

# NOTES

**SPECIAL  
EDITION**

NEWSLETTER OF THE TEXAS YOUTH COMMISSION

April 1984

## Federal judge dismisses 13-year-old *Morales* case

U.S. District Judge William Wayne Justice April 16 approved the negotiated settlement of the 13-year-old *Morales v. Turman* class action lawsuit, ending three years of negotiations between the Texas attorney general's office, TYC attorneys, and plaintiffs' attorneys.

Although he expressed some apprehension about the "workability" of the plan, Judge Justice told the court he is "entirely delighted to be able to dismiss with good conscience a very troubling case from the docket."

"I am sincerely hopeful that this is the last that this court will ever see of *Morales v. Turman*," Judge Justice said.

"It is obvious that the defendant Texas Youth Commission has made enormous strides since 1974 when this case came before the court, and I think they are to be commended for the wonderful changes that have been wrought in the system," he

said.

"I think this settlement agreement is entirely praiseworthy . . . the only disagreements that I have had have been with the matter of enforcement," he added.

Testimony by expert witnesses April 16 convinced Judge Justice that TYC is a dramatically-changed agency from the one described during the 1973 trial.

Dr. Dean Fixson, an expert witness from Father Flanagan's Boys Home in Boystown, Neb., testified that the change in TYC since his first visit in 1971 is "remarkable."

"The Texas Youth Council (Commission) has come a long way in terms of eliminating abusive practices and revising their facilities, and they now have a system with staff training and monitoring," said Dr. Fixson.

"While improvements have been made, it could be better as it approaches the one-

to-eight ratio that's recommended in the settlement agreement," he added.

Fixson told Judge Justice that an especially valuable part of the agreement is the section which directs the agency "to continue to take steps to increase the range of placement alternatives."

"Given the sensitive administration that's been displayed so far within the agency, and with the help of the committee of consultants, I see nothing but good things," he said.

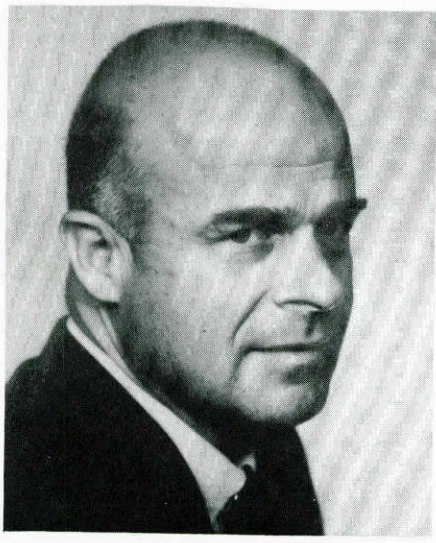
"The settlement agreement . . . makes very clear what needs to be done at a minimum if you're going to run a child-care agency," said Fixson. "I think it's going to have national impact again as it did in 1974."

Another expert witness, Dr. Daniel Cresson, a psychiatrist affiliated with the University of Texas Medical Branch in

(Continued on P. 4)

## Judge appoints Committee to oversee agency

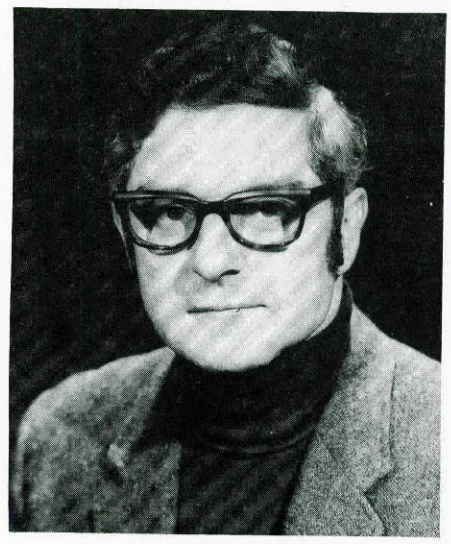
Experts will monitor TYC for four years — SEE PAGE 2



BREED



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SHORE

# Three-man Consultant Committee to oversee agency for four years

## Orientation session slated June 18-19

The dismissal agreement in the *Morales v. Turman* suit calls for a Committee of Consultants to review compliance of the Texas Youth Commission with the terms of the agreement; to review compliance of the agency with its own rules, regulations, policies and procedures; to report findings to the Executive Director; and to recommend answers and solutions to issues and problems which are referred to it.

