

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

DIVISION OF YOUTH SERVICES

COMPLIANCE REPORT

NO. 8

GEORGE SCHMAUS

SETTLEMENT AGREEMENT COORDINATOR

AUGUST 24, 2020

I. Introduction

This is the eighth compliance report of the Settlement Agreement Coordinator (SAC), prepared pursuant to the settlement agreement between the State of Mississippi and the United States in the matter of *United States v. City of Meridian, et al.*

The Settlement Agreement between State of Mississippi; Mississippi Department of Human Services (MDHS); the Mississippi Division of Youth Services (DYS) and the US Department of Justice (DoJ) was entered into September 17, 2015. Page 13 of the Settlement Agreement requires the Settlement Agreement Coordinator to develop and submit a report regarding compliance with the Agreement every six months until the Agreement is terminated by the DoJ and the Probation Services Independent Coordinator.

In June 2015, the State of Mississippi ("the State") and the United States Department of Justice ("Justice Department") reached an agreement to resolve the United States' investigation and litigation regarding the State's handling of youth referred to law enforcement by public schools. The investigation and subsequent litigation included the Lauderdale County Youth Court ("Youth Court"), the Meridian Police Department (MPD), and the Mississippi Department of Human Services Division of Youth Services (DHS/DYS). While the State of Mississippi and the City of Meridian have reached settlements with the Justice Department, litigation regarding the Youth Court and its two judges continued and resulted in them being dismissed from the lawsuit.

1. This report addresses the agreement reached between the State of Mississippi and the United States ("the parties") regarding youth probation services provided by DHS/DYS to children facing delinquency charges in the Lauderdale County Youth Court.
2. The agreement requires that the Settlement Coordinator develop reports regarding compliance with this Agreement and providing such reports to the United States and the Probation Services Independent Auditor every six months. The DHS/DYS shall submit a bi-annual compliance report to the United States and the Probation Services Independent Auditor, the first of which shall be filed within six months of the Effective Date. Thereafter, the bi-annual reports shall be filed 30 days prior to the Independent Auditor's bi-annual compliance tour until the Agreement is terminated. Each bi-annual compliance report submitted by the MDHS/DYS shall describe the actions it has taken during the reporting

period to implement this Agreement and shall make specific reference to the Agreement provisions being implemented. To the extent any provision of this Agreement is not being implemented, the compliance report shall also describe what actions, including any additional revisions to policies, procedures and practices, the State will take to ensure implementation, and the date(s) by which those actions will be taken.

3. The Coordinator provides to the United States and the Probation Services Independent Auditor the raw data upon which each compliance report is based, any reports prepared by the State's technical consultants regarding compliance with this Agreement, and any other reports routinely submitted to the Settlement Agreement Coordinator regarding compliance with the Agreement.

Format

1. Narrative summary providing an assessment of compliance with the commitments of the settlement agreement during the period covered by the Report. This section will include a summation of positive developments as well as a summation of the key challenges that remain.
2. Synopsis of each Substantive Remedial Measure. This section will include a summary of each individual commitment in the settlement agreement and comments related to compliance. This section will include a summation of positive developments as well as a summation of the key challenges that remain
3. Appendix of supporting documentation including copies of pertinent policies, memos and other documentation related to each remedial measure and commitment.

Narrative Summary

This 8th Compliance Report comes approximately 8 months after the last Compliance Report was written. Progress towards full compliance continues to be made and maintained.

DYS has worked diligently over the past several years to comply with the requirements of said Agreement. Over the past several years, our various workgroups have labored diligently and have modified the following: our probation policy and contract, informal probation policy and agreement, parole policy and agreement, Structured Assessment of Violence Risk in Youth (SAVRY) policy and attachments, graduated responses policy, and have developed a continuous education to incorporate training required under the Agreement. We further continue to develop a training policy to meet the

demands of the Settlement Agreement and beyond.

