EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

1. INTRODUCTION

1.1. This Settlement Agreement ("Agreement") is entered into by Plaintiffs T.G. and P.P., by and through his guardian, Rebecca P., individually and on behalf of themselves (collectively, "Plaintiffs") and a class of persons similarly situated as well as between The County of Kern, Kern County Probation Department ("Probation"), and Probation Chief TR Merickel (collectively "Probation Defendants").

1.2. Probation Defendants and Plaintiffs shall be referred to individually as a "Party" and jointly as the "Settling Parties."

1.3. This Agreement operates in conjunction with the related Kern Probation Action Plan ("Action Plan"), attached hereto as **Exhibit A**, that is hereby fully incorporated into this Agreement by reference herein.

2. DEFINITIONS

2.1. The following definitions will apply to the terms of this Agreement and any Exhibit incorporated by reference herein, including the Kern Probation Action Plan. The following definitions are intended to be interpreted consistent with state and federal disability laws. Unless explicitly stated to the contrary, any term not expressly defined in this Section or elsewhere in this Settlement Agreement or the Action Plan that has an expressly defined meaning under state and federal disability laws shall have the meaning ascribed to it by current statute.

2.2. "Facilities" means all Kern County Juvenile Facilities operated by the Kern County Probation Department and shall include the James G. Bowles Juvenile Hall (including Pathways Academy and Furlough Treatment and Rehabilitation Services), the Larry J. Rhoades Crossroads Facility, and Camp Erwin Owen.

2.3. "Facility Schools" means all schools operated at the Facilities.

2.4. "Days" refers to calendar days unless otherwise specified.

2.5. "Plaintiff Class" means all youth with mental health, behavioral, learning, intellectual and/or developmental disabilities as defined by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and/or Individuals with Disabilities Education Act who are currently detained, or who will be detained during the Monitoring Term (defined in Section 6.1.1, below), at the Kern County Juvenile Facilities (Juvenile Hall, Crossroads, and Camp Erwin Owen).

2.6. "Probation Defendants" means The County of Kern, Kern County Probation Department, and Probation Chief TR Merickel, in his official capacity.

2.7. "Schools Defendants" means the Kern County Superintendent of Schools and Superintendent Mary C. Barlow, in her official capacity.

2.8. "Settling Parties" means Plaintiffs, Plaintiff Class, and Probation Defendants.

2.9. "All Parties" means the Settling Parties and the Schools Defendants.

2.10. "Effective Date" means the date the Court grants approval of this Agreement.

2.11. "Execution Date" means the date the Settling Parties execute this Agreement.

2.12. "Plaintiffs' Counsel" means Disability Rights California ("DRC") and Disability Rights Advocates ("DRA").

2.13. "Agreement" or "This Agreement" shall refer to this agreement and any and all exhibits or attachments to this agreement.

3. PROCEDURAL HISTORY

3.1. Beginning in early 2017 and extending through February of 2018, Disability Rights California and Disability Rights Advocates investigated the conditions of confinement and education practices affecting youth with disabilities in the Facilities.

3.2. On February 21, 2018, Plaintiffs' Counsel released a public report (the "Report") concerning the conditions of confinement and education practices in the Facilities.

3.3. Also on February 21, 2018, Plaintiffs filed an action in the United States District Court for the Eastern District of California against Probation Defendants and Schools Defendants (*T.G. et al. v. Kern County et al.*, Case No. 18-CV-00257-DAD-JLT (the "Lawsuit")), alleging violations of the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq*. ("ADA"), Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 *et seq.* ("Rehabilitation Act"), the Individuals with Disabilities Education Improvement Act of 2004, 20 U.S.C. § 1400 *et. seq*. ("IDEA"), California Government Code Section 11135 and the California Education Code. Schools Defendants are not a party to this Agreement.

3.4. On March 8, 2018, All Parties stipulated to request that the Court stay the Lawsuit while All Parties engaged structured negotiations. The Court granted this stay.

3.5. Pursuant to the structured negotiations agreement signed by All Parties, Probation Defendants agreed to retain experts in: (a) the IDEA, the ADA and the Rehabilitation Act; (b) California state law requirements pertaining to persons with disabilities; and (c) the operation of juvenile halls. These experts were hired to evaluate the claims in Plaintiffs' Lawsuit and Report. After arms-length negotiations, Plaintiffs and Probation Defendants selected the Council of Juvenile Correctional Administrators, Inc. ("CJCA") as the evaluating experts.

3.6. From May 21 through 25, 2018, a team of four experts from CJCA conducted on-site inspections at the Facilities. Among other things, the experts met with administrators, staff, and youth at the facilities, and requested and reviewed documents and information pertaining to youth detained in the Facilities.

3.7. CJCA provided a written report and recommendations (including a November 14, 2018 addendum) to the Settling Parties containing its findings and evaluation of the issues at Kern County juvenile facilities as they relate to the above-captioned matter, along with recommended changes to policies, practices, and procedures at those facilities.

3.8. Per the conditions imposed by the Court for the stay of litigation to remain in effect, All Parties submitted joint status reports every 120 days between February 2018 and the present. These joint status reports were filed on July 10 and November 7, 2018, and March 8 and July 3, 2019. The Court lifted the stay of litigation on August 1, 2019. This Agreement and a corresponding agreement with the Schools Defendants will be presented to the Court on or before August 30, 2019, by way of a stipulated or joint Motion for Preliminary Approval of the Settlement Agreement.

4. NATURE AND EFFECT OF SETTLEMENT

4.1. Settlement Purpose and Scope.

4.1.1. The Settling Parties have the mutual goal of settling this action to avoid additional protracted and expensive litigation.

4.1.2. The Settling Parties now wish to effectuate a complete resolution and settlement of all claims, disputes, and controversies relating to Plaintiffs' allegations, and to resolve their differences and disputes by settling the Lawsuit.

4.1.3. Plaintiffs believe that a resolution of their claims, as set forth in this Agreement, accomplishes the goals reasonably achievable through litigation of their claims.

4.1.4. The Settling Parties stipulate that this Agreement complies in all respects with the provisions of 18 U.S.C. § 3626(a). The Settling Parties further stipulate and agree that the prospective relief in this Agreement is narrowly drawn, extends no further than necessary to correct the alleged violations of federal rights agreed to by the parties, is the least intrusive means necessary to correct those alleged violations, and will not have an adverse impact on public safety or the operation of a criminal justice system.

4.1.5. To that end, upon final approval by the District Court of this Agreement ("Effective Date"), the Settling Parties will jointly request dismissal of Kern County, Kern County Probation Department ("Probation"), and TR Merickel from the Lawsuit. The Court will retain jurisdiction over the litigation only as set forth in **Section 10** of this Agreement to enforce this Agreement and resolve any disputes arising under the Agreement. Any motions filed as to the Schools Defendants are not covered or affected by this Agreement.

4.2. Settlement on a Class Basis

4.2.1. The Settling Parties hereby stipulate to certification of a "Settlement Class" as follows: all youth with mental health, behavioral, learning, intellectual and/or

developmental disabilities as defined by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and/or Individuals with Disabilities Education Act who are currently detained, or who will be detained during the Monitoring Term (defined in Section 6.1.1, below), at the Kern County Juvenile Facilities (Juvenile Hall, Crossroads, and Camp Erwin Owen). The Settling Parties will jointly move for the certification of the Settlement Class as part of the Parties' Motion for Preliminary Approval of the Settlement Agreement.

4.3. **Exhibits**

4.3.1. The terms of all Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. To the extent that there are any conflicts or inconsistencies between the terms of this Agreement and any of the Exhibits, the terms of this Agreement shall control.

4.4. **No Admission of Liability**

4.4.1. Probation Defendants deny any liability to Plaintiffs and the Plaintiff Class. By agreeing to and voluntarily entering into this Agreement, there is no admission or concession by Probation that they have violated any State or federal disability laws. Notwithstanding any other provisions in this Section, Probation agrees that Plaintiffs are the prevailing parties for purposes of reasonable attorneys' fees and costs.

5. **SETTLEMENT RELIEF**

5.1. **Implementation of CJCA's Recommendations**

5.1.1. Probation Defendants have agreed to make most of the changes recommended by CJCA in their report. Probation Defendants will implement CJCA's recommended reforms and changes according to the Probation Action Plan ("Action Plan") appended as **Exhibit A** in the manner described therein.

5.2. **Coordination and Cooperation with Other Authorities**

5.2.1. Probation Defendants shall use best efforts when implementing the Action Plan and engaging in subsequent monitoring to coordinate and cooperate with other authorities operating in and providing services at the Facilities and Facilities' Schools, including but not limited to Schools Defendants, Kern Behavioral Health and Recovery Services, including Juvenile Probation Psychiatric Services ("JPPS"), and all contracted mental health services providers.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

6. MONITORING

6.1. Retention of a Monitoring Expert

6.1.1. Probation Defendants shall retain and fund a Monitoring Expert to monitor their compliance with **Section 5** above for a period of three (3) years from the Execution Date ("Monitoring Term").

6.1.2. In order to serve as the Monitoring Expert, the person(s) or entity selected to fill the role must enter into an agreement with Probation Defendants that allows the Monitoring Expert to have complete access to staff and youth records and requires the Monitoring Expert to maintain the confidentiality of those records as required by the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, the California Peace Officers Bill of Rights ("POBOR"), the Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). If the chosen Monitoring Expert refuses to sign such an agreement, the Settling Parties will utilize the process outlined in **Section 6.1.4** to select a new Monitoring Expert.

6.1.3. The Settling Parties have mutually agreed upon CJCA as the Monitoring Expert.

6.1.4. Should CJCA become incapacitated or unable to fulfill their duty to continue to monitor compliance with the terms of relief outlined in **Exhibit A**, the Settling Parties shall jointly select a substitute Monitoring Expert as follows:

6.1.4.1. The Settling Parties will meet and confer for a period not to exceed two calendar weeks from the date they have been notified of the Monitoring Expert's incapacity to determine whether the Settling Parties can reach agreement on a mutually acceptable substitute Monitoring Expert.

6.1.4.2. In the event the Settling Parties cannot agree on a mutually acceptable substitute Monitoring Expert, each Party will select one expert and those experts (the "Selection Experts") will meet to select a third expert. This third expert shall be the substitute Monitoring Expert, who will then serve as the new Monitoring Expert for remainder of the monitoring period of this Agreement. The Settling Parties shall pick Selection Experts within two weeks of the end of the time period provided for in **Section 6.1.4.1.** above, and the Selection Experts shall have 30 days from the date of their selection to appoint the substitute Monitoring Expert.

6.1.4.3. In the event that a substitute Monitoring Expert becomes incapacitated or unable to fulfill his/her duties, the Settling Parties shall use this **Section 6.1.4** to choose another substitute Monitoring Expert.

