% 0.00%	0.00% 0.00%	0.08% 0.00%	0.00% 0.00%	0.00% 0.00%
E	Narrative of legal basis	0.30% 0.20%	0.06% 0.00%	0.08% 0.00%	0.00% 0.00%	0.00% 0.00%
F	Frisk Y/N	0.10% 0.20%	0.03% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
F	Frisk legal basis	12.30% 2.03%	2.24% 1.05%	0.41% 0.49%	0.40% 1.17%	1.15% 0.46%
G	Search Y/N	0.10% 0.16%	0.03% 0.00%	0.05% 0.00%	0.00% 0.00%	0.00% 0.00%
G	Search legal basis	7.70% 2.31%	1.32% 0.76%	0.00% 0.08%	0.18% 0.10%	0.00% 0.19%
H	Contraband found Y/N	0.10% 0.22%	0.03% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
H	Contraband type	0.10% 0.22%	0.03% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
I	Use of force Y/N	0.20% 0.20%	0.03% 0.00%	0.15% 0.00%	0.00% 0.00%	0.00% 0.00%
I	Use of force type	not received 1.55%	0.45% 0.92%	30.60%* 53.05%*	59.45%* 0.00%	1.57% 2.69%
I	Use of force justification	13.00% 0.92%	1.38% 0.38%	2.77% 0.00%	5.40% 0.00%	1.97% 0.34%
J	Encounter outcome	0.20% 0.16%	0.03% 0.00%	0.15% 0.00%	0.00% 0.00%	0.00% 0.00%
J	Violations, offenses, or crimes	6.10% 0.18%	0.06% 0.00%	0.15% 0.00%	0.00% 0.00%	0.00% 0.00%
K	Relevant suspect description	not received 11.04%	1.56% 1.82%	0.08% 0.00%	0.00% 0.00%	0.00% 0.00%
L	Officer names	0.40% 1.49%	0.03% 0.00%	0.08% 0.00%	0.00% 0.00%	0.12% 0.00%
L	Officer IDs	0.40% 0.00%	0.03% 0.00%	0.60% 0.08%	0.00% 0.00%	0.12% 0.00%
	Unique stop ID number (match to CAD)	3.10% 0.06%	6.39% 0.41%	0.00% 3.45%	0.60% 0.45%	0.25% 0.11%

Table notes:

¹ The values that do not meet the 14 percent threshold requirement per the Settlement Agreement are identified with an asterisk.

² Values for each year and each item reflect the Q1Q2 missing percent first and Q3Q4 missing percent underneath.

³ The following data elements are assessed at the person level: age, gender, race and ethnicity, frisk (y/n), frisk legal basis, search (y/n), search legal basis, contraband (y/n), contraband type. Data elements assessed at the encounter level include: address, police district, date, start time, narrative of legal basis, use of force (y/n), use of force type, use of force justification, outcome, violations/offenses/crimes, relevant suspect description, officer names, officer IDs, and unique stop ID number.

Table 4 shows all but one required element meet the threshold that fewer than 14 percent of no-action encounter records are missing data for 2023. We note the overall number of recorded no-action encounters is very low, so fluctuations in missing data percentages are inflated by a low sample size. The Settlement Agreement requires all no-action encounters receive a CAD disposition code of “no action,” and while Table 4

shows significant improvement from 2021 to 2022, the percentage of no-action encounter records without a disposition code of “no action” does not meet the threshold set forth in the Settlement Agreement in 2023.

