



JI-DE-001-005

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JOHN A. and MARY B., et al.,)
)
 Plaintiffs,)
)
 V.)
)
 MICHAEL N. CASTLE, et al.,)
)
 Defendants.)

C.A. NO. 90-200 (RRM)

FILED
OCT 11 1994
U.S. DISTRICT COURT
DISTRICT OF DELAWARE

SETTLEMENT AGREEMENT

The parties, having negotiated and reached agreement for the settlement of this class action, do hereby submit this Settlement Agreement to the Court for its review and approval, in full settlement of all claims and without admission of fault, binding upon the parties and their successors according to the terms set forth therein, unless further modified by the Court. This Settlement Agreement is intended by the parties to be enforceable by the Court to the same extent as a court order.

GRIEVANCES, DISCIPLINE, CONTROL AND ROOM CONFINEMENT

1. Youth Rehabilitative Services ("YRS") shall comply with the Grievance Policy and Procedures set forth in Attachment I to this Settlement Agreement for all youth at Ferris School ("Ferris") and the New Castle County Detention Center ("NCCDC"). Ferris is defined to include any successor facility-secure facility in Delaware for adjudicated youth, and Mowlds Cottage. NCCDC is defined to include any successor facility-secure facility in Delaware for detained youth, but excluding Stevenson House and its successors.

2. YRS shall comply with the Discipline Policy set forth in Attachment I to this Settlement Agreement, for all youth at Ferris and NCCDC.

3. YRS shall comply with the Policy on Control and Room Confinement, set forth in Attachment I to this Settlement Agreement, for all youth at Ferris and NCCDC. Unit isolation, or lock-down of an entire unit, shall not be permitted, except in accordance with the "Group Restriction" provisions of Attachment I, Policy on Control and Room Confinement.

4. The Department of Services for Children, Youth and Their Families ("DSCYF" or "the Department") shall not use chemical restraints in any form, including, but not limited to, tear gas, Mace, pepper gas, etc., on youth at Ferris and NCCDC.

5. Youth at Ferris and NCCDC who need to be separated from the general population for medical reasons shall be supervised by medical staff as medically indicated. These youth shall not be locked in their rooms, other than in the manner and circumstances applicable to the general population.

PROGRAMMING

Within 90 days of Court approval of this agreement, Ferris and NCCDC shall complete a review of their service plan processes.

A. Youth at NCCDC

1. All youth detained at NCCDC shall be screened on admission, and within the limits of its discretion and authority DYRS will promote the placement of non-violent and non-serious

alleged delinquents to less restrictive alternatives. For all youth who remain detained following their Family Court Bail Hearing, YRS shall identify placements for non-violent and non-serious alleged delinquents in less restrictive alternatives. YRS will pursue approval for placements through the Family Court Bail Review process. YRS shall prepare and maintain a written case plan for each youth who remains detained after the Family Court Bail Hearing. The plan shall include, but not be limited to, a description of the youth's problems, the immediate needs for care, and the care to be provided for the identified needs, and any other services to be provided beyond the regular detention program services. All plans shall include preparation for the youth's release from detention. For a youth whose plan requires placement outside the home, the plan shall be designed to achieve placement in the least restrictive setting available, consistent with the best interest and special needs of the youth and the requirements of public safety.

2. YRS shall appropriately address the health, educational and immediate emotional needs of each youth at NCCDC. NCCDC shall post a schedule of daily activities, including education and recreation, to which the staff adheres.

3. Youth at NCCDC shall be offered the opportunity for at least one hour per day of physical exercise involving large muscle groups, to be taken outside if weather permits.

B. Youth at Ferris

1. YRS shall utilize a classification system based upon

the severity and chronicity of offenses. Within the limit of the Division's discretion and authority, and consistent with the requirements of court orders, the classification system shall guide the placement of youth classified as non-chronic and less-severe in the least restrictive and most appropriate alternative community programs. This section does not apply to youth committed by Family Court for a period of less than thirty days.

2. YRS shall develop for each youth at Ferris for more than 30 days a comprehensive, individualized service plan, based on an assessment of the youth's strengths and needs, and oriented towards the youth's lawful re-entry into the community. YRS shall make its best efforts to provide services that reflect the youth's strengths and needs. An initial classification shall be completed within two weeks of admission to intake status, and a comprehensive plan shall be developed within 30 days of the youth's unit assignment.

