

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

United States of America,)
)
 Plaintiff,)
)
 v.)
)
 City of Meridian; County of Lauderdale; Judge)
 Frank Coleman, in his official capacity; Judge)
 Veldore Young, in her official capacity; State)
 of Mississippi; Mississippi Department of)
 Human Services; and Mississippi Division of)
 Youth Services)
)
 Defendants.)
 _____)

Civil Action No.
3:13-CV-978-HTW-LRA
SETTLEMENT AGREEMENT

I. INTRODUCTION

- A. This Settlement Agreement (“Agreement”) is entered into by the United States of America through the Department of Justice (“United States”) and the City of Meridian (collectively, the “Parties”) to address the administration of juvenile justice for Children arrested in Meridian schools.
- B. On December 1, 2011, the United States opened an investigation into the administration of juvenile justice in Lauderdale County, Mississippi pursuant to the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. § 14141 (“Section 14141”).
- C. On October 24, 2012, the United States filed a complaint against the City of Meridian, the Lauderdale County Youth Court Judges, Lauderdale County, and the State of Mississippi alleging violations of the substantive and procedural due process rights afforded to youth who appear in Lauderdale County Youth Court.
- D. The City of Meridian and the United States share the same interest in protecting the constitutional rights of Lauderdale County youth and have worked together cooperatively to develop this Settlement Agreement.
- E. This Agreement shall constitute the entire integrated agreement of the Parties. With the exception of the Letter of Findings, no prior contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in an enforcement proceeding.

- F. This Settlement Agreement is executed in connection with the compromise and settlement of disputed claims in the Plaintiff's lawsuit. The parties understand that by entering into this Settlement Agreement the City does not admit legal liability of any sort, and it continues to dispute any legal liability in this matter.

II. DEFINITIONS

- A. "Child" and "youth" and "juvenile" are synonymous and refer to all persons subject to the jurisdiction of the Lauderdale County Youth Court, as set forth in Miss. Code Ann. § 43-21-151, including all persons under the age of 18 taken into custody by a law enforcement officer.
- B. "Court" refers to the United States District Court for the Southern District of Mississippi.
- C. "DOJ" or "United States" means the United States Department of Justice, which represents the United States in this matter.
- D. "Effective Date" means the date that this Settlement Agreement is approved and entered by the Court.
- E. "Guardian" refers to a parent, legal guardian or other responsible family member of the youth.
- F. "Include" or "Including" means "include, but not limited to" or "including, but not limited to."
- G. "Judge," "Judges," "Youth Court Judge," "Youth Court Judges," or "Youth Court" means the Judges of the Lauderdale County Youth Court.
- H. "Miranda rights" means the rights that protect a Child against self-incrimination as guaranteed by *Miranda v. Arizona*, 384 U.S. 436 (1966).
- I. "MPSD/EOS Agreement" refers to the Consent Order entered between the United States and the Meridian Municipal Separate School District in the matter *Barnhardt et al. v. Meridian Municipal Separate School District, et al.*, 4:65-cv-01300-HTW-LRA 1300(E) on May 30, 2013 (Dkt. 36).
- J. "Personally Identifiable" and/or "Confidential Information" means information that can be used to distinguish or trace a Child's identity, either alone or with other personal or identifying information. Covered information may include records maintained by the Youth Court, an educational institution or agency, a law enforcement agency or other governmental agency or a provider of services to youth and their families that contain identifying information, such as the individual's name, social security number, birth date, home or cellular telephone number, home

address, parent's name, medical history, educational history, or health status or other information that the Parties agree should be deemed confidential.