Table 4: Percent of No-Action Encounter Records Missing Data in RMS

IV.A.3 Subsection	Data Element	2019 Q1Q2 Q3Q4	2020 Q1Q2 Q3Q4	2021 Q1Q2 Q3Q4	2022 Q1Q2 Q3Q4	2023 Q1Q2 Q3Q4
A	Gender	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
A	Race	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
A	Ethnicity	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
B	Address	1.90% 0.00%	0.00% 0.00%	0.00% 3.45%	0.00% 0.00%	0.00% 0.00%
B	Police district	2.80% 3.85%	2.55% 3.95%	0.00% 3.45%	0.00% 6.25%	0.00% 0.00%
C	Date of encounter	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
D	Start time of encounter	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
E	Narrative of legal basis	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
J	Encounter outcome	not received 88.46%*	65.33%* 62.15%*	39.74%* 42.86%*	0.00% 6.25%	14.29%* 17.65%*
L	Officer names	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
L	Officer IDs	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%	0.00% 0.00%
	Unique stop ID number (match to CAD)	9.30% 1.28%	1.09% 0.56%	0.00% 3.45%	0.00% 0.00%	0.00% 0.00%

Table notes:

¹ The values that do not meet the 14 percent threshold requirement per the Settlement Agreement are identified with an asterisk.

² Values for each year and each item reflect the Q1Q2 missing percent first and Q3Q4 missing percent underneath.

³ The following data elements are assessed at the person level: gender, race and ethnicity. Data elements assessed at the encounter level include: address, police district, date, start time, narrative of legal basis, outcome, officer names, officer IDs, and unique stop ID number.

Individualized, Objective, and Articulate Reasonable Suspicion

Table 5 shows the percentage of traffic stop, field interview, no-action encounter, and frisk records that fail to show they were supported by IOARS. We made these determinations based on MPD training materials, SOPs, previous research, and input from subject matter experts. We drew two random samples for each six-month period, one for all encounters, and another for only encounters that involve frisks. The sampling and IOARS determinations are part of our semiannual analyses required by the Settlement Agreement (SA V.A.3). We have produced ten such analyses to date, filed in February, June, and October 2020, April and October 2021, April and

October 2022, April and November 2023, and May 2024. For more information on how we conducted these analyses as well as the population and sample characteristics, see our reports published on the FPC website.¹⁴

Table 5 shows IOARS for traffic stops has stayed consistently under the required 15 percent since the second half of 2019. IOARS for no-action encounters has been significantly above the 15 percent threshold in all but one reporting period. The number of no-action encounters in each reporting period is low and as a result there may be more significant fluctuations in the percentage of these encounters failing to meet the threshold than there are for other encounter types. For field interviews, there was steady improvement from the first half of 2020 through the first half of 2022, with unsatisfactory articulation of IOARS in field interviews above the 15 percent threshold for the second half of 2022. In 2023, IOARS for field interviews has remained under the required 15 percent threshold. IOARS for frisks have consistently remained significantly above the 15 percent threshold, despite some improvement in 2022. The Department must continue to prioritize improving the quality of IOARS for frisks within the written documentation of police encounters.

Table 5: Percent of Encounters without Sufficient IOARS

SA Language	2019		2020		2021		2022		2023	
	Jan-June	July-Dec.	Jan-June	July-Dec.	Jan-June	July-Dec.	Jan-June	July-Dec.	Jan-June	July-Dec.
V.1.d.iv – Fewer than 15% of traffic stop records fail to show that the stops were supported by IOARS (TraCS)	36.5%	8.3%	6.1%	7.8%	4.1%	2.9%	2.7%	0.7%	3.2%	1.9%
V.1.d.v – Fewer than 15% of field interview records fail to show that the field interviews were supported by IOARS (RMS)	42.1%	8.5%	48.6%	37.9%	20.9%	17.3%	10.0%	17.3%	11.1%	10.1%
V.1.d.vi – Fewer than 15% of no-action encounters fail to show that they were supported by IOARS (RMS)	50.0%	15.8%	50.0%	63.2%	52.6%	73.7%	27.8%	55.6%	26.7%	64.7%
V.1.d.vii – Fewer than 15% of frisk records fail to show that the frisks were supported by IOARS (TraCS and RMS)	79.4%	80.8%	91.4%	86.8%	48.8%	53.6%	30.0%	35.0%	31.1%	31.5%

Racial and Ethnic Disparities

The Settlement Agreement (SA V.A.5-8) stipulates specific data sources, regression protocols, and hit rate analyses are required to measure MPD's compliance with the Fourteenth Amendment of the U.S. Constitution