3. YRS shall make available a comprehensive range of services designed to address the youth's health, educational and emotional needs, including a comprehensive education program; group and individual counseling; a program for drug and alcohol abuse rehabilitation; special offenders' programs; access to telephone; a schedule for visiting; and a daily posted schedule for education, counseling and recreation to which the staff adheres.

4. Youth at Ferris shall be offered the opportunity for at least one hour per day of physical exercise involving large

muscle groups, to be taken outside if weather permits.

5. The comprehensive individualized service plan shall include an itemization of the youth's strengths and specific educational, vocational, medical, mental health and emotional needs, and shall be based on interviews, school and family assessments, and where appropriate special evaluations. If the intake assessment on the intake unit indicates that the youth has a substance abuse problem, there shall be a special evaluation and the individual needs assessment shall consider the extent of substance abuse that might have impaired the youth or the family's functioning.

6. After being itemized, each youth's strengths and needs will be matched to services, e.g. individual and group counseling, and/or specialized psychological and psychiatric services, designed to meet that youth's particular needs. Individualized service plans will be re-assessed every 30 days, and services will be added or changed as indicated. Such changes or additions shall be reviewed with the youth. A parent, guardian, or custodian of the youth shall be apprised of any such changes or additions.

7. Prior to the release from Ferris of each youth who has been at Ferris for more than 30 days, a specific plan for re-entry to the community shall be developed as a component of the service plan for the youth. In no event, however, shall a youth's release be delayed for this purpose. The re-entry plan shall concretely identify post-release services designed to

continue treatment and support for the youth's re-entry to the family and neighborhood and maintenance of non-delinquent behavior, including appropriate available educational, vocational and mental health services.

8. For youth adjudicated in adult court who will serve time at Ferris until their eighteenth birthday, a special program shall be developed that recognizes the longer-term nature of their commitment and the specific service needs of this population, and that prepares youth for transition into the adult prison system. This special program shall be developed by July 1, 1995.

STAFFING

1. YRS shall undertake an overall review of staffing needs annually. YRS shall request staff positions to meet identified staffing needs through the annual budget process.

2. Staffing ratios for the first two shifts shall be at least one direct youth supervisor (that is, including youth rehabilitative counselors, their immediate supervisors, and teachers but not including clinical staff or administrators) to each eight youths. On the third (overnight) shift, the ratio shall be at least one direct youth supervisor to every twelve youths, with back-up or floating staff available throughout the shift.

3. A roster of approved, casual/seasonal employees shall be maintained for assignment to short-term, full-time and part-time duties of permanent staff when necessary to maintain essen-

tial coverage.

4. Criminal record checks shall be completed on all new employees prior to their employment at the facilities.

5. All new employees shall be initially hired for a probationary period of at least six months and their performance shall be evaluated and documented as having demonstrated competency prior to their appointment to an established position.

6. Written performance reviews shall be completed annually for all employees and all content of the review shall be in accordance with the quality assurance guidelines established by the State for the performance review process.

MENTAL HEALTH

1. All youth shall be screened for potential suicide risks. A written suicide prevention and intervention policy shall be maintained, which includes specific procedures for identification and supervision of suicide-prone youth. All staff with responsibility for juvenile supervision shall be trained in the implementation of the policy.

2. A full-time doctorate-level psychologist position shall be maintained at Ferris School to provide direct services for youth who have mental health problems, and to advise other staff in their contacts with these youth. Two additional doctorate-level psychologists, licensed by the State of Delaware, and one licensed psychiatrist, shall be maintained on a part-time consultant basis to provide direct mental health services for youth.

3. At a minimum, the mental health staff will be available

to:

a. Train staff who do initial assessments of youth and be available to help assess problematic cases;

b. Participate in the development of the treatment plan of each youth who, in the professional judgment of the mental health staff, requires mental health services, and consult with staff about necessary revisions in the individual service plans of these youth, where appropriate;

c. Be available to provide direct mental health services to youth who need ongoing mental health services as specified in the youth's individual treatment plan;

d. Be available to youth who are in crisis (e.g., placed in room confinement because of lack of control), and be available to staff to consult about the management and treatment, if indicated, for problematic cases, including youth who present chronic discipline problems;

EDUCATION

1. DSCYF shall make available to all youth in Ferris and NCCDC five hours of school per day, two hundred fifteen days per year, in accordance with DPI approved school calendar for state-operated programs. DSCYF shall make available special education, pre-vocational or vocational education, remedial education and GED preparation to meet the varied individual educational needs of the youth in programs.

