Daniel P. Lindsey
National Center on Poverty Law
205 West Monroe Street, 2nd Floor
Chicago, Illinois 60606
312.263.3830 ext. 232
February 4, 2000

Valley of Bones

> *The Lord took hold of me, and I was carried away by the Spirit of the Lord to a valley filled with bones. He led me around among the old, dry bones that covered the valley floor. They were scattered everywhere across the ground. Then he said to me, "Speak to these bones and say, 'Dry bones, listen to the word of the Lord! I am going to breathe into you and make you live again! I will put flesh and muscles on you and cover you with skin. I will put breath into you, and you will come to life.'" So I spoke these words, just as he told me. Suddenly as I spoke, there was a rattling noise all across the valley. The bones of each body came together and attached themselves as they had been before. Then as I watched, muscles and flesh formed over the bones. Then skin formed to cover their bodies, but they still had no breath in them. Then he said to me, "Speak to the winds and say: 'Come, O breath, from the four winds! Breathe into these dead bodies so that they may live again.'" So I spoke as he commanded me, and the wind entered the bodies, and they began to breathe. They all came to life and stood up on their feet--a great army of them.*
>
> *Ezekiel 37:1-10*

Six years ago Jocelyn Davis[1] was living in the Valley of Bones.

A war raged in and around Jocelyn's public housing high-rise as rival gangs vied for control of valuable drug turf. Children dodged bullets on the way to school. Residents went without groceries for fear of leaving their apartments. Caught in the cross fire late one rainy night, a young pregnant woman was shot and killed outside Jocelyn's building. The screams of the dead girl's mother could be heard above the pounding rain.

In Chicago's Henry Horner development, police records showed that someone was shot at, stabbed, or beaten every three days.[2] It was probably much worse: most residents were afraid to report criminal activity for fear of gang retaliation.

---

[1] To protect their privacy, I have used fictitious names for "Jocelyn" and her children.
[2] Alex Kotlowitz, *There Are No Children Here*, 32 (Doubleday: 1991).

Recalls Jocelyn, "They had safety bars on the windows. I used to look out through those bars and think, this is a prison. I can't go to the grocery store. I can't go to the laundrymat. My kids can't go outside to play. My whole family's in prison."

It was bad enough living in a war zone; the deterioration of the buildings added insult to injury. If the street gangs had a stranglehold on Horner, the Chicago Housing Authority's (CHA's) chronic lack of maintenance was a slow-acting poison.

By CHA's own admission, Horner was one of the worst public housing projects in the country.[3] Less than one in fifty apartments were up to code.[4] Violations included broken elevators, darkened hallways, lobbies and stairwells, broken, boarded-up and leaking windows, broken trash chutes, standing water, exposed wiring, common areas cluttered with refuse, broken or missing stairwell doors, defective stairwell handrails, treads and landings, human and animal waste in common areas, broken screen doors and windows, and abandoned laundry rooms with open or missing doors.[5]

Not surprisingly, one in two Horner apartments stood empty.[6] Vacant units were both cause and effect. The deterioration of units forced families out, causing vacancies. Vacancies in turn led to further decay as vandalized units strained heating, water, and electrical systems.

Jocelyn's fifteen-story building was a microcosm of Horner. At 2215 West Lake, the elevators were out of service more often than not. Residents were forced to haul groceries and laundry up dank, ill-lit stairways, running a gauntlet of vice. One tenant put in work orders on her stopped-up tub for a year, to no avail; for a year she took a bus across town to use her sister's bath.

This was the world in which Jocelyn Davis was forced to raise her children. Although, as one Horner resident put it, "There are no children here. They've seen too much to be children."[7]

---

[3] *Henry Horner Mother's Guild v. CHA*, 824 F. Supp. 810, 812 (N.D. Ill. 1993).
[4] During inspections in 1991 and 1992, only 9 out of 687 (1.3%) units met HUD's Housing Quality Standards (HQS). *Horner*, 824 F. Supp. at 813.
[5] *Id.* at 812-13.
[6] *Id.* at 810.
[7] Alex Kotlowitz, *There Are No Children Here*, x (Doubleday: 1991).

In 1991, lawyers at the Legal Assistance Foundation of Chicago (LAFC) filed a class action lawsuit against CHA and HUD[8] on behalf of Horner residents (estimated at 925 families)[9] and families on CHA's waiting list (estimated at 35,000).[10] Lead counsel for the plaintiffs was Bill Wilen, then the Housing Unit Supervisor at LAFC. In 1996, Bill would take the *Horner* case with him to the National Clearinghouse for Legal Services (now the National Center on Poverty Law).[11] Named as plaintiffs in the *Horner* case were eight current residents, two applicants, and the Henry Horner Mother's Guild, a group of tenants working to improve living conditions at Horner.