Members of the Consultant Committee are Allen F. Breed, former director of the National Institute of Corrections, Department of Justice, Washington, D.C.; Dr. Milton F. Shore, Adjunct Professor, American University, Washington, D.C.; and Dr. Frank Garfunkel, Professor of Special Education, Boston University, Boston, Mass.

They will serve four years, beginning September 1, 1984.

An orientation including possible tours of TYC facilities will be held for the Consultant Committee June 18 and 19 at Central Office.

Their obligation will include personal inspections of each TYC facility (training schools, reception center, halfway houses) annually.

Inspections of contract facilities and other TYC programs may also be made from time to time if the Consultants determine the need.

Inspection schedules are left to the sole discretion of the Committee, although the Agreement stipulates that notification of times and schedules would be helpful to assure full and adequate inspections.

Requests for personal meetings with agency administrators will be made to the Executive Director, although Committee members are authorized to talk with staff members and students in private during visits to TYC facilities.

"The agency shall instruct staff members to respond to the Committee's questions to the best of their ability," the agreement reads.

Committee members will have access to all relevant records and files without limitation, and an employee will be designated as a liaison person to whom requests for information will be made by Committee members.

The Committee may hire consultants to assist it in performing its obligations, but consultants are to be used only as a supplement to provide them with assistance in

areas of special expertise not possessed by members of the Committee. The Committee must inform the Executive Director of the identity of any consultant and the function(s) that he is to perform.

At its first meeting, the Committee is to select a chairman and vice-chairman. The Committee is also authorized to replace any members who ceases to serve. A replacement member must have the approval of the Executive Director, "whose approval shall not be unreasonably withheld."

Reports of findings and recommendations following an inspection must be made within thirty days, and the Executive Director is directed to deliver a copy of each report to each TYC Board Member before the next Board meeting.

Following the report and response, the Committee may make public all or any portion of the report and response.

The Committee's operations are budgeted for \$60,000 the first year (FY1985) and \$80,000 for each year thereafter, which is to cover costs incurred in connections with its activities, including fees, expenses, overhead, administrative cost, travel and consultants. No agency expenses may be charged to the Committee's budget, unless the Committee approves. A majority vote of the Committee will determine how funds are used. The Committee is also authorized to deposit its funds in an interest-bearing account and to utilize any earned interest in performing its work.

The agreement stipulates that the Committee, in addition to general inspections, shall specifically review and report upon the following areas:

1. Use of isolation and security to determine and recommend techniques that are successful in reducing their use and to determine whether TYC staff unduly rely on these measures;
2. Use of the grievance system by students to determine the adequacy of the grievance mechanisms and the successfulness of the grievance system in dealing with legitimate student complaints;
3. The need for and/or availability of student advocates to assist students in pursuing grievances and in receiving appropriate due process protections, and to advise students with regard to their rights;

4. The adequacy of the parole release criteria with regard to their appropriateness and the degree to which they adequately provide notice to students of the progress they must make in order to succeed in being paroled;

5. The adequacy of the due process protections which are provided to students in the parole revocation process;

6. The role of the Chief of Educational Services in improving the educational programs provided by the TYC and in training and supervising principals in staff development, curriculum development and in assuring that the educational programs in each facility are integrated as a component of the overall program of the facility;

7. Vocational education;

8. The development and monitoring of the TYC program evaluation system; and

9. The non-institutional community placement alternatives to serve the diversity of students' needs.



1836-1986

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**NOTES** is published quarterly  
by the  
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# Budget request for 1986-87 reflects terms agreed to in *Morales* dismissal

In the preparation of TYC's 1986-87 biennial budget request, consideration was given to the terms of the negotiated settlement agreement of the *Morales v. Turman* case okayed by Judge William Wayne Justice in his dismissal order April 16.

The agreement places the agency under a three-man oversight committee for the next four years.

Recommended increases in TYC's budget request for 1986-87 include monies to be spent to maintain the quality of services and programs for TYC students which the agency already has implemented.

"Without the Legislature's sensitivity to our need to drastically change conditions which existed in our institutions in the early 70's, we probably would not have been able to settle the 13-year-old lawsuit," said Ron Jackson, TYC Executive Director.