2. The attainment of skills that can be applied directly to post-release employment would benefit many youth. Whatever

vocational training is offered will be based on a periodic and realistic re-assessment of the job market. DSCYF shall provide vocational assessment to youth with disabilities and shall develop such youths' individualized education plans based on the results of the vocational assessments. DSCYF shall offer pre-vocational or vocational education to youth with disabilities as provided by the youths' IEPs.

3. Upon admission to NCCDC or Ferris, DSCYF shall make good faith efforts to obtain each youth's prior school records within 15 days of admission or commitment.

4. DSCYF shall develop curriculum referenced educational assessments for all youth suspected of being disabled. Special education shall comply with federal law; special education services shall be designed to meet the diverse needs of youth identified as learning disabled, mentally retarded or seriously emotionally disturbed. Related services (e.g. speech therapy, occupational therapy, psychological counseling, etc.) shall be available to meet the special education needs of specific youth. All special education youth shall have individual educational plans ("IEPs") with assessments and goals reflected in the youth's overall service plan. DSCYF shall ensure that IEP meetings are held and that parents or guardians of youth are invited; that IEPs are tailored to individual needs of each student; and that IEPs are reviewed and revised as needed, at least annually. Special education students should be integrated into classes with other students.

5. DSCYF shall make a good faith effort to ensure that NCCDC and Ferris become fully accredited by Middle States Association of Colleges and Schools within 2 years of the Court's approval of the Settlement Agreement.

6. DSCYF shall perform the following additional tasks:

a. Provide on-going training to administrative and child care staff that is aimed at improved coordination and cooperation between educational services and the other components of the program.

b. Develop a system of monitoring the location of all students, especially those who are not attending school. Shall not exclude youth from school because of minor behavior problems as defined by the discipline policy.

c. Provide that all youth with disabilities excluded from school because of health or major behavioral problems receive ongoing and appropriate educational services.

d. Provide that the educational program is appropriately staffed. In the classroom, teacher's aides should provide instructional support, not clerical services. At Ferris and NCCDC, maintain one full-time school psychologist to provide counseling.

e. Provide youth with educational transition services to the extent required by federal law.

f. Provide youth who are unable to attend school during convalescence from illness or injury with homework or homebound instruction depending on the youth's medical condition.

LIFE SAFETY

YRS agrees to adhere to the following American Correctional Association standards for juvenile training schools (3rd Edition January 1991) with regard to Ferris and NCCDC.

1. Each facility shall have written policies, procedures and practices for fire prevention. These policies, procedures and practices shall conform to the State of Delaware Fire Prevention regulations and shall incorporate reasonable measures for the prevention and prompt control of fire. These written policies, procedures and practices shall be reviewed annually and updated as needed. They shall include but not be limited to the following:

a. a system of fire inspection and testing of equipment at least quarterly, or at intervals approved by the State Fire Marshal's Office, following the procedures stated for variances, exceptions or equivalencies

b. annual inspection by the State Fire Marshal's Office or other qualified person(s)

c. availability of fire protection equipment at appropriate locations throughout the facility (3-JTS-3B-01)

2. There shall be a comprehensive and thorough monthly inspection of each facility by a person who has completed a course of inspection approved by the State Fire Marshal. There shall be a weekly fire and safety inspection of the facility by a person who has been trained in methods of inspection and documentation by the State Fire Marshal. The monthly and weekly

inspections shall be in conformity with the written policies, procedures and practices for each facility. (3-JTS-3B-02).

3. YRS shall make a careful fire safety evaluation before purchasing any facility furnishings, such as draperies, curtains, furniture, mattresses and bedding, wastebaskets, decorations, cushions or other items of foamed plastics or rubber (such as polyurethane or polystyrene); and should purchase only furnishings whose specifications meet the standards in the Life Safety Code of the National Fire Protection Association as incorporated in the State of Delaware Fire Prevention Regulations. All polyurethane should be removed from living areas unless the State Fire Marshal's Office approves its use in writing. The State Fire Marshal's Office should consider the flammability and toxicity characteristics of the products being evaluated. (3-JTS-3B-03).

