

## SETTLEMENT AGREEMENT

The State Defendants and the Center for Children's Advocacy, the National Center for Youth Law, and Juvenile Law Center (collectively, "Plaintiffs' Counsel") and altogether collectively, the "Parties," hereby agree as follows with respect to individuals incarcerated at Manson Youth Institution:

### EDUCATION

1. Other than students in quarantine because of a close contact as defined by CDC, a new admission or transfer not yet medically cleared for general population or in medical isolation including young people who are displaying new symptoms, Manson Youth Institution (MYI), Unified School District 1 (USD 1) will offer in-person instruction to all students, as follows:
  - a. Students under age 18 and any student participating in the high school program will be offered in-person instruction for at least twenty-five hours per week, unless, in the case of a student age 18 or older, the student requires fewer hours per week to complete credits required for graduation. Students of any age eligible for special education services will receive the number of hours of education set forth in their Individualized Education Programs (IEP);
  - b. Any other academic students will be offered in-person instruction for at least 15 hours a week;
  - c. Education services will be provided in person. Students, teachers, and support staff members will have access to masks (PPE) as long as recommended by the CDC.
  - d. USD 1 will conduct regular instruction with certified teachers providing in-person and differentiated instruction to students in alignment with common core standards.
  - e. As long as recommended by the CDC, students, teachers, and support staff will be wearing masks and will be socially distanced by at least three feet while seated for instruction, and as much as possible at all times unless pedagogical reasons require otherwise.
  - f. MYI will immediately test any symptomatic students and will provide access to routine testing for all students to the extent such tests remain available to the DOC, public health officials from DPH in consultation with DOC's Chief Medical Officer agree that this testing strategy is appropriate and necessary, and subject to the informed agreement and consent of the person being tested for active COVID-19 infection. MYI will make best efforts to encourage all non-vaccinated educational

staff to get regular COVID-19 viral testing, as long as it is recommended by Connecticut Department of Public Health. Recognizing the need for DOC and individual DOC facilities to remain flexible and adaptable to developing health and security concerns, DOC will continue to make best efforts to screen educational staff entering MYI consistent with CDC guidelines.

- g. The requirement for in person learning may be suspended due to bona fide safety and security concerns, orders of the Governor, public health guidance, and pre-scheduled school vacation.
2. Students in quarantine or medical isolation will be provided with remote education as described in this section.
3. DOC is installing Wi-Fi access at MYI and is making best efforts to ensure adequate Wi-Fi and a local (*i.e.*, not connected to the Internet) online learning platform are in place for students by September 15, 2021. Until that time, if remote education is required under this section, DOC will ensure that students will receive individualized packets on each day school is in session. Staff will strive to provide feedback on academics as often as possible.
4. DOC will identify specific staff with appropriate expertise who will be responsible for distributing technology to students where needed and who will assist with any technological problems that students may have.
5. If, after Wi-Fi capacity is established at MYI and a learning platform is in place, teachers providing remote education lack the capacity to conduct virtual, synchronous, technology-based instruction from home, they must conduct virtual instruction from a classroom at MYI or another location with appropriate technology access. Nothing herein shall prevent teachers from providing pre-recorded lessons or other education by means that are not virtual, synchronous and technology-based as long as in most class periods the teacher is also providing some of their education virtually and synchronously, except in cases of teacher absence, as long as each student is receiving some synchronous instruction over the course of each school day. Nothing herein shall prohibit teachers from teaching in person.
6. USD 1 will provide individualized feedback and progress monitoring to students. USD 1 will ensure that students have opportunities to make progress towards a high school diploma, GED, or vocational education certificate through earning hours/course credits in appropriate subject matter areas, subject to the provisions of paragraph 1(g).
7. USD 1 will track student attendance for morning and afternoon sessions. Student removal or absence from instruction for custodial reasons, teacher absence or other purposes will be tracked in school records.

8. USD 1 will assess students for present levels of performance three times per year. For any students who have not already received an assessment since the start of the 2020-2021 school year, this assessment will take place within two (2) weeks of the execution of this Agreement. If the school moves to remote education, the assessment will be conducted remotely if possible, and if not, then promptly upon the resumption of in-person education. This paragraph may be suspended due to exigent circumstances defined in paragraph 1(g).
9. USD 1 will ensure special education rights of students are met, including:
  - a. USD 1 will review all IEPs of all students with disabilities once per year, or more often if the student demonstrates a need for an earlier reassessment.
  - b. USD 1 will provide students all services required by their IEPs, subject to the provisions of paragraph 1(g).
10. USD #1 will continue to conduct planning and placement team meetings (PPT) as regularly scheduled, or earlier if there is a specifically identified need for an earlier PPT. USD #1 will also discuss with students and/or their parents the make up of any educational services to which they are entitled under law to address periods of missed education and work to create the best possible plan for transition, counseling or related services that were impacted by remote learning. Students/parents who decide to participate in these services will continue to be made aware of how those services will be delivered. These services will also continue to be noted in IEPs, as appropriate. USD 1 will complete all pending evaluations for students with disabilities in accordance with the most recent special education guidance from the State Department of Education.