¹⁴ <https://city.milwaukee.gov/fpc/Reports/Crime-and-Justice-Institute-Reports.htm>

and Title VI of the Civil Rights Act of 1964 in conducting traffic stops, field interviews, no-action encounters, and frisks. The intent of the analyses is to determine the impact of a person's race or ethnicity on the likelihood of a police encounter while controlling for crime and population characteristics of each of the police districts. Four analyses were conducted to measure compliance: stop rate analysis, IOARS rate analysis, hit rate analysis of frisks and contraband, and hit rate analysis of districts by crime rates. A full description of how the encounter data files were developed for analysis, and the associated data tables are presented in a companion to this report entitled, "Analysis of 2023 Traffic Stops, Field Interviews, No-action Encounters, and Frisks." This is the sixth annual analysis of police encounters to assess progress or compliance with the terms of the Settlement Agreement.

The stop rate analysis indicates, after controlling for known predictors, that Black residents are subjected to traffic stops, field interviews, and frisks at significantly higher rates than white residents. Black residents of typical driving age are 4.2 times more likely to get stopped than white residents of typical driving age and Black residents are 12.1 times more likely to be subjected to a field interview than white residents of Milwaukee. These results are statistically significant. The analysis indicates no significant racial or ethnic disparities in no-action encounters, moving the Department into compliance with SA V.1.d.x based on stops conducted in 2023.¹⁵

Black individuals are also significantly more likely to experience a police stop that involves a frisk. We analyze the racial and ethnic disparity in two ways. First, we estimate the likelihood that a person in Milwaukee will be subjected to a stop that involves a frisk, by race and ethnicity. This provides information about whether there is a racial or ethnic disparity in more invasive police encounters, controlling for other known factors, among members of the public in Milwaukee. We find that Black residents are almost 21 times more likely than white residents to be subjected to a frisk-based police encounter. Second, we estimate whether there is a racial or ethnic disparity in the likelihood of a frisk among the individuals stopped by police. This provides information about whether there is a racial or ethnic disparity in the likelihood of a frisk after the officer has already decided to make a stop. This more focused analysis of frisks indicates that during a police encounter, Black subjects are 2.5 times more likely to be frisked than white subjects. These results are also statistically significant.

Controlling for demographic and district-level population characteristics, Hispanic/Latino residents were not significantly more likely to be stopped by police in a traffic stop, field interview, no-action encounter, or more likely to experience a police stop that involves a frisk. The traffic stop rate for residents of other races was 56 percent lower than for white residents, a statistically significant difference.

The probability of proper IOARS documentation for stops and for frisks involving Black subjects or stops and frisks involving Hispanic/Latino subjects is higher relative to white subjects. However, the difference is not statistically significant.

Hit rates for contraband discovery were 24 percent overall, with magnitude differences by race and ethnicity that are not statistically significant. Exploration of contraband hit rates by race or ethnicity specifically for weapons and drugs also does not show a statistically significant difference by race or ethnicity.

An analysis of the ratio of frisk rates to crime rates by district shows that when accounting for relative crime rates, officers conduct frisks more often in Black and Hispanic/Latino neighborhoods than in white neighborhoods.

¹⁵ For more information, see the Analysis of 2023 Traffic Stops, Field Interviews, No-action Encounters, and Frisks: <https://www.cj institute.org/city-of-milwaukee-settlement-agreement/>

Overall, using the methodology required by the Settlement Agreement, we find racial and ethnic disparities in traffic stops, field interviews, and frisks conducted by MPD, with robust disparities in police encounters with Black residents compared to white residents of Milwaukee. IOARS documentation standards have continued to improve in 2023 with the exception of documentation of IOARS for frisks with Hispanic/Latino stop subjects. Documentation of IOARS for frisks in 2023 was notably higher than for previous years for white stop subjects.