- K. "Police Independent Auditor" or "Independent Auditor" means an expert jointly selected by the Parties to assess compliance with this Agreement.
- L. "Policies and Procedures" means the guiding principles or processes that staff are required to follow. For the purposes of this Agreement, policies and procedures shall include Lauderdale County Youth Court rules, manuals, and administrative directives.
- M. "Referral" shall mean any request for law enforcement action by the Meridian Public School District.
- N. "School-Based Arrest" means an arrest of a student on property controlled by the Meridian Public School District while the student is attending school. This definition includes the arrest of students at school programs or events and the arrest of juveniles being transported to and from school on buses controlled by the Meridian Public School District. This definition does not include the arrest of juveniles at events that are advertised to the general public or involve students from other school districts.
- O. "Shall" means that the provision imposes a mandatory duty.
- P. "Staff" means all individuals employed by the City who are involved in the implementation of this Agreement.
- Q. Throughout this Agreement, the following terms are used when discussing compliance: substantial compliance, partial compliance, and non-compliance. "Non compliance" means that the City has made no notable progress in achieving compliance on any of the key components of the provision. "Beginning compliance" means that the City has made notable progress in achieving compliance with a few, but less than half, of the key components of the provision. "Partial compliance" indicates that the City has made notable progress in achieving compliance with the key components of the provision, but substantial work remains. "Substantial Compliance" indicates that the City has met or achieved all or nearly all the components of a particular provision. The Police Independent Auditor selected to evaluate the City's compliance may further refine the definition of compliance with the consent of both Parties.
- R. "Train" means to instruct in the skills addressed to a level that the trainee has the demonstrated proficiency to implement those skills as, and when, called for in the training. "Trained" means to have achieved such proficiency.

III. SUBSTANTIVE REMEDIAL MEASURES

A. School Arrests and Probable Cause

1. Policy and Practices

- a. Within 90 days of the Effective Date, Meridian Police Department shall have adopted practices, policies, procedures, and training consistent with the principles below:
 - (i) Officers shall only conduct school-based arrests of juveniles under the following circumstances:
 - a. Officers have probable cause, to the extent required by law, to believe that a juvenile has committed a felony; or
 - b. A criminal offense that involves a real and immediate threat to students, teachers, or public safety; or
 - c. A misdemeanor or other indictable offense occurs in the officer's presence, except for offenses identified in (iii)(a); or
 - d. A judicial warrant or custody order specifically directs the arrest of a student in a school.
 - (ii) Officers shall 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.
 - (iii) Officers shall not respond to requests for school-based arrests for behavior that is appropriately addressed as a school discipline issue, including incidents involving:
 - a. public order offenses including disorderly conduct, disruption of schools or public assembly, trespass, loitering, profanity, dress code violations, and fighting that does not involve serious physical injury or a weapon.
- b. Officers must 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:
 - (i) Officers must provide a *Miranda* warning as soon as a juvenile is placed in a situation where a youth, based on the youth's mental

and psychological maturity, would reasonably believe they are not free to leave.

- (ii) Officers must notify the juvenile's guardian of the arrest as soon as practicable, generally no more than three hours after the arrest. If a parent is not notified within three hours, the arresting officer must document, in writing, the reason for the delay.
- (iii) Officers shall only interview a detained youth in the presence of the juvenile's guardian or attorney.

2. Training

- a. Within six months of the Effective Date, Meridian Police Department shall provide officers with pre-service and annual in-service training regarding interactions with juveniles while on Meridian Public School District premises, including de-escalation techniques, conflict resolution, child and adolescent development, and age appropriate responses and bias-free policing.
- b. This training shall be conducted by qualified instructors.
- c. MPD shall provide roll call trainings regarding these policies as needed.
- d. MPD shall document that all officers have received the required training.

3. Civilian Complaints and Discipline

- a. Within six months of the Effective Date, MPD shall ensure that an effective process is in place to consider complaints regarding MPD conduct in the schools, including school-based arrests. MPD shall ensure that community members, including students and parents or guardians, have access to complaint forms to express concerns about MPD. To achieve this outcome, MPD shall ensure that complaint forms are available from the MPD and at City Hall, public libraries, and police stations. MPD shall also make the complaint form available on its website and work with the Meridian Public School District to make forms available at the schools.
- b. MPD shall specifically track complaints arising from school-based arrests.
- c. MPD shall routinely assess the need for improvements to its training based on these complaints.