According to the complaint, 850 Horner units (almost half) stood empty and uninhabitable. CHA was allowing these units to remain vacant, instead of rehabilitating them and filling them with eligible families. Plaintiffs alleged that CHA's chronic neglect constituted *de facto* demolition: CHA might as well have been swinging the wrecking ball.

Of course, even wrecking ball-style demolition is lawful--if the housing authority complies with the demolition requirements set forth in 42 U.S.C. § 1437p. Specifically, § 1437p(a) requires public housing authorities (PHAs) to secure HUD's approval before demolishing units, and, at the time *Horner* was filed, § 1437p(b) required PHAs to replace, one-for-one, any units demolished. The *Horner* plaintiffs' core claim was that CHA was ignoring these requirements: it was "demolishing" units without seeking HUD's approval and without providing one-for-one replacement housing.

The *de facto* demolition theory had only been tested a few times before, and so far the courts were evenly split: out of four district courts ruling on motions to dismiss, two had sustained *de facto* demolition claims and two had dismissed them.

---

[8] HUD is the federal funding and oversight agency for public housing authorities (PHAs). It sets public housing policy, funds PHAs, and monitors PHAs' compliance with federal laws. It must also approve PHAs' plans to demolish their properties. 42 U.S.C. § 1437p.

[9] *Henry Horner Mother's Guild v. CHA*, No. 91 C 3316, 1991 U.S. Dist. LEXIS 16632, at *3 (N.D. Ill. Nov. 13, 1991).

[10] *Id.*

[11] LAFC is a federally funded agency which provides free legal services to low-income Chicago residents. Beginning in 1996, Legal Services Corporation (LSC) regulations prohibited LSC-funded agencies from participating in class action lawsuits. Bill took the *Horner* case with him to the National Clearinghouse for Legal Services (Clearinghouse), which was not LSC-funded. In 1999, the Clearinghouse changed its name to the National Center on Poverty Law.

The first court addressing the *de facto* demolition theory was *Edwards v. District of Columbia*.[12] The *Edwards* defendants moved for dismissal, arguing that only HUD had the authority to enforce the pre-approval and one-for-one provisions. The district court agreed, ruling that Congress had not intended to grant a private right of action to residents of public housing.[13] On appeal, the circuit court affirmed.[14]

Congress responded to *Edwards* by amending the demolition statute, adding § 1437p(d). The new subsection (d) beefed up the HUD pre-approval and one-for-one provisions, and Congress signaled its intent to confer a private right of action. As stated in the House Report, § 1437p(d) was "intended to correct an erroneous interpretation of the existing statute by the United States Court of Appeals for the D.C. Circuit in *Edwards v. District of Columbia* and shall be fully enforceable by tenants of and applicants for the housing that is threatened."[15]

Based upon this legislative history, the district court next addressing a *de facto* demolition claim, *Concerned Tenants Association of Father Panik Village v. Pierce*, [16] easily found a private right of action to enforce § 1437p. But the question remained: did tenants have the right to challenge *de facto*--as well as actual--demolition? The court's answer was a resounding yes:

> Because the result--the unapproved destruction of a housing project--is the same whether done by a wrecking ball and bulldozers or by neglect that renders the units uninhabitable, the requirements of § 1437p should apply to both actual and *de facto* demolitions. To conclude otherwise would allow public housing agencies to evade the law by simply allowing housing projects to fall into decay and disrepair.[17]

The district court ruled likewise in *Tinsley v. Kemp*,[18] decided the following year.

In *Dessin v. City of Fort Myers*,[19] however, the last *de facto* demolition claim ruled on before the *Horner* case was filed, the court went the other way. The *Dessin* court took a narrower view of

---

[12] 628 F. Supp. 333 (D.D.C. 1985).
[13] *Id.* at 339-40. The court likewise found that plaintiffs did not have a cause of action under 42 U.S.C. § 1983, nor a third-party beneficiary right to enforce the Annual Contributions Contract entered into between the District of Columbia and HUD. *Id.* at 341-45.
[14] *Edwards v. District of Columbia*, 821 F.2d 651 (D.C. Cir. 1987).
[15] H.R. Conf. Rep. No. 426, 100th Cong., 1st Sess. (1987).
[16] 685 F. Supp. 316 (D.C. Conn. 1988).
[17] *Id.* at 321.
[18] 750 F. Supp. 1001 (W.D. Mo. 1990).
[19] 783 F. Supp. 587 (M.D. Fla. 1990).