4. Each facility shall be equipped with noncombustible receptacles for combustible refuse, at accessible locations throughout the living quarters in the facility. Special receptacles shall be provided for flammable liquids and for rags used with flammable liquids. All receptacles and containers shall be emptied and cleaned daily. Tobacco smoking is prohibited within the facilities. (3-JTS-3B-04).

5. The control and use of all flammable, toxic and caustic materials shall be governed by written policy, procedure and practice. For purposes of this agreement, flammable material means liquids with a flash point below 100 degrees Fahrenheit;

toxic material means substances that can produce possible harm to the body by entering through the skin, digestive tract or respiratory tract (e.g., zinc, chromed paint, ammonia, anti-freeze, herbicides, pesticides); caustic material means substances that can destroy or eat away by chemical reaction, (e.g. lye, caustic soda, sulfuric acid). (3-JTS-3B-05).

6. Each facility shall have access to an alternate power source to maintain essential services in an emergency, and these alternative power sources shall be maintained in accordance with written policy, practices and procedure. (3-JTS-3B-06).

7. There shall be written policy, procedure and practice that provide for telephone and radio communications systems within the facility and between the facility and the Police and Fire Departments in the event of urgent, special or unusual incidents or emergency situations. (3-JTS-3B-07).

8. There shall be a written plan for preventive maintenance, i.e. regular inspection and repair, of the physical plant, which includes provisions for emergency repairs or replacement in life-threatening situations. (3-JTS-3B-08).

9. Power generators shall be tested at least every two weeks, and other emergency equipment and systems shall be tested at least quarterly for effectiveness, and shall be repaired or replaced if necessary. (3-JTS-3B-09).

10. Ventilation shall be available in the living units in the event of a power failure. (3-JTS-3B-10).

11. For each of the facilities, YRS shall have a written

evacuation plan prepared for the event of fire or major emergency that is certified by the State Fire Marshal's Office. The plan shall be reviewed annually, updated if necessary, and issued to the local fire jurisdiction. The plan shall include the following:

- a. floor plan for the building and rooms
- b. use of exit signs and directional arrows for traffic flow
- c. location of publicly posted plans
- d. monthly drills in all occupied areas of the facility, in which all juveniles are evacuated
- e. staff drills when evacuation of dangerous residents may not be included (3-JTS-3B-11)

12. All staff at both facilities shall be trained in the implementation of written emergency plans. A contingency plan for maintaining essential services during work stoppages, riot or other disturbances shall be communicated only to appropriate supervisory staff or other personnel directly involved in implementation of the plans. (3-JTS-3B-12).

13. YRS shall maintain for each facility written policy, procedure, and practice which specify the means for immediate release of juveniles from locked areas in case of emergency, and provide for a backup system. (3-JTS-3B-13).

14. The facilities shall have written plans that specify policies and procedures to be followed in situations that threaten facility security. These plans shall be available to

all applicable staff and shall be reviewed at least annually and updated as necessary. (3-JTS-3B-14).

15. Each facility shall have written policies and procedures regarding escapes, and these policies and procedures shall be reviewed at least annually and updated if necessary. (3-JTS-3B-15).

MEDICAL CARE

YRS agrees to the following:

1. Immediately upon the admission of each youth to Ferris or NCCDC, staff shall perform an initial medical and dental screening for health needs. YRS shall maintain written protocols and guidelines for intake staff to follow, train intake staff to perform screenings; and periodically review the quality and completeness of the screenings.

2. Upon the admission of each youth who has not been admitted within the previous 90 days, health staff shall perform an age-appropriate health appraisal and physical examination. The health appraisal and physical examination shall be guided by written protocols. For each youth who is readmitted within 90 days of such a health appraisal and physical examination, health staff will review his past medical records, take an interim medical history, and make a nursing evaluation regarding any new trauma, illnesses, or sexually transmitted diseases requiring care.

3. Medical charts shall include a medical care "flow sheet." Staff shall maintain a record of youth with chronic

illnesses, which shall be kept separate from the patient's chart, to help ensure that problems are not lost to follow-up.