"The Youth Commission has been extremely fortunate during the past few years to receive adequate funds from the Legislature to improve the quality of agency operations to meet requirements of the federal court order," he said.

The agreement requires that the Youth Commission ask for funds to continue these good programs, and in some cases, to seek additional funds for the Consultant Committee's work, increased family involvement with committed youth, and increased staff/student ratios.

The agreement specifically calls for the payment of \$300,000 to the court-assigned consultant committee over the next four years.

The two items in the Settlement Agreement that will have the greatest impact on funding are the following:

(1) The stated goals of the Settlement Agreement to place "students in accordance with the least restrictive appropriate placement available" and for the TYC "to continue to take steps to develop and implement sufficient non-institutional community placement alternatives" have the greatest impact on future budget requests; and

(2) The agreement to use a one-to-eight on-duty direct child-care to student ratio "during after school and evening hours and on weekends and holidays" at least one full shift per day as evidence of achieving a sufficient staff-student ratio.

Providing resources to care for more students in non-institutional residential programs instead of the traditional large institutions is the primary objective reflected in the TYC needs assessment for the 1986-87 budget request. Substantial funding is necessary to reduce institutional size so that the one-to-eight on-duty direct child care staff-to-student ratio is achieved and students are diverted to other programs.

Rather than requesting more institutional child care workers, TYC is recommending the number of students in institutions be decreased according to present child care staff levels and more students be diverted to non-institutional care.

Funds will be sought to add two TYC halfway houses, four TYC group homes, and to increase the number of students in private contract care.

Necessary personnel additions will be requested in agency programs in order to comply with the Settlement Agreement commitments to expand volunteer services, maintain systems

for student grievance and alleged abuse investigations, increase educational counseling, maintain certain medical standards, and require preservice training of all child care workers.

A family involvement program for each delinquent institution, including staff and mailing costs, is being requested. This program is intended to comply with the agreement to "encourage contact between students and their families." "Liberal visitation, mail and telephone policies shall be maintained," the agreement continues. "The agency shall take steps to seek funds to assist students and their families for whom the financial expense of telephone calls and visits unduly limits or precludes regular contact."

Also requested is funding for additional vocational training at Cooke County Junior College for Gainesville students, and for vocational buildings for Crockett and West Texas Children's Home. The court agreement states that the agency is to provide vocational education and career development which "emphasizes occupations in which there are existing or potential job opportunities and provides students with knowledge and skills regarding them."

Funds will also be requested to achieve the commitment to offer a range of alternatives to meet the diverse student needs by placing selected older aftercare students in independent living, and strengthening specialized treatment components at the Corsicana Residential Treatment Center and at the Giddings State School for violent offenders.

The Settlement Agreement requires increased agency monitoring of its programs and formal research and review of the effect of these programs. To achieve this requirement staff increases will be requested for the centralized research and planning, institutions, community services, education and medical departments.

"Because of its understanding of the problems TYC faced in litigation, the Legislature has made it possible for this agency to greatly expand into community-based programs, hire competent child care staff and provide adequate training, and standardized services," Jackson said.

"As a result, probably 90 percent of the negotiated agreement deals with issues which TYC is already in substantial compliance with. The state's obvious efforts to improve programming for committed youth did a great deal toward convincing the plaintiffs' attorneys and their expert witnesses of our good faith effort—so necessary in the settlement agreement and dismissal of the suit," he said.

"We are in the enviable position of being able to thank our Legislators for recognizing our many serious needs through the past 10 years, a fact which was instrumental in bringing this case to closure without further drain on state tax money for a long, drawn-out court trial," said Jackson.

"Fortunately for all of us, the programs which we need to budget for under terms of the agreement are worthwhile and can benefit Texas youth, and we would desire to implement them even if there had been no federal court intervention, because they are designed to help insure success for delinquent kids following their release from TYC placement," he concluded.

# Isolation, security outlined in Agreement

"Isolation and security are serious and extreme measures which may be imposed only in the limited situations described" in the *Morales v. Turman* agreement.

"Neither isolation nor security shall be used for retribution at any time," the agreement states.

Isolation is defined as "any physical removal of a student from the regular program or from contact with other students by confinement alone in a locked room or cubicle (except during normal sleeping hours).

Security is defined as the placement of a student in a separate cottage, building wing or facility which is designed and operated for the segregation of students from the general population and for which ingress and egress are controlled exclusively by staff.

