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ENDORSED
FILED
San Francisco County Superior Court

OCT 9 1993

ALAN M. CARLSON, Clerk
BY: DEBORAH L. GREEN
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO

RONAYNE SHAW and MICHAEL SHAW,
residents and taxpayers of the
City and County of San Francisco,

Plaintiffs,

v.

CITY AND COUNTY OF SAN FRANCISCO,
a local governmental entity;
FRED JORDAN, Chief Juvenile
Probation Officer; NEHEMIAH
MEAD, Director of the Juvenile
Hall; SAN FRANCISCO JUVENILE
PROBATION COMMISSION, a local
governmental agency; SAN
FRANCISCO UNIFIED SCHOOL DISTRICT,
a local public school district;
and DOES 1 through 20,

Defendants,

No: 915763

SETTLEMENT AGREEMENT

Plaintiffs are taxpayers and residents of the City and County of San Francisco. They bring this action pursuant to CCP Section 526(a) regarding conditions, policies and practices in the San Francisco Juvenile Hall. Defendants are responsible for the administration and operation of the Juvenile Hall.

1 In their complaint, plaintiffs alleged that defendants
2 operate the Juvenile Hall in violation of the California
3 Constitution, the United States Constitution, and the Education
4 of the Handicapped Act, 20 U.S.C. Section 1401 et seq. (now the
5 Individuals with Disabilities Education Act (IDEA)), and its
6 implementing regulations at 34 C.F.R. Section 300 et seq.
7 Plaintiffs alleged numerous deficiencies in the conditions,
8 policies, and practices in the Juvenile Hall, including
9 deficiencies in the physical plant, fire safety, availability of
10 clean clothing, food, educational services, availability of
11 outdoor recreation, programming and activities, disciplinary
12 policies, staffing and training, mental health services,
13 grievance procedure, and visitation at the Juvenile Hall, and the
14 use of unnecessary and excessive force on youth confined in the
15 facility (hereinafter, "detained youth") by Juvenile Hall
16 counselors.

17 The defendants denied the material allegations of the
18 Complaint. Defendants do not admit to any improper, wrongful, or
19 illegal acts by entering into this settlement agreement.

20 In settlement of this action, the parties, by and through
21 their undersigned attorneys, HEREBY STIPULATE AND AGREE:

22 1. The defendants will maintain a preventative
23 maintenance program which covers all operable equipment and
24 building systems, including plumbing systems, electrical systems,
25 ventilation systems, and fire alarm and detection systems. The
26 defendants will maintain the shower areas of the living units in
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1 a condition that is free of soap scum and mildew and adequately
2 ventilated. The defendants will maintain the food service
3 operation in the Juvenile Hall in a clean, sanitary and
4 vermin-free condition and in compliance with the minimum
5 standards established by California law. The defendants will
6 clean and sanitize mattresses each time they are used by
7 different detained youth.

8 2. The defendants will provide extra blankets or clothing
9 for youth detained in rooms that are unusually cold.

10 3. The defendants will maintain the plumbing in the
11 Juvenile Hall in working condition so that it does not back up.
12 In the event that plumbing does back up, the defendants will take
13 immediate action to correct the plumbing problem.

14 4. The defendants will maintain adequate ventilation in
15 the living units.

16 5. The defendants will ensure that the level of fire
17 safety at the Juvenile Hall is reasonable and adequate and will
18 maintain the Juvenile Hall in a condition that satisfies all
19 applicable fire and life safety laws and standards. Without
20 limiting the scope of the defendants' obligations under this
21 paragraph, defendants specifically agree to correct the
22 deficiencies noted in the Fire and Life Safety Inspection Report
23 dated January 28, 1992, prepared by Insp. Milton Yuen; to
24 diligently complete the fire safety improvement project now in
25 process at the Juvenile Hall; to provide adequate fire safety
26 training to all staff members; to continue to have at least one
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1 staff member at the Juvenile Hall who satisfies the training
2 standards established by the State Fire Marshall; to conduct and
3 document fire drills; to complete installation and maintain an
4 emergency power system; to maintain illuminated fire exit signs
5 where required by law; and to conduct routine tests and
6 inspections at the Juvenile Hall to ensure that the fire safety
7 system is in good working order at all times.

8 6. The defendants will provide detained youth with clean
9 underwear daily and clean outer clothing twice weekly.