Procedures shall be devised and followed for obtaining records of youth's past medical treatment. Specialty consultants shall provide written notes describing their evaluations and recommendations. A medical summary shall be prepared for a youth with chronic or ongoing problems when the youth is transferred or released. Such medical summary shall be made available to the facility to which the youth is transferred, or to the youth's parent/guardian/custodian upon his/her release, except as restricted by law.

4. A physician shall at regular intervals review the performance of nursing staff with regard to sick call, and evaluate nursing staff's screening of requests by youth for health services and physician consultations.

5. At Ferris, an infirmary area, separate and distinct from living quarters, shall be provided for close observation of ill or injured youth whose condition is not so serious as to require hospitalization. The infirmary area shall be available during school hours. During other times, and at NCCDC, written policy and procedure shall provide for medically indicated supervision outside of the infirmary.

6. Health care staff shall be trained for proper care of chronically ill youth.

7. Health needs shall be included in the individual youth service plans, where relevant.

8. No youth shall be denied access to routine health services because he/she has been locked down in disciplinary segregation. Health care staff shall not omit segregation areas from their regular medical rounds. Youth shall not be refused or denied appropriate medical treatment for injuries they have sustained in sports or fights. Youth shall not be denied access to daily sick call. The decision as to whether a youth will receive medical attention for an injury other than a minor injury shall be made by professional health staff, rather than youth rehabilitative staff. A means of transportation shall be at all times available to transport ill or injured youth to the doctor for medical treatment. Criminal charges contained in medical records shall not be disclosed outside of Ferris or NCCDC.

9. Health care staff shall be available on the premises or on call as needed to provide medically indicated nursing care 24 hours a day, 7 days a week. YRS shall have a written policy to provide for medically indicated nursing care at Ferris and NCCDC.

10. YRS shall maintain a quality assurance program. The program shall include regular review of the following areas:

- a. Assessment and follow-up of chronic illnesses.
- b. Utilization of consultant physicians and their reports, and timeliness of medical consultations.
- c. Evaluation of entrance procedures, including immunizations, Mantoux Intradermal P.P.D. skin tests, and laboratory tests.
- d. Follow-up emergency visits and hospitalizations at

other facilities.

e. Staff knowledge of, and adherence to, standing orders, policies and procedures.

11. YRS shall provide medically-indicated consultations on a timely basis.

12. Medical charts shall contain problem lists, a plan for each problem identified, records of immunizations, and consents for treatment as required by law. All health care professionals shall document their evaluations and recommendations for care.

13. An adolescent medicine physician shall be available by telephone 24 hours a day, 7 days a week, for medically necessary consultations.

14. Psychotropic medications shall not be used except in accordance with an appropriate diagnosis and with a comprehensive treatment plan, and only under monitoring by a physician. Psychotropic medications shall in no event be used without specific prior consent from the parent or guardian, or a court order.

15. YRS shall offer the Mantoux Intradermal P.P.D. skin tests at Ferris and NCCDC. If a youth refuses to submit to the test, health care staff shall attempt to educate the youth on the importance of the test. If the youth continues to refuse, YRS shall offer the Tine test. If a youth refuses the Tine test, YRS shall offer a chest x-ray.

16. YRS shall make a good faith effort to achieve certification or accreditation of its medical program by the American

Correctional Association.

DENTAL CARE

1. While a youth is in Ferris or NCCDC, YRS shall provide the youth with dental care under the direction and supervision of dentists licensed in the State. YRS shall retain dental professionals for a sufficient number of hours per week to make available the following dental services:

a. Full dental examination by a licensed dentist within 14 days of admission, with the results of the examination recorded in a uniform dental record system, with a written treatment plan. YRS will promulgate appropriate guidelines for the treatment of identified dental problems.

b. Preventive dental care on a regular basis, including cleaning, scaling, polishing, fluoride treatment, and instructions to the patients on oral hygiene, by a dentist or a dental assistant trained and supervised by a dentist.

c. Dental treatment as needed by a licensed dentist, including the full range of restorative procedures and endodontic care to restore salvageable teeth rather than extract them in accordance with reasonable dental practice and subject to the youth's term of confinement at Ferris or NCCDC. If YRS' on-site dentist determines that dental treatment is presently necessary, the health of the youth would otherwise be adversely affected, and the treatment cannot be performed at the facility, YRS shall promptly provide for treatment of the youth by appropriate specialists in the community.