A student may be confined in isolation in cases where the student is out of control and is a serious and immediate physical danger to himself or others, and only after less restrictive methods of restraint have failed.

## Judge praises agreement . . . (Continued from P. 1)

Galveston, called the changes inside TYC "radically different" and "really astounding."

Dr. Creson described to Judge Justice the differences in TYC facilities in 1971, when he toured on behalf of the plaintiffs, and in 1983 when he returned.

"The agency (in 1983) had become a different place . . . it was an agency that seemed to be self-conscious of the fact that it was responsible beyond the parameters of the institution itself . . . it was an agency that allowed us freedom to see and interview . . . they did not perceive us as enemies, but rather as a resource . . . there was a willingness really to share information . . . it was no longer a closed system . . . the agency was responsive to any requests or information at all levels . . . there was a freedom to talk with the adolescents and staff members at every level that just didn't exist in the earlier period.

"People no longer talk about why you can't do something. They talk about how they hope to do something. . . . More significant though is the general attitude, a positive morale, a spirit that exists within both the administration and the program people," Dr. Creson explained.

He also told the Judge that he feels the agreement is a "positive document that stresses future improvements in terms of hoped-for expectations."

Another expert witness, Dr. William Jes-sinkey, superintendent of special educa-

tion may be imposed only with the approval of the superintendent or acting superintendent. Students in isolation shall receive appropriate psychological and medical services, and shall be released within three hours or shall be joined by a staff member who is to remain with the student until he or she is released from isolation.

A student may be confined in security where there are reasonable grounds to believe, based upon overt acts, that 1) the student is a serious and continuing escape risk, or where the student is a serious and immediate physical danger to himself or others and staff cannot protect the students or others except by referring him to security; 2) or where the confinement is necessary to prevent imminent and substantial destruction of property or to restrain behavior that creates substantial disruption of the routine of the facility; or 3) upon the student's own request.

A student may be admitted to security only with the approval of the acting superintendent, the student's caseworker, or a child care professional designated by the

superintendent. No student shall remain in security more than 24 hours solely on the basis of the behavior for which he was admitted, nor shall there be any minimum length of time in security imposed, by policy or routine practice, for designated behaviors of offenses.

The following due process protections shall be provided to students who remain in security longer than 24 hours:

1. The student is informed of the reasons for the continued confinement;
2. An impartial administrator reviews the reasons for the confinement and make a decision on the facts presented;
3. The student is present and participates in the review and has an opportunity to make his or her own statement;
4. The student is given assistance in presenting his position if he requests it;
5. The administrator's decision must be based solely on the evidence presented;
6. A written statement of the decision setting forth the reasons for the decision is provided to the student; and
7. An appeal procedure is provided to the student, and the student is notified of the outcome of the appeal.

"The use of consecutive periods of isolation or security to evade the spirit and purpose of this provision shall not be permitted," the agreement states.

Students placed in isolation or security shall be visually checked by staff at least every 15 minutes and visited at least once each day by the acting superintendent and by other personnel. During any period of time in which students are locked in their rooms in security during normal sleeping hours, a supervisor shall visit the security area at least once each hour and shall make an entry into the log recording each visit. A permanent log is to be maintained stating the name of the person who authorized isolation or security confinement, the acting superintendents' daily approval of the placement, the names and times of the persons who visited the student while so confined, and the date and time of the student's placement into isolation or security and release therefrom.

Reports on the use of isolation and security at each institution or facility is to be monitored to determine whether there is disproportionate use of isolation or security at certain institutions or facilities. If unjustified disproportionate use is determined, remedial efforts shall be undertaken immediately to correct the disparity. The agency is also to examine the use of isolation or security at each institution to determine what techniques are successful in reducing their use.

tion for the City of New York, told Judge Justice that TYC "needs to continue to develop vocational education programs."

Judge Justice had rejected the settlement twice before, the last time in June 1983, but finally accepted a similar agreement. His sweeping 70-page interim court order in the *Morales* case in 1974 set a new standard for juvenile care and prompted reform legislation throughout the United States.

"I am deeply gratified that this case has finally been removed from federal court," said Dr. George Beto, TYC Board chairman.