- d. Officers who violate MPD's juvenile arrest policies shall be held accountable through the department's disciplinary system.
4. Data Collection
- a. MPD shall collect statistical data on the number of juveniles referred to the MPD by the Meridian Public School District and the number of arrests that arise out of behavior allegedly occurring in the Meridian public schools or at school events, including age, race, gender, and alleged misconduct.
 - b. This data shall be made public on the City's website on a semi-annual basis.
5. Coordination with Meridian Public School District Police Department
- a. Consistent with ¶92 of the MPSD/EOS Agreement, within 90 days of the effective date, the City shall seek a Memorandum of Understanding ("MOU") between the Meridian Public School District Police Department and the MPD that delineates authority and specifies procedures for effectuating arrests of students while on school grounds.

IV. COMMUNITY INPUT

- A. Within six months of the Effective Date, the City, in consultation with the Police Independent Auditor and the United States, shall develop and implement a community input program to keep the community informed about the progress of its reforms as outlined herein and to hear ongoing community questions and concerns regarding the implementation of this consent decree. The community input program shall include a process for receiving and responding to input from interested members of the community.
- B. The community input program shall require at least one open community meeting every six months for the duration of this Agreement. A representative for the City shall be required to attend the open meeting so long as this Agreement is in place. A representative for the United States will also attend. The open meetings shall inform the public about the requirements of this Agreement, the City's progress in each substantive area of the Agreement, and address community concerns related to the implementation of this agreement. The meetings shall be held in a location that is accessible to the public. At least one week before the open meetings, the City shall widely publicize the meetings using print media, radio, and the internet.
- C. The community meetings shall include summaries of the Action Plan and Compliance Reports required by this Agreement during the period prior to the meeting and any policy changes or other significant actions taken as a result of this Agreement. The City shall

make any written summary of policy changes or other significant actions taken as a result of this Agreement publicly available on a public website they create or maintain.

V. IMPLEMENTATION AND MONITORING

- A. Implementation.** The City shall begin implementing this Agreement immediately upon the Effective Date. If the City cannot fully implement the reforms required by this Agreement within the allotted time, the City shall notify the United States in writing. All training and reform attempts initiated following issuance of the Report of Findings, but before the Effective Date, shall be considered in the Police Independent Auditor's compliance assessment.
- B. Notification.** Within two weeks of the Effective Date, the City shall communicate the provisions set forth in this Agreement to officials, staff, agents, and independent contractors who are involved in the implementation of this Agreement.
- C. Protection of Personally Identifiable and/or Confidential Information.** The Parties agree to protect any personally identifiable and/or confidential information that is obtained in the course of implementing this Agreement. The Parties further agree to use their best efforts to ensure that the Police Independent Auditor protects any personally identifiable and/or confidential information that is obtained in the course of implementing this agreement.
1. All files and documents containing Personally Identifiable and/or Confidential Information, and any other materials containing Personally Identifiable and/or Confidential Information obtained during implementation of this agreement, shall be automatically treated as "Confidential" in accordance with the terms of this Order. Moreover, a party may choose to designate as "Confidential" any information that it has in good faith determined constitutes or contains Personally Identifiable and/or Confidential Information, and/or information that is subject to protection under the Privacy Act of 1974, 5 U.S.C. § 552a, Mississippi Code § 43-21-259 and § 43-21-261, or other applicable federal and/or state law.
 2. The Parties agree that any Personally Identifiable and/or Confidential Information may be made available only to the following:
 - a. Counsel for the Parties, as well as counsel's staff, law clerks, partners, associates, paralegals, secretaries, and stenographic personnel;
 - b. Experts and consultants retained by the Parties;
 - c. The Police Independent Auditor and his or her staff, partners, associates, secretaries, and stenographic personnel;

