

PARTIAL

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

CHARLES BLACK, THOMPSON BOONE,	)	
ELDON ESCALANTE, ALONZO MATA, on	)	
behalf of themselves and all others	)	No. CIV 84-111 PHX CAM
similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
-vs-	)	
	)	
JAMES D. RICKETTS, Director of	)	
Corrections;	)	
DONALD WAWRZASZEK, Superintendent,	)	
Arizona State Prison at Florence;	)	
ALFRED GRIJALVA, Warden, Cellblock 6,	)	
Arizona State Prison at Florence,	)	
	)	
Defendants.	)	

STIPULATED SETTLEMENT AGREEMENT

On May 7, 1984, the plaintiffs in this class action lawsuit filed their amended complaint alleging violations of the United States and Arizona Constitutions and Statutes. The parties herein now waive hearing and agree to the submission of this Stipulated Settlement Agreement to the court for its review and approval.

It is agreed by and between the parties as follows:

PART I

1. This agreement is entered into as a settlement of an existing dispute between the plaintiff class and the

1 defendants as to the appropriate policies, procedures and
2 practices necessary to operate the Administrative Segregation
3 Unit of the Arizona State Prison in a manner which will
4 satisfy federal and state constitutional and statutory
5 standards. The agreement additionally provides for specific,
6 definable and good faith efforts to be made by the defendants
7 to achieve certain goals for implementing and enforcing these
8 standards, within specified periods of time. This agreement
9 satisfies and resolves the claims of the class of plaintiffs,
10 excepting only any attorneys' fees and costs of plaintiffs'
11 counsel.

12 2. Part I of this agreement states the positions of
13 the parties and provides for structural and operational
14 agreements that shall govern the execution of the entire
15 agreement during the term of said agreement. Part I is not
16 subject to modification.

17 Part II of this agreement sets forth fundamental
18 principles, addressing all the issues in this action, which
19 shall govern the operation of the administrative segregation
20 unit. Part II is not subject to modification.

21 Part III of this agreement sets forth the present
22 policies and procedures of the Arizona Department of
23 Corrections. These policies and procedures shall be
24 consistent with the principles set forth in Parts I and II.
25 These policies and procedures are subject to modification by
26 the Department of Corrections at any time. Plaintiffs may

1 petition the court for an order invalidating such policy or
2 procedure, however, the burden shall be upon plaintiffs to
3 prove that the policy is substantially detrimental to the
4 class. Such policy shall not be invalidated, even upon a
5 showing of substantial detriment, if defendants establish that
6 such policy is necessary to the operation of the
7 administrative segregation unit.

8 3. The class of plaintiffs agree that they shall
9 seek no further injunctive relief from the acts, practices or
10 omissions alleged in the pleadings, save and except to enforce
11 the provisions of this agreement.

12 Correspondingly, the defendants agree not to raise
13 any defenses previously alleged in the pleadings as to the
14 requested injunctive relief but may object and raise defenses
15 as to whether and to what extent they have met the terms and
16 conditions of this agreement.

17 4. The plaintiffs brought this suit as a class
18 action seeking to represent members of the class for purposes
19 of securing declaratory and injunctive relief. For purposes
20 of this agreement, the class shall be those persons which the
21 court has previously identified and certified as members of
22 the class pursuant to its order dated May 25, 1984, consistent
23 with Rule 23, Fed. R. Civ. P.

24 5. The defendants agree to operate all units
25 housing class members in a manner consistent with the terms of
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1 this agreement, and the Constitutions and laws of the State of
2 Arizona and of the United States.

3 However, this agreement in no way constitutes an
4 adjudication or finding of any present or past unlawful
5 practice by the defendants, it being fully understood that the
6 defendants unequivocally deny that any such acts or practices
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8 6. In the event any provision of this agreement
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10 between the parties, the party complaining of such
11 misunderstanding shall notify the parties by mail. The
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2 agreement, and to give advice and recommendations to either
3 party upon request. The parties have agreed to the
4 appointment of Allen Breed as monitor. If in the future the
5 parties are unable to agree upon an individual to serve as
6 monitor, each party will submit the names of three (3) persons
7 willing to serve in this capacity to the court. The court
8 will then appoint the monitor from this proffered list.