"Judge Justice dismissed the suit 'with prejudice,' which means that in the event a dispute should arise regarding the enforcement of the agreement which cannot be resolved amicably, enforcement would be in the state district courts of Travis County, according to the agreement," he explained.

The *Morales v. Turman* case was brought as a massive class action suit in 1971 by 12-year-old Alicia Morales of El Paso, who had been committed to the Texas Youth Council (now Commission) for "incurability" after refusing to turn over her entire salary to her father.

Morales and other plaintiffs filed suit against James A. Turman, then TYC executive Director, claiming conditions inside the agency constituted cruel and unusual punishment and violated their right to treat-

# 'Abuses ... have now been abolished ...'

## Peter Sandmann Plaintiff's attorney

"The abuses which were so rampant within the TYC institutions at the time of the trial (*Morales v. Turman*) have now been abolished," Peter Sandmann told Judge William Wayne Justice during the final hearing April 16 in Tyler.

"Our experts have gone to great efforts to assure ourselves that abuse is not continuing to occur . . . the situation is completely reversed today," he said.

"It is apparent that the TYC has succeeded in conveying to staff, both old and new, that physical or psychological abuse of juveniles will not go undetected, and, if detected, will not go unpunished. This clear and unequivocal policy, enforced at all levels, is in our opinion one of the best possible ways to assure that the kinds of mistreatment which were found to occur in 1973 will not reappear.

Sandmann told the court that the Settlement Agreement was the result of negotiations and compromise.

But, he added that many of TYC's concessions "would simply be unavailable" if the case had been retried on the basis of current practices and conditions of the agency.

"For example," Sandmann explained, "the provisions governing the use of isolation and security are extremely stringent and very explicit. Those requirements go beyond the minimum standards set forth in applicable national standards. It is doubtful that standards as stringent as those which appear in the Settlement Agreement could have been ordered by the Court following a trial of action."

He added that "it would be extremely difficult at this time to find that (TYC's) practices violate any constitutional protections."

"Experts have repeatedly reminded us that isolation and security are the 'hammer' which holds an institution together," Sandmann said. "If the use of isolation and security is abusive and relatively unchecked, the whole tone of an institution is directly affected. Placing stringent limitations on their use will have a beneficial effect on the manner in which the entire institution is operated."

Sandmann said the other important feature of the Agreement is the Committee of Consultants.

"The mere presence and operation of the Committee will unquestionably have a profound effect on TYC," he said. "The presence of the Committee will serve as a continual reminder of the consequences of failing to maintain the standards which TYC has now managed to achieve."

Sandmann told the court that the agency has had "dramatic and extensive alterations in the ten years that have followed the trial."

"Since the time of Mr. Jackson's appointment, the TYC has closed not only the Mountain View institution, but also the Gatesville State School for Boys which had been second only to Mountain View in its reputation for cruelty and mistreatment of juveniles."

"TYC has also created an extensive community services program and has vastly expanded its community-based residential programs. At the time of the trial, virtually no juvenile assigned to TYC was placed anywhere other than the five large institutions, which, collectively, held a population exceeding 2,000 students at all times.

"Now, many juveniles are placed immediately into community-based programs rather than being sent to institutions, and TYC not only contracts with a number of private programs, but also operates a number of such programs directly.

"Perhaps as a result of the substantial modifications of TYC's programs, the agency has found it possible to significantly reduce the average length of time that juveniles are required to remain in residential placement.

"Few juveniles remain in an institution longer than a year . . . this is in sharp contrast to the minimum 18-month placements which so many juveniles were having to suffer in the Mountain View facility in the early 1970's," Sandmann said.

(EDITOR'S NOTE: Peter Sandmann, now engaged in the private practice of law, served as Executive Director at the Youth Law Center (now the National Center for Youth Law) in the 1970's, and served as lead counsel for plaintiffs in the *Morales* case throughout most of its prosecution. He worked on matters related to the case as early as September 1970 and was directly involved in prosecution since *Morales v. Turman* was filed in 1971.)

## —Other provisions of agreement

Among the other provisions in the settlement agreement of the *Morales v. Turman* lawsuit are the following:

—The agency shall continue to prohibit the use of mace. Tear gas or any other chemical crowd control substance may be used only to the extent reasonably necessary to bring under control a riot that threatens imminent harm to human life or imminent and substantial destruction of property.