These results represent a fifth year of analysis of police encounters in Milwaukee. Stop rate disparities for traffic stops, field interviews, and disparity in the likelihood of a frisk, controlling for known predictors, have been found for all five years when comparing the experiences of Black and white individuals encountered by police. Current findings from police encounters in 2023 indicate no racial disparities in no-action encounters; current findings also do not indicate disparities in whether and how police interact with Hispanic/Latino residents and white residents of Milwaukee. While these findings show some improvements to equity in police actions, work remains to understand and reduce racial disparities in police interactions with community members in Milwaukee.

Miscellaneous (SA VIII)

Status Summary

Per SA VIII.2, no amendments to the Agreement will be valid unless made in writing and signed by all of the signatories. One amendment was made and agreed on by all Parties during year five, which involved the collection of certain race and ethnicity data outlined in SA IV.A.3.a-l.

Year Six Assessment

Settlement Agreement Paragraph	Compliance Status
VIII.2 – No Amendments of this Agreement will be valid unless made in writing and signed by all of the signatories hereto.	Compliant

Conclusion

This Sixth Annual Report presents a comprehensive assessment of all the requirements of the Settlement Agreement. The addition of the Functionally Compliant classification allows the Parties and the public to take stock of which areas of the Agreement are on solid foundations and where improvements to process and practice must still be made. Further, there is opportunity for continued negotiations among the Parties to envision necessary changes to the original language of the Agreement that reflect best practices in law enforcement operational functions and analytic methodology that have been developed since the Agreement was signed.

Policy. The Defendants have demonstrated their commitment to updating policies and keeping them updated in accordance with the terms of the Agreement. The requirement that recruiting and hiring of officers reflect the diversity of the residents of Milwaukee (SA IV.14) is an ongoing and iterative process, dependent upon factors within and outside of the City's control. While the Defendants have not yet met compliance with this provision, they have demonstrated over this year their commitment to assessing ways to meet these goals. Overall, CJI finds that the Defendants demonstrate compliance with the Policy section of the Settlement Agreement and have processes in place that create opportunities for meeting hiring and recruiting goals.

Data Collection and Publication. The Defendants collect and publish all data elements required by the Settlement Agreement and have created the necessary data collection systems for officers to input, supervisors to review, and the department and FPC to audit information collected about the police actions that are the focus of the Agreement. Non-Compliant items in this section of the Settlement Agreement reflect items that require 100 percent accuracy. This threshold does not allow for human or technological error which, in some instances, is the primary obstacle for MPD to reach compliance. MPD's current use of multiple data systems to collect the required information, combined with manual officer input of information in multiple places, creates vulnerabilities and inefficiencies that cause human error (e.g., transposition of CAD numbers) and technological barriers (e.g., mismatched fields across databases that do not integrate with each other). A reasonable benchmark is necessary to allow for such errors in addition to consideration for technology resources that can create better efficiencies in collecting and reviewing the data required by the Settlement Agreement.

Training. The remaining In-Process or Deferred requirements in the Training section of the Settlement Agreement are related to the Parties' agreement for a suitable replacement for the originally required implicit bias training, as well as a robust method by which to train supervisors in analyzing data for patterns of bias in the actions of their officers. The agreement for a suitable implicit bias training has been an ongoing discussion between the Parties. MPD will need to find internal collaborative pathways to equip supervisors with the necessary information for them to achieve the goals of SA IV.B.1.d, as the expectation for supervisors to have the skillset, resources, and time necessary to carry out such analysis on their own is unrealistic.

Supervision. There are several requirements in the Supervision section of the Settlement Agreement that remain In-Process because coordinated, consistent, and robust processes must be in place to create the supervision structures envisioned in the Agreement. Supervision requirements that remain Non-Compliant are largely because supervisors are not achieving 100 percent accuracy in reviewing, correcting, and approving documentation produced by officers. More efficient systems and reasonable benchmarks may be necessary, especially with respect to review of citations and warnings, to reflect a standard for documentation that is both achievable and also upholds the goals for officer accountability envisioned by the Agreement.