- d. The Court and its staff, law clerks, secretaries and stenographic personnel;
 - e. Any other person upon order of the Court or express agreement of the Parties.
3. Only the Parties, counsel for the Parties, the Police Independent Auditor, and individuals they expressly authorize to do so may make copies or create summaries of Personally Identifiable and/or Confidential Information.
 4. The Parties and their counsel agree that neither they nor their respective staffs, law clerks, associates, paralegals, secretaries, stenographic and support personnel, or other employees will use or disclose any Personally Identifiable and/or Confidential Information for any purpose other than for the implementation and enforcement of this and related actions. However, nothing in this Order shall be construed to restrict the Parties' or their counsel's use of Personally Identifiable and/or Confidential Information in the normal course of business, for example or as otherwise permitted pursuant to the Privacy Act of 1974 or other federal law.
 5. In any pleadings, motions, briefs, or exhibits filed with the Court containing Confidential Information, all Confidential Information shall be redacted in accordance with Fed. R. Civ. P. 5.2 and Local Civ. R. 5.2. Counsel for a party filing any documents containing redactions shall provide the other party with copies of the documents that do not contain redactions.
 6. Any personally identifiable information about any Child in the Police Independent Auditor's reports that is filed with the Court shall be obscured by pseudonym (but the identity of the Child will be known to the Parties and, at its discretion, the Court) or filed under seal.
 7. If the Parties expect to use Personally Identifiable and/or Confidential information in an evidentiary hearing or other proceeding open to the public, they will work with the Court to address the use of such information.
 8. The Parties will discuss and make their best efforts to reach agreement on how to guard against disclosure of Personally Identifiable and/or Confidential Information in connection with the Community Input provisions of this Agreement.
 9. In the event that the Parties receive a subpoena or other process or order to produce Personally Identifiable and/or Confidential Information, the Parties will comply with their standard operating procedures to defend against disclosure of Confidential Information to the fullest extent permitted by law and regulation. In the event that the Confidential Information is sought from the United States under the Freedom of Information Act, 5 U.S.C. § 522 *et seq.* (FOIA), the United States shall employ good faith efforts to ensure that Confidential Information is, to the fullest extent permitted by law, protected from disclosure under FOIA. If, despite good faith efforts, a party

is ordered to disclose Confidential Information and complies with that order, it shall not be deemed in violation of this Agreement.

- D. Police Independent Auditor.** Compliance with this Agreement shall be assessed by an Independent Auditor jointly selected by the Parties.
1. The United States and the City shall agree upon the Police Independent Auditor within sixty (60) days of the Effective Date. In the event the Parties are unable to agree on the Independent Auditor within 60 days, each party may submit to the Court, within 14 days thereafter, the names and curricula vitae of up to two individuals as candidates for the Police Independent Auditor position. The Parties will request that the Court select the Independent Auditor from among those nominated.
 2. The City shall bear all reasonable fees and costs related to the Police Independent Auditor.
 3. The Police Independent Auditor shall be permitted to initiate and receive *ex parte* communications with the Parties, the Court, and any other Independent Auditor responsible for monitoring an agreement executed to resolve this case.
 4. The Independent Auditor shall not make any oral or written public statements – including but not limited to statements to the press, conference presentations, lectures, or articles – with regard to: the status of the City’s compliance or noncompliance with this Agreement; any act or omission of the City or its agents, representatives or employees; or the terms of his/her employment as the Independent Auditor unless authorized by the Parties.
 5. The Independent Auditor shall not testify in any other litigation or proceeding with regard to the status of the City’s compliance or noncompliance with this Agreement; any act or omission of the City’s or its agents, representatives or employees; or the terms of his or her employment as the Independent Auditor, unless otherwise lawfully compelled to do so. The Independent Auditor may testify in this litigation concerning the City’s compliance or noncompliance with this Agreement.
 6. Unless such conflict is waived by the Parties, the Independent Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this Agreement or breach the highest ethical standards, including being retained (on a paid or unpaid basis) by any current or future litigant or claimant or such litigant’s or claimant’s attorney, in connection with a claim or suit against the City or their departments, officers, agents or employees concerning matters relevant to this Agreement.

