

**SUMMARY OF THE AGREEMENT TO ADDRESS UNCONSTITUTIONAL
YOUTH ARREST AND PROBATION PRACTICES IN MERIDIAN, MISSISSIPPI**

United States Department of Justice, Civil Rights Division

In 2012, the Department of Justice (DOJ) filed a lawsuit against the City of Meridian, the state of Mississippi, Lauderdale County Youth Court, and the Youth Court Judges, alleging systematic violations of youths' due process rights, in the matter of United States v. City of Meridian, et al. As of September, 2015, the State of Mississippi and the City of Meridian had agreed to resolve the litigation against them and that agreement was awaiting court approval. This fact sheet summarizes the proposed agreement. DOJ's allegations that Lauderdale County and the Lauderdale County Youth Court Judges failed to provide basic due process protections for children had not been resolved, and remain in litigation as of September, 2015.

The Agreement provides for *Due Process reforms*, including requirements that the Mississippi Division of Youth Services:

Provide youth with notice using youth-appropriate language at the initial meeting regarding the youth services process, the potential consequences for violating the probation contract, and an explanation of the probation review and revocation process.

Inquire into an individual youth's ability to understand the probation process and ensure that this process is explained in youth-appropriate language.

Set a fixed meeting schedule at a youth's initial meeting for all subsequent probation meetings, notify the youth's counsel of the meeting schedule, and make best efforts to reschedule a probation meeting should the youth request the presence of counsel who is unavailable.

Adopt or revise policies and practices to ensure that youth's probation status is adequately reviewed by Youth Services Counselors.

Ensure that conditions of probation are written in simple terms that are easily understandable to youth and prevent arbitrary and discriminatory enforcement. Probation contracts must include a clear explanation of a youth's rights and how the youth can satisfy the mandatory school attendance requirement while on probation.

The Agreement provides for *search and seizure reforms*, including requirements that the Meridian Police Department:

Conduct school-based arrests of juveniles only if officers have probable cause to believe that a juvenile has committed a felony, a criminal offense that involves a real and immediate threat, a misdemeanor or other indictable offense occurs in the officer's presence, or a judicial warrant or custody order specifically directs the arrest of a student in a school.

Avoid executing a judicial warrant at a school. A felony warrant may be executed at a school when it is not practical to conduct the arrest at alternative locations.

Document in sufficient detail the basis for any school-based arrest, including any factors that justify arresting the youth at school and factors that support a determination of probable cause.

While the Agreement does not resolve the Department's claim that Lauderdale County and Lauderdale County Youth Court Judges deprive children of basic due process, the Department found the following specific *due process violations* and intends to continue pursuing these claims in litigation:

Failure to provide a fair and reliable determination of probable cause before or promptly after arrest. *Gerstein v. Pugh*, 420 U.S. 103, 124-5 (1974). Detention hearings do not include probable cause determinations and do not meet the federal 48 hour standard, as Lauderdale County holds all juvenile hearings only on Tuesdays and Thursdays, resulting in significant extensions of "temporary" incarceration.

Failure to meaningfully meet *Gault's* proscription. *In re Gault*, 387 U.S. 1 (1967). Children report that they are not always appointed an attorney for detention or adjudication hearings, and that the public defender who is appointed pursuant to a contract with the Youth Court does not provide meaningful or effective representation.

If you have questions about this Agreement or questions about how to use it to strengthen work in your community, please contact NJDC at 202.452.0010.