10 7. The defendants will maintain an adequate program for
11 detection and treatment of lice and similar infestations.

12 8. The defendants will provide to detained youth food
13 that is nutritionally adequate and of sufficient quantity for
14 adolescents. The defendants will provide snacks for detained
15 youth in the evenings and at such other times as the defendants
16 determine to be appropriate. The defendants will not permit
17 Juvenile Hall staff to eat food brought to detained youth by
18 family members.

19 9. The defendants will provide an appropriate education
20 for children with disabilities pursuant to the Individuals with
21 Disabilities Education Act (IDEA), 20 U.S.C. Section 1401 et
22 seq., and the California Education Code. The defendants will
23 conduct adequate identification and screening of detained youth
24 who are in need of special education services. The defendants
25 will conduct an assessment of detained youth in need of special
26 education services in order to develop an Individualized

1 Education Program (I.E.P.) that complies with the IDEA and
2 California law. Additionally, defendants will provide special
3 education instruction and related services in the amount and type
4 determined by the detained youth's I.E.P. The defendants will
5 also ensure that there are adequate and appropriate numbers of
6 qualified staff to provide special education and related services
7 to detained youth.

8 10. The defendants will allow all youth detained in the
9 Juvenile Hall to have outdoor recreation for at least one hour
10 each day unless the weather is inclement or a majority of youth
11 on the unit request that the recreation occur in the gym. Such a
12 request will be documented in the unit log. No youth on
13 discipline will be denied at least one hour of outdoor recreation
14 each day unless weather is inclement or he or she requests to
15 have recreation in the gym. Such a request will be documented in
16 the unit log. In no case will detained youth get less than five
17 hours per week of outdoor recreation unless weather is
18 inclement. The defendants will not deny youth outdoor recreation
19 because of staff absenteeism, staff shortages, or children's
20 disciplinary status.

21 11. The defendants will provide detained youth in all
22 living units with regular programs and activities in addition to
23 school classes, indoor recreation, and watching television. The
24 programs and activities will be available to detained youth in the
25 afternoons (i.e., after school), in the evenings, and on weekends.

26 12. The defendants will maintain a disciplinary policy in
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1 the Juvenile Hall that clearly sets forth prohibited behaviors
2 and the potential consequences to detained youth for engaging in
3 such behaviors. The disciplinary policy will provide for written
4 notice to detained youth of charges against them prior to the
5 hearing, a hearing before an impartial hearing officer who was
6 not involved in the incident, the opportunity for detained youth
7 to call witnesses at the hearing and submit documentary evidence
8 on their behalf, the opportunity for detained youth to confront
9 and cross-examine witnesses against them, the opportunity for
10 detained youth to receive assistance at the hearing from Juvenile
11 Hall staff, a written statement of the evidence relied upon and
12 the reasons for any disciplinary action taken, and a process for
13 appealing the decision of the hearing officer. The disciplinary
14 policy will be posted in all of the living units in the Juvenile
15 Hall.

16 13. The defendants will not confine any detained youth in
17 his or her room longer than two hours unless the shift Supervisor
18 or Officer of the day personally meets with the youth and
19 assesses the need for continued room confinement. The defendants
20 will not confine any detained youth in his or her room longer
21 than four hours per day without providing the youth with the due
22 process protections contained in the disciplinary policy and
23 described in paragraph 12 above.

24 14. The defendants will provide training at least twice
25 annually to all custodial, forensic, supervisory, and
26 administrative staff at the Juvenile Hall on approved methods for
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1 management of assaultive behavior. The defendants will test all
2 staff at least once annually on their competency in management of
3 assaultive behavior. Any staff member who does not demonstrate
4 such competency will not have responsibility for the custody or
5 care of detained youth in the Juvenile Hall.

6 15. The defendants will prohibit the use of unnecessary
7 or excessive force on detained youth by Juvenile Hall staff.
8 Defendants will investigate all complaints by detained youth,
9 medical or mental health staff, custodial staff, or other persons
10 regarding use of unnecessary or excessive force on detained
11 youth. If, on the basis of such investigation, there is a
12 reasonable suspicion that unnecessary or excessive force was
13 used, the defendants will refer the matter to child protective
14 services.