Procedures for Complaints. There are no Non-Compliant items in the Procedures for Complaints section of the Settlement Agreement. Requirements that have yet to be deemed Compliant are dependent upon the

development of more consistent or robust processes that show the requirement is addressed in a way that represents a routine organizational practice. Some of the processes that must be developed depend upon more efficient technology resources to support efficient and consistent workflows.

Audits. MPD and FPC have developed the robust audit functions required by the Settlement Agreement. The only item remaining In-Process within the Audit section of the Agreement involves MPD's development of a robust workflow that incorporates audit findings into their Early Intervention Program. This process and workflow is largely dependent upon the technology resources for the Early Intervention Program that the department is currently upgrading.

Counseling, Re-Training, and Discipline. The three requirements in the Counseling, Re-Training, and Discipline section of the Settlement agreement require the development of processes that rely on technology efficiencies and workflows with feedback loops to ensure MPD personnel are held accountable for patterns of behavior that are not consistent with constitutional policing practices. Integrating best practices in organizational psychology and law enforcement-specific training advancements will ensure efforts for corrective action and discipline are fruitful.

Community Engagement. The Defendants are compliant with the two requirements within the Community Engagement section of the Settlement Agreement. The provisions in the Agreement require MPD to create opportunities with community members for discussion about the police actions the Agreement focuses on and requires the Defendants to maintain relationships with the Community Collaborative Commission (CCC). The Defendants' community engagement strategies can and do go beyond these basic requirements and should continue to advance to support deeper relationships with Milwaukee's communities in support of equitable police interactions and co-produced public safety.

Compliance. The Compliance section of the Settlement Agreement is focused on analysis of data to track data quality, assess adherence to IOARS standards, and measure racial and ethnic disparities. These analyses were likely envisioned as the expected outcomes of compliance with the requirements set forth in the other sections of the Settlement Agreement. This analysis indicates that continued work must be done to understand and ameliorate deficiencies in documentation of frisks. The analyses also indicate continued and significant racial disparities in traffic and pedestrian stops as well as stops that involve frisks as a police action. The City has committed resources to work to develop a deeper understanding of why these disparities persist, a necessary step given the limitations of the methodology required by the Settlement Agreement. The required regression methodology to identify disparities can and should be updated to keep up with advances in statistical methods that have occurred over the past six years with respect to understanding racial disparities in police actions.

Appendix

The Crime and Justice Institute Team

Katie Zafft coordinates CJI's Milwaukee Settlement Agreement work. She has over 10 years of experience working on justice system policy evaluation and implementation of reform efforts at the local, state, and federal level. Katie primarily manages CJI's policing and evaluation efforts to advance positive changes in support of fair and equitable practices that directly impact the safety of all communities. Prior to coming to CJI, Katie's work for The Pew Charitable Trusts' public safety performance project involved evaluating state criminal justice policy reforms to inform the national conversation about sentencing, corrections, and enhancing public safety. Katie is committed to advancing better justice systems by developing strong foundations for data-driven decision-making because it leads to better policing and more equitable practices. She holds a Ph.D. in Criminology and Criminal Justice from the University of Maryland, a Master's Degree in Criminology from the University of Minnesota-Duluth, and a Bachelor of Arts in Psychology from St. Catherine's University in St. Paul, Minnesota.

Andrea Tyree has spent her career organizing alongside communities impacted by the criminal justice system and advising law enforcement agencies in the implementation of data-driven practices that enable the co-production of public safety. Prior to CJI, she conducted extensive research on the need for technical assistance and the impact of federal oversight on the field of policing. As a member of CJI's policing team, Andrea contributes to foundational research in the field through her work on projects like the national landscape analysis of behavioral health crisis response models and opportunities for policy-level intervention, the assessment of consent decree outcomes in law enforcement agencies, and the racial bias audit of a Minnesota police department. On the Milwaukee team, Andrea leads the assessment of select Settlement Agreement requirements and develops tools that guide stakeholders in the adoption and evaluation of evidence-based practices. Andrea holds a B.A. in Political Science from Howard University and a Master of Public Policy from Brandeis University.