§ 1437p. Rejecting the position of the *Concerned Tenants* and *Tinsley* courts, the *Dessin* court refused to recognize a *de facto* demolition claim in the absence of explicit congressional language.[20] According to the *Dessin* court, "if Congress intended to provide public housing tenants with a cause of action for failure to maintain the property, it easily could have said so in plainer terms."[21]

Dessin was not a good omen for the *Horner* plaintiffs. Neither was *Gomez v. El Paso Housing Authority*,[22] decided the year after *Horner* was filed. Although the *Gomez* court recognized *de facto* demolition as a valid cause of action, the court ruled against the plaintiffs after a trial on the merits. Most troubling was the *Gomez* court's finding that plaintiffs were required (and had failed) to prove *an intentional policy* of engaging in *de facto* demolition.[23]

Ultimately, however, the *Horner* court rejected both *Dessin* and *Gomez*. In November 1991, the *Horner* court granted plaintiffs' motion for class certification[24] and denied CHA's motion to dismiss.[25] Following *Concerned Tenants* and *Tinsley*, the court ruled that plaintiffs had a private right of action to enforce § 1437p, and that its provisions covered *de facto* demolition.[26] The *Horner* court deferred "the far more difficult problem of what would have to be proved to show *de facto* demolition," including the issue of whether plaintiffs were required to prove intent.[27]

The court resolved the issue of intent two years later, when it decided the parties' cross-motions for summary judgment. The court denied both motions, ruling that issues of material fact remained as to whether CHA had engaged in *de facto* demolition.[28] The court noted that proof of what constitutes *de facto* demolition--a "nascent" area of the law--was a complicated matter requiring "further investigation by trial."[29] But the court emphatically rejected the *Gomez* approach, stating

---

[20] *Id.* at 590.
[21] *Id.*
[22] 805 F. Supp. 1363 (W.D. Tex. 1992).
[23] *Id.* at 1375-76.
[24] *Henry Horner Mother's Guild v. CHA*, No. 91 C 3316, 1991 U.S. Dist. LEXIS 16632 (N.D. Ill. 1991).
[25] *Henry Horner Mother's Guild v. CHA*, 780 F. Supp. 511 (N.D. Ill. 1991).
[26] *Id.* at 515.
[27] *Id.*
[28] *Henry Horner Mother's Guild v. CHA*, 824 F. Supp. 808 (N.D. Ill. 1993).
[29] *Id.* at 818.

that, "[w]hatever the Court finds necessary to prove *de facto* demolition, that proof will not include a showing of intent to demolish."[30]

This was good news for the plaintiffs. So was the decision handed down a year later in *Velez v. Chester Housing Authority*,[31] the second case in which a *de facto* demolition claim was adjudicated at trial. As in *Horner*, the *Velez* court ruled that plaintiffs were not required to prove intent. After a twelve-day bench trial, the *Velez* court entered judgment in favor of the plaintiffs and against the Chester Housing Authority.[32]

By late 1994, things were looking good for the *Horner* plaintiffs. All of CHA's substantive motions had been denied, and there were no more to file. In denying the parties' cross-motions for summary judgment, the court had adopted plaintiffs' core factual assertions: the horrific physical conditions at Horner, the increasingly high vacancy rate, and the lack of financial investment in Horner vis-à-vis other CHA developments.[33] And the *Velez* case served as a sobering precedent for CHA: a case in which the plaintiffs were not required to prove intent, and had prevailed at trial.

The clock was ticking. CHA had $30 million in development funds which it could use to rehabilitate or build units--$30 million it could use to settle the *Horner* case. The new Republican Congress was about to go into session. There was a real chance that Congress would rescind CHA's unused funds, which would then revert to HUD.

Settlement was in the air.

Jocelyn Davis knew nothing about the *Horner* lawsuit. Even if she had, she probably wouldn't have given it much thought. She was having a difficult pregnancy, and it was consuming all of her energy.

---

[30] *Id.*
[31] 850 F. Supp. 1257 (E.D. Pa. 1994).
[32] The court found HUD liable only for the period beginning November 6, 1991, when HUD took over the troubled Chester Housing Authority. *Id.* at 1278-79.
[33] *Horner*, 824 F. Supp. at 818.