—The agency shall employ a chief of educational services in Central Office whose duties shall include training and supervising school principals in staff development and curriculum development; assuring that the educational programs in each facility are integrated as a compo-

ment of the overall program; overseeing staff training; developing education programs and curricula; and encouraging the development and use of educational resources within the communities in which TYC facilities are located.

—The agency shall ensure that all students receive counseling regarding their academic and vocational progress, release planning and career planning by qualified staff members.

—Policies and procedures shall be written with the goal of placing students in accordance with the least restrictive appropriate placement available to the agency.

—Students shall not be required to perform work without pay (other than aca-

demic school work) unless it is related to housekeeping or personal hygiene needs and is equitably shared by others, or it is part of a vocational program, or if it is routine cleanup which is shared by all students.

—Psychotropic drugs shall continue to be administered to students only for a diagnosed medical purpose, and shall be prescribed only by a medical doctor who shall explain to the student the purpose and side effects of the medication.

—Living arrangements shall be designed to provide for the privacy and personal security of students. No student shall be segregated on the basis of race, color, national origin or suspected homosexuality.

# New student handbooks to be prepared under terms of Morales Agreement

Student handbooks for youth committed to the Texas Youth Commission will be prepared under the terms of the Agreement in the *Morales v. Turman* lawsuit, which was dismissed April 16, 1984.

The handbook, which is to advise students of their rights and the rules of conduct applicable to TYC facilities, is to be written in simple language and is to be available in Spanish. Rules are to be uniform to all delinquent facilities.

Each student is to be given a handbook at intake, with the rights of students, and the rules of conduct and the sanctions for misbehavior set forth. The rules are to include a ranking of behaviors and sanctions for misbehavior, which are to be uniform.

The handbook is also to describe the settlement agreement and the role of the Committee of Consultants, including its review of TYC's compliance with the settlement agreement. The handbook must list

the name and address of each Committee member, and additional copies of the handbooks are to be kept readily available to students and staff in each dormitory or cottage in which students spend the night, and in other buildings as appropriate.

The Agency is to identify and narrow the areas of discretionary rule-making authority for each TYC delinquent facility.

The handbooks shall clearly inform students of their right to write or telephone at their own cost, without censorship, to any court or any attorney of their choice at any reasonable time.

The handbook shall also clearly inform students that they may consult an attorney and may have a legal remedy if a grievance is resolved against them or if they are transferred to a more restrictive program. There will be no restriction on the visitation of attorneys to students at institutions or facilities during regular business hours.

The agency's policies on visitation, mail and telephone shall be uniform among TYC facilities, and shall be incorporated into the handbook of rights and rules.

A clear description of the grievance process shall be included in the handbook.

Objective criteria for release on parole shall be developed, and shall be included in the handbook.

Objective criteria shall be established and maintained to govern the Agency's consideration of a student's transfer to any facility which is more restrictive than the student's present facility, and the transfer criteria and the student's rights in the transfer process shall be included in the handbook.

Criteria for detention and parole revocation, and a description of the parole revocation process are to be included in handbooks or information given to students when they are paroled.

## Morales lawsuit has traveled court circuit

The following court actions have been taken since the *Morales v. Turman* case was originally filed:

Originally the scope of the suit was limited to securing the right to confer with counsel, but it was expanded to embrace a wide range of issues regarding the nature and adequacy of TYC programs and procedures.

1971 — Class action brought on behalf of youth committed to Texas Youth Council without due process rights and filed in the Federal District Court in Tyler.

1972 — The Court issued a Declaratory Judgement stating the 14th Amendment due process rights were being violated in certain Texas juvenile courts which had committed youth to TYC without benefit of counsel.

1973 — The Court issued an Emergency Interim Relief Order enjoining TYC from cruel and unusual punitive practices in violation of the 8th Amendment to the Constitution.

1974 — The Court issued an Interlocutory Order which elaborated upon the Interim Order and specified in detail the practices TYC was to follow in all phases of the treatment it offered juveniles entrusted to its care.

1976 — The Fifth Circuit Court of Appeals in New Orleans reversed the

Order on the point that the Case should have been heard by a three-judge panel, due to its statewide applicability.

1976 — The Supreme Court remanded the Case back to the Fifth Circuit Court to be heard on the merits of the Case.

1977 — The Fifth Circuit Court remanded the Case back to District Court. In a strongly worded opinion, the Fifth Circuit held that TYC should be able, in light of the many positive changes since 1973, to present new evidence so that the record can be complete.