6.2. Duties of Monitoring Expert

6.2.1. The Monitoring Expert shall be given full and reasonable access throughout the Term of the Agreement (see **Section 8**, below) to any and all information he/she

deems necessary to assist in conducting the review of the Action Plan and monitoring Probation Defendants' progress in implementing that Action Plan. The Monitoring Expert shall have access to Probation Defendants' personnel and documents, including at least all of the following:

6.2.1.1. The Monitoring Expert shall have full access to the Facilities and the areas in which Probation operates, including, but not limited to the ability to observe recreational time, down time, meal time, activity time, classroom time, movement to and from classes, and all other activities conducted by Probation staff. Subject to any necessary safety and security conditions, and subject to state or federal law, the Monitoring Expert shall be able to observe and move about the Facilities unaccompanied by Probation Defendants' staff at the Monitoring Expert's discretion.

6.2.1.2. The Monitoring Expert shall have the ability to talk with, consult with, and interview Probation staff and providers at the Facilities, including, but not limited to education, medical, mental health, and line staff. Probation Defendants shall ensure that any contracts, agreements, or MOUs with independent contractors provides for this access by the Monitoring Expert if and as necessary to facilitate this provision.

6.2.1.3. The Monitoring Expert shall have the ability to observe youth in and across all settings, except during youth's individual counseling services.

6.2.1.4. The Monitoring Expert shall have access to all Probation records including, but not limited to room check logs, room confinement sheets, Individualized Safety and Security Program (ISSP) and pre-ISSP forms, intake packets, unit rules, programming daily schedules, ADA manuals, program rules, critical incidents tally sheets, live camera feeds, case management systems, intake logs, pepper spray logs, disciplinary reports, creation and implementation of behavior management plans, and any grievances or other complaints received by Probation regarding the subject matter of this Agreement, and any other records the Monitoring Expert deems necessary to measure progress and/or determine compliance with the Action Plan.

6.2.1.5. The Monitoring Expert shall be allowed to conduct written surveys of youth detained in the Juvenile Hall, Crossroads, or Camp Erwin Owen and to speak with small groups of students as needed. Youth shall be permitted to provide feedback and information to the Monitoring Expert and the Monitoring Expert shall not be precluded from having informal conversations with youth during visits to the Facilities which naturally arise as a result of incidental contact.

6.2.1.6. The Monitoring Expert shall be given access to any other information including but not limited to documents and persons that he/she deems necessary to ascertain progress on and compliance with the Action Plan.

6.2.1.7. The Monitoring Expert will prepare periodic reports that will evaluate the extent to which Probation Defendants have successfully implemented substantive provisions of the Action Plan and any plans to effectuate its terms, and recommend specific actions the Monitoring Expert believes Probation Defendants must make to achieve compliance with the Action Plan.

6.2.1.8. The Monitoring Expert will provide a copy of each monitoring report, along with a summary listing of any and all materials relied upon by the Monitoring Expert in drafting such a report with any confidential information which would reveal the identity of a minor redacted, to the Settling Parties.

6.2.1.9. The Settling Parties will have twenty-one (21) days to make written comments or objections to the Monitoring Expert report. The Monitoring Expert shall have twenty-one (21) days to respond to the Parties' comments or objections by issuing a final report.

6.2.1.10. The monitoring reports will be provided throughout the Monitoring Term on a quarterly basis for the first year of the Monitoring Term and on a semi-annual basis thereafter. At the conclusion of the Monitoring Term, the Monitoring Expert shall issue a final report regarding Probation Defendants' compliance with and completion of the terms of the Action Plan.

6.3. **Duties of Plaintiffs' Counsel During Monitoring Period**

6.3.1. Plaintiffs' Counsel shall review each monitoring report that is issued, and provide feedback, if any, in writing to the monitoring expert and copy Probation Defendants' counsel on that feedback. Plaintiffs' Counsel shall also perform at least one monitoring visit during the term of the Agreement (see **Section 8**, below) at a time mutually agreed to by the Parties.

6.4. **Attorney's Fees and Costs for Monitoring Period**

6.4.1. Probation Defendants will pay Plaintiffs' Counsel reasonable fees and costs for work performed in conjunction with monitoring of this Agreement in accordance with **Section 12**, below.

7. **DISPUTE RESOLUTION**

7.1. Disability Rights Advocates and Disability Rights California, as counsel for the Plaintiffs and the Plaintiff Class, shall have standing to enforce the terms of this Agreement during the Term of the Agreement.

7.2. All disputes concerning the interpretation, implementation, modification pursuant to **Section 13.2**, monitoring, and compliance with this Agreement, shall be resolved as follows:

7.2.1. Notification in Writing: Any Settling Party's dispute concerning the interpretation, implementation, monitoring, modification pursuant to **Section 13.2**,

and compliance with this Agreement shall be brought in writing to the attention of the other Settling Parties.

7.2.2. Meet and Confer: Unless otherwise agreed to by the Settling Parties, with respect to any particular dispute concerning the interpretation, implementation, modification pursuant to **Section 13.2**, monitoring, and compliance with this Agreement, the Settling Parties agree to meet and confer in good faith, within ten (10) business days after a dispute is raised in writing by one of the Settling Parties to discuss and try to resolve such dispute.

7.2.3. Submission to Magistrate for Mediation: Failing a resolution by the Settling Parties or upon a failure to timely meet and confer, any Settling Party may agree to submit the dispute to the assigned Magistrate Judge for mediation. The Settling Parties may submit the dispute to the assigned Magistrate Judge within thirty (30) days of meeting and conferring, who shall have the authority to assist the Settling Parties in resolving the dispute but who shall not have the authority to direct any Settling Party to take or refrain from taking any action or to render decisions. The mediation shall be held and completed within forty-five (45) calendar days of submission unless the assigned Judge's calendar will not allow for such scheduling. In such an instance, the mediation shall be scheduled as soon as practicable.

7.2.4. Submission to Court: Failing resolution of a dispute with the mediator, any Settling Party may, within thirty (30) days of the unsuccessful mediation, submit the issue to the District Court for decision. Any court order issuing as a result of such a submission may be subject to appeal in accordance with applicable law.

7.3. Fees and costs incurred in the resolution of any disputes according to **Sections 7.2.3** or **7.2.4** will be awarded in accordance with the standards set forth in *Christiansburg Garment Co.* v. *EEOC*, 434 U.S. 412 (1978).

8. TERM OF AGREEMENT

8.1. This Agreement shall remain in effect from the Execution Date until the completion of the Monitoring Term and issuance of the final monitoring report ("Term of the Agreement").

9. PROCEDURE FOR CLASS SETTLEMENT

9.1. District Court Approval.

9.1.1. This Agreement shall be subject to District Court approval. However, nothing in this Agreement shall be deemed to authorize the District Court to change or vary any of its terms.

9.2. **Preliminary Approval by the District Court of the Settlement Agreement.**

9.2.1. Counsel for the Settling Parties agree that they will take all reasonable steps to ensure that this Agreement is approved by the District Court and becomes effective. Specifically, by August 30, 2019, the Settling Parties shall (1) jointly file the Agreement, including the attached Exhibits, with the Court, (2) jointly move for Preliminary Approval of this Agreement and Certification of a Settlement Class in the District Court, and (3) request entry by the Court on the earliest date acceptable to the Court of the Proposed Order Granting Motion for Preliminary Approval of Class Settlement; Certifying Settlement Class; Directing Issuance of Settlement Notice; and Scheduling of Hearing on Final Approval.

9.3. **Class Action Fairness Act ("CAFA").**

9.3.1. Within ten (10) days of the date that this Agreement is filed in the District Court for Preliminary Approval, Probation Defendants will provide the Notice of this Settlement Agreement as required by the CAFA (28 U.S.C. § 1715(b)) to the U.S. Attorney General, the California Attorney General's Office, and/or any other necessary parties.

9.4. **Notice to Plaintiff Settlement Class Members.**

9.4.1. All Parties shall jointly request that the Court approve a Notice of Proposed Settlement of Class Action Lawsuit ("Notice") with the Motion for Preliminary Approval. To facilitate the ease of public access to information regarding the full resolution of the above-referenced litigation and unless ordered otherwise by the Court, this Notice shall address both this Agreement and the corresponding agreement between Plaintiffs and the Schools Defendants.

9.4.1.1. The Notice shall include: (1) A brief statement of the claims released by the Class; (2) the date of the hearing on the Final Approval of the Agreement with a clear statement that the date may change without further notice to the class; (3) the deadline for submitting objections to the Agreement; (4) contact information for class counsel to answer questions, including whom to contact for questions in languages other than English; (5) the address for class counsel website with links to relevant documents in the case; (6) instructions on how to access the case docket via PACER or in person at the court's locations; and (7) how and where any objections should be submitted. It shall be drafted to be readable at a ninth-grade reading level. Following the Court's approval of the Notice, Plaintiffs will translate the approved Notice into Spanish and provide both copies to the Schools Defendants and Probation Defendants for publication pursuant to their respective agreements. The Notice shall be published as stated herein in both English and Spanish, which are the predominant languages within the County of Kern.

9.4.1.2. Within 30 days after Preliminary Approval, Probation Defendants shall coordinate with Schools Defendants to distribute a copy of the Notice to all

youth currently at the Juvenile Hall, Crossroads, or Camp Erwin Owen, and mail a copy to those youths' respective parents and/or guardians of record, if such youth is under the age of 18, and to the conservator of any conserved youth over the age of 18. If Probation or the State is the guardian of record, a copy of the Notice shall also be mailed to the applicable youth's juvenile counsel of record. The outside front of the envelope or mailing surface shall clearly be printed with the phrase "IMPORTANT SETTLEMENT DOCUMENTS ENCLOSED" in both English and Spanish. The Notice shall be mailed in a stand-alone mailing via First Class U.S. Mail. Probation Defendants and Schools Defendants may utilize the services of a third-party vendor who specializes in the service of class action notices to accomplish this mailing.

9.4.1.3. Plaintiffs' Counsel and Probation Defendants shall each post on the front page of their respective websites a copy of the Notice of Proposed Settlement of Class Action Lawsuit in both English and Spanish and the proposed Agreement until the deadline for submitting objections has passed. Following final approval, Plaintiffs' Counsel and Probation Defendants shall each post a copy of the final Agreement on their respective websites until the end of the Monitoring Term. Following final approval and until the end of the Monitoring Term, Probation Defendants shall also include a brief statement in the intake packets provided to newly detained youth and their guardians, as applicable, regarding the settlement, ongoing monitoring, and how to obtain more information if desired (e.g., by visiting the website).

9.4.1.4. Probation Defendants shall also post the Notice in the visitor areas, entrance lobby of Juvenile Hall, Crossroads, and Camp Erwin Owen, as well as in a prominent place on each active housing unit within the Facilities. Probation Defendants shall coordinate with the Schools Defendants to ensure the Notice is also posted in each classroom at each of the Facility Schools. Probation Defendants and Schools Defendants shall also mail the Notice to the Kern County Juvenile Court Judges, the Kern County Public Defender's Office, the Kern County Behavioral Health and Recovery Services, the Kern County Indigent Criminal Defense Panel, the Kern County Department of Human Services - Child Welfare Division, and the Kern County District Attorney's Office. The posted Notices shall remain in place until the deadline for submitting objections has passed.