Detailed comments on each item can be found in the following section:

Synopsis of Substantive Remedial Measures

III.A.1.a Within 90 days of the Effective Date, DYS Shall revise its policies, procedures, and practices to ensure that Youth Services Counselors (YSCs) provide youth at their initial meeting a notice using youth-appropriate language regarding the following:

- i. The Youth Services process, including the role of the Youth Services Counselor;**
- ii. The potential consequences to youth for violating their probation contract, including the range of sanctions the youth may face;**
- iii. An explanation of the probation [review and] 1 revocation process, including the youth's right-to challenge allegations of probation violations, and the youth's right to counsel in revocation hearings.**

Progress: In substantial compliance, monitoring completed.

III.A.1.b DYS shall make diligent efforts to provide the notice described above to the youths' guardians.

Progress: In substantial compliance, monitoring completed.

III.A.1.c DYS shall inquire into the Child's ability to understand the probation process and ensure that this process is explained in youth-appropriate language.

Progress: In substantial compliance, monitoring completed.

III.A.1.d Lauderdale County Youth Services Counselors will set a fixed meeting schedule at the youth's initial meeting for all subsequent probation meetings, notify the youth's counsel of the meeting schedule. Additionally, make best efforts to reschedule a probation meeting should the youth request the presence of counsel who is unavailable at the time of the previously scheduled meeting. Lauderdale County Youth Services Counselors will document their efforts to reschedule a probation meeting should the youth request the presence of counsel who is unavailable at the time of the previously scheduled meeting.

Progress: In substantial compliance, monitoring completed.

III.A.2.b DYS shall develop, at a minimum, a table of graduated responses and a risk assessment tool, which the Youth Services Counselors shall use when making recommendations to the Youth Court Judges regarding the appropriate response to youth conduct.

Progress:

In substantial compliance, monitoring completed with regard to risk assessment tool.

Substantial compliance reached during the May 2019 compliance visit with regard to graduated responses. Youth Services Counselors continue to incorporate graduated responses within formal case supervision plans.

Challenges: An ongoing effort will be made to obtain concrete incentives for youth. Tangible incentives have previously been gathered and have been utilized. Such items are held at the Youth Services office. Some tangible incentives were not available during shelter in place periods due to COVID-19. In addition to a statewide shelter in place order, the Lauderdale County office was closed on three different occasions since the last site visit for various periods of time due to positive COVID-19 tests results. Intangible incentives have been used, including verbal praise.

III.A.2.c.i. Within 90 days of the Effective Date, DYS shall, to the extent necessary, adopt or revise policies, procedures, and practices to ensure that conditions of youths' probation are written in simple terms that are easily understandable to them, while preventing arbitrary and discriminatory enforcement.

Progress: In substantial compliance, monitoring completed.

III.A.2.c.ii. Probation contracts shall:

- 1. Include a clear explanation of the youth's rights in the contract; and**
- 2. Specify how children can satisfy the mandatory school attendance requirement while on probation.**

Progress: In substantial compliance, monitoring completed.

III.A.2.c.iii. Youth Services Counselors shall not recommend incarcerating a youth for violations of their probation contract that would not otherwise amount to a detainable offense, unless and until all other reasonable alternatives to incarceration have been exhausted.

Progress: In substantial compliance, monitoring completed.

III.A.3.a.

Within 90 days of the Effective Date, DHS/DYS shall revise its policies, procedures, practices, and existing agreements to ensure compliance with this Settlement Agreement.

Progress:

In substantial compliance. DYS has revised all policies relevant to the Settlement Agreement, all of which have already gone through one or more post-dispersal review processes. All of the aforementioned revised policies, as they are revised and approved, are posted on the Department of Human Services website, under the link for Youth Services, Policies and Procedures, Section 14. As of April 2020, most of the Community Services Section policies were reviewed during the prior one-year period and were revised during that time period. This includes policies not under the purview of the Settlement Agreement.

Since the last site visit by DoJ, two policies specifically related to the Settlement Agreement were revised. During the last site visit it was suggested that the agency should modify certain policies upon our discretion. We modified Policy 39, the Informal Probation Policy, and Policy 44, the Case Plan Policy, both of which were effective March 15, 2020. Shortly prior to the last site visit, graduated responses policy was slightly revised, effective December 1, 2019. The consensus was not to modify any further at that time.