2. The YRS dentist shall determine necessary dental treatment at or about the time of a youth's release. Notation of such treatment shall be entered into the youth's medical record and made available in accordance with paragraph 3 MEDICAL CARE.

3. Youth have the right to refuse dental services. At the time of the youth's refusal, the dentist or dental staff shall explain to the youth the possible dental health consequences of his/her decision not to receive the needed dental treatment. The youth's refusal to receive dental treatment shall be documented and forwarded to the youth's case manager for counseling and for contacting the youth's parents/guardian to request their assistance in counseling the youth to receive dental care.

4. Nothing in this agreement shall be construed to require that the Department of Services for Children, Youth and Their Families or YRS provide medical or dental services to any youth not at Ferris or NCCDC.

SANITATION AND HYGIENE

1. YRS shall comply with the State of Delaware Regulations Governing Public Eating Places, Delaware Regulations Governing Drinking Water Standards, and the Delaware Plumbing Code. (3-JTS-4B-02): This provision of the agreement is limited by the parties' understanding that the defendants have plans to substantially complete a major renovation or complete reconstruction of Ferris within the next three years. While the parties agree that YRS will carry out basic maintenance at the old Ferris facility so long as it is occupied by youth, it is understood

that defendants will not be making major capital improvements to the old Ferris facility. However, if it should at any time appear that the defendants will be unable to substantially complete the new Ferris construction project within three years, or that they will still be sleeping youth in the old Ferris structure, excluding Mowlds cottage, then plaintiffs will be free to file or re-file claims regarding environmental issues at Ferris, notwithstanding this agreement.

2. YRS shall maintain and implement a written housekeeping plan for Ferris and NCCDC, and in areas where youth are responsible for housekeeping shall supply appropriate cleaning supplies and equipment. (3-JTS-4B-06).

3. YRS shall provide the opportunity to have three sets of clean clothing per week, to include underwear, shirts, socks, and pants. YRS shall also provide appropriate outdoor clothing for outdoor recreation. YRS may provide this clean clothing in several ways, including access to self-serve washer facilities, central clothing, or a combination of the two. (3-JTS-4B-10).

4. YRS shall issue suitable, clean bedding and linen, including two sheets, one pillow and pillow case, one mattress, and sufficient blankets to provide comfort under existing temperature conditions. YRS shall provide for linen exchange at least weekly. (3-JTS-4B-12).

MONITORING

1. Within 60 days of the approval of this agreement by the Court. YRS shall develop an action plan detailing steps that

need to be taken to achieve substantial compliance with the agreement by the end of this agreement. The action plan shall include tasks to be accomplished, persons responsible, and timeliness for completion of the tasks. A copy of the plan will be furnished to counsel for the parties.

2. The parties have agreed to the appointment of Ned Loughran as Monitor to oversee the implementation of this agreement.

3. The Monitor shall have authority to retain consultants to evaluate the technical areas of medical, dental and psychiatric care and fire and life safety when he reasonably believes such assistance necessary to assess compliance under the terms of this agreement.

4. YRS shall bear the cost of the Monitor's expenses and fees for the monitoring contemplated herein, but only up to a total amount of \$15,000 over the term of this agreement, and a total \$9,000 over the term of this agreement for reasonable expenses including the fees and expenses of any consultants the Monitor may retain.

5. The Monitor may make a visit every nine months to Ferris and NCCDC to review implementation of this agreement. However, it is understood that defendants will accommodate the fourth monitoring visit at least six weeks prior to the third year anniversary of this agreement, at plaintiffs' option. Following each visit, the Monitor shall jointly debrief counsel for the parties.

6. Upon request by the Monitor, YRS shall grant access to any documents not deemed confidential under federal or state law or not otherwise privileged by the Federal Rules of Evidence that may demonstrate substantial compliance or lack of substantial compliance with the terms of this agreement.