9.4.1.5. Nothing in this Agreement shall bar any Party from further distribution of the Notice at their own expense.

9.4.1.6. Probation Defendants and Schools Defendants shall bear equally all costs for publication of the Notice in a manner agreed upon herein and in the corresponding agreement between Plaintiffs and the Schools Defendants and/or ordered by the District Court.

9.4.1.7. At least fourteen (14) days before the Fairness Hearing described below, both counsel for Probation Defendants and Plaintiffs' Counsel will provide a declaration to the District Court attesting that the Notice was disseminated in a manner consistent with the Agreement.

9.5. **Fairness/Final Approval Hearing.**

9.5.1. The Settling Parties shall jointly request that the District Court schedule and conduct a Fairness Hearing to address the fairness of this Agreement settling Plaintiffs' and Plaintiff Class claims against Probation Defendants and to decide whether there shall be Final Approval of the settlement embodied in this Agreement. At the Fairness Hearing, the Settling Parties shall jointly move for and recommend certification of the Class and Final Approval of this Agreement. The Fairness Hearing shall take place at a date allowing for such period of Notice to the Class as the District Court may direct, and in accordance with 28 U.S.C. § 1715.

9.6. **Dismissal of the Lawsuit.**

9.6.1. Upon Final Approval of the Settlement Agreement, the District Court shall dismiss the Lawsuit with prejudice subject to the Court retaining jurisdiction as detailed in **Section 10** of this Agreement.

10. RETENTION OF DISTRICT COURT JURISDICTION

10.1. The District Court shall retain jurisdiction over this matter for enforcement and dispute resolution, including enforcement of any award of attorneys' fees and costs, and challenges to any monitoring report or any other disputes between the Settling Parties pursuant to **Section 7** of this Agreement.

11. RELEASE OF CLAIMS FOR INJUNCTIVE RELIEF

11.1. Subject to the District Court's retention of jurisdiction, Plaintiffs and the Plaintiff Class, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, do fully and finally release, acquit, and discharge Probation Defendants from the Released Injunctive Claims as defined below.

11.2. The "Released Injunctive Claims" are any and all claims, rights, demands, charges, complaints, actions, suits, and causes of action, for injunctive or declaratory relief, that have been brought in the Lawsuit under the ADA, Rehabilitation Act, IDEA, and/or state laws arising from February 21, 2016, through the Term of the Agreement brought against Probation Defendants. The Released Injunctive Claims do not include any claims for compensatory education or individual due process claims arising under the IDEA or Section 504, any claims for reasonable accommodations related to physical access, communication access, and/or accommodations otherwise relating to hearing, vision and/or mobility disabilities arising under the ADA or Section 504, or any monetary claims that may exist under any relevant laws. Released Injunctive Claims do

not include any claim to enforce the terms of this Agreement. Released Injunctive Claims do not include claims against Schools Defendants.

11.3. Plaintiffs and the Plaintiff Class, and each of them, represent and warrant that they have not assigned, sold, conveyed or otherwise transferred any of their rights, titles or interests in any of the Released Injunctive Claims.

12. ATTORNEYS' FEES AND COSTS

12.1. Plaintiffs and Plaintiffs' Counsel, including the firms of Disability Rights Advocates and Disability Rights California, maintain a claim for attorneys' fees or costs in connection with the Lawsuit which the Settling Parties have negotiated for purposes of settlement.

With respect to attorneys' fees and costs that Plaintiffs incurred from the inception of this matter to Final Approval and Monitoring (excluding those fees and costs arising as a result of resolving any disputes pursuant to **Sections 7.2.3, 7.2.4, and 7.3** above), and the payment thereof by the Probation Defendants, the Parties agree to the following as a complete resolution of the issue:

12.1.1. **Plaintiffs Are Prevailing Parties.** Probation Defendants agree that, conditioned upon the District Court granting Final Approval of this Settlement Agreement and issuing a Judgment in accordance with **Section 9.6** that becomes Final, Plaintiffs are prevailing parties for purposes of awarding reasonable attorneys' fees, expenses, and costs.

12.1.2. No later than sixty (60) days after the final approval of class settlement, Probation Defendants shall pay Plaintiffs' attorneys' fees and costs in the amount of Nine Hundred Thousand Dollars ($900,000.00) as full and final settlement of all attorneys' fees and costs related to this action, subject to final approval by the Court.

12.1.3. Of this amount, Plaintiffs have determined that they will designate and set aside $25,000 of the $900,000 for fees, expenses, and costs incurred in monitoring Probation Defendants implementation of this Agreement as described in **Section 6**.

12.1.4. Within thirty (30) days after the Court preliminarily approves this Agreement and certifies the settlement class, Plaintiffs' Counsel shall provide counsel for Probation Defendants complete billing records that Plaintiffs' Counsel would submit to the Court pursuant to a motion for approval.

12.2. Plaintiffs will move for approval by the District Court of the reasonable attorneys' fees, expenses, and costs incurred by Plaintiffs' Counsel, pursuant to Rule 23(h) of the Federal Rules of Civil Procedure. Plaintiffs' agree that they shall request that the Court approve an award of Nine Hundred Thousand Dollars ($900,000.00) for all reasonable attorneys' fees, expenses and costs. Probation Defendants will not oppose this motion.

12.3. Probation Defendants' payment of the amounts awarded by the District Court for reasonable attorneys' fees, expenses, and costs is in full and complete satisfaction of any and all claims for attorneys' fees, expenses, and costs incurred by Plaintiffs and Plaintiffs' Counsel in this action through the date of Final Approval and Monitoring (excluding those fees and costs arising as a result of resolving any disputes pursuant to **Sections 7.2.3, 7.2.4, and 7.3** above).

12.4. Payment of attorneys' fees and costs pursuant to **Sections 12.1 through 12.6** of this Agreement shall not prevent Plaintiffs from seeking additional fees by motion to the Court in connection with fees incurred for any future disputes between the parties, pursuant to **Section 7.3** of this Agreement.

12.5. Payment drafts shall be made payable to Disability Rights Advocates and shall be delivered to 2001 Center Street, Berkeley, California 94704 for appropriate distribution.

12.6. The obligation of Probation Defendants to make payment pursuant to **Sections 12.1 through 12.6** of this Settlement Agreement shall be discharged upon the mailing or personal delivery of valid checks in the amounts indicated to the address of the payee designated in **Section 12.5** of this Agreement and upon receipt, Plaintiffs' Counsel shall notify Probation Defendants' counsel when payment has been received within a reasonable time of receipt.

13. **OTHER MATTERS**

13.1. **Entire Agreement**.

13.1.1. This Agreement and its exhibits contain all the agreements, conditions, promises, and covenants between Plaintiffs and Probation Defendants regarding matters set forth in it, and supersedes all prior or contemporaneous agreements, drafts, representations, or understandings, either written or oral, with respect to the subject matter of the present Agreement.

13.2. **Modification.**

13.2.1. This Agreement and any exhibits can only be amended by written agreement of the Settling Parties. Following Final Approval of the Agreement by the District Court, no modification of this Agreement shall be effective unless it is made pursuant to court order.

13.3. **Drafting of this Agreement.**

13.3.1. This Agreement is deemed to have been drafted by Settling Parties, as a result of arm's length negotiations among the Settling Parties. Whereas Settling Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Settling Party than another.

13.4. **Execution by Facsimile and in Counterparts.**

13.4.1. This Agreement may be executed by the Settling Parties hereto by facsimile and in separate counterparts, and all such counterparts taken together shall be deemed to constitute one and the same agreement.

13.5. **Interpretation**

13.5.1. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Settling Parties. The headings in this Agreement are solely for convenience and shall not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural, and the terms "and" and "or" shall mean "and/or." This Agreement is the product of negotiations and joint drafting so that any ambiguity shall not be construed against any Settling Party.

13.6. **Additional Documents**

13.6.1. To the extent any documents are required to be executed by any of the Settling Parties to effectuate this Agreement, each Settling Party hereto agrees to execute and deliver such further documents as may be required to carry out the terms of this Agreement.

13.7. **Severability**

13.7.1. If any provision or any part of any provision of this Agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

<REMAINDER OF PAGE INTENTIONALLY LEFT BLANK>

13.8. **Authority to Bind**

13.8.1. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Probation Defendants and Plaintiffs.

13.8.2. The Settling Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily, and with a full understanding of its terms. The Settling Parties acknowledge that they have consulted with counsel of their own choosing concerning this Agreement and that they were given reasonable time to review and consider the terms of this Agreement.

13.8.3. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, the respective Settling Parties of this Agreement.

Plaintiffs:

"T.G."

T.G

Date: 8-30-19

"P.P.", signed on his behalf by his Guardian "Rebecca P."

Rebecca P

Date: 8-30-19

Probation Defendants:

County of Kern

_____

By: Margo Raison, Esq.
Title: County Counsel

Date: _____

Kern County Probation Department

_____

By: TR Merickel
Title: Chief of the Probation Department

Date: _____

13.8. **Authority to Bind**

13.8.1. This Agreement shall be binding on all successors, assignees, employees, agents, and all others working for or on behalf of Probation Defendants and Plaintiffs.

13.8.2. The Settling Parties each acknowledge that they are entering into this Agreement freely, knowingly, voluntarily, and with a full understanding of its terms. The Settling Parties acknowledge that they have consulted with counsel of their own choosing concerning this Agreement and that they were given reasonable time to review and consider the terms of this Agreement.

13.8.3. The undersigned each represent and warrant that they are authorized to sign on behalf of, and to bind, the respective Settling Parties of this Agreement.

Plaintiffs:

"T.G."

_____

Date: _____

"P.P.", signed on his behalf by his Guardian "Rebecca P."

_____

Date: _____

Probation Defendants:

County of Kern

Kenora L. Graham, Chief Deputy

By: Margo Raison, Esq. /Kenora L. Graham

Title: County Counsel

Date: 8/30/19

Kern County Probation Department

By: TR Merickel

Title: Chief of the Probation Department

Date: 8/30/19

EXHIBIT A

KERN COUNTY PROBATION

Commitment to a Safe Community

ACTION PLAN

Chief Probation Officer TR Merickel
Kern County Probation Department

Action Plan Table of Contents

#	Section	Page
	Action Plan Introduction	1
1	Facility Culture	3
2	CMS	5
3	Programming	7
4	Training	9
5	Youth, Family and Staff Input	12
6	Physical Environment	14
7	Complaints and Grievances	16
8	Coordination of the Change Process	18
9	OC Spray	21
10	Isolation	24
11	Facility and Program – JH and XRDS	27
12	Facility and Program – CEO	30
13	Special Cases Meetings	32
14	ISSP	34
15	Suicide Prevention/MAYSI	37
16	Seclusion and Confinement	38
17	Re-Entry	41
18	School Crossover Items	44
	Glossary of Terms	47
	Exhibit A - OC Policy	50

Action Plan Introduction

The following Action Plan is a roadmap for the Kern County Probation Department as it transitions to a new facility model. The Department has taken a pro-active approach to ensure it is implementing best practices in the field of juvenile justice. It contracted with independent experts, CJCA (Council of Juvenile Correctional Administrators), which provided a report and recommendations. The Department has also completed significant research and conducted 4 facility site visits throughout the nation. The Department recognized increased funding would be necessary in order to facilitate the needed changes and additional services. As a result, the Department met with the Kern County Chief Administrative Officer's Office and the Board of Supervisors to secure additional staffing resources. In addition, the Department has made a significant commitment to both future staff training and facility improvements.