1979 — TYC prepared for presentation of new evidence in Federal District Court, anticipating that the *Morales* case would be heard after the *Ruiz v. Estelle* lawsuit was complete.

1980 — Trial court awarded counsel for Plaintiffs \$384,778.05 in attorneys' fees and costs.

1981 — Texas Attorney General Mark White officially asked the U.S. Justice Department to amend its position in the case. The U.S. participated as amicus curiae (friend of the court). White also suggested that the U.S. could assist in any settlement talks.

1981 — The Fifth Circuit Court dismissed State's interim appeal of attorneys' fees.

1981 — The Fifth Circuit Court dismissed State's interim appeal of attorneys' fees.

1981 — In a joint status report submitted to the District Court, the parties agreed to suspend formal discovery and attempt a negotiated settlement of the case.

1982 — After an initial meeting in San Francisco to lay the groundwork for the talks, attorneys for plaintiffs and defendants met in Austin at several sessions throughout the year to negotiate a final settlement.

1983 — (March 3) Judgment regarding plaintiffs' counsel fees was entered on the parties' stipulation; negotiated agreement filed with court.

(April 15) District Court rejected settlement agreement and ordered the case to go to trial.

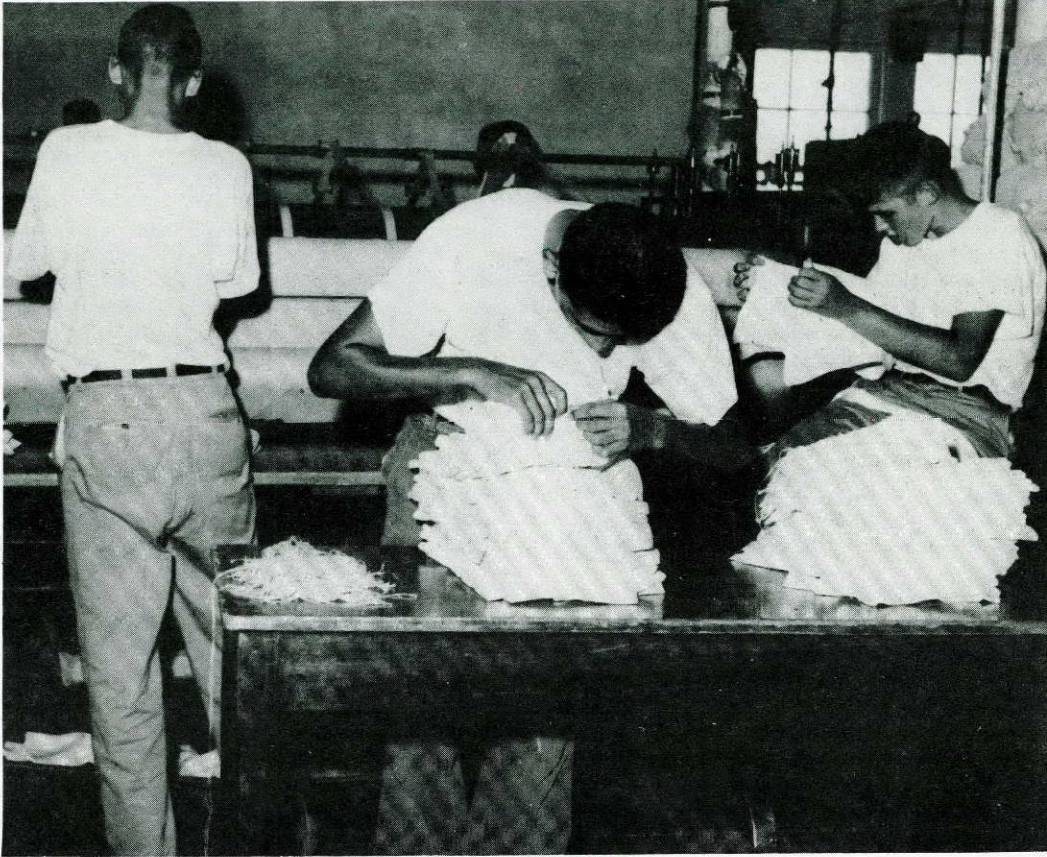
(June 28) Court rejected amended agreement.