Erica Bower joined CJI in June 2023, prior to which she worked in academic roles in sociology, criminology, and criminal justice. In the academic setting, Erica conducted research related to school discipline and racial disparities; instructed courses in youth justice, corrections, and social inequality; and connected undergraduates with professionals in the field. Erica also led a collaborative effort to implement and evaluate community-based trainings in mental health and adverse childhood experiences (ACEs) in rural Tennessee, has previously worked on bail reform evaluation in Norfolk, Virginia, and her work has been published in peer-reviewed journals including *American Journal of Criminal Justice* and *The Social Science Journal*. Erica leads the quantitative data analysis for CJI's policing and youth justice portfolios, contributing to several projects aimed at improving these systems. Erica is committed to advancing the field by using data-driven solutions to address critical issues in adult and youth justice. Erica holds a Ph.D. in Criminology and Criminal Justice from Old Dominion University.

Dondre Jefferson joined CJI in July 2023, prior to which he worked in local government roles within Louisville Metro. These various roles included performance management and analysis for various departments such as Louisville's Youth Detention center and Parks and Recreation Department. Dondre was also the program manager for Louisville's Group Violence Intervention effort working with local and federal law enforcement as well as local nonprofit organizations and local governmental agencies to address group violence through targeted intervention and resource allocation. On the Milwaukee team Dondre contributes to monitoring and review of proofs that are submitted for compliance and assessment of IOARS. Along with being on the policing team Dondre also contributes to various projects within CJI's Policy and Youth Justice team's as well.

Theron Bowman is a policing professional contracted by CJI for his subject matter expertise in policing and compliance with court-ordered reforms. He is a police and city management professional and consultant with

more than 30 years of experience leading and managing some of the most complex and sophisticated police and public safety operations in the world. In addition to 30 years with the Arlington Police Department (TX), Dr. Bowman's consulting experience includes serving as a Federal court-appointed monitor; police practices expert and investigator on use of force, internal affairs, misconduct complaints, community policing, bias-free policing, stops, searches and arrests; and recruitment for the U.S. Department of Justice in several jurisdictions. He earned a Ph.D. in urban and public administration from the University of Texas at Arlington and has more than 25 years' experience teaching college and university courses. His experience also includes international policing, community affairs, workforce diversification, public finance, construction oversight, policing strategies, technology, and inspections and accreditations. He has written extensively on policing topics for industry publications and is a graduate of the FBI National Executive Institute and the FBI National Academy.

Ganesha Martin is an attorney contracted by CJI for her subject matter expertise in policing and compliance with court-ordered reforms. Ganesha Martin was the Director of the Mayor's Office of Criminal Justice (MOCJ) for the City of Baltimore. She led collaborative criminal justice efforts that included the Baltimore Police Department, Baltimore State's Attorney's Office, Governor's Office of Crime Control and Prevention, U.S. Attorney's Office, the judiciary and several community groups. Ms. Martin led the federal court-ordered Consent Decree reform efforts at the Baltimore Police Department from 2015 to 2018. As Chief of the Department of Justice Compliance, Accountability & External Affairs Division, Martin collaborated with DOJ Civil Rights Division attorneys during a pattern or practice investigation that ultimately led to a consent decree. She played an integral role on a negotiation team that introduced structural reforms to the Baltimore Police Department in the areas of crisis intervention, relationships with youth, interactions with persons suffering from mental illness, use of force, de-escalation, body-worn cameras, mobile data computer technology, hiring and recruitment, community engagement, and officer wellness and early intervention. She holds degrees in Journalism and Asian Studies from Baylor University and a Juris Doctor from Texas Tech University School of Law.

CJI would also like to acknowledge the contributions of former staff member and project lead **Lauren Leonard**. Lauren's project management and law enforcement expertise was vital to the ongoing development of CJI's assessment processes and instrumental in this sixth year of compliance assessment and technical assistance.