7. Neither Party, nor any employee or agent of either Party, shall have any supervisory authority over the Independent Auditor's activities, reports, findings, or recommendations.
8. The Independent Auditor may be terminated if the Parties agree and upon good cause shown. Good cause shall include any violation of State or Federal law which reasonably calls into question the Independent Auditor's fitness to continue serving as Independent Auditor. In the event the Parties do not agree upon the need for termination, the Parties agree to work in good faith to resolve their differences.
9. Within 30 days of the receipt of written questions from the United States or the City regarding the Independent Auditor's activities in assessing compliance with this Agreement and/or the City's compliance with this Agreement, the Independent Auditor shall provide the United States or the City with written answers.

E. Police Independent Auditor's compliance reviews and access to the City and records. To assess the City's implementation of each substantive provision of this Agreement, the Independent Auditor will regularly conduct compliance reviews to ensure the City's implementation of this Agreement.

1. The first compliance review will be conducted within sixty (60) days of the Police Independent Auditor's appointment. Thereafter, routine compliance reviews will be conducted by the Independent Auditor every six months until this Agreement is terminated. Such routine compliance reviews will assess the City's compliance with each of the substantive remedial measures set forth above. The United States and the Independent Auditor shall consult with the City to schedule mutually acceptable dates for the compliance reviews.
2. The United States may determine that additional compliance reviews are necessary due to emergent issues concerning the City. Emergent issues include the following:
 - a. The Independent Auditor's report, or fact-finding by the United States, indicates a regression in the number of provisions in which the City is in substantial compliance with this Agreement;
 - b. The data produced pursuant to paragraph III.A.4 indicates a significant increase in the number of school-based arrests;
 - c. Members of the community express significant concerns about the City's compliance, demonstrated by a significant increase in the number of civilian complaint forms submitted regarding school-based arrests or oral

complaints at community input meetings found credible by the United States.

If the United States believes that such additional compliance reviews are necessary, the United States and the Independent Auditor shall consult with the City to schedule mutually acceptable dates for such additional compliance reviews.

3. At each compliance review, the Independent Auditor shall have the responsibility and authority to independently observe, assess, review, and report on the City's implementation and compliance with the provisions of this Agreement. To accurately assess the City's progress, the Police Independent Auditor shall: interview Meridian Police Department officers and personnel, pertinent administrators, professional staff, direct care staff, children who are in MPD custody, and contractors; and conduct detailed reviews of arrest records, complaint forms and any subsequent disciplinary action, or other pertinent documents. The Independent Auditor shall be responsible for independently verifying representations from the City regarding progress toward compliance, examining supporting documentation where applicable.
 4. The City shall grant the Independent Auditor full and complete access to the City's documents, records and premises, and to the City's officials, employees, agents and contractors whose responsibilities are affected by this Agreement. The City shall also allow the Independent Auditor access to Children whose detainment resulted from a school-based arrest, including the ability to meet privately with Children.
 5. The Independent Auditor shall file with the Parties a final report which describes the steps taken by the City to implement this Agreement, evaluates the extent to which the City has complied with each substantive provision of the Agreement, cites the evidence upon which such evaluation is based, and provides recommendations. The Independent Auditor's report should indicate whether the City is in "Substantial compliance," "Beginning compliance," "Partial compliance," or "Non-compliance" with each provision of the Agreement. Each report shall be provided to the Parties in draft form for comment within 30 days after each compliance review, and the Parties shall have 20 days after receipt of the draft report to comment on the report before it is finalized by the Independent Auditor. Neither Party, however, shall have authority over the Independent Auditor's report, findings, or recommendations. The Report shall be made publicly available on the City's website and the website of the United States.
 6. Once finalized, the Independent Auditor's report shall be filed with the Court.
- F. Annual Meeting Regarding the Continued Need for External Monitoring.** To preserve resources and to promote the efficient implementation of this Agreement, the

Parties shall meet on an annual basis regarding the possibility of transferring supervision of provisions of the agreement from external monitoring to monitoring by the United States with self-reporting by the City.