9 Fees and expenses of the monitor will be borne by
10 the defendants, and will be limited to a schedule agreed upon
11 by the monitor and the defendants.

12 In carrying out the monitor's duties, consistent
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14 shall:

15 a. have unobstructed access to staff, inmates or
16 other knowledgeable persons for interviews or written
17 communication regarding conditions within the institution.
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19 private, and the names of those interviewed may be held in
20 confidence by the monitor if requested by the individual
21 interviewed, or if the monitor believes that release of such
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26 persons interviewed withheld from the defendants will likewise

1 be withheld from plaintiffs. The Director of the Arizona
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3 of such interviews or communications in a manner which shall
4 preserve the confidentiality of the source of the information.
5 If the monitor discovers or receives information, during the
6 course of his duties as a monitor, that presents an imminent
7 threat to the safety or security of the institution, he shall
8 immediately inform the Director. In all other instances, such
9 notification shall be made as soon as is practicable;

10 b. have complete and unobstructed access to files,
11 records, reports, memoranda or other documents within the
12 defendants' custody for purposes of compliance with the terms
13 of this agreement;

14 c. have the authority to retain experts to evaluate
15 the technical areas of medical-psychiatric care, sanitation,
16 classification and fire safety when such assistance becomes
17 necessary to adequately assess compliance. Local experts will
18 be used when available. The experts' fees and costs will be
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22 d. have unobstructed access to tour and inspect
23 institutions for purposes of compliance with the terms of this
24 agreement. Ordinarily, the monitor will inform the Director
25 of Corrections of his plans to visit the institutions, but may
26 visit unannounced if necessary; and

1 e. not be subject to dismissal except upon
2 agreement of both parties, or by the court upon motion of one
3 of the parties and a showing of good cause.

4 8. The monitoring period shall continue for 12
5 months from the date of the approval by the court of this
6 Stipulated Settlement Agreement. During that time, the
7 monitor shall prepare two (2) reports summarizing the
8 monitor's findings and evaluations. Copies of such reports
9 shall be provided to counsel for the parties. The parties
10 shall have thirty (30) days from the date a report is issued
11 to resolve any disputes. After the expiration of those thirty
12 (30) days, either party may initiate court action to resolve a
13 dispute arising from the monitor's report.

14 9. Counsel for plaintiffs will be provided with
15 notice by the monitor of all communications between the
16 monitor and defendants, of all visits by the monitor, and of
17 all the material required by and/or delivered to the monitor
18 by the defendants. Counsel for the defendants will be
19 provided with notice by the monitor of all communications
20 between the monitor and plaintiffs' counsel. The monitor will
21 provide a summary of all materials he has reviewed to counsel
22 for plaintiffs and defendants. Upon request by the counsel
23 for plaintiffs the monitor will obtain and forward copies of
24 the documents reviewed.

25 10. The monitor, with the agreement of both parties,
26 shall have authority to extend the monitoring period for an

1 additional twelve (12) months to allow for compliance, in
2 which case the monitor will prepare two (2) more reports of
3 findings and evaluations.

4 11. The parties agree that this Stipulated
5 Settlement Agreement will be honored and fulfilled in the
6 utmost good faith and that, should either party breach any
7 portion of the agreement, at any time, the other party or the
8 monitor may seek enforcement upon motion to the court.

9 12. The plaintiffs acknowledge their obligation to
10 assure the safety and sanitation of the facility by adhering
11 to all rules and regulations pertinent to those issues.

12 13. The parties agree and stipulate that this action
13 may be dismissed, without prejudice, pursuant to Fed. R. Civ.
14 P. 41, upon full performance, as certified by the monitor, by
15 all parties to this Stipulated Settlement Agreement.

16 14. The effective date of this Stipulated Settlement
17 Agreement is the date on which it is approved by this court.