With the additional resource commitment from the County, along with re-assigned existing staff, the Department will create new RAP (Re-Entry, ADA and Programming) Units within each facility. A total of 26 staff will be assigned to these units and consist of the positions listed in the chart below.

RAP Positions	**#**
Deputy Probation Officer III	3
Deputy Probation Officer I/II	4
Juvenile Corrections Officer III	5
Juvenile Corrections Officer I/II	14
Total	26

While all facility staff, and Department leadership, will play an important role in fulfilling the Action Plan, these specialized staff will be vital in increasing programming, improving staff/youth interactions, reducing use of force incidents and changing facility culture. As noted in the Action Plan, staff in the RAP Units will be assigned key duties related to the agreed upon recommendations. These staff are completely separate from existing facility housing unit staffing, allowing them to focus on their specific assigned tasks. RAP staff will be assigned as coordinators for Re-Entry, Program, Volunteer, School and ADA services. Additional RAP Unit staff will support these coordinators and provide other duties as needed. Furthermore, all

RAP Unit staff will be trained to act as CARE Team members. The CARE team will consist of staff designated to respond to crisis situations within each facility in an attempt to de-escalate situations before they deteriorate further. Below are the proposed RAP Units position breakdown by facility.

JH – RAP Unit

RAP Positions	#
Deputy Probation Officer III	1
Deputy Probation Officer I/II	2
Juvenile Corrections Officer III	3
Juvenile Corrections Officer I/II	5
Total	11

Crossroads – RAP Unit

RAP Positions	#
Deputy Probation Officer III	1
Deputy Probation Officer I/II	1
Juvenile Corrections Officer III	1
Juvenile Corrections Officer I/II	5
Total	8

Camp Erwin Owen – RAP Unit

RAP Positions	#
Deputy Probation Officer III	1
Deputy Probation Officer I/II	1
Juvenile Corrections Officer III	1
Juvenile Corrections Officer I/II	4
Total	7

To oversee the progress of the Action Plan the Department will create an Implementation Team. This team will consist of Juvenile Corrections Officers, Deputy Probation Officers, facility managers and executive management allowing for both input and understanding throughout the ranks. Partner agencies, such as Kern County Superintendent of Schools (KCSOS) and mental health providers, will also be invited to ensure there is a continuity of services and common language across disciplines during the process.

The Action Plan is divided into 18 sections. The first 17 sections are from CJCA's report while the 18th section is from KCSOS's experts' report. The sections are a composite of category recommendations and contains a description of implementation, benchmarks with timelines, persons responsible for the implementation, evidence to be produced and notes related to the recommendations. The Department is contracting with CJCA to oversee the monitoring of progress and compliance of the Action Plan.

Change and growth can be challenging and difficult. It is impossible without a plan and the necessary resources. The Action Plan plots the detailed steps needed to accomplish the desired change. The new RAP Units provide the needed resources to allow these steps to become a reality. The Department is excited about these changes in staffing and services and looks forward best serving the youth in its charge.

Recommendation Section #1	Across all Facilities
Facility Culture • **Develop transition plan with new training for staff to reform and to reduce use of OC spray, use of restrictive housing and mechanical restraints with special attention paid to youth with disabilities** • **Plan to include transition from a corrections model to treatment model** • **Develop a committee of admin, JCOs and Sups to plan implementation of transition plan** • **Conduct listening sessions to hear concerns from staff about changes** • **Open other lines of communication from staff to express concerns** • **Additional training and continued skill development for staff working with youth with disabilities** • **Identify existing staff leaders (Centers of Influence "COI") and use them as champions and mentors to those staff "on the fence" or opposed about changes**	Description of implementation: • Transition Plan to be outlined by Action Plan which includes a multitude of training addressing de-escalation, trauma informed care, mental health, and disabilities. Plan also creates RAP (Re-Entry, ADA, Programming) Units at each facility to further transition from corrections model to treatment model. • Action Plan to be overseen by Implementation Team, which will be an evolution of the Investigative Team that was created to research recommendations and make site visits. This team includes representation from management, supervisors, DPOs, JCOs and agency partners. • Implementation Team will meet monthly initially, with frequency of meetings to be determined as progress is made. • Create avenues for staff communication including regular meetings (at least quarterly) with Managers and Union shop stewards at each facility, open dialogue in unit meetings, managers to be available to discuss issues at meetings, through emails or in office, staff surveys will continue on a periodic basis. • COIs have been and will continue to be identified by management. Some COIs will be part of Implementation Team while others will be placed in positions of influence.

• **Meet regularly with COI**	Additional Resources as needed: • Additional staff for RAP Units • Training costs

Benchmarks with (Timelines)

- Creation of Action Plan (complete)
- Creation of Implementation Team with regular meetings (within 1 month of agreement)
- Training as outlined in Training Section of Action Plan (see that section for more)
- Creation of RAP Units (within 6 months of agreement contingent upon hiring process and attrition)
- Institute avenues for staff communications (within 1 month of agreement)

Person(s) Responsible

- Chief, Deputy Chief, Facility Managers, Implementation Team

Evidence

- Completed Action Plan
- Assembled Implementation Team and meeting agendas
- Training schedules
- Org. Chart showing RAP Units at each facility
- Staff surveys
- Unit meeting agendas
- Duty Supervisor agendas

Notes

<table>
<tr><th>Recommendation Section #2</th><th>Across all Facilities</th></tr>
<tr><td><u>Case Management System</u>

• Acquire a Case Management System that can provide critical measures in monthly reports to track progress on key areas.</td><td>Description of implementation:

• The Department has restructured its budget to purchase the Benchmark product for limited case management services (CMS). This will not be a full CMS but will allow the Department to track use of force, including OC spray, mutual fights, youth assaults, room confinement, youth grievances and other issues with better efficiency and detail.

Additional Resources as needed:

• Time required for training staff on use of Benchmark.

• Where possible and relevant to Action Plan items data will be captured in Excel spreadsheet when they cannot be captured in the Benchmark program.</td></tr>
<tr><td colspan="2">Benchmarks with (Timelines)

• Purchase of Benchmark software (within 3 months of agreement)

• Full implementation of Benchmark with monitor review (within 9 months of agreement)</td></tr>
<tr><td colspan="2">Person(s) Responsible

• Facility Managers, clerical staff and IT staff</td></tr>
</table>

Evidence • Benchmark contract • Monitor site visits, observation and/or document review • Benchmark data • Data from Excel spreadsheets
Notes

Recommendation Section #3	**Across all Facilities**
Programming • **Develop a full schedule of structured activities for afternoons, evenings and weekends. Reach out to local resources.** • **Assign staff to be a volunteer coordinator to conduct outreach and manage volunteer activities.** • **Get input from staff, volunteers, youth and families for ideas on reducing idleness and providing more meaningful and structured activities.** • **Post daily schedule of activities that is reviewed by leadership. Ensure programming schedule is followed. Deviations from schedule need supervisor approval.**	Description of implementation: • Create RAP unit in each facility which will include having dedicated staff to act as volunteer/programming coordinators to enhance programming and activities. • Specific programming to be determined moving forward, however, to include circle groups, volunteer agencies, arts and crafts, pro social, constructive, educational, best practice, team building and additional programming as appropriate based on further research and site visits. • Programming specific to Alternative Programming will be prioritized. • Continue the use of periodic surveys of youth, parents and staff. • Review and discuss the results of the surveys at the Executive Review Meetings. • Empower staff to provide personal activities to youth. • Post activity schedule. • Duty Supervisor to ensure program schedule is followed. Additional Resources as needed: • Additional staff for RAP Units • Materials for programming
Benchmarks with (Timelines) • County approval of additional staffing for RAP Units (Sept. 2019) • Securing 26 additional specialized probation staff for RAP Units (6 months after agreement contingent on hiring process and attrition)	

- Periodic surveys assessing the programming available and desired by youth and staff (see action plan #5 for survey timelines)
- Creation of activity schedules and programming plan (within 3 months of RAP staff arrival)

Person(s) Responsible

- Facility Managers
- RAP staff-Volunteer/Programming Coordinators
- Duty Supervisors
- Executive Review members

Evidence

- Monitor site visits, observation and/or document review
- Monitor interview with staff and youth
- Unit shift reports
- Executive Review Meeting agendas
- Posted activity schedules and programming plans

Notes

Recommendation Section #4	Across all Facilities
Training • **Adopt a Safe Crisis Management system focusing on de-escalation** • **Provide Crisis intervention training to all staff** • **Provide Trauma Informed Care to all staff** • **Provide adolescent development and behavior training to all staff** • **Provide mental health and disabilities training to all staff** • **Develop detailed policies and procedures regarding above areas as well as reducing OC Spray, isolation and restraint strategies** • **Develop a comprehensive UOF review process that allows for a "teaching opportunity" for staff** • **Identify staff with desired skills that use alternative to OC**	Description of implementation: • Crisis Prevention Institute (CPI) chosen as de-escalation system. • Sending six staff to CPI Train the Trainers class (May 2019). • Will train all facility staff in CPI concepts. • The head Defensive Tactics (DT) trainer will incorporate the CPI skills into both DT training as well as Reality Based Training (RBT) for on-going training for sustainability. • Contract with Dr. Tasha Arneson to provide crisis intervention training to all JCO staff (FY 20/21). • BHRS and other mental health providers will provide basic crisis intervention 2 times per year during JCO unit meetings. • Contract with Dr. Arneson to provide Trauma Informed Care training to all JCO staff with emphasis on concrete skills working with youth (March 2020). • Contract with Dr. Arneson to provide Mental Health and Disabilities training to all JCO staff (Sept. 2019). • Adolescent development and behavior training are captured in both TIC and mental health and disabilities training. • Will incorporate ideas and philosophies from above training into policies and practices as appropriate. • Will develop a standardized debrief tool for UOF/critical incident. • Creation of RAP (Re-Entry, ADA, Programming) Unit which will allow for staff coverage so staff can participate in debrief process. • Will develop policy and procedures to outline usage of debrief tool.