1. In each meeting, the Parties shall discuss the Independent Auditor's views regarding the status of the City's compliance with the provisions of the Agreement, and any additional information brought forth for discussion by the Parties.
2. The Parties' first annual meeting will occur 30 days after the Independent Auditor files his or her second report.
3. If the City has made significant progress in achieving compliance with the Settlement Agreement, but is not yet in substantial compliance, the United States shall consider transitioning the City from external monitoring to monitoring by the United States. The transfer from external monitoring shall only occur with the City's consent.
4. Should the City fail to continue making progress in achieving compliance with the Settlement Agreement or regress in their overall status of compliance, the United States may require that the City return to external monitoring. If the City has been the subject of a motion to enforce by the United States, it shall be ineligible for monitoring by the United States with self-reporting for a period of two years.
5. Monitoring by either the Independent Auditor or the United States shall terminate when the City has achieved substantial compliance with all provisions in the Settlement Agreement and maintained substantial compliance with all provisions for a period of one year.

G. Settlement Agreement Coordinator. The City shall appoint an official or employee to serve as the Settlement Agreement Coordinator, whose duties shall include:

1. Developing reports regarding compliance with this Agreement and providing such reports to the United States and the Independent Auditor every six months until this Agreement is terminated. The first report shall be provided four months after the Effective Date.
2. Providing to the United States and the Independent Auditor the raw data upon which each compliance report is based, any reports prepared by the City's technical consultants regarding compliance with this Agreement, and any other reports routinely submitted to the Settlement Agreement Coordinator regarding compliance with this Agreement.

H. United States' Access to the City and Records. The United States and its staff and agents shall have full and complete access to:

1. The City's documents and records relevant to the implementation of this Agreement;
2. The City's officials, employees, agents, and independent contractors whose responsibilities are affected by this Agreement; and
3. Children whose detainment resulted from a school-based arrest, including the right to meet with Children privately.

Such access shall continue until this Agreement is terminated in accordance with the termination provisions herein.

VI. OUTCOME MEASURES

The City shall maintain a record of the documents necessary to facilitate a review by the Independent Auditor and the United States of the metrics described below. In order to ensure that reforms are conducted in accordance with the Constitution, the Independent Auditor shall assess the City's progress in implementing these provisions and the effectiveness of these reforms. In addition to assessing the policies, procedures, practices, and training, the Independent Auditor shall undertake an analysis of metrics related to due process reforms, as follows:

1. Examine the data MPD collects on school-based arrests, including age, race, gender, and alleged misconduct;
2. Track the charges, race, gender, age and, disability, if any, of the Children involved in school-based arrests.

VII. ENFORCEMENT AND TERMINATION

- A. Notice Prior to Judicial Action.** With the exception of conditions or practices that pose an immediate and serious threat to the life, health, or safety of a Child, if the United States believes that the City has failed to substantially comply with any obligation under this Agreement, the United States shall give written notice of the failure prior to seeking judicial enforcement of the Agreement.
- B. Termination.** This Agreement shall terminate in accordance with the following provisions:
 1. This Agreement shall terminate when the City has achieved substantial compliance with all substantive provisions of this Agreement and has maintained that substantial compliance for 12 consecutive months.

2. Noncompliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, shall not constitute failure by the City to maintain substantial compliance. However, intermittent compliance during a period of sustained noncompliance shall not constitute substantial compliance.
3. Subsections of this Agreement may be terminated separately and independently from the provisions of the Agreement that have not yet reached substantial compliance, if the City maintains substantial compliance in these areas for a period of one year.

VIII. GENERAL PROVISIONS

A. Policies and Procedures

1. **Policy and Procedure Review.** The City shall generate such policies and procedures to ensure compliance with the substantive terms of this agreement. The initial policy and procedures review shall be initiated by the City's officials and shall be subject to approval by the United States and the Independent Auditor.
2. **Schedule for Policy and Procedure Review.** Unless otherwise stated in Section III of this Agreement, the City shall complete its policy review and revision within six months of the Effective Date. To accomplish this goal, the City shall adhere to the Agreement regarding each substantive provision. After the City completes its initial revision, the City shall immediately submit the revised policies to the Police Independent Auditor for review and approval. The Independent Auditor shall, as soon as practicable, submit to the City any suggested revisions to the proposed policies. Within thirty (30) days after receiving the Independent Auditor's revisions, the City shall revise the policies to incorporate the Independent Auditor's revisions and shall resubmit the procedures to the Independent Auditor for review and approval. This review process shall continue until the Independent Auditor has approved of all policies and procedures.