18 DATED this ____ day of _____, 1985.

19 BY DEFENDANTS:

BY PLAINTIFFS:

20

21

22

23

24

25

26

1
2
3 PART II
4

5 CLASSIFICATION
6

7 1. Defendants shall promulgate and implement a
8 written classification system which will govern placement
9 into, and release from, administrative segregation. This
10 system shall include objective, rational, standardized
11 criteria and subjective judgment.

12 2. Prior to being classified to administrative
13 segregation all individuals will be provided with certain
14 procedural rights. These rights shall include:

- 15 a. Notice of time and place of hearing;
16 b. A written statement setting forth the
17 reasons for referral;
18 c. A written summary of any confidential
19 information provided the committee;
20 d. The opportunity to be present at the
21 hearing and to make a statement;
22 e. The opportunity to call witnesses unless
23 the referral is the product of an
24 adjudicated disciplinary violation. If
25 the inmate's witnesses are housed in a
26 facility other than the place of
hearing, other means of communication
may be used.
f. A written statement of the
classification decision containing
stated reasons; and

1 g. The opportunity to have the decision
2 reviewed by the Director or his
 designee.

3 3. Each individual classified to administrative
4 segregation will be provided with a written statement
5 setting forth uniform requirements and individualized goals.
6 The inmate shall participate in the formulation of the
7 individualized goals. The requirements and goals shall be
8 capable of being successfully performed prior to the
9 reclassification hearing. Accomplishment of the
10 individualized goals and compliance with the uniform
11 requirements should normally result in reclassification to a
12 lesser custody status. Failure of the inmate to cooperate
13 in the formation of the goals or performance of the
14 requirements and goals shall be a factor considered in the
15 making of reclassification decisions.

16 4. Reclassification hearings shall be held by a
17 committee. This committee shall have authority to recommend
18 changes in custody status to the Director or his designee.
19 Each administrative segregation inmate shall have a
20 reclassification hearing every six (6) months. The hearing
21 shall be held no later than thirty (30) days after
22 completion of each six (6) month period. At ..
23 reclassification hearings, all individuals will be provided
24 with certain procedural rights. These rights shall include:

25 a. Notice of time and place of hearing;
26

- 1 b. The opportunity to make a written
2 statement. If an inmate is denied
3 release at his first reclassification
4 hearing, the inmate shall have the
5 opportunity to appear and make an oral
6 statement to the committee at his next
7 reclassification hearing, and annually
8 thereafter, unless such appearance poses
9 a serious security threat to the
 institution;
- c. A written statement of the
 classification decision containing
 stated reasons; and
- d. Review by the Director or his designee.

10 5. Refusal to accept an inmate by a receiving
11 facility shall not be sufficient reason for denial of a
12 change in classification.

13 6. The classification system for administrative
14 segregation inmates shall include provisions requiring
15 review after ninety (90) days of placement, and every one
16 hundred eighty (180) days thereafter, by an internal
17 institutional classification committee.

18 7. No medically or psychologically inappropriate
19 inmates will be classified to, or retained in,
20 administrative segregation.

21 8. The defendants agree to make arrangements for
22 those administrative segregation inmates who also meet the
23 departmental criteria for special custody classification and
24 require protection. Such arrangements shall include total
25 separation of those inmates from other administrative
26 segregation inmates housed within the same cellblock.

1 Temporary alternative measures may be utilized to assure the
2 safety of these inmates in the event of an emergency.

3 9. The classification system for administrative
4 segregation inmates is included in Part III of this
5 agreement.

6
7 SECURITY AND CONTROL

8
9 1. Defendants shall promulgate and implement
10 specific policies which regulate the use of force and
11 chemical agents for purposes of control. These policies
12 shall be included in Part III.

13 2. No physically intrusive rectal cavity
14 examinations shall be performed upon any administrative
15 segregation inmate unless all available less intrusive
16 search methods have been exhausted. All intrusive rectal
17 cavity searches shall be conducted by health care personnel
18 in private and with regard for the dignity of the inmate.
19 If an intrusive rectal cavity search must be performed
20 without the consent of the inmate, it shall be done only by
21 a licensed health care provider in a medical setting.