Spray and use them as mentors to other staff • **Become more trauma informed by utilizing resources recommended**	• Will identify COIs with desired skills that use alternative to OC Spray and utilize as outlined in Recommendation Section #1: "Facility Culture". • The members of the Investigative/Implementation Team have reviewed the 3 cited works as recommended. • Ensure partner agencies (such as KCSOS and BHRS) are included in training opportunities to ensure continuity of services and common language is used. Additional Resources as needed: • Associated training costs • Staff for RAP Units for each facility

Benchmarks with (Timelines)

- Staff to CPI Train the Trainers (completed)
- CPI training for facility staff (FY 20/21)
- Securing and completing training with Dr. Arneson
  - Crisis intervention training (FY 20/21)
  - Trauma Informed Care training (March 2020)
  - Mental Health and Disabilities training (September 2019)
- Incorporating learned practices into RBT and DT classes (on-going)
- Develop standardized debrief tool and policy for UOF/critical incident (within 6 months of agreement)
- Hire RAP Unit staff (within 6 months of agreement contingent on hiring process and attrition)
- Incorporating learned ideas into policy (on-going)

Person(s) Responsible

- Facility Managers
- Training Supervisor
- RBT/DT/CPI instructors

Evidence

- Training logs
- Unit meeting agendas
- RBT/DT/CPI agendas
- Organizational chart
- Debrief tool
- Debrief policy
- Policy changes

Notes

Recommendation Section #5	Across all Facilities
Youth, Family and Staff Input • **Create and provide youth surveys to determine strengths, service gaps and perception of youth regarding facilities, programs and services** • **Create and provide families surveys to determine strengths, service gaps and perception of families regarding facilities, programs and services** • **Create and provide staff surveys to determine strengths, service gaps and perception of staff regarding facilities, programs and services** • **Incorporate ideas and suggestions from youth, family and staff surveys into programs, services and practices**	Description of implementation: • Create youth and family surveys to address the following areas: • Activities, BMS, incentives, sanctions, facility rules, re-entry process and services medical and mental health services, staff relations, safety concerns. • Make surveys available to youth, families and staff on an on-going basis. Surveys to have name as optional choice. • Have proactive survey distribution and collection every six months. • Collect and categorize data from survey. • Review/discuss data in Executive Review Meetings (ERM) with recommendations for actions as appropriate. • Follow up on approved changes at future ERM. Additional Resources as needed: • Assigned staff member from RAP Unit to distribute, collect and process surveys • Unknown resources depending on accepted suggestions from surveys

Benchmarks with (Timelines)

- Staff assigned to this task at each facility (within 6 months of agreement contingent on hiring process and attrition)
- Creation of surveys that will address categories as listed above (within 3 months of RAP staff arrival)
- Making surveys available to youth and families (within 1 month of survey creation)
- Compilation of survey data (within 1 month of completed survey round)
- Review/discussion of data (within 1 month of compilation)
- Implementation of appropriate suggestions (dependent on level of accepted suggestions and resource availability – but as soon as reasonably possible)

Person(s) Responsible

- Facility Managers
- Assigned RAP Unit staff
- Executive Review Meeting members

Evidence

- Have RAP Unit staff assigned to task as described above
- Copy of youth, family and staff surveys with appropriate categories
- Report on compilation of survey data
- Agenda of ERM with survey data as an action item
- Change policy, practice or service resulting from this process as appropriate

Notes

<table>
<tr><th>Recommendation Section #6</th><th>Across all Facilities</th></tr>
<tr><td><u>Physical Environment</u>

• Develop a plan to paint/create more artwork/murals.
• Facility atmosphere is important. If it looks and feels like prison, youth will behave like prisoners.</td><td>Description of implementation:
• The Department has completed or is in the process of completing improvements to physical environment by the following:
•Painting all living units.
•Added inspirational sayings and added sports and art decals.
•Soon to be incorporating youth artwork.
•Increase crafts and seasonal decorations for a more homelike feel.
• Incorporated video games, table games, commissary and other incentives for a more homelike feel.

Additional Resources as needed:
• Paint/craft supplies and decorations
• Decals
• Video game purchases
• Commissary item purchases</td></tr>
<tr><td colspan="2">Benchmarks with (Timelines)
• Painting and homelike improvements have mostly been completed in the living units. Anticipated full completion is expected to be 3 months from the agreement.</td></tr>
<tr><td colspan="2">Person(s) Responsible
• Facility Managers</td></tr>
</table>

Evidence • Monitor site visits, observations and or document review • Monitor interview with staff and youth
Notes

Recommendation Section #7	Across all Facilities
Complaints and Grievances • **Develop a robust review process for staff and youth grievances to ensure facility leadership is aware of concerns and addresses them**	Description of implementation: • Will track number of youth grievances and categories (types of grievances) consistently across all facilities. • Facility clerical staff will report youth grievance statistics monthly to Facility Managers. • Facility Managers will report youth grievance statistics during Executive Review Committee meetings. • Executive Review members will discuss trends and solutions to issues discovered. Additional Resources as needed: • Additional training on Excel for clerical staff
Benchmarks with (Timelines) • Excel training for clerical staff (within 3 months from agreement) • Develop Excel spreadsheets for tracking youth grievances that are consistent across all three facilities (within a month from training completion) • Develop monthly reporting procedures for clerical staff to report youth grievance statistics to Facility Managers (within 3 months from agreement) • Develop a consistent schedule of Executive Review Meetings that includes "Youth Grievance Statistic Reviews" as an agenda item (within 3 months from agreement)	
Person(s) Responsible • Training Supervisor • Facility Managers	

- Executive Review Meeting members
- Clerical staff at each facility

Evidence

- Monthly youth grievance tracking Excel spreadsheets for each facility
- Executive Review Committee meeting agendas
- Monitor interviews with Facility Managers, clerical staff and Duty Supervisors at each facility
- Youth grievance policy review
- Training records

Notes

Recommendation Section #8	Across all Facilities
Coordination of the Change Process • **Read and learn more about developmentally informed juvenile justice and positive youth strategies** • **Visit juvenile facilities that have embraced developmentally informed juvenile justice, trauma informed, therapeutic environments and positive youth development** • **Communicate with agency directors who have made a similar transition** • **Incorporate the principles of the above ideas into all training, policies and procedures and provide continuing education for staff** • **Provide strong leadership for above ideas and reinforce in all communication**	Description of implementation: • Duty Supervisors will, twice per year, research articles on these topics. They will share and discuss with staff at unit meetings. • Several trainings by Dr. Arneson including Mental Health and Disabilities and Trauma Informed Care will touch on this topic. • The Investigative Team visited 4 sites across the nation as recommended by CJCA. • The team had in depth discussions with facility managers, line staff and youth. • The team will be conducting on going site visits on at least an annual basis of various facilities as directed by the Deputy Chief of Institutions. • The Department has added two full time staff to the training unit who will be responsible for incorporating new ideas and programs into training and policies. • Managers will continue to review implementation of changes through supervision and Executive Review Meetings, including reviewing stats produced by the Benchmark. • Chief and managers are committed to change. • Discuss the change process in meetings with staff. • Discuss the change process in Executive Review Meetings. • Department will ensure these concepts are discussed and reviewed in staff performance evaluations. • Assistant Directors will verify unit meeting agendas to ensure this is being addressed. • The Department will revise job descriptions to reflect the above-mentioned changes. • The Department will incorporate the importance of EBP, TIC, rehabilitation and positive rapport with the youth in HR job descriptions.

with staff • **Consult with experts on above ideas for assistance in incorporating the principles into training, policies and procedures** • **Ensure job descriptions and hiring processes reflect the changes in the above ideas**	Additional Resources as needed: • Benchmark • Training costs • Future site visits

Benchmarks with (Timelines)

- Mental Health and Disabilities training (September 2019)
- Trauma Informed Care training (March 2020)
- Site visits of 4 facilities as recommended by CJCA completed (occurred late 2018 through early 2019)
- One additional Site visit (2020)
- Revision to affected job descriptions (1 year from date of agreement)
- Research articles on developmentally informed juvenile justice and positive youth strategies and share with staff (biannually)
- Verification of unit meeting agendas by Assistant Directors (quarterly)

Person(s) Responsible

- Chief and Deputy Chief Probation Officer
- Administrative Division Director
- Facility Managers
- Training Supervisor
- Duty Supervisors

Evidence

- Training rosters
- Executive Review Meeting agendas
- Staff/unit meeting agendas
- Staff EPRs
- Monitor site visits and observation
- Monitor interview with youth and staff
- Revised job descriptions

Notes

Recommendation Section #9	Across all Facilities

OC Spray
 	
• **Incorporate strategies to mitigate the need to use OC spray**
• **Include representation of all staff on the planning committee**
• **Create CARE teams**
• **Develop a strategic plan outlining process**
• **OC spray should be used only when clear and present threat of safety**
• **Debrief staff after OC incident.**
	Description of implementation:
	
	• Formation of Implementation Team to include representation of staff from all levels
	• Provide training to all facility staff to include de-escalation via CPI, trauma informed care and mental health via Dr. Arneson, re-enforced via in-house Reality Based Training. See Action Plan Recommendation Section #4: "Training" for more.
	• Implementation of Benchmark software program to identify and track use of force, including OC Spray.
	• Create RAP (Re-Entry, ADA, and Programming) Units in each facility which will allow for:
	  • Increased programming for options for facility and specifically for Alternative Programming.
	  • Increased improvements in the role and responsibility of the ADA coordinator.
	  • Addition of CARE team to assist in de-escalation.
	  • Develop a debrief tool and policy for all OC/UOF incidents.
	• Will continue to provide youth and staff surveys on a periodic basis.
	• Will discuss findings of surveys and data from Benchmark in Duty Supervisor meetings at each facility and at Executive Review Meetings.
	• Incorporate findings from surveys and Benchmark data into practice and policy when appropriate and feasible.
	• OC Spray will be used by staff in accordance to policy (see Exhibit A for policy).
	
	Additional Resources as needed:
	• Additional staff for RAP Unit
	• RAP includes programming, CARE team, etc.
	• Costs for associated training

	• Staff coverage for debrief process

Benchmarks with (Timelines)

- Training for CPI, Mental Health 101, TIC, crisis intervention (see Training Section)
- As new training and skills are taught by above listed instructors these concepts will be reinforced with RBT on a quarterly basis in each facility.
- Implementation Team (Create and meet 1 month after agreement. Continuing meetings to be held monthly initially with the future frequency to be determined as progress made – Will meet as both overall Implementation Team as well as facility specific teams)
- Purchase of Benchmark software system (3 months from agreement)
- Implementation of Benchmark in facilities (9 months from agreement)
- Review of Benchmark data including use of force/OC spray (3 months from implementation of Benchmark program)
- County approval of additional staffing for RAP Units (Sept. 2019)
- Securing 26 additional specialized probation staff for RAP Units (within 6 months of agreement contingent on hiring process and attrition)
- Develop standardized debrief tool and policy for UOF/critical incident (within 6 months of agreement)

Person(s) Responsible

- Facility Managers and Training Supervisor

Evidence

- Training logs
- Organization charts
- Benchmark contract
- Policy manual
- Debrief tool and associated policy
- Monitor site visits and observation
- Monitor interview with staff and youth
- Records and logs of use of force incidents
- Executive Review Meeting agendas

Notes

- The Parties have agreed that Probation's actions as outlined in this Action Plan will reduce the use of OC spray. As outlined herein, Probation is implementing a variety of proactive strategies to mitigate and/or alleviate the use of OC spray.