7. During each monitoring visit, YRS shall make available records and reports on the matters described in subparagraphs A through E below to the Monitor. These records shall also be available for review by a Representative of the Delaware Council on Crime and Justice.

a. A report on the number of youth held in NCCDC and Ferris. The number of youth on each unit should be provided.

b. An incident report for each occasion when mechanical restraints are used on a youth, other than in transporting the youth to or from the facility.

c. A log reflecting each occasion when a youth is locked in his/her room or a special room for control purposes.

d. An incident report for each occasion when a youth is locked in his/her room or special room, in excess of two hours, for disciplinary purposes.

e. An incident report whenever any of the following incidents occurs:

1. A youth is charged with an offense that is alleged to have occurred while the youth is in custody;

2. A youth or staff needs medical assistance as a result of an altercation with staff;

3. A youth is moved to a mental health center or hospital because of a suicide attempt or other psychiatric crisis;

4. A youth is on a suicide watch for more than eight hours;

5. An outside agency (e.g., state or local police, Department of Corrections) is called in to control youth at NCCDC or Ferris.


8. The agreement shall be in effect and monitoring shall continue for a period of three years from the date of the approval of this agreement by the Court. At the end of three years, the Monitor shall prepare a report reviewing YRS' substantial compliance with the terms of this agreement. The Monitor's report may express its view whether YRS has achieved substantial compliance with the terms of this agreement.

9. Counsel for plaintiffs shall have access at reasonable times to members of the plaintiff class. Upon reasonable notice to defendants' counsel, plaintiffs' counsel and any expert at ACLU's expense shall have access to Ferris and NCCDC for the purpose of making observations concerning compliance and reviewing records.

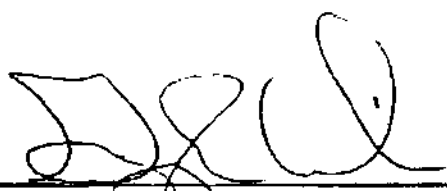
10. At such time as Ferris or NCCDC achieves accreditation or certification by Middle States Association of Colleges and Schools or the American Correctional Association in any area addressed by this agreement, monitoring of such area shall cease.

11. This agreement shall remain in effect for three years. If during that period, plaintiffs contend that YRS is violating terms of this agreement, plaintiffs may file, during that period, for judicial enforcement of the provisions of this agreement relating to the areas of claimed violation. In the event that plaintiffs so file, the provisions of this agreement relating to the area of claimed violation shall remain in effect if directed by the Court for good cause shown. Nothing in the foregoing shall automatically extend the monitoring provisions of this agreement beyond the three year period.

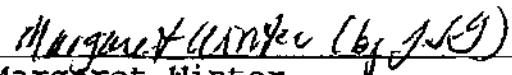
12. The plaintiffs shall be entitled to attorneys fees to the same extent, and only to the same extent, as they would have been had this agreement been entered as an order of the Court.