Jocelyn knew she needed extra support, so in June 1994 she started spending the night at her mother's. Jocelyn regularly traveled back to her apartment in Horner, and she made sure to pay the rent.

In November 1994 a friend of Jocelyn 's informed her that someone had broken into her apartment. Jocelyn came over and found that her unit had been stripped clean. The burglars had taken most of her personal belongings, including a kitchen and living room set, beds, clothes, a television, and her children's toys. They had also taken fixtures (pipes, doors, windows, and window frames) and appliances (the refrigerator and stove). Jocelyn reported the incident to CHA, which boarded up the apartment.

Jocelyn continued to live at her mother's. Her apartment remained uninhabitable, so she did not pay rent. CHA told Jocelyn it would either repair her apartment or relocate her.

In May 1995, Jocelyn went to the CHA office to inquire about the status of her apartment. CHA had still not repaired it, but claimed that Jocelyn owed $441 in back rent. Jocelyn did not understand why she had to pay rent, but she paid anyway.

In October 1995, Jocelyn again went to the management office. CHA had finally decided not to repair Jocelyn's apartment. CHA would instead move her into a third-floor apartment in the same building--if she paid a balance of $249. Again Jocelyn felt she did not owe the money, but again she paid. She also signed a new lease. CHA told her it would contact her when the new apartment was ready. Jocelyn made sure CHA had her mother's phone number.

CHA never called.

Jocelyn called, repeatedly, but to no avail.

In February 1996, Jocelyn could no longer stay at her mother's. With nowhere else to go, she was forced to move into an emergency shelter.

Over the course of the next eighteen months Jocelyn moved five times. She had long since given up on CHA.

In the fall of 1997, while sorting through some papers, Jocelyn came across a document entitled "Henry Horner Housing Certificate." She read the following words with cautious hope: "This certifies that Jocelyn Davis, principal leaseholder at Henry Horner Development, is guaranteed the right to replacement housing." An accompanying letter listed the name and number of an attorney. Jocelyn didn't know what it all meant, but she figured she'd better find out.

She picked up the phone and dialed.

On September 1, 1995, the district court for the Northern District of Illinois approved and entered a consent decree in the *Horner* case.[34] The 49-page consent decree set forth the terms according to which the Horner complex would be redeveloped through a combination of demolition, rehabilitation, and new construction.

Every family legally residing in Horner on or after April 4, 1995, would receive a "Henry Horner Housing Certificate" documenting their right to replacement housing: a new or rehabilitated unit on the Horner site, a new unit in the surrounding neighborhood, a scattered site unit not located in the Horner neighborhood, or a privately-owned apartment subsidized through the Section 8 program. Residents would rank their replacement housing choices and would, where possible, receive their first choice.[35]

Redevelopment would proceed in five phases, covering all three sections of the Horner complex: the centrally located Homes, the Extension (stretching west), and the Annex (several blocks south).

During Phase I, CHA would demolish five Extension buildings and provide replacement housing for the residents of eight buildings (two in the Extension and six in the Homes). Replacement housing would include 200 townhome units built on-site and 266 units built in the surrounding neighborhood. To create a mixed-income community, half of the new units would be

[34] The decree entered on September 1, 1995, was an amended consent decree. The original consent decree, entered by the district court on April 4, 1995, was renegotiated after HUD took over management of the troubled CHA.
[35] All but a handful of residents have received their first choice of replacement housing.

occupied by "very low-income" families, half by "low-income" families, as defined by HUD.[36] Residents of the Annex would vote whether to have it rehabilitated or demolished in favor of off-site housing.[37]

During Phases II-V, CHA would demolish the rest of the high-rises, rehabilitate the Homes mid-rises, and provide replacement housing for all remaining Horner families.

At the time the decree was entered, § 1437p(b)'s one-for-one replacement rule was still in effect, but HUD was lobbying Congress to eliminate it. The decree therefore stated that all units demolished during Phase I had to be replaced one-for-one; if, however, Congress repealed the one-for-one statute prior to Phase II, the parties would have to renegotiate the replacement of units demolished during Phases II-V.

Congress did in fact repeal the one-for-one law in 1998 (prior to Phase II).[38] After lengthy negotiations, the parties finally agreed to submit all post-Phase I development to a competitive bidding process. Private developers will respond to a Request for Proposals including the following guidelines: (1) the Homes mid-rises will be demolished; (2) two or three new mid-rises will be built, along with several hundred townhome units (for a likely total of 700 to 800 new units); and (3) a minimum of 32.5% of the new units, or 220 (whichever is greater), will be occupied by "very low-income" families.