22
23 COMMUNICATION

24 1. Defendants agree that inmates in
25 administrative segregation will be subject to the same
26 policies regarding correspondence as inmates in the general

1 population. These policies are included in Part III of this
2 agreement.

3 2. Inmates in administrative segregation shall
4 be permitted at least one non-legal, non-emergency phone
5 call each fourteen days. Defendants may increase phone
6 access as an incentive for good behavior.

7 3. (a) Defendants shall provide reasonable
8 non-contact visitation as provided by administrative
9 segregation unit policy included in Part III of this
10 agreement. Each administrative segregation inmate shall
11 have the opportunity to have at least one (1) non-contact
12 visit of two (2) hours duration each week. The Department
13 may increase visitation for inmates as an incentive for good
14 behavior.

15 (b) An inmate who remains in the
16 administrative segregation custody status for a period in
17 excess of six (6) months may make a written request for
18 contact visitation. Contact visitation shall not be
19 automatically denied inmates making such requests. The
20 Deputy Warden shall evaluate each request. Such requests
21 may be denied for legitimate reasons. Among the
22 considerations that may result in a denial of contact
23 visitation are health, safety, security, and the orderly
24 operation of the prison. Requests for contact visitation
25 shall not be denied for reasons of punishment, except as
26 provided in paragraph four (4) below. Denial of a written

1 request by the Deputy Warden shall not preclude the inmate
2 from making further written requests at ninety (90) day
3 intervals.

4 4. Defendants agree that no prisoner shall be
5 denied minimum access to a specific form of communication
6 unless there has been a finding that that specific form of
7 communication has been used in the commission of an offense
8 proscribed by the disciplinary rules. Such finding shall be
9 made through the disciplinary system.

11 STAFFING

12 Defendants agree to provide staff adequate in
13 numbers and training to assure the safety and security of
14 administrative segregation inmates. Defendants shall
15 provide specialized training and periodic in-service
16 training for personnel assigned to administrative
17 segregation.

19 DISCIPLINARY SYSTEM

20 The system-wide disciplinary system will operate
21 in administrative segregation.

23 ENVIRONMENTAL AND FOOD SERVICE

24 1. Defendants shall provide a healthful
25 environment for inmates which shall include clean and
26 orderly surroundings; toilet, bathing and laundry

1 facilities; lighting, ventilation and heating; compliance
2 with all state and federal health, fire, safety, sanitation
3 and food service regulations; a nutritionally adequate diet;
4 and clothing that is clean, reasonably fitted and suited to
5 the season.

6 2. All facilities affecting the health or safety
7 of administrative segregation inmates shall be inspected by
8 responsible local or state authorities at least twice
9 yearly. Defendants' facilities and equipment shall comply
10 with established governmental health, fire, safety,
11 sanitation and food service requirements; and defendants
12 shall take prompt and reasonable action to correct
13 deficiencies, if any, that are reported to them by
14 responsible local and state authorities.

15 3. Defendants shall adopt and implement policies
16 which set minimum standards for the provision of a healthful
17 and safe environment for administrative segregation inmates.
18 Such policies are included in Part III of this agreement.

19 4. Defendants shall ensure that administrative
20 segregation inmates receive the same quantity and quality of
21 food as inmates in the general population.

22 5. Food shall not be used as punishment for
23 administrative segregation inmates.

24 6. Adequate religious and medical diets shall be
25 provided for all inmates who require and are authorized such
26 diets.

1 INTERNAL MANAGEMENT

2 1. Defendants may, but need not, promulgate and
3 implement an internal management program for administrative
4 segregation inmates. A function of any internal management
5 program shall be to provide incentives to inmates through the
6 fair allocation of privileges. Any such program shall be
7 written in clear, easily understandable language, and shall be
8 designed to assure that:

9 A. Minimal requirements set forth in this
10 agreement relative to food, exercise, housing, communications,
11 programming, recreation, and other essential services shall be
12 provided to all administrative segregation inmates.