(July 11) Court accepted proposal to have plaintiffs' experts tour TYC facilities in order to testify on current conditions.

(October, November) Experts toured all institutions.

1984 — Second amended agreement accepted; Case dismissed.

# TYC THEN . . .

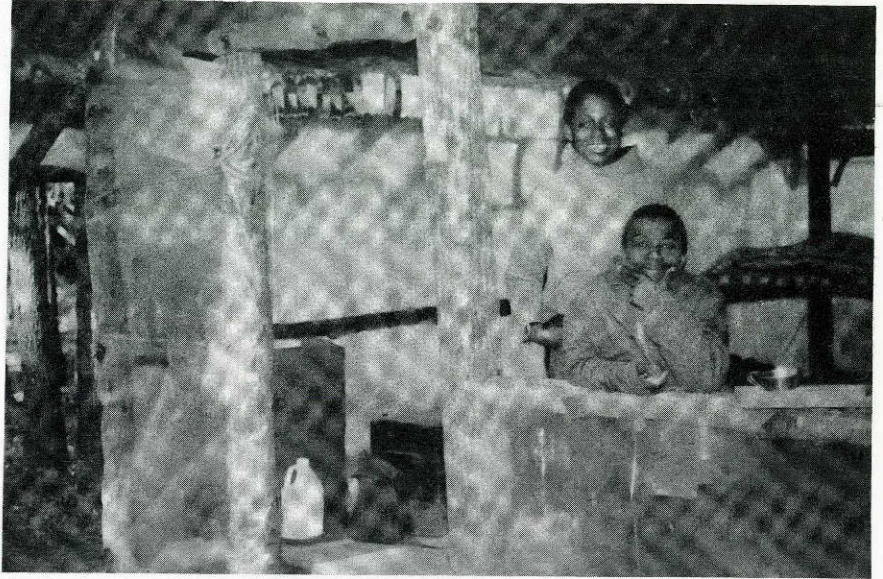


*YOUTH at old Gatesville State School for Boys, a former TYC institution, worked in laundry. Boys wore uniform clothing and their hair was cropped short. Youth today may wear their own clothing and have reasonable freedom of choice on hair length.*

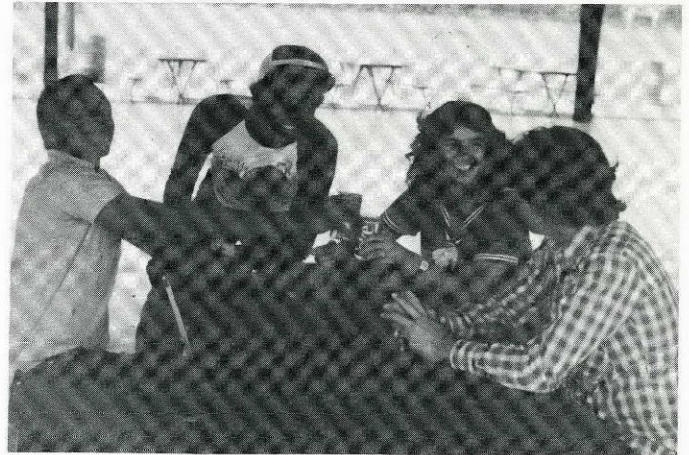
# . . . and NOW

*RESIDENTS of Dallas House, one of seven TYC-operated halfway houses, posed for this picture in February just prior to an open house for the community. TYC halfway houses (two more are to be opened soon) house only 24 youth, who attend public schools in the city, take part in recreational and social events in the community, and hold jobs in local businesses.*





A WIDE RANGE of alternative placements have been implemented since the Morales court case was filed, including a camping program at Fairfield, shown here. Other 'less-restrictive' placements now offered for youth, instead of institutions, are TYC halfway houses, a wilderness challenge program, a group home to open soon, and numerous privately-run residential contract programs, such as Girlstown in Austin and Gulf Coast Trade School near Houston.



THE MORALES agreement calls for TYC to take steps "to expand the use of volunteers" to provide students with increased social interactions. For many years now, TYC programs have organized Community Advisory Councils, whose members are volunteers from the nearby communities. Shown is the Gainesville Council, at left; at right is a scene from a recent annual picnic given by volunteers in San Antonio for youth on parole and youth in TYC contract placements.

## NOTES

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1836-1986