This arcane formula for determining the number of "very low-income" units reflects the pitched battle over the amount of public (versus market-rate) housing to be built at Horner. Horner lies on Chicago's near west side, which is gradually gentrifying from the east--the direction of Chicago's downtown Loop. Now that the one-for-one rule has been eliminated, the Powers That Be--HUD, CHA, the City of Chicago, developers, and others--are all seeking to maximize the

---

[36] Very-low income families make between 0% and 50% of the area median income (between $0 and $31,750 for a Chicago family of four). Low-income families make between 50% and 80% of the area median income (between $31,750 and $50,800 for the same family). The overwhelming majority of CHA and waiting list families are very-low income.

[37] The Annex residents voted overwhelmingly in favor of rehabilitation.

[38] Section 531(a) of the 1998 Quality Housing and Work Responsibility Act, Pub. L. 105-276 (Oct. 21, 1998), amended 42 U.S.C. § 1437p.

amount of private, market-rate housing built at Horner. The primary reason: the more market-rate housing, the more profit.

Never mind that 30,000 families still languish on CHA's waiting list.[39] Or that, according to a 1999 HUD-funded study, there is a Chicago-area deficit of approximately 150,000 rental units for very-low income families.[40]

That is why the *Horner* case is such a success story. By now all of the Horner residents have made their replacement housing choices. Despite all they have lived through, the majority of families have chosen to remain in the Horner community--and every one of them will be able to do so.[41]

Already, almost 400 families are living in the new Horner community, which even has a new name: West Haven. After years of living in a virtual hell, these families have, indeed, found refuge.

Families are living in brand-new townhomes, newly painted, with new appliances, driveways, and garages. Children are playing in the yards, and on the streets. Neighbors are forming block clubs, and having block parties.

This, in a nutshell, is the *Horner* success story.

For Jocelyn Davis, though, there almost was no success story.

On October 10, 1997, Jocelyn called the number on the letter accompanying her "Henry Horner Housing Certificate." She ended up speaking with me, a staff attorney at the National Center on Poverty Law (Center).

At that time Bill Wilen and I comprised the Center's Housing Unit. We spent (and still spend) much of our time implementing the *Horner* consent decree. This includes assigning Horner families to new units--which at times feels like aiming at a moving target. Residents move or get

---

[39] *Chicago Housing Authority 5-Year Plan*, 8 (Sept. 30, 1999).

[40] *For Rent: Housing Options in the Chicago Region*, Figure 34, (Nov. 1999), available on-line at www.metroplanning.org.

[41] In addition, many families who moved out of the Horner neighborhood into scattered site or Section 8-subsidized units have asked to return. While the consent decree does not give these families the right to move back, several families facing gang violence and racial harassment have been accommodated and moved back by CHA.

evicted, bedroom needs change as babies are born or household members die, and families exercise their option to "split" (where two adults living in the same household decide to form separate households). Once we assign a family to a unit, CHA conducts a housekeeping inspection and runs a credit check on the leaseholder and a criminal check on all household members.

Under the decree, any family member convicted of a serious crime on or after April 4, 1995 (the date of the original consent decree) cannot move into a new unit. The leaseholder has the option of removing the offender from the lease; if not, the whole family loses its right to replacement housing. Residents also lose their right to replacement housing if they are evicted for non-payment of rent or for other lease violations. All of these conditions are spelled out on the back of the "Henry Horner Housing Certificate."

There is one more disqualifying condition. When I submitted Jocelyn's name to CHA for processing, they denied that she was entitled to housing on the ground that she had voluntarily vacated her unit. CHA also claimed that Jocelyn owed a rent balance of $638.19.

Thus began the fight to get Jocelyn Davis into one of the new Horner units.

Jocelyn's case was not unique. CHA often disputes an assignment based on one of the above grounds (or others).[42] Fighting these individual battles is part and parcel of enforcing the *Horner* decree.

After a good deal of back-and-forth wrangling over Jocelyn's case, CHA was still not convinced. But CHA did agree to conduct an informal hearing--if Jocelyn would first pay the alleged rent balance.