15 16. The defendants will provide training at least twice
16 annually to all custodial, forensic, supervisory, and
17 administrative staff at the Juvenile Hall on crisis intervention,
18 de-escalation of conflict situations, handling anger and rage,
19 and dispute resolution. The defendants will test all staff at
20 least once annually on their competency in crisis intervention,
21 de-escalation of conflict situations, handling anger and rage,
22 and dispute resolution methods. Any staff member who does not
23 demonstrate such competency will not have responsibility for the
24 custody or care of detained youth in the Juvenile Hall.

25 17. The defendants will not permit Juvenile Hall staff to
26 use leg-shackles, strait-jackets, four-point restraints, or any
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1 other type of mechanical or chemical restraints (including mace)
2 on detained youth at the Juvenile Hall for any purpose. This
3 provision does not prohibit Juvenile Hall staff from using
4 handcuffs to temporarily restrain a detained youth who is
5 physically out of control and violent for the sole purpose of
6 moving the youth out of the area to his or her room. As soon as
7 the youth is in his or her room, staff will remove the
8 handcuffs. However, if the youth continues to be violent and a
9 danger to himself or others, staff may leave the handcuffs on if
10 one staff member remains in the room or just outside the door
11 with the youth under constant watch, and a member of the mental
12 health staff is immediately called. If within the next twenty
13 minutes the youth remains out-of-control and a danger to himself
14 or others, staff members will replace the metal handcuffs with
15 leather cuffs at the direction, under the supervision, and with
16 continued direct monitoring of a member of the mental health
17 staff. The leather restraints shall be removed as soon as the
18 minor no longer presents a threat to himself or others. All
19 incidents requiring this procedure shall be documented in a
20 detailed manner. This provision does not prohibit Juvenile Hall
21 or Juvenile Probation staff from using handcuffs while
22 transporting a youth from the Juvenile Hall to a location outside
23 the facility, including the administration buliding.

24 18. The defendants will employ sufficient numbers of
25 adequately-trained custodial, supervisory, and forensic services
26 staff at the Juvenile Hall to ensure the safety, custody, and
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1 humane care of detained youth. The defendants will ensure that
2 detained youth are not denied health or mental health care,
3 reasonable use of the telephone, visitation, access to counsel,
4 education, outdoor exercise, indoor exercise, recreation,
5 programming or activities, disciplinary due process, or grievance
6 procedures because of insufficient numbers of adequately trained
7 staff at the Juvenile Hall. "On-call" staff will receive the
8 training and competency testing described in paragraphs 14 and 16
9 above before working in any living unit in the Juvenile Hall.

10 19. The defendants will provide detained youth in the
11 living units who do not have toilets in their individual rooms
12 with access to toilets within five minutes of the time they make
13 requests to use the toilets.

14 20. The defendants will maintain a grievance procedure in
15 the Juvenile Hall that provides notice to detained youth of the
16 procedure, access to complaint forms, confidentiality of
17 information contained in complaints, protection of detained youth
18 from retaliation by staff for filing complaints, investigation of
19 complaints, written notice to detained youth of the results of
20 the investigation, and an opportunity to appeal the results of
21 the investigation. The grievance policy will be posted in all of
22 the living units in the Juvenile Hall.

23 21. The defendants will allow detained youth to have
24 visitation at least 45 minutes each day and at least two hours on
25 Saturday or Sunday.

26 22. The defendants will not require two detained youth to
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1 sleep in one room on the living units in the Juvenile Hall unless
2 it is recommended by forensic staff for the safety of the youth
3 or there is a request by a youth for a roommate. In either case
4 it shall be documented and plaintiffs' attorneys shall be
5 notified.

6 23. The defendants will provide each child admitted to
7 the Juvenile Hall with a Youth Handbook that describes the
8 operations and rules of the Juvenile Hall, including policies and
9 procedures regarding health and mental health care, mail,
10 telephone calls, visitation, access to counsel, education, indoor
11 and outdoor exercise, recreation, programming and activities,
12 religious services, fire safety, clothing and personal items,
13 room confinement for out-of-control youth, discipline for
14 misbehavior, and grievances. In addition, staff will verbally
15 explain the operations and rules of the Juvenile Hall to each
16 child admitted to the Juvenile Hall. For children who do not
17 speak English, the defendants will provide Youth Handbooks and/or
18 verbal explanations of operations and rules of the Juvenile Hall
19 in the youth's native language.