13 B. Privileges shall not be granted or denied
14 in an arbitrary manner.

15 C. Privileges earned pursuant to such program
16 may not be forfeited unless there has been a finding that an
17 offense proscribed by the disciplinary rules has been
18 committed. Such finding shall be made through the
19 disciplinary system. If the department implements an internal
20 management program, the disciplinary committee, following a
21 finding of guilt, may refer recommendations for loss of
22 privileges to the internal management administration or
23 committee to determine the privileges forfeited.

24 D. Any internal management program shall not
25 include as "privileges" the following:

26 (a) Food;

- 1 (b) Clothing;
- 2 (c) Individual exercise;
- 3 (d) Showers;
- 4 (e) Reading materials;
- 5 (f) Educational materials;
- 6 (g) Religious materials and access to
- 7 religious services;
- 8 (h) Access to the law library;
- 9 (i) Access to counseling;
- 10 (j) Basic writing materials, envelopes
- 11 and postage; and
- 12 (k) Minimum hygiene supplies, including:
- 13 (i) soap;
- 14 (ii) toilet paper;
- 15 (iii) toothbrush;
- 16 (iv) toothpaste;
- 17 (v) deodorant;
- 18 (vi) shaving materials; and
- 19 (vii) shampoo.

20 E. Increased allocation of privileges shall
21 be based upon clearly defined objective criteria.

22 2. Prior to the implementation of any internal
23 management program, the Deputy Warden shall ensure that staff
24 are trained in the purpose and operation of the program.
25 Prior to the implementation of any internal management
26 program, the Deputy Warden shall ensure that inmates are

1 provided with written and oral instruction in the purpose and
2 operation of the program. This training and instruction shall
3 include participation by a psychologist.

4 3. The Deputy Warden shall have the responsibility
5 for administering and monitoring the program. The
6 effectiveness of any internal management program shall be
7 evaluated semi-annually in the first year and annually
8 thereafter by the Deputy Warden. The Deputy Warden shall
9 solicit written comments from a psychologist. These comments
10 will be considered in evaluating the program. The written
11 evaluation by the Deputy Warden together with the
12 psychologist's written comments shall be submitted to the
13 Director or his designee.

14
15 PROGRAMMING AND EXERCISE

16 1. Non-contact group activities shall be
17 instituted for educational, recreational and religious
18 activities. The number of inmates who may be permitted to
19 participate in non-contact group activities at any one time or
20 session shall be contingent upon space limitations within the
21 administrative segregation unit, legitimate security concerns,
22 and availability of staff.

23 2. Inmates confined in administrative segregation
24 shall be allowed two (2) hours of outdoor exercise three (3)
25 days per week. Outdoor exercise shall be offered during
26 daylight hours.

1 3. Adequate, appropriate exercise equipment shall
2 be provided and maintained in good repair.

3 4. At the request of treatment staff, religious
4 representatives or educational staff and if approved by the
5 Deputy Warden, administrative segregation inmates shall be
6 allowed unshackled, face-to-face private meetings with the
7 person making the request.

8 5. Inmates shall have the right to regular
9 consultation with a religious representative of the religion
10 of their choice. Consistent with the legitimate requirements
11 of security as determined by the Deputy Warden, Native
12 American inmates may participate in pipe ceremonies and sweat
13 lodge ceremonies.

14 6. Correctional Program Officers shall not serve
15 on a disciplinary committee involving inmates on their
16 caseload.

17 7. Consistent with the legitimate requirements of
18 security, administrative segregation inmates shall be assigned
19 the available work outside their cells. Work assignments
20 shall be fairly distributed among all administrative
21 segregation inmates who meet security requirements. Work
22 assignments will be available within the building, and may be
23 made available outside the building but within the perimeter
24 of the administrative segregation unit.