Recommendation Section #10	Across all Facilities
Isolation	Description of implementation: • Create RAP Unit at each facility which will include specialized staff to focus on programming options for facility and specifically for Alternative Programming. • Each member of the RAP Unit will be trained to be on the CARE team, along with other selected staff. • Staff will be designated as "CARE team available." • Will incorporate ideas from CPI, Dr. Arneson and Indiana CARE team in policy and practice. • Will have an "aggressive team and coordinating care approach" with creation of RAP Units at each facility providing additional programming, ADA awareness and compliance, case planning and CARE teams. • Will continue to provide youth and staff surveys on a periodic basis. • Will discuss findings of surveys in Duty Supervisor meetings at each facility and at Executive Review Meetings. • Incorporate findings from surveys into practice and policy when appropriate and feasible. • Will increase incentives in terms of physical items as well as programming with the creation of the RAP Units at each facility and through increased incentive budgets. Additional Resources as needed: • Additional staff for RAP Unit (RAP includes Programming staff, CARE team, ADA Coordinator, etc.) • Additional training (Crisis Intervention, CPI, RBT, TIC, Mental Health and Disabilities)
• **Gradually reduce the length of isolation to come in line with standards. Include reducing and eliminating the "program restriction" sanctions that require youth to sit in a chair outside their rooms.** • **Use of CARE teams is useful in reducing the use of isolation.** • **Separations for safety and security should be done with an aggressive team and coordinating care approach to limit the amount of time a youth spends in separation following a safety and security incident. Change policy and procedures to reduce time youth spend in separation for investigations or pending disciplinary hearings.** • **Consult with youth and staff in facility to develop a more robust set of**	

incentives the youth truly care about. • **Consult with youth and staff in facility to develop a set of sanctions that youth want to avoid.** • **Develop and implement a robust behavior management and incentive system used in all three facilities.**	• Additional incentives (physical items and programming)

Benchmarks with (Timelines)

- Training for CPI (Train the Trainers in May 2019; All staff trained FY20/21)
- Mental Health and Disabilities training (September 2019)
- TIC training (March 2020)
- Crisis Intervention training (FY 20/21)
- RBT (Quarterly at each facility, with concepts from above listed trainings incorporated after classroom instruction is completed)
- Securing 26 additional specialized probation staff for RAP Units (Six months from agreement contingent on hiring process and attrition)
- Review of initial survey results at Executive Review Meetings and with Duty Supervisors (within 3 months from agreement)
- Ongoing review of future survey results with Executive Review Meetings and with Duty Supervisors (within 1 months following future survey compilation)
- Increased incentive budget line item (September 2019)

Person(s) Responsible

- Facility Managers
- Training Supervisor

- Executive Review members

Evidence

- Training records
- Organization charts
- RAP Unit manual (including role of CARE team)
- Duty Supervisor meeting agendas
- Executive Review Meeting agendas
- Department budget worksheets
- Room separation records
- Monitor site visits and observation
- Monitor interview with Facility Members, staff and youth
- Programming schedules
- Commissary Order Sheets

Notes

Recommendation Section #11	Juvenile Hall and Crossroads

Facility and Program – JH and Crossroads
 	
• **Make JH Intake area more welcoming and warmer**
• **Review JH facility to improve suicide prevention via environmental and supervision strategies**
• **Paint and revitalize JH and Crossroads housing units with vibrant colors and decorations that reflect culture of youth served**
• **Review all signage and messaging in JH and Crossroads to ensure necessary, respectful and promotes healthy interactions**
• **Seek ways at JH and Crossroads to reduce the need for youth to ask staff questions about daily routine by posting and providing information to youth in easily understandable methods**
• **Seek ways at JH and Crossroads to communicate information**
	Description of implementation:
	
	• Will paint and add decorations to the JH Intake area.
	• The JH facility was reviewed by Probation Management and BHRS staff regarding suicide preventions. Will implement recommendations of that review where feasible and will provide staff information for general awareness where not feasible, which include:
	  ◦ Student bathroom at School Coordinator area – electrical pipes under sink
	  ◦ Metal rods in showers – anchor point
	  ◦ Dorms in 300A, 300B and 100A have metal grills over door window and vent – anchor point
	• All JH and Crossroads housing units have been repainted and decorations have been added. Will continue to look for ways to keep appearance fresh and relevant to youth.
	• All signage has been reviewed to ensure necessary, respectful and promotes healthy staff/youth interactions and changes have been made. Will continue to review signage moving forward.
	• In order to reduce need for youth to ask staff questions and to improve positive staff/youth interactions the Department will:
	  ◦ Post basic daily schedules
	  ◦ Post activity and programming schedules
	  ◦ Provide youth handbooks upon entering facility
	  ◦ Allow for peers to assist with learning unit practices and protocols
	  ◦ Will continue to improve staff/youth interactions by building rapport through on-going education and training as outlined in Action Plan and through modeling and evaluation.
	  ◦ Seek ways to increase youth self-expression through several venues such as chalk paint in

via positive staff/youth interactions as opposed to signage. Allow for more youth self-expression • **Remove outdated signage**	rooms, personal journals in rooms, etc. • Will allow for youth ADA accommodations when interacting with staff • Outdated signage as noted has been removed • Will communicate to youth about ways they can inquiry about accommodations in various forms and ways (examples could include posters, handbook, staff referrals, mental health referrals, etc.) Additional Resources as needed: • Paint, decorations personal items for youth • Environmental/structural improvements needed for suicide prevention recommendations • Associated training costs • Additional staff for RAP Unit to facility programming and schedules

Benchmarks with (Timelines)

- Paint and decorations to JH Intake (within 3 months from agreement)
- Paint and decorations to JH and Crossroads housing mostly completed. Anticipated full completion is expected to be within 3 months of agreement
- New signage (completed)
- Posted daily schedules (completed)
- Posted activity and programming schedules (within 3 months of RAP staff arrival)
- Remove outdated signage (completed)
- Structural changes resulting from Behavioral Health risk assessment walk through where feasible (within 6 months of agreement)
- Where not feasible, provide memo for general staff awareness of structural areas of risk for suicidal youth (within 3 months of agreement)
- Provide various communication methods for youth to inquire about accommodations (within 3 months of RAP staff arrival)

Person(s) Responsible

- Facility Managers
- Training Supervisor

Evidence

- Pictures of, and visits to, painted and decorated JH Intake
- Pictures of, and visits to, painted and decorated JH and Crossroads housing units
- Environmental improvements for suicide prevention
- New signage
- Posted daily schedules
- Posted activity and programming schedules
- Training logs
- Structural changes (where feasible)
- Informational memos to staff

Notes

<table>
<tr><th>Recommendation Section #12</th><th>Camp Erwin Owen</th></tr>
<tr><td><u>Facility and Program- CEO</u></td><td>Description of implementation:</td></tr>
<tr><td>• Renovation (painting, cabinetry, flooring). More youth driven décor. More individualized programming space for groups and activities.
• Bathrooms and showers to be redesigned to ensure privacy.
• Increased outdoor activity and matching provided resources for re-integration into community</td><td>• Dorms undergoing repainting
• Incorporating youth artwork in dorms
• Adding wall decals and inspirational sayings to dorms
• Continue to look for more artwork and homelike furniture
• Bathroom and shower remodel are underway to provide privacy for youth while toileting or showering.
• Youth are outdoors a significant amount of time at CEO and programming matches very well for Kern County, specifically programming related to agriculture, mechanics/automotive and food services. Department will maintain level of outdoor activity and existing programming moving forward.

Additional Resources as needed:
• Staff time required for painting
• Contracted vendor to complete bathroom remodel</td></tr>
<tr><td colspan="2">Benchmarks with (Timelines)
• Painting and homelike improvement are nearly complete. Expected completion date is within three months of agreement.
• Bathroom remodel currently in progress. Current completion date is Fall 2019.</td></tr>
<tr><td colspan="2">Person(s) Responsible
• Facility Managers
• Outside contractor</td></tr>
</table>

Evidence • Monitor site visits and observation • Monitor interview with staff and youth
Notes

<table>
<tr><th>Recommendation Section #13</th><th>Across all Facilities</th></tr>
<tr><td><u>Special Cases Meetings (SCM)</u></td><td>Description of implementation:</td></tr>
<tr><td>• Greater detail in policy related to structure, purpose and attendance. Staff should include those who work directly with youth.
• Protocol for documentation of SCM and follow up on youth progress who have received an accommodation.
• ADA reviews need to be a part of broader case planning for youth (especially those in Camp Owen, Pathways, Crossroads)
• Breakdown information from SCM into a reasonable list to hit key areas for unit staff while provide enough info for staff to be effective.
• Need to develop a plan and process to gather relevant data on meetings at individual youth level to ensure if achieving goals.</td><td>• Create RAP Units allowing for backfill for youth supervision staff to allow attendance at SCMs.
• Create RAP Units at each facility to include additional specialized staffing who will be assigned oversight to ADA/SCM. This will increase documentation, distribution of information and follow up with youth who have accommodations.
• Create RAP Units at each facility to include additional specialized staffing, which will allow for increased case planning in terms of both ADA accommodations and Re-entry.
• Will increase coordination and distribution of information by having specifically assigned staff for both ADA issues as well as Re-entry.
• Will create a distribution list for SCM notes/minutes.
• ADA accommodations will be a specific topic of discussion at Review Boards and Pre-Release meetings.
• Create RAP team at each facility which will have additional specialized staff designated to identify and collect relevant data.
• Will review and discuss data in Executive Review Committee meetings.