This was no small matter. Jocelyn earned a Certified Nurse Assistant degree in 1991, and for years she worked on and off for a temp agency. But then she was injured and went back on public aid. Jocelyn was living in a private, unsubsidized apartment which she could not afford (and would

[42] CHA can also "defer" assignments when issues arise such as custody of children or anti-social (but not illegal) behavior. Then the parties work together toward a solution (e.g., resolution of the custody dispute or enrollment of the resident in an alcohol treatment program).

soon lose). Putting together $638.19 was a daunting task--and even if Jocelyn could do so, it would be difficult giving the money to CHA knowing she still might not get an apartment.

We finally overcame this hurdle by turning to an unlikely source: the Illinois Department of Children and Family Services (DCFS).

At one point during Jocelyn's two-year odyssey she became overwhelmed and sought an escape from her troubles--through cocaine. At first she felt in control. Then, one day, Jocelyn left her kids with her aunt and didn't return. Her aunt called DCFS, which filed a family court case against Jocelyn. The court awarded DCFS temporary custody of Jocelyn's three children.

Jocelyn remembers coming home from the custody hearing and finding her children gone, their belongings strewn about the apartment.

"I remember thinking, this is how they reacted when a stranger came and took them away, and they didn't know where I was. I couldn't believe I had sunk so low that my kids had gone into the system. It felt like somebody had cut my heart out."

Losing her children was all the motivation Jocelyn needed--though she is quick to credit the strength she received from God and the tough love shown by her mother. Jocelyn successfully completed rehab and got her children back four months later.

Before the DCFS worker closed Jocelyn's case, I contacted her to see if we could get Jocelyn some *Norman* funds.

Norman v. Johnson[43] was a class action brought by LAFC on behalf of impoverished parents in danger of losing their children because they could not provide adequate food or shelter. Plaintiffs sued DCFS for failing to offer the services needed to help them keep their families intact. The case was settled, and, pursuant to the resulting consent decree, DCFS established a pool of funds available to parents in need of help securing food or shelter.[44]

---

[43] 739 F. Supp. 1182 (N.D. Ill. 1990).
[44] *Norman v. McDonald*, 930 F. Supp. 1219, 1221 (N.D. Ill. 1996).

Jocelyn's case worker agreed to apply for *Norman* funds. DCFS granted her request and issued a check on Jocelyn's behalf in the amount of $638.19.

Now that Jocelyn had erased the debt claimed by CHA, she could get an informal hearing. I tracked down and interviewed two residents who had been her neighbors at 2215 West Lake. They confirmed the chronology of the vandalized and boarded-up apartment, which supported our position that Jocelyn did not voluntarily leave CHA. Both women agreed to testify at Jocelyn's hearing.

I also submitted a letter from Jocelyn's case worker verifying that Jocelyn had completed all the steps required of her by the family court, and that her children had been returned. The case worker wrote that Jocelyn was highly motivated and predicted that, given stable housing, she was fully capable of raising her children.

As is typical in these cases, I argued as much equity as law. Between the two, we scored enough points to convince CHA.

On June 16, 1998, Jocelyn Davis moved into her new home.

Jocelyn's three-bedroom townhome stands in the shadow of 2215 West Lake, now vacant and scheduled for demolition in May 2000.

Jocelyn's ten-year-old daughter Tameka is old enough to remember living in 2215, and she is looking forward to the day it is destroyed. Then she and her brothers Tyrone and Toby won't have to walk past it on the way to school. Tameka hopes that once 2215 is gone, some of her memories will go away as well.

It is a positive sign that Tameka is thinking about the future. Six years ago, most of the kids living in Horner didn't think in terms of the future--they just hoped to survive the present. Today, Jocelyn's kids have the breathing room to look ahead and make plans. Tameka wants to be a doctor. Tyrone wants to be a police officer. Toby wants to be a fire fighter.

It is not surprising that Jocelyn's children plan to spend their lives helping people. Their model, after all, is Jocelyn.

About the time she moved into her new unit, Jocelyn began taking classes at a local technical school. On January 21, 2000, she graduated with her Licensed Practical Nurse degree. Now Jocelyn wants to enroll in a community college where, with another year's classes, she can earn a Registered Nurse (RN) degree, allowing her access to the full range of nursing jobs.

I asked Jocelyn what plans she has for her RN degree.

"I've been thinking that what I really want is to work in a hospital on the drug recovery floor. I want to see more people become like me. I know someone whose children have been in the system for six years, and she's still using drugs. I could never see myself like that. Nobody's gonna take care of your children like you do. I want to help others get where I am."

I have no doubt that she will--that, in time, she will help others out of the Valley of Bones, where they, too, will begin to breathe, and come to life, and stand up on their feet.