We added a brief social history form (Appendix A) and a modified brief case plan (Appendix B) to the Informal Probation Policy. Both of those will be required for use going forward and will provide more structure and guidance to informal cases.

To the Case Plan Policy, we modified the case supervision plan (Appendix C). After receiving input from YSCs, and working collaboratively with regional directors. We also modified the plan to be more user friendly and efficient for YSCs. Additionally, we added options for the SAVRY summary risk rating at the top of the plan. We eliminated demographic information, which was repetitive. Incentives and sanctions are now identified by the YSC and with the family and youth. Criminogenic need areas are now listed prominently on the first page. We moved signature lines to the bottom of the first page. The program has been updated to include an "Action Plan" after the first page. First, we identify the criminogenic need area and the objective goal. Next is the incentive for completion of goal. Lastly, we identify the service provider/contact and service type. We eliminated the referral type. Next are the action steps, with an incentive for completing the action step. We removed "activity/action step," to only refer to it as an "action step."

III.A.3.b. DHS/DYS shall reassess the effectiveness of its policies, procedures, practices, and existing agreements annually and make necessary revisions to increase the effectiveness of its efforts to prevent violations of

youth's constitutional rights with regard to the subject matter of this Agreement.

Progress: In substantial compliance, monitoring completed.

III.B.1. Lauderdale County Youth Services Counselors shall continue to recommend youth to existing diversion programs, where appropriate, and to monitor future opportunities and sources of funding for additional diversion programs should such funds become available.

Progress: In substantial compliance, monitoring completed.

III.C.1. Within six months of the effective date, DYS shall develop training plans for all Youth Court Counselors involved in providing delinquency and probation services in the Youth Court and shall submit the training plan to the Probation Services Independent Auditor and the United States for review and input.

Progress: In substantial compliance, monitoring completed.

III.C.2. The training plans shall ensure that appropriate staff is trained on topics relevant to their role and responsibilities in juvenile delinquency proceedings including:

- a. Constitutional due process requirements;**
- b. Disposition planning;**
- c. Best practices in social service and therapeutic options for Children and families, including evidence-based practices;**
- d. The appropriate professional role of different players within juvenile proceedings; and**
- e. Any of the policies, procedures or practices that are created or revised**

pursuant to this Agreement

Progress:

Since the last site visit, there have been no new YSCs hired in Lauderdale County. All present YSCs have been trained in the subjects under the purview of the Agreement. A live training was originally planned for a scheduled date of April 1, 2020 related to the recent policy updates. Due to Covid-19 and a shelter in place order executed weeks prior, the training was canceled. A virtual training was conducted for Lauderdale County YSCs on July 8, 2020, via Zoom for the policy updates related to the informal probation policy and the case plan policy. That training was then offered to YSCs statewide via Zoom sessions.

In December 2019, a new Training Director was hired exclusively for Community Services. She has prior experience as a YSC, so she knew the internal workings of the division. She was tasked to begin administering a 40-hour CORE training as soon as possible for new YSCs. Since then, she has executed several live CORE trainings in January and February 2020, making modifications along the way as was appropriate. Since then, she has conducted several CORE trainings executed via Zoom, necessitated due to COVID-19 gathering restrictions. Some training materials have been submitted to DoJ for review.

Beginning August of 2020, in-service training first rolled out to all YSCs statewide via Zoom. The first topic for review was the graduated responses policy. This was facilitated by the Training Director, with support from a regional director who has trained on the topic and is very familiar with the subject. Going forward, it is the intention of DYS to offer specified topics for in-service training via Zoom throughout the year. Several dates are planned for the latter part of August 2020, beginning August 20, 2020, to administer in-service training on dispositional planning, which ties in directly with graduated responses.

DoJ had an opportunity to meet the Training Director during the last site visit. One of its recommendations was to provide her with related training. Her first DoJ training was scheduled April 28-30, 2020 in Birmingham, Alabama, conducted by the National Center for Youth Opportunity and Justice. The training was entitled "Mental Health Training for Juvenile Justice, Train the Trainer." Unfortunately, due to Covid-19, that training was canceled and rescheduling is uncertain at this time. The Training Director has had opportunities to consult with leading trainers within DHS itself. While sheltering in place and teleworking, she viewed videos related to virtual training to learn skills necessary to begin administering on-line training.