25 8. Educational programs shall be available to
26 administrative segregation inmates. Upon placement into

1 administrative segregation, or within a reasonable time
2 thereafter, each administrative segregation inmate shall be
3 given the opportunity to develop in conjunction with an
4 education instructor a specific educational plan. The inmate
5 then shall be placed into the educational program which is
6 most consistent with the inmate's education plan. Any inmate
7 who abuses the educational program provided to him may be
8 removed from that educational program by the educational
9 instructor.

10 9. There shall be a Correctional Program
11 Supervisor (CPS) assigned to administrative segregation. That
12 person shall have at least a bachelor's degree in counseling,
13 sociology, psychology, criminal justice, or related
14 disciplines. Correctional Program Officers (CPO) shall
15 receive in-service training to develop their skills in
16 managing administrative segregation inmates.

PART III

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- B. Statement on Use of Chemical Agents
- C. Department Policy No. 416 - Mail Regulations - Adult Institutions
- D. Department Policy No. 419 - Inmate Mail Censorship
- E. Department Policy No. 322 - Christmas Packages for Inmates
- F. Department Policy No. 434 - Processing of Contraband Confiscated through the Mail
- G. Department Policy No. 418 - Inmate Use of Telephone
- H. Internal Management Procedure No. 302.5 - Visitation
- I. Internal Management Procedure No. 619 - Visitation Scheduling Procedure
- J. Statement on Physical Plant, Safety and Emergency Procedures, Food Service, Sanitation and Hygiene
- K. Director's Management Order 85-09 - Administrative Segregation

BRIEF

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7 monitor shall prepare two (2) reports summarizing the
8 monitor's findings and evaluations. Copies of such reports
9 shall be provided to counsel for the parties. The parties
10 shall have thirty (30) days from the date a report is issued
11 to resolve any disputes. After the expiration of those thirty
12 (30) days, either party may initiate court action to resolve a
13 dispute arising from the monitor's report.

14 9. Counsel for plaintiffs will be provided with
15 notice by the monitor of all communications between the
16 monitor and defendants, of all visits by the monitor, and of
17 all the material required by and/or delivered to the monitor
18 by the defendants. Counsel for the defendants will be
19 provided with notice by the monitor of all communications
20 between the monitor and plaintiffs' counsel. The monitor will
21 provide a summary of all materials he has reviewed to counsel
22 for plaintiffs and defendants. Upon request by the counsel
23 for plaintiffs the monitor will obtain and forward copies of
24 the documents reviewed.

25 10. The monitor, with the agreement of both parties,
26 shall have authority to extend the monitoring period for an

1 additional twelve (12) months to allow for compliance, in
2 which case the monitor will prepare two (2) more reports of
3 findings and evaluations.

4 11. The parties agree that this Stipulated
5 Settlement Agreement will be honored and fulfilled in the
6 utmost good faith and that, should either party breach any
7 portion of the agreement, at any time, the other party or the
8 monitor may seek enforcement upon motion to the court.

9 12. The plaintiffs acknowledge their obligation to
10 assure the safety and sanitation of the facility by adhering
11 to all rules and regulations pertinent to those issues.

12 13. The parties agree and stipulate that this action
13 may be dismissed, without prejudice, pursuant to Fed. R. Civ.
14 P. 41, upon full performance, as certified by the monitor, by
15 all parties to this Stipulated Settlement Agreement.

16 14. The effective date of this Stipulated Settlement
17 Agreement is the date on which it is approved by this court.

18 DATED this ____ day of _____, 1985.

19 BY DEFENDANTS:

BY PLAINTIFFS:

20 _____
21 _____
22 _____
23 _____
24 _____
25 _____
26 _____

1
2
3 PART II
4

5 CLASSIFICATION
6

7 1. Defendants shall promulgate and implement a
8 written classification system which will govern placement
9 into, and release from, administrative segregation. This
10 system shall include objective, rational, standardized
11 criteria and subjective judgment.