20 24. The defendants will provide each defense attorney
21 representing youth detained at the Juvenile Hall with a copy of
22 this Settlement Agreement and will provide a list of the items
23 pertaining to youths' rights outlined in this Settlement
24 Agreement (without referring specifically to this Settlement
25 Agreement) in the Youth Handbook. The Youth Handbook will also
26 inform youth to either file a grievance, inform supervisory
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1 staff, or to contact their attorney if they feel there has been a
2 violation of their rights under the provisions outlined in the
3 Youth Handbook.

4 25. Plaintiffs' attorneys are entitled to reasonable
5 attorney's fee and costs in this matter, to be negotiated between
6 the parties. However, if the parties are unable to reach an
7 agreement on the amount of fees and costs, plaintiffs may bring a
8 motion before the court for determination of the fees and costs
9 to be awarded.

10 26. From the time this Settlement Agreement is approved
11 by the court until two years after that date, the defendants will
12 allow plaintiffs' counsel and their consultants to monitor
13 defendants' compliance with the terms of this Settlement
14 Agreement by inspections of the Juvenile Hall (including
15 unannounced visits, so long as they do not disrupt the operations
16 of the Juvenile Hall) reviewing any relevant reports, logs,
17 memoranda, policies, procedures, training material, or other
18 relevant documents, and by interviewing the defendants, detained
19 youth, Juvenile Hall staff, Juvenile Hall administrators,
20 consultants to the defendants, or any other individuals with
21 relevant information.

22 27. From the time of the approval of this Settlement
23 Agreement until two years after that date, if defendants fail to
24 comply with any provision of this agreement plaintiffs' counsel
25 will provide written notice to defendants' counsel of the alleged
26 violation(s) of this agreement. Within thirty days after receipt

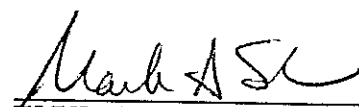
1 of such written notification, defendants' counsel will notify
2 plaintiffs' counsel of the results of any investigation regarding
3 the alleged violation(s) and of any action(s) defendants have
4 taken or intend to take in response to the alleged violation(s).
5 Thereafter, the parties shall negotiate in good faith in an
6 effort to resolve any remaining disputes. If the parties are
7 unable to resolve the remaining disputes, plaintiffs may move the
8 court for an order for relief based upon the allegations in the
9 complaint. Plaintiffs may not, however, bring any action or file
10 any motion to enforce the terms or extend the time of this
11 Settlement Agreement, and the agreement shall confer no authority
12 on any court to provide any remedy for any violation of this
13 Settlement Agreement. If the parties, at any time within the
14 next three years, resume litigation of the complaint, this
15 Settlement Agreement may not be introduced into evidence.

16 28. In consideration of the foregoing, two years after
17 the date the Settlement Agreement is approved by the court, the
18 parties will jointly move for dismissal of this case with
19 prejudice. If plaintiffs' counsel believe that the defendants
20 are not in compliance with any provision of this Settlement
21 Agreement, they may elect not to dismiss the lawsuit with respect
22 to the conditions not in compliance with such provision and may
23 negotiate a further agreement regarding such provision or proceed
24 to trial as expeditiously as possible. This Settlement Agreement
25 shall constitute a stipulation for extension of time for trial


1 under CCP Section 583.330. The time for trial shall be extended
2 to a date three years from the date this Settlement Agreement is
3 approved by the court.

4 29. The remedies set forth in paragraphs 27 and 28 shall
5 be plaintiffs' sole legal remedies for noncompliance by the
6 defendants with this Settlement Agreement.