III.C.3. DYS shall begin implementing its first training plans within twelve months of the Effective Date and shall create subsequent training plans on an annual basis thereafter.

Progress: In substantial compliance, monitoring completed.

III.C.4. Training plans developed pursuant to this subsection shall be submitted to the Probation Services Independent Auditor and the United States subject to the review process set forth below in subsection VIII.A.

Progress: In substantial compliance, monitoring completed.

IV.A. Within six months of the effective date, DHS/DYS, in consultation with the Probation Services Independent Auditor and the United States, shall develop and implement a community input program to keep the community informed about the progress of its reforms and to hear ongoing community questions and concerns. The community input program shall include a process for receiving and responding to input from interested members of the Community.

Progress: In substantial compliance, monitoring completed.

IV.B. The community input program shall require at least one open community meeting every six months for the duration of this Agreement. A representative for DHS/DYS shall be required to attend the open meeting so long as this Agreement is in effect. Counsel for the State, or any other person chosen by DHS/DYS, may serve as its representative. A representative for the United States will also attend. The open meeting shall inform the public about the requirements of the Agreement and DHS/DYS' progress in each substantive area of the Agreement, and address community concerns regarding this Agreement. The meeting shall be held in a location that is accessible to the public. At least one week before the open meetings, DHS/DYS shall widely publicize the meeting using print media, radio, and the

internet.

Progress: In substantial compliance, monitoring completed.

IV.C. The community meeting shall include summaries of the Action Plan and Compliance Reports required by this Agreement during the period prior to the meeting and any policy changes or other significant actions taken as a result of this Agreement. DHS/DYS shall make any written summary of policy changes or other significant actions taken as a result of this Agreement being publicly available on a public website it creates or maintains.

Progress: In substantial compliance, monitoring completed.

V.B. Notification. Within two weeks of the effective date, DHS/DYS shall communicate the provisions set forth in this Agreement to DHS/DYS officials, staff; agents, and independent contractors who are involved in the implementation of this Agreement.

Progress: In substantial compliance, monitoring completed.

VIII A.1. DHS/DYS shall generate such policies and procedures to ensure compliance with the substantive terms of this Agreement. The policies and procedures developed pursuant to this Agreement shall be subject to the review process described below in paragraphs VIII.A.2 and VIII.A.3.

Progress: In substantial compliance. The State has followed and will continue to follow compliance recommendations of DOJ. Policies revised since the last site visit are applicable to Lauderdale County, and applicable statewide as well.

VIII.A.2 Schedule for Policy and Procedure Review. Unless otherwise stated in Section IV of this Agreement, DHS/DYS shall complete its policy review and revision within six months of the Effective Date. To accomplish this goal, DHS/DYS shall adhere to the Agreement regarding each substantive provision. After DHS/DYS completes its initial revision, it shall immediately submit the revised policies to the Probation Services Independent Auditor, and the United States shall submit to DHS/DYS any suggested revisions to the proposed policies within thirty (30) days. Within thirty (30) days after receiving the Independent Auditor's and the United States' suggested revisions, DHS/DYS shall revise the policies to incorporate the revisions, where deemed appropriate by DHS/DYS.

Progress: In substantial compliance, monitoring completed.

VIII.A.4. Policy Implementation. No later than three months after each policy or procedure is finalized consistent with Paragraph III.A.2, the State shall formally adopt and begin implementing the policies and modify all orders, job descriptions, training materials, and performance evaluation instruments in a manner consistent with the revised policies and procedures. Following adoption and implementation, DHS/DYS shall annually review each policy and procedure and revise as necessary. Any revisions to the policies and procedures shall be submitted to the Independent Auditor for review and input and to the United States for its review and input. Unless otherwise stated, all policies and procedures shall be implemented within one year of the Effective Date.

Progress: In substantial compliance, monitoring completed.

