



U.S. Department of Justice

Civil Rights Division

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*Special Litigation Section - PHB  
950 Pennsylvania Ave, NW  
Washington DC 20530*

August 2, 2018

Kathryn W. Pascover, Shelby County Attorney  
John Marshall Jones, Assistant County Attorney  
160 North Main Street  
Suite 950  
Memphis, TN 38103

Dear Ms. Pascover and Mr. Jones:

This letter is in response to the request for partial termination of specific provisions of the Memorandum of Agreement Regarding the Juvenile Court of Memphis and Shelby County ("Agreement"), in your letter, dated June 29, 2018. The request for full termination of the Agreement remains under consideration. By separate letter sent today, Acting Assistant Attorney General John Gore has invited you and your clients to meet in Washington, D.C., at a mutually agreeable time to discuss a path to bringing the remainder of the Agreement to a fair, appropriate, and timely resolution.

The Agreement provides that subsections of the Agreement may be terminated, separately and independently, when the County, Juvenile Court, and Sheriff's Office maintain substantial compliance with those subsections for a period of one year. Agreement ¶ VII.B.3.

We recognize and appreciate Shelby County's continuing work toward sustained substantial compliance with the Agreement. Accordingly, we are pleased to agree with your requests to terminate the following 14 provisions:

- (1) Public Defender Office will have reasonable workloads and sufficient resources:  
III.A.I(e)(i)(c)
- (2) Detention Facility shall analyze methods used by staff to control children who pose danger to self or others III.C.1(b)
- (3) Detention Facility shall promptly and thoroughly document incidents:  
III.C. 1 (c)(iv)
- (4) Before resorting to physical force, detention center staff shall use and exhaust hierarchy of pro-active, non-physical alternatives: III.C.1 (c)(v)
- (5) Detention Center staff shall document in Child's file all attempts at non-physical alternatives to physical use of force; III.C.1 (c)(vi)
- (6) Sheriff's Office leadership will hold staff accountable for excessive and unpermitted uses of force: III.C.1 (c)(vii)

- (7) Detention Center staff will ensure that children subject to physical force or restraint are immediately evaluated by medical staff: III.C.1 (c)(viii)
- (8) Require mandatory reporting of child abuse pursuant to Tennessee statute: III.C.1(c)(ix)
- (9) Prohibit routine use of isolation for children on suicide precautions and document any use of isolation authorized by QMHP: III.C.2.(e)
- (10) Juvenile Court will identify staffing needs to collect, evaluate and report DMC data: III.B.1.(c)
- (11) Juvenile Court staff will receive training on a variety of DMC-related topics: III.B.4.(a)
- (12) Juvenile Court's community outreach program shall require at least one open meeting every six months for the first three years of the agreement, and at least one meeting annually thereafter: IV.B
- (13) At community outreach meetings, Juvenile Court will include summaries of reports completed pursuant to this Agreement: IV.C
- (14) Juvenile Court will create a data dashboard communicating its compliance with the provisions of this Agreement that is available on a publicly accessible website: IV.E

In addition, our review identified other provisions, not included in your request for partial termination, where compliance has been successfully achieved and sustained for 12 months. We are therefore proceeding to terminate the following six subparagraphs:

- (1) The Juvenile Court will appoint juvenile defenders to represent youth at detention and probable cause hearings as soon as possible: III.A.I(e)(ii)(a)
- (2) Detention center policies and procedures shall require communication between direct care and mental health staff regarding children on suicide precautions: III.C.2.(a)(iii)
- (3) Detention center policies and procedures shall require suicide risk assessments by a qualified mental health professional: III.C.2.(a)(iv)
- (4) Detention center policies and procedures shall require housing and supervision requirements for youth on suicide precautions, including minimal intervals of supervision and documentation: III.C.2(a)(v)
- (5) Detention center policies and procedures shall require annual in-service training including mock suicide attempt drills and instruction in the use of emergency equipment: III.C.2.(a)(viii)
- (6) Detention center policies and procedures shall require regular assessments of the physical plant to address potential suicide risks: III.C.2.(a)(x)

We commend Shelby County for its steady progress in achieving sustained substantial compliance, leading to termination of numerous Agreement provisions. If you have any questions regarding this letter, please feel free to contact Winsome G. Gayle, Special Counsel, at 202-305-4164.

Sincerely,



Steven H. Rosenbaum  
Chief  
Special Litigation Section