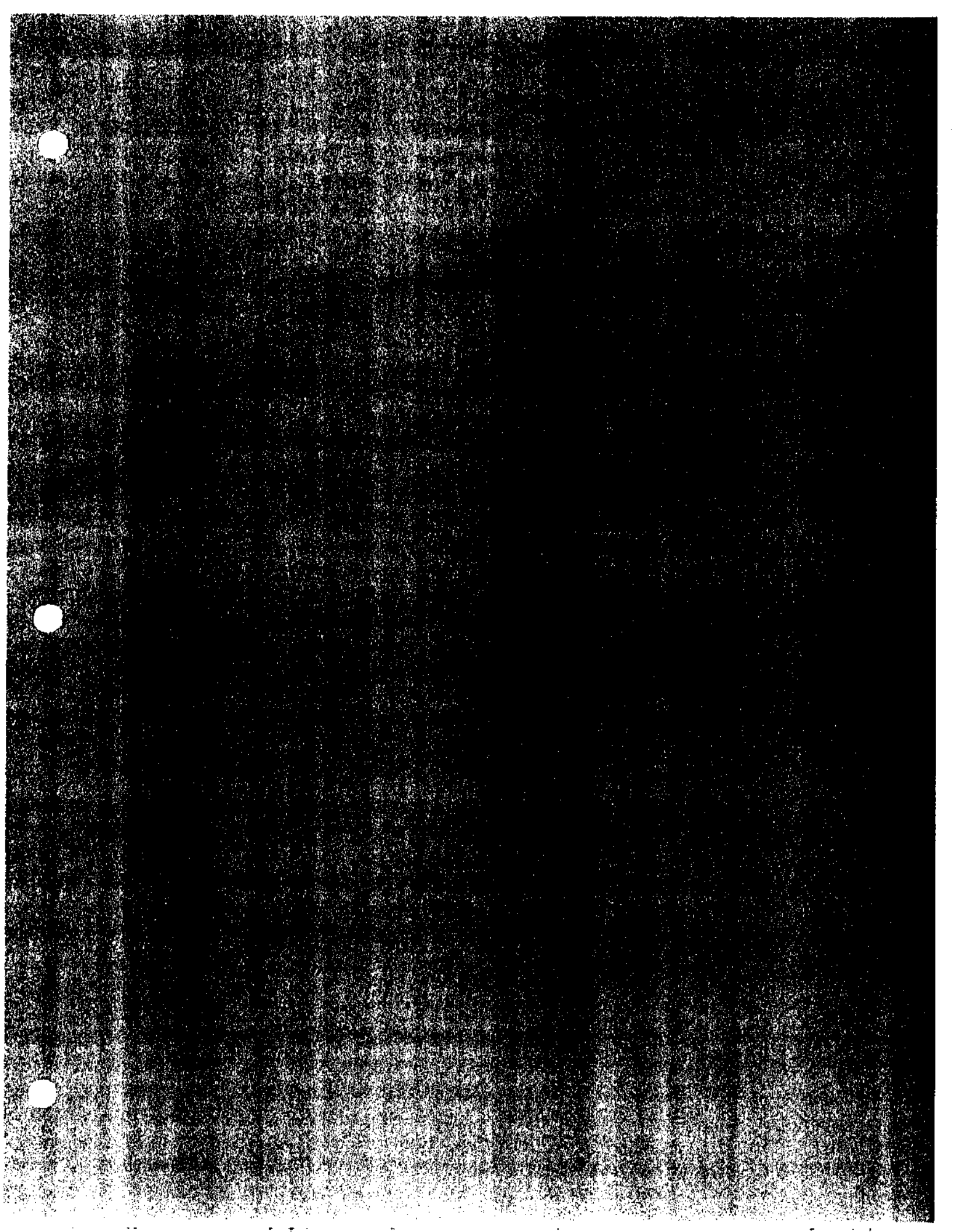
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ORDER FROM VIN J. MAURER, CT. REPORTER
(302) 573-6988 -

MAY 11 1994

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

JOHN A. and MARY B., et al.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. 90-200-RRM
)	
MICHAEL N. CASTLE, et al.,)	
)	
Defendants.)	

FINAL JUDGMENT AND ORDER OF DISMISSAL

This matter being a class action filed on behalf of all youth presently or in the future confined at Ferris School or at the New Castle County Detention Center, as the "Class" was certified by Order of the Court on May 19, 1993 (D.I. 25), and

This matter now having come before the Court on motion of the parties for approval of a negotiated settlement of the action, under terms set forth in a Settlement Agreement filed on March 25, 1994 (D.I. 51), and

The parties having subsequently negotiated a settlement of the claims under 42 U.S.C. §1988 for plaintiffs' attorneys' fees through May 6, 1994, as embodied in two supplemental Agreements of Settlement filed on May 6, 1994 (D.I.'s 53 and 54), and

The Court, having considered all papers filed in connection with the settlement and, following approved notice to the Class, having held a Rule 23(e) fairness hearing on May 6, 1994,

IT IS HEREBY ADJUDGED AND ORDERED this 6th day of May, 1994, as follows:

1. The negotiated settlement pursuant to the Settlement Agreement is fair, reasonable and adequate as a basis for compromising the claims of the plaintiff Class, and it is hereby approved. The terms of the negotiated settlement appear to give appropriate regard to, inter alia, the complexity, expense and duration of the litigation; the risks, expense and possible range of results of pursuing the matter through trial; as well as the reaction of the Class to the settlement.

2. The attorneys' fees and costs set forth in the Supplemental Agreements of Settlement are reasonable and consistent with the negotiated settlement.

3. This action is dismissed, without prejudice.

4. Plaintiffs may move to reopen this case or to request that the Court order the performance of the negotiated settlement agreement. The defendants will not contest the Court's jurisdiction to order the performance of the negotiated Settlement Agreement if and as application may be made to the Court within the next three years in accordance with the procedures set forth in the Settlement Agreement.


United States District Judge