Additional Resources as needed:
• Additional staff for RAP Unit (RAP includes Re-entry staff, Programming staff, CARE team, ADA Coordinator, etc.)</td></tr>
<tr><td colspan="2">Benchmarks with (Timelines)
• Securing 26 additional specialized probation staff for RAP Units (within 6 months of agreement contingent on hiring process and</td></tr>
</table>

attrition)

- Review of relevant data at Executive Review Meetings (within 3 months of positions being filled to collect data)
- Policy and procedure revision to include SCM data collection points (within 3 months of positions being filled to collect data)
- Policy and procedure revision to include SCM minutes/notes distribution (within 3 months of position being filled to lead SCM)
- Update Pre-Release and Review Board forms to include ADA accommodation information (within 3 months from agreement)

Person(s) Responsible

- Facility Managers
- Executive Review members
- Assigned RAP Unit staff

Evidence

- Organization charts
- RAP Unit procedures manual
- SCM policy
- SCM minutes/notes (including distribution list)
- Pre-Release and Review Board forms
- Executive Review Meeting agendas
- Monitor site visits and observation
- Monitor interview with Facility Managers, staff and youth

Notes

Recommendation Section #14	Juvenile Hall and Crossroads
Individualized Safety and Security Program (ISSP) • **Policy should include reference to the ISSP manual.** • **Department to review the ISSP manual and consider revisions related to these recommendations.** • **The behavioral health professional needs to have knowledge of youth with disabilities, trauma informed care, delinquency variables, and have training in leading a team.** • **If youth is known to have a disability, plan should clearly state why the plan restrictions would not unfairly or disproportionately deprive youth of programs, services or increase his time in the program (custody).** • **Plan needs to indicate how it relates to other plans such as IEPs, BIPs, MHSPs or medical plans.** • **Need clearly documented indications of youth's progress, why any modifications or**	Description of implementation: • Change policy to reference ISSP manual • Review of ISSP manual • Will add specific ADA section to ISSP to acknowledge youth's disabilities • Will note on ISSP that youth will not "unfairly or disproportionately" be affected due to ADA considerations • Will add better shift by shift prompts rather than free-form commentary to document and address youth's activities which can be reviewed at weekly ISSP meetings • Incorporate weekly updates regarding other treatment plans from other parties (IEPs, BIPs, MHSPs) • Will better define in ISSP manual what type of information each member is to provide in development of the ISSP • Will bolster parent input with better prompts for staff to discuss/cover when contacting parent • Will change manual to ensure no section is to be left blank. • Will have clear protocol for youth to be informed of process, participation, parameters of ISSP and recourse if not in agreement, to include youth signature • Incorporate signature lines with advisal notes to ensure partner agency input was heard and considered (see note section)

revisions were made, and when reviews occurred (no less than weekly). Documentation should be comprehensive enough to easier follow why decisions were made. • **Manual needs to indicate what type of information each member is to provide in development of the ISSP.** • **Parent/guardian section should indicate parent was informed of incident and is able to participate in plan development. Parents may be able to provide background, strategies, triggers and recommendations.** • **Section of youth input should never be left blank (no section should be). Need clear protocol that youth should be informed of process, how they can participate in process, time on ISSP and what they can gain by working with the team, as well as recourse if they disagree with process.** • **Need a more structured process for staff who are documenting youth's progress on shift that more concretely indicates what they observed.** • **Extensive multidisciplinary team**	• Will identify a trainer/training for MDT training, and identify appropriate staff (both in and outside the department) who should receive this training • Dedicated ADA and Programming staff from RAP Unit to provide input at ISSP meetings Additional Resources as needed: • MDT training • RAP Unit staff

training on this policy and plan needed for core team members. Modified training is needed for staff responsible for supervising and documenting behaviors across shifts.	

Benchmarks with (Timelines)

- Review and revise facility manuals and ISSP manual to incorporate above referenced implementations (Within 6 months of agreement)
- Identify MDT training provider and staff who should attend, and coordinate training dates (Within 1 year of agreement)
- Additional RAP Unit staff within 6 months of agreement contingent on hiring process and attrition

Person(s) Responsible

- Facility Managers
- Training Supervisor

Evidence

- Facility policy manual
- ISSP manual
- Training records
- Monitor interviews with Facility Managers, partner agency supervisors, affected staff
- Organizational chart

Notes

<table>
<tr><th>Recommendation Section #15</th><th>Across all Facilities</th></tr>
<tr><td><u>Suicide Prevention and MAYSI</u>

• Consult the MAYSI-2 manual. Examples of decision rules are found in NYSAP. Language of "low risk for self-harm" for Caution Cut-off Score is inconsistent with MAYSI.</td><td>Description of implementation:

• Will change language in policy to be more in line with MAYSI and to more accurately reflect risk-level identification and awareness

Additional Resources as needed:

• None</td></tr>
<tr><td colspan="2">Benchmarks with (Timelines)
• Reviewing policy with Behavioral Health Supervisor and changing policy language (within 3 months of agreement)</td></tr>
<tr><td colspan="2">Person(s) Responsible
• Facility Managers</td></tr>
<tr><td colspan="2">Evidence
• Policy review
• Monitor interviews with Facility Managers and Behavioral Health Supervisor</td></tr>
<tr><td colspan="2">Notes</td></tr>
</table>

Recommendation Section #16	Juvenile Hall and Crossroads
Seclusion and Confinement • **The various and numerous different room confinement designations is confusing. Consider a way to consolidate these into easily understood designations.** • **Carefully look at practice of voluntary room confinement. This is a slippery slope that is difficult to manage and can lead to youth not engaging in programming.**	Description of implementation: • Will clarify terminology and explanations of room separation designations in Juvenile Hall and Crossroads policies for consistency • Will track number and types of room separations at Juvenile Hall and Crossroads consistently • Current policy is Mental Health Consultation Slips are required after 24 hours of self-separation and a running log is started after 4 hours of self-separation. Will change policy to require Mental Health Consultation Slips after 4 hours of self-separation instead of after 24 hours of separation. • Will add to policy for staff to consider Mental Health Consultation Slips for youth who self-separate less than 4 hours, but who do so frequently • Facility clerical staff will report room separation statistics monthly to Facility Managers • Facility Mangers will report room separation statistics during Executive Review Committee meetings • Executive Review members will discuss trends and solutions to issues discovered Additional Resources as needed: • Additional Excel training for clerical staff

Benchmarks with (Timelines)

- Excel training for clerical staff (within 3 months of agreement)
- Develop Excel spreadsheets for tracking room separations at Juvenile Hall and Crossroads that are consistent (1 month from completion of training)
- Develop monthly reporting procedures for clerical staff to report room separation statistics to Facility Managers (3 months from agreement)
- Develop a consistent schedule of Executive Review Meetings that includes "Room Separation Statistic Reviews" as an agenda item (3 months from agreement)
- Juvenile Hall and Crossroads room separation policy updates (within 3 months from agreement)

Person(s) Responsible

- Training Supervisor
- Juvenile Hall and Crossroads administration
- Executive Review members
- Clerical staff at Juvenile Hall and Crossroads

Evidence

- Monthly room separation tracking Excel spreadsheets for Juvenile Hall and Crossroads
- Executive Review Committee meeting agendas
- Monitor interviews with administration and clerical staff at Juvenile Hall and Crossroads
- Room separation policy review
- Training records

Notes

Recommendation Section #17	Across all Facilities
Re-Entry • **Every youth assigned a case planning team (including youth, family and community support, case manager, field staff, medical, behavioral health and education. Specific assigned clinician should be a part).** • **Comprehensive case plan to address needs including programs and services to be provided in custody as well as services needed in the community upon release.** • **Case plan to be revised at least monthly by full team. Efforts should be made to include parents and community supports.** • **During monthly meetings a portion of time should be spent updating goals for the facility and goals for community reintegration. Plans for living environment, education, vocation, medical and mental health services should be made, especially in terms of psychotropic medication and mental health services.** • **Review current policies and training for aftercare officers to be able to make recommendations related to re-**	Description of implementation: • Create RAP Unit at each facility. RAP will include staff dedicated to re-entry case planning. • Assign RAP staff as re-entry coordinators/case planner to bolster frequency and scope of meetings. • Re-entry staff to coordinate review board and pre-release meetings for commitment programs. • Re-entry staff at Juvenile Hall will identify long term youth on the detention side to provide case planning meetings to identify and address service needs, both in and out of custody. • Re-entry staff will focus on both in custody needs as well as community needs upon release. • Re-entry staff will outline and discuss plans and goals during meetings (which occur at least bi-monthly) consisting of but not limited to the following areas: • Living environment • Education • Vocation • Medical • Mental Health • Re-entry staff will incorporate aftercare officers throughout the commitment program. • Overall policy and practices for re-entry services will be revised where applicable.

entry and info at case plan meetings. Aftercare officers need to be agents of change and not just monitor for non-compliance. • **Revise policies and practices for planning of post-case release services and supports to include services for ensuring youth placement alternatives prior to release. Work with community partners before and after release.** • **Revise policy to provide for 30 days of bridge medication for youth being released.** • **Provide robust independent living skills and employment programs.**	• Kern Behavioral Health and Recovery Services has a bridge medication and provider referral system in place. The current Bridge Medication Protocol allows a psychiatrist to write a prescription for 7 to 30 days of bridge medications, depending on their assessment of the needs of the youth. KBHRS has a mental health re-entry coordinator to ensure out-patient services are provided and connections are made. The JPPS team's recovery specialist aide position is designated with the primary task of tracking high risk youth within the Kern Juvenile Institutions with a focus on youth that are on psychotropic medications and to coordinate linkage of Juvenile Hall youth who are being released to an outpatient services team. The Department will work with BHRS to maintain this protocol moving forward. • The Department will continue to offer current level of in-house work related experience (construction, food services, automotive, agricultural, etc.) opportunities moving forward. Additional Resources as needed: • Additional staff for RAP Unit • Costs associated with training

Benchmarks with (Timelines)

- Securing 26 additional staff for RAP Units (within 6 months of agreement contingent on hiring process and attrition)
- Re-entry/case planning policy revision (within 6 months of hiring of RAP staff)

Person(s) Responsible

- Facility Managers
- Re-entry Coordinators

Evidence

- Monitor site visits, observations and document review
- Monitor interview with staff and youth
- Policy review regarding re-entry/case planning

Notes

- Field staff use the PACT (an evidence-based assessment tool) and all youth are screened for mental health, physical health and educational status.

Probation will continue to complete parent surveys on a periodic basis and incorporate ideas where appropriate.

Recommendation Section #18	Across all Facilities
School Crossover Items • **Training regarding mental health diagnoses, mental health identification, characteristics of youth with disabilities and de-escalation** • **Training Behavior Intervention Plans (BIP)** • **Professional learning opportunities to integrate ADA accommodations, IEPs, BIPs, ERMHS and other services** • **Professional learning opportunities to build common language and understanding of practices being revised or created between Probation and education staff** • **Schedule regular meetings with Probation and education staff to discuss and review changes in Action Plans and Action Plans progress** • **All service providers (including ERMHS) to be made aware of release dates for re-entry purposes** • **Monthly meetings with MH clinicians to coordinate services for students with**	Description of implementation: • Wide range of training planned as described in Section #4 (Training) which will address mental health diagnoses, mental health identification, characteristics of youth with disabilities and de-escalation. KCSOS staff will be invited to these trainings. • Probation will attend BIP training as provided by KCSOS • Probation will work with KCSOS to integrate ADA accommodations, IEPs, BIPs, ERMHS and other services by having RAP Unit staff available to attend IEPs, BIPs and ERMHS meetings • Probation will work with KCSOS to build common language and understanding of revised or created practices by sharing and discussing policy and practice changes and through shared trainings • KCSOS will be invited to Implementation Team meetings periodically to ensure Probation and KCSOS staff are successfully facilitating changes in respective Action Plans. Conversely, Probation will attend any meetings as invited by KCSOS. • Probation will ensure services providers (including ERMHS) are made aware of release dates through Re-Entry coordinators included in the RAP Units. Re-Entry discussions will begin earlier in youth stays and continue throughout. • Having scheduled meetings with education staff and MH clinicians to coordinate services for students with IEPs on a monthly basis. These meetings can follow scheduled SCM as the primary members will be present. • Will provide Mental Health and ERMHS with Special Cases list (Which include accommodations and notes)