#### MENTAL HEALTH

11. DOC will meet all the expectations set forth in DOC *Administrative Directive 8.5: Mental Health Services*, revised February 28, 2018. Unless the young person is in medical isolation or quarantine, these mental health services must be provided in person where all young people and staff have access to masks, as long as recommended by the CDC.
  - a. For all young people at MY1 who are classified as MH1 or MH2, pursuant to the *UCONN Health Correctional Managed Health Care Policies and Procedures for Use with the Department of Corrections, Number E.203: Inmate Classification System*, revised May 1, 2018, DOC will offer the opportunity for re-assessment of mental health needs by a licensed mental health professional upon the request of any young person or their parent or guardian. DOC will ensure that all young people are aware of the opportunity for reassessment by posting clear notification of such

opportunity throughout the facility and also provide notice to parents/guardians of record for the young people under the age of 18.

- b. In addition, because of the heightened stress caused by the pandemic, youth under 18 will be seen at least twice per month in a private location to assess whether they have additional mental health needs to be addressed. All young people will also be able to request further services, in addition to the other ways noted herein, during weekly tours of each cottage by a mental health professional. When a young person requests services during a tour, which the mental health provider determines to be urgent, the mental health provider will speak with them that same day in a private location, absent exigent circumstances,<sup>1</sup> to assess their needs and determine the course of treatment. When the mental health provider determines the need is not urgent, the young person will be seen in a private location, absent exigent circumstances, within two (2) business days, except in cases of three (3) day holiday weekends when the young person will be seen within three (3) business days.
- c. In addition, for all young people at MYI who are classified as MH3 or above, DOC will provide the young person services and assessments consistent with their mental health treatment plan, pursuant to *DOC Administrative Directive 8.5: Mental Health Services*, revised February 28, 2018.
- d. Young people in medical quarantine and medical isolation will receive services described in paragraphs (a) through (c) whenever it is possible to do so safely using social distancing and appropriate PPE, as long as recommended by the CDC. When young people cannot receive services in person, these services shall be provided in another appropriate manner, including virtually and over the phone.
- e. Young people who have been medically isolated and subsequently cleared of COVID-19 according to CDC Guidelines will be released immediately back to general population except in cases of legitimate immediate health or security concerns. The requirements of this paragraph may be suspended due to bona fide safety and security concerns, orders of the Governor, public health guidance, or staffing shortages.

## 12. Programming for Youth in Quarantine or Medical Isolation

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<sup>1</sup> Exigent circumstances are defined to mean urgent security concerns such as active fighting, true threats by the young person or someone else in close vicinity at the same time as a need for prompt mental health services.

- a. DOC will agree to two additional consultations among experts described in paragraph 12(d) to be scheduled before the termination of this settlement, of up to one hour each, focused on safely increasing out of cell time and programming for all young people at MYI. These consultations will occur through a web conferencing platform such as Microsoft Teams or Zoom, and will not exceed one hour each.
- b. The goal of these consultations will be safely limiting the amount of in-cell time for young people in medical quarantine or isolation. The consultations will include discussion of practical ways to increase out of cell time to access outdoors or large open spaces with PPE and social distancing, in cohorts when possible, and ways to use tablets, computers and Wi-Fi to increase enrichment for the young people at no cost to the young person.
- c. Up to two of Plaintiffs' counsel may attend each of these consultations to assist in memorializing them. Up to two counsel for the State Defendants may also attend these consultations. At each consultation, Plaintiffs and the State Defendants will designate one attorney from their counsel team to speak. Notwithstanding this provision, these consultations will be scheduled at the convenience of the experts.
- d. The consultations will include DOC experts with sufficient expertise and authority related to medical isolation, programming for young people and related custody issues. Vincent Schiraldi and Dr. Thomas Murray will attend these consultations on behalf of Plaintiffs. If Vincent Schiraldi and/or Dr. Murray become unavailable to participate in consultations before the termination of this Agreement, Plaintiffs' counsel will identify replacements with similar expertise.
- e. DOC shall give good faith and serious consideration to written recommendations arising from these consultations. DOC shall inform the Plaintiffs as to which recommendations they will implement and, if there are any recommendations that will not be implemented, the reasons for such.