VIII.B.2. Compliance Report. DHS/DYS shall submit a bi-annual compliance report to the United States and the Probation Services Independent Auditor, the first of which shall be filed within six months of the Effective Date. Thereafter, the bi-annual reports shall be filed 30 days prior to the Independent Auditor's bi-annual compliance tour until the Agreement is terminated. Each bi-annual compliance report submitted by DHS/DYS shall describe the actions it has taken during the reporting period to implement

this Agreement and shall make specific reference to the Agreement provisions being implemented. To the extent any provision of this Agreement is not implemented, the compliance report shall also describe what actions, including any additional revisions to policies, procedures and practices, the State will take to ensure implementation, and date(s) by which those actions will be taken.

Progress: In substantial compliance, monitoring completed.

Appendix A

DIVISION OF YOUTH SERVICES **INFORMAL PROBATION SOCIAL HISTORY**

I. Youth's name _____

II. Youth's Personal and Family History

1. What is the current family structure? _____

2. How is the youth behaving at home? _____

3. Are there issues the parents feel need to be addressed? Explain: _____

4. Are both the parent and youth willing to attend counseling? _____

5. Is the youth using alcohol or drugs? _____ If yes, please explain: _____

III. Environmental Factors

1. Does the youth like his/her home? _____

2. Does the youth have his/her own room? _____ Own bed? _____

3. What type of home? _____

4. Describe the youth's neighborhood? _____

IV. Family and Peer Group

1. What is the present family relationship? _____

2. List youth's chores or responsibilities (if any): _____

3. Do parents approve of youth friends? _____ Describe peer associations: _____

V. School/Education

1. Does the youth attend regularly? _____ If no, please explain: _____

2. What are the youth's average grades? _____

3. Is the youth in SPeD, GED, or vocational training? Please explain: _____

March 15, 2020	Policy 39 Informal Adjustment	Attachment B
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Appendix B

DIVISION OF YOUTH SERVICES **INFORMAL PROBATION CASE SUPERVISION PLAN**

NAME: _____ **DATE OF BIRTH:** _____

DATE OF PLAN CREATION: _____ **COUNSELOR:** _____

PROBATION BEGINNING DATE: _____ **ENDING DATE:** _____

AREA(S) OF NEED: _____

OBJECTIVE/GOAL: _____

PLAN AND ACTION STEPS:

AREA(S) OF NEED: _____

OBJECTIVE/GOAL: _____

PLAN AND ACTION STEPS:

NEED AREA: _____

OBJECTIVE GOAL: _____

PLAN AND ACTION STEPS:

March 15, 2020	Policy 39 Informal Adjustment	Attachment C
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Appendix C

DIVISION OF YOUTH SERVICES CASE SUPERVISION PLAN		
Date of Supervision Plan Creation:		
Date SAVRY Completed:	<input type="checkbox"/> N/A if CHINS case	Summary Risk Rating: (circle one) High Moderate Low
Name:	DOB:	Age:
Youth Services Counselor:		
Probation/Parole Start Date:		Probation/Parole End Date:

Incentives: This should be a Graduated Response to encourage and support positive behavior for fulfilling action steps and the accomplishment of objective goals in this Case Supervision Plan.	
Potential incentives identified with Youth Services Counselor:	
Potential incentives identified with family and youth:	
Sanctions: Sanctions are to be imposed for probation/parole violations only.	
Potential sanctions identified with Youth Services Counselor:	
Potential sanctions identified with family and youth:	

Identified Criminogenic Areas of Need:

- 1.
- 2.
- 3.

Signatures:

Date:

YSC		
Youth		
Parent		

ACTION PLAN

Criminogenic Need Area:	
Objective/Goal:	
Incentive for Completion of Goal:	Date earned:
Service Provider/Contact:	
Service Type:	

Action Step:

1.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

2.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

3.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

4.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

5.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

6.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

7.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

8.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

9.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

10.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

11.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

12.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

13.	Start Date: End Date:
Incentive for completion:	Date earned:

Action Step:

14.	Start Date: End Date:
Incentive for completion:	Date earned: