



## OFFICE OF POLICE ACCOUNTABILITY

### Closed Case Summary

Complaint Number 2017OPA-0501

Issued Date: 11/29/2017

Named Employee #1	
Allegation #1	<u>Seattle Police Department Manual</u> 5.001 (2) Standards and Duties: Employees Must Adhere to Laws, City Policy and Department Policy (Policy that was issued April 1, 2015)
OPA Finding	<b>Not Sustained</b> (Unfounded)
Allegation #2	<u>Seattle Police Department Manual</u> 5.002 (6) Responsibilities of Employees Concerning Alleged Policy Violations: Employees will report alleged violations (Policy that was issued May 10, 2017)
OPA Finding	<b>Not Sustained</b> (Inconclusive)
Final Discipline	N/A

Named Employee #2	
Allegation #1	<u>Seattle Police Department Manual</u> 5.001 (2) Standards and Duties: Employees Must Adhere to Laws, City Policy and Department Policy (Policy that was issued April 1, 2015)
OPA Finding	<b>Not Sustained</b> (Inconclusive)
Final Discipline	N/A

## **INCIDENT SYNOPSIS**

An SPD sergeant reported to a city employee that she overheard Named Employee #1 discussing information about the lieutenant promotional exam.

## **COMPLAINT**

The complainant alleged that Named Employee #1, and potentially other unidentified employees involved in a SPD promotional exam, may have disclosed restricted information regarding the exam and test process. OPA added an allegation that Named Employee #1 should have reported misconduct if someone had shared restricted information with him about the examination.

## **INVESTIGATION**

The OPA investigation included the following actions:

1. Review of the complaint
2. Search for and review of all relevant records and other evidence
3. Interviews of SPD employees

## **ANALYSIS AND CONCLUSION**

The premise of this allegation was that by divulging the information in question, Named Employee #1 violated the confidentiality agreement that covered the lieutenant's exam and thus acted contrary to Department policy. While Named Employee #1 knew that confidentiality agreements covered promotional exams, he was not a signatory to the confidentiality agreement covering the lieutenant's exam and was not bound by its terms. This did not mean that, if the allegations were true, it was appropriate for Named Employee #1 to disclose confidential information. It simply meant that Named Employee #1, himself, did not violate policy even if he did so.

Named Employee #1 stated to OPA that Sergeant #1 did not tell him any of the specifics of the lieutenant's exam, including information concerning the lack of preparation for the tactical portion. Named Employee #1 was less definitive as to what he may have discussed with Sergeant #2 and the Acting Sergeant. Sergeant #1, who did sign a confidentiality agreement covering the exam, did not recall telling Named Employee #1 anything concerning the tactical portion.

If Sergeant #1 had provided this information to Named Employee #1, her actions would have been in violation of policy and Named Employee #1 would have been required to report her conduct to a supervisor and/or OPA. Here, however, the evidence was inconclusive as to whether Sergeant #1 told Named Employee #1 this information.

Named Employee #2 was an unidentified employee who violated the confidentiality agreement surrounding the lieutenant's exam. As stated above, the evidence was inconclusive as to whether Sergeant #1 disclosed confidential information to Named Employee #1 concerning the tactical portion of the exam. Moreover, there was no evidence in the record suggesting that any other individual may have disclosed this confidential information.

## **FINDINGS**

### **Named Employee #1**

#### Allegation #1

A preponderance of the evidence showed that Named Employee #1 was not a signatory to the confidentiality agreement covering the lieutenant's exam and was not bound by its terms.

Therefore a finding of **Not Sustained** (Unfounded) was issued for *Standards and Duties: Employees Must Adhere to Laws, City Policy and Department Policy*.

#### Allegation #2

There was not a preponderance of the evidence either supporting or refuting the allegation.

Therefore a finding of **Not Sustained** (Inconclusive) was issued for *Responsibilities of Employees Concerning Alleged Policy Violations: Employees will report alleged violations*.

### **Named Employee #2**

#### Allegation #1

There was not a preponderance of the evidence either supporting or refuting the allegation.

Therefore a finding of **Not Sustained** (Inconclusive) was issued for *Standards and Duties: Employees Must Adhere to Laws, City Policy and Department Policy*.

*NOTE: The Seattle Police Department Manual policies cited for the allegation(s) made for this OPA Investigation are policies that were in effect during the time of the incident. The issued date of the policy is listed.*