The City shall provide all such documents to the United States for its review within thirty (30) days of the review and approval by the Independent Auditor. Within forty-five (45) days of its receipt of the policies, procedures, and other written documents, the United States shall provide either written approval of each document, or written concerns or objections it has to the documents that include proposed revisions. Such approval shall not be unreasonably withheld. In the event that the United States asserts that policies, procedures, or other written documents are not in compliance with the terms of this Agreement, the Parties will confer on the matter for up to thirty (30) days.

The final policies and procedures shall be subject to further revision if, after review, the Independent Auditor or United States determines that the policies or

procedures are not successfully solving a deficiency identified in the Independent Auditor's report.

3. **Policy Implementation.** No later than three months after the Independent Auditor's final approval of each policy or procedure, the City shall formally adopt and begin implementing the policies and modify all orders, job descriptions, training materials, and performance evaluation instruments in a manner consistent with the revised policies and procedures. Following adoption and implementation, the City shall annually review each policy and procedure and revise as necessary. Any revisions to the policies and procedures shall be submitted to the Independent Auditor for review and approval. Unless otherwise stated, all policies and procedures shall be implemented within one year of the Effective Date.
4. **Modification.** Should the Parties choose to modify this Agreement, they may do so by mutual agreement. Any such modifications or amendments to this Agreement shall be memorialized in writing and executed by representatives for the Parties.

B. Reporting Requirements

1. **Comprehensive Action Plan.** Within four months of the Effective Date, the City shall submit to the United States and the Police Independent Auditor a comprehensive action plan specifying the measures they intend to take in order to bring the City into compliance with the substantive requirements of the Agreement, including anticipated timeframes for completion of each measure.
2. **Compliance Report.** The City shall submit a bi-annual compliance report to the United States and the Police Independent Auditor, the first of which shall be filed within six months of the Effective Date. Thereafter, the bi-annual reports shall be filed 30 days prior to the Independent Auditor's bi-annual compliance tour until the Agreement is terminated. Each bi-annual compliance report submitted by the City shall describe the actions the City has taken during the reporting period to implement this Agreement and shall make specific reference to the Agreement provisions being implemented. To the extent any provision of this Agreement is not being implemented, the compliance report shall also describe what actions, including any additional revisions to policies, procedures and practices, the City will take to ensure implementation, and the date(s) by which those actions will be taken.
3. **Records.** The City shall maintain sufficient records to document that the requirements of this Agreement are being properly implemented and shall make such records available to the United States at all reasonable times for inspection and copying. These records shall be maintained for three years. In addition, the City shall maintain and submit upon request records or other documents to verify

that they have taken such actions as described in the compliance reports (e.g., census summaries, policies, procedures, protocols, training materials and incident reports) and shall also provide all additional documents reasonably requested.

4. **Prohibition on Retaliation.** No Child, parent, staff, stakeholder, or any other person shall be subjected to retaliation in any manner for information shared with the Independent Auditor or the United States in their efforts to determine compliance with this Agreement.

Respectfully submitted this 19th day of June, 2015,

For Plaintiff THE UNITED STATES OF AMERICA:

/s/ Gregory Davis
GREGORY K. DAVIS
United States Attorney
Southern District of Mississippi

/s/ Vanita Gupta
VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

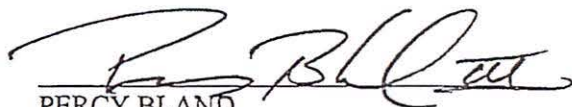
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For Defendant CITY OF MERIDIAN:



PERCY BLAND
Mayor

WHEREFORE, for good cause shown,

it is SO ORDERED this 17th day of September, 2015.



HONORABLE
United States District Court Judge