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8 Date: September 28, 1993

9 
MARK I SOLER

Youth Law Center

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11 
JAMES R. BELL

Youth Law Center

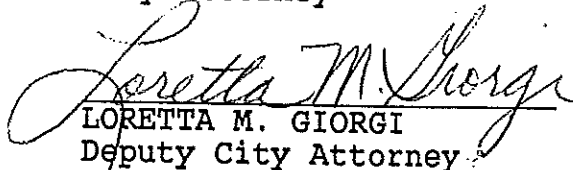
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BRUCE W. LAIDLAW

Landels, Ripley & Diamond

Attorneys for Plaintiffs

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17 DATE: September 21, 1993

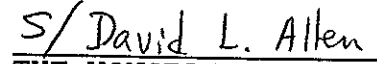
18 LOUISE H. RENNE,
City Attorney

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20 
LORETTA M. GIORGI

Deputy City Attorney

Attorneys for Defendants

21
22
23 DATE: 10/4/93

24 
S/ David L. Allen

THE HONORABLE DAVID ALLEN
Superior Court Judge

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1 AUTHORIZATION FOR SETTLEMENT OF THE LITIGATION OF MICHAEL AND
 2 RONAYNE SHAW V. CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL
 3 CORPORATION; FRED JORDAN, CHIEF JUVENILE PROBATION OFFICER;
 4 NEHEMIAH MEAD, DIRECTOR OF THE JUVENILE HALL; SAN FRANCISCO
 5 JUVENILE PROBATION COMMISSION; SAN FRANCISCO UNIFIED SCHOOL
 6 DISTRICT, A LOCAL PUBLIC SCHOOL DISTRICT, AND DOES 1 THROUGH 20
 7 INCLUSIVE, INCLUDING PAYMENT OF ATTORNEY'S FEE AND COSTS IN THE
 8 AMOUNT OF \$344,930.00.

9 Be it ordained by the People of the City and County of San
 10 Francisco:

11 Section 1. The City Attorney is hereby authorized to
 12 settle the action entitled "MICHAEL AND RONAYNE SHAW V. CITY AND
 13 COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION; FRED JORDAN,
 14 CHIEF JUVENILE PROBATION OFFICER; NEHEMIAH MEAD, DIRECTOR OF THE
 15 JUVENILE HALL, SAN FRANCISCO JUVENILE PROBATION COMMISSION; SAN
 16 FRANCISCO UNIFIED SCHOOL DISTRICT, A LOCAL PUBLIC SCHOOL
 17 DISTRICT; DOES 1 THROUGH 20, INCLUSIVE", San Francisco Superior
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BOARD OF SUPERVISORS

1 Court No. 915-763, and further authorizes the payment of
 2 attorneys fees and costs to plaintiffs' counsel in the amount of
 3 \$344,930.00.

4 APPROVED AS TO FORM
 5 AND RECOMMENDED:

6 LOUISE H. RENNE
 7 City Attorney

8 *Loretta M. Giorgi*
 9 LORETTA M. GIORGI
 10 Deputy City Attorney

11 RECOMMENDED:

12 SAN FRANCISCO JUVENILE
 13 PROBATION DEPARTMENT

14 *Fred Jordan*
 15 FRED JORDAN

16 SAN FRANCISCO UNIFIED
 17 SCHOOL DISTRICT

18 *Waldemar Rojas*
 19 WALDEMAR ROJAS

20 APPROVED:

21 SAN FRANCISCO JUVENILE
 22 PROBATION COMMISSION

23 *Michael P. Gray*
 24 MICHAEL P. GRAY
 25 PRESIDENT

SAN FRANCISCO BOARD OF
 EDUCATION

David L. ...
 PRESIDENT

FUNDS AVAILABLE:

John W. ...
 CONTROLLER

01 001 97 09 12 JUN 11 1993
 309765 1450 \$344,930.00

BOARD OF SUPERVISORS

Board of Supervisors, San Francisco

Passed for Second Reading § Finally Passed
August 23, 1993 § August 30, 1993

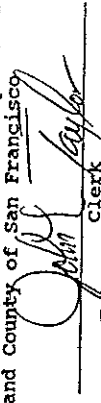
Ayes: Supervisors Alioto Bierman §
Hallinan Hsieh Kaufman Kennedy §
Maher §

Ayes: Supervisors Alioto Bierman §
Conroy Hallinan Kaufman Maher §
Shelley §

Absent: Supervisors Conroy Leal §
Migden Shelley §

Absent: Supervisors Hsieh Kennedy §
Leal Migden §

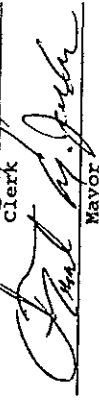
I hereby certify that the foregoing ordinance
was finally passed by the Board of Supervisors
of the City and County of San Francisco


Clerk

File No.
45-93-51

SEP 10 1993

Date Approved


Mayor