IEPs • **Provide Mental Health and ERMHS with weekly SCM/ADA lists** • **Develop school coordinator positions at both CEO and Crossroads** • **Ensure youth handbooks are at an appropriate comprehension level for ADA youth** • **Increase capacity to comply with IEP/504 plans as related to de-escalation techniques** • **Decrease distraction for youth in the Staging Unit Learning Center.** • **Policy to ensure educational curriculum will not be denied as a consequence for violating technology access rules** • **Increase number of reading materials available to youth**	• School coordinator positions will be added at CEO and Crossroads with the addition of the RAP Units • Youth handbooks have been rewritten with input from KCSOS Special Education students and teachers. When handbooks are rewritten in the future this process will be duplicated. • The Department will work with KCSOS to make accessible sensory tools for those youth with IEP/504 plans while at the school setting barring safety and security concerns • The Department will work with KCSOS to attempt to minimize youth distractions in the Staging Unit Learning Center. • The Department will add to existing policy that a consequence for violating technology access rules will not include denying access to an appropriate educational curriculum. However, a specific device related to that curriculum could be denied. • Probation has increased the number of reading materials available to youth in all facilities. The number of reading materials youth can have in their rooms/lockers has been increased from 3 to 5 (not including a religious text). Probation continues to look to increase the number and variety of titles available to youth. Additional Resources as needed: • Associated training costs • Additional staffing via the RAP Units (School coordinators, ADA coordinators, Re-Entry coordinators)
Benchmarks with (Timelines) • Training classes and timelines as listed in Section #4 (Training) • Hire RAP Unit staff (within 6 months of agreement contingent on hiring process and attrition) • Plans for accessible sensory tools (within 6 months of agreement) • Plans for attempting to minimizing youth distractions in the Staging Unit Learning Center (within 6 months of agreement)	

- Policy revision regarding consequences for violating technology access rules that includes continued access to curriculum (within 6 months of agreement)

Person(s) Responsible

- Facility Managers
- Training Supervisors
- ADA Coordinators
- Re-Entry Coordinators
- School Coordinators

Evidence

- Training logs
- Meeting agendas
- Release date information documentation
- RAP Unit staff assignments (School Coordinator, ADA Coordinator, Re-Entry Coordinator)
- Special Cases lists
- Youth handbooks
- Plans for accessible sensory tools
- Plans for attempting to minimizing youth distractions in the Staging Unit Learning Center
- Updated policies

Notes

- While not a Probation specific recommendation, it is noted that Probation plans to assign a full time JCO to act as a librarian at JH as part of the RAP Unit.

Glossary of Terms

ADA - Americans with Disabilities Act	
BHRS - Behavioral Health and Recovery Services	The County of Kern provider of Behavioral Health services.
BIP -Behavior Intervention Plan	A proactive action plan to address behaviors that are impeding a student's learning
BMS - Behavior Management System	A multi-level system that is designed to increase desired behaviors through the use of reinforcements and decrease unwanted behaviors through a menu of appropriate sanctions.
CARE TEAM - Crisis Awareness Response Team	A team of staff whose main responsibility is to resolve and de-escalate situations without the need for physical force interventions.
CEO - Camp Erwin Owen	A Probation operated post dispositional commitment program.
CJCA - Council of Juvenile Correctional Administrators	A national nonprofit organization tasked with improving local juvenile correctional services, programs and practices.
CMS - Case Management System	
COI - Centers of Influence	Individuals, from all ranks, who are influential with other staff.
CPI - Crisis Prevention Institute	An international training organization that specializes in the safe management of disruptive and assaultive behavior.
DPO - Deputy Probation Officer	
DRA - Disability Rights Advocates	
DRC - Disability Rights of California	
DS - Duty Supervisor	A Probation staff, typically a Deputy Probation Officer III, who oversees facility operations during a particular shift.
DT - Defensive Tactics	Use of force techniques and skills taught to officers.
EBP - Evidence Based Practice/Program	A practice or program that has been shown through meta-analysis to produce a positive outcome.
EPR - Employee Performance Report	The County's prescribed method for supervisors to formally evaluate subordinate staff.

ERM - Executive Review Meeting	An existing regularly scheduled Probation meeting whose membership includes the Chief, both Deputy Chiefs and all the facility Managers. The purpose of the meeting is to review and discuss issues related to the facilities.
ERMHS - Education Related Mental Health Services	Mental Health services provided to students receiving special education services.
HR - Human Resources	
IEP - Individualized Education Plan	A written education plan designed to meet a child's learning needs.
Implementation Team	An evolution of the Investigative Team that was created to research recommendations and make site visits. This team includes representation from management, supervisors, DPOs, JCOs and agency partners
ISSP - Individualized Safety and Security Program	A program for youth who persistently engage in behavior that poses a safety risk to self or others. The purpose of individualized programming is to address the needs of the youth that are contributing to aggressive or emotionally dysregulated behavior.
JCO - Juvenile Corrections Officer	Youth supervision staff assigned to Kern Probation juvenile facilities.
JH - Juvenile Hall	
KCSOS - Kern County Superintendent of Schools	
MAYSI - Massachusetts Youth Screening Instrument	A brief screening instrument designed to identify potential mental health needs of adolescents involved in the juvenile justice system.
MDT - Multi-Disciplinary Team	
MHSP - Mental Health Special Program	A mental health practitioner led plan with specific information regarding youth supervision recommendations and expectations of Probation staff in dealing with youth who are in crisis or who are dealing with significant, self-destructive behaviors or ideations.
NYSAP - National Youth Screening and Assessment Partners	A technical assistance and research group, dedicated to helping juvenile justice programs identify youths' needs for behavioral health intervention and risk management.
OC - Oleoresin Capsicum	Chemical agent used by Probation as a force option. Commonly referred to as "pepper spray."
PACT - Positive Achievement Change Tool	The validated risk/needs assessment tool used by Probation to determine youth's level of risk to re-offend and to identify their top criminogenic needs.

RAP - Re-Entry, ADA and Programming	A newly formed unit for each facility to focus on the areas of re-entry, ADA and programming.
RBT - Reality Based Training	Live scenario training using role players and guided instruction intended to simulate actual events. Scenarios are pre-planned, and the training has direct instructor oversight. The goal is to provide constructive feedback to improve officer performance.
SCM - Special Cases Meeting	A collaborative weekly meeting held at each Probation facility where updates are given on youth who are on the Special Cases List. Youth can be on the Special Cases List for a variety of reasons, including security risks, mental health, ADA, education, behavioral and medical. Staff from behavioral health, KCSOS, medical, and Probation attend.
TIC - Trauma Informed Care	Involves a broad understanding of traumatic stress reactions and common responses to trauma.
UOF - Use of Force	Action taken by a peace officer to overcome physical resistance or affect an arrest.

Exhibit A – Oleoresin Capsicum Policy

1635.1 OLEORESIN CAPSICUM

POLICY

Oleoresin Capsicum (O.C.) is a chemical substance designed to render a person incapable of continuing an attack or violent resistance. All staff authorized to carry O.C. spray while on duty shall have completed a certified O.C. spray course and Penal Code 832 training. All staff shall have read, be familiar with, and follow Kern County Probation Department Administrative Manual, Articles 1706 and 1707.

Officers are only authorized to carry and use O.C. canisters approved and issued by the department. Three sizes of O.C. are available for use: the standard 1.5-ounce canister (MK-3), the high volume 16-ounce canister (MK-9) and the 3-ounce canister (Tactical Unit). The high volume (MK-9) O.C. spray is provided to designated staff to control a potentially dangerous group situation, riot, fight or combative person(s) posing an immediate threat to the safety of youth, department personnel, facility staff, or the security of the facility, or who is resistive to lawful control directives. The (Tactical Unit) O.C. spray is provided for use during room extractions that pose a threat to the safety and security of the youth and officers involved.

The policy of the Kern County Probation Department includes the following guidelines:

1. O.C. should only be used by authorized staff in defense of self or if there is an imminent threat to youth safety or the safety of others and in accordance with section 1635 of this manual. Youth safety does not include youth who are exhibiting self-harming behaviors.
2. O.C. should only be used after de-escalation efforts have been unsuccessful or are not reasonably possible.
3. Mere verbal threats of violence by youth do not, by themselves, justify the use of O.C. unless the use of O.C. is objectively reasonable based on the totality of the circumstances.
4. The application of O.C. shall not be continued once the youth has been subdued.
5. Under no circumstances shall youth be threatened with the use of O.C. spray. Making an announcement/warning of the potential use of O.C. spray during an incident that warrants its potential use is not considered threatening a youth.
6. Staff should be attentive to youth identified as having respiratory problems/diagnosis and should be aware of distress signs after O.C. application and during decontamination. Medical assessment and follow-up should address these issues and should be activated in any case of physical distress.
7. When possible, staff should also summon assistance by utilizing department radios, phones or other communication devices.
8. Youth in other locations of the facility may need to be secured to allow additional staff to respond, since assisting with youth affected by O.C. requires close supervision. Decontamination with Sudecon wipes or water shall be offered to the youth as soon as possible.

9. Post-incident, decontamination methods shall include youth being issued a Sudecon wipe, allowed to shower for a minimum of 20 minutes unless they self-terminate, and being issued clean clothing and bedding. The beginning and ending times of the decontamination showers shall be documented in the Special Incident Report.

10. Youth exposed to O.C. shall not be left unattended until the youth is fully decontaminated or is no longer suffering the effects of O.C. Direct visual supervision is required.

11. All staff authorized to carry O.C. spray will carry at minimum the MK-3 canister during their shift.

MK-9 O.C. spray canisters will be assigned to Juvenile Hall and designated as follows:

1. A canister will be assigned to each unit in Juvenile Hall. The Juvenile Corrections Officer who is in control of the majority of the group will be designated to carry the MK-9.

2. One canister will be assigned to the Operations Office and will be available to all Deputy Probation Officer III's/Duty Supervisors on duty.

Tactical Unit O.C. spray will be assigned to Juvenile Hall and designated as follows:

1. A canister will be assigned to each wing in Juvenile Hall. The canister will remain in the unit office until authorized for use in a room extraction (refer to extraction policy, section 1635.2, regarding use of Tactical Unit O.C.).

Reporting:

All incidents involving O.C. spray will be reported immediately to the Deputy Probation Officer III/Duty Supervisor and facility administration. Special Incident Reports and O.C. Application Reports will be completed by involved staff before leaving their shift. The Deputy Probation Officer III/Duty Supervisor who is on duty the following shift after a use of O.C. Spray shall review and evaluate the available reports and sign the Probation Facilities O.C. Application Report.

Storage and Maintenance Requirements for Chemical Agents:

All chemical agents/Oleoresin Capsicum canisters not currently in use (new and used) are stored securely in the office of the Juvenile Hall Administrative Liaison. A log will be maintained to account for canisters issued to the units and each unit will account for canisters each shift as part of their security checks.