#### OTHER TERMS

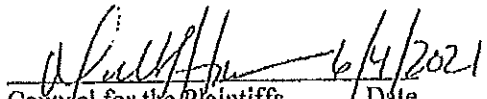
13. Subject to approval through the process set out in Conn. Gen. Stat. Sec. 3-7(c), Defendants agree to pay Plaintiffs' attorneys' fees and expert costs promptly upon obtaining such approval. Defendants shall promptly submit and seek approval of the Sec. 3-7(c) request. Defendants shall pay to Plaintiffs' counsel \$10,000.00 for attorneys' fees. Defendants shall pay to Plaintiffs' counsel \$5,000.00 in total for reimbursement for Vincent Schiraldi and Dr. Thomas Murray, or their replacements, for their time preparing

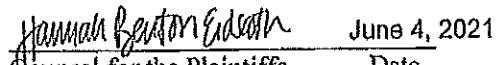
for and participating in the consultations described in paragraph 12. Plaintiffs waive any and all rights to apply for additional fees and expenses in connection with all claims resolved through the date of this Agreement. Under no circumstances will Defendants have any further liability to pay Plaintiffs additional attorneys' fees, costs, or expenses in connection with such claims, unless there is a material breach of the Agreement.

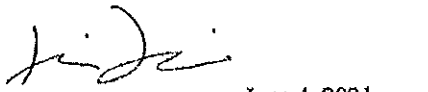
14. The Center for Children's Advocacy, the National Center for Youth Law, and Juvenile Law Center (collectively, "Plaintiffs' Counsel"), for and in consideration of the State Defendants' agreement to the terms contained herein, do herewith release and forever discharge the Commissioner of the Department of Correction, the State of Connecticut, all agencies of the State of Connecticut, all present and former officers, employees and agents of the State of Connecticut, (including all current and former employees of the State of Connecticut, Department of Correction and the University of Connecticut Health Center in both their official and individual capacities, their heirs, successors and assigns, from all claims regarding any residents of Manson Youth Institution (MYI), excluding between March of 2020 through the date of this Agreement which have been made or potential claims of one resident "John Doe," regarding his rights to services under the Individuals with Disabilities in Education Act ("IDEA"), 20 U.S.C. § 1400 et. seq. which could have been made by the Plaintiffs' Counsel, including attorneys' fees and costs except as provided for in this Agreement, through the date of this Agreement. "John Doe" is being identified in a separate memorandum between counsel in order to protect his rights to privacy and confidentiality under the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act.
15. The Defendants agree to report to the Plaintiffs, through counsel, the following data, on a monthly basis, on or about the last day of each month starting with April 30, 2021 and ending with September 30, 2021:
  - a. Total number of young people in medical quarantine and total number of young people in medical isolation during the previous month time period, broken down by age group; a description of the education provided to each group of young people during this time period;
  - b. Number of days of total school closure during this time period and the reason for school closure;
  - c. Total school enrollment and each student's monthly attendance (redacted/non-identified); and
  - d. Total mental health contacts, group sessions, and number of groups.

16. This Agreement covers the time period from the date of full execution of the Agreement through September 30, 2021 binding all Parties to its terms through that date. Terms of this Agreement will end on September 30, 2021.
17. If, while this Agreement is in effect, Plaintiffs' Counsel have reasonable grounds to believe that there is a systemic pattern or practice of non-compliance with this Agreement, or if DOC proposes or enacts revisions or changes to its COVID-19 policies and procedures that are materially inconsistent with the Agreement and the CDC guidelines, and to the detriment of the young people at MYI, Plaintiffs' Counsel will provide the DOC with a written detailed notice of potential noncompliance, setting forth the factual basis for such claim. This notice will identify, with particularity, the basis of the claim that the DOC is not in compliance; why such facts constitute a systemic pattern or practice of non-compliance; and the specific material provision of the Agreement or CDC guidelines that is implicated.
18. Within fifteen calendar days of receipt of the notification, the DOC shall provide a good faith written response to the Plaintiffs' notification with a full factual explanation as to why the DOC believes it is in compliance with the specified material provisions, an explanation of the DOC's plans to achieve full compliance with the specified material provisions, or an explanation of the bona fide medical, security, or other reasons for the alleged non-compliance.
19. The signatories to this Agreement represent and warrant that they are duly authorized to enter into this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original and which, when taken together, shall constitute one and the same instrument. A facsimile, copy or electronic signature page shall constitute an original.

Signed on this 4<sup>th</sup> day of June, 2021

 6/4/2021  
Counsel for the Plaintiffs Date  
Marisa Mascobó Halim  
Center for Children's Advocacy

 June 4, 2021  
Counsel for the Plaintiffs Date  
Hannah Benton Eidsath  
National Center for Youth Law

 June 4, 2021  
Counsel for the Plaintiffs Date  
Jessica Feierman  
Juvenile Law Center

Joseph Rubin, Asst.   
Dep. A.G. Digitally signed by Joseph Rubin, Asst. Dep. A.G.  
Date: 2021.06.04 16:03:47 -04'00'

Counsel for Defendants Date  
Joseph Rubin  
Assistant Deputy Attorney General  
State of Connecticut