12 2. Prior to being classified to administrative
13 segregation all individuals will be provided with certain
14 procedural rights. These rights shall include:

- 15 a. Notice of time and place of hearing;
16 b. A written statement setting forth the
17 reasons for referral;
18 c. A written summary of any confidential
information provided the committee;
19 d. The opportunity to be present at the
20 hearing and to make a statement;
21 e. The opportunity to call witnesses unless
22 the referral is the product of an
23 adjudicated disciplinary violation. If
24 the inmate's witnesses are housed in a
25 facility other than the place of
26 hearing, other means of communication
may be used.
f. A written statement of the
classification decision containing
stated reasons; and

1 g. The opportunity to have the decision
2 reviewed by the Director or his
designee.

3 3. Each individual classified to administrative
4 segregation will be provided with a written statement
5 setting forth uniform requirements and individualized goals.
6 The inmate shall participate in the formulation of the
7 individualized goals. The requirements and goals shall be
8 capable of being successfully performed prior to the
9 reclassification hearing. Accomplishment of the
10 individualized goals and compliance with the uniform
11 requirements should normally result in reclassification to a
12 lesser custody status. Failure of the inmate to cooperate
13 in the formation of the goals or performance of the
14 requirements and goals shall be a factor considered in the
15 making of reclassification decisions.

16 4. Reclassification hearings shall be held by a
17 committee. This committee shall have authority to recommend
18 changes in custody status to the Director or his designee.
19 Each administrative segregation inmate shall have a
20 reclassification hearing every six (6) months. The hearing
21 shall be held no later than thirty (30) days after
22 completion of each six (6) month period. At
23 reclassification hearings, all individuals will be provided
24 with certain procedural rights. These rights shall include:

25 a. Notice of time and place of hearing;
26

- b. The opportunity to make a written statement. If an inmate is denied release at his first reclassification hearing, the inmate shall have the opportunity to appear and make an oral statement to the committee at his next reclassification hearing, and annually thereafter, unless such appearance poses a serious security threat to the institution;
- c. A written statement of the classification decision containing stated reasons; and
- d. Review by the Director or his designee.

5. Refusal to accept an inmate by a receiving facility shall not be sufficient reason for denial of a change in classification.

6. The classification system for administrative segregation inmates shall include provisions requiring review after ninety (90) days of placement, and every one hundred eighty (180) days thereafter, by an internal institutional classification committee.

7. No medically or psychologically inappropriate inmates will be classified to, or retained in, administrative segregation.

8. The defendants agree to make arrangements for those administrative segregation inmates who also meet the departmental criteria for special custody classification and require protection. Such arrangements shall include total separation of those inmates from other administrative segregation inmates housed within the same cellblock.

1 Temporary alternative measures may be utilized to assure the
2 safety of these inmates in the event of an emergency.

3 9. The classification system for administrative
4 segregation inmates is included in Part III of this
5 agreement.

6
7 SECURITY AND CONTROL

8
9 1. Defendants shall promulgate and implement
10 specific policies which regulate the use of force and
11 chemical agents for purposes of control. These policies
12 shall be included in Part III.

13 2. No physically intrusive rectal cavity
14 examinations shall be performed upon any administrative
15 segregation inmate unless all available less intrusive
16 search methods have been exhausted. All intrusive rectal
17 cavity searches shall be conducted by health care personnel
18 in private and with regard for the dignity of the inmate.
19 If an intrusive rectal cavity search must be performed
20 without the consent of the inmate, it shall be done only by
21 a licensed health care provider in a medical setting.

22
23 COMMUNICATION

24 1. Defendants agree that inmates in
25 administrative segregation will be subject to the same
26 policies regarding correspondence as inmates in the general

1 population. These policies are included in Part III of this
2 agreement.

3 2. Inmates in administrative segregation shall
4 be permitted at least one non-legal, non-emergency phone
5 call each fourteen days. Defendants may increase phone
6 access as an incentive for good behavior.

7 3. (a) Defendants shall provide reasonable
8 non-contact visitation as provided by administrative
9 segregation unit policy included in Part III of this
10 agreement. Each administrative segregation inmate shall
11 have the opportunity to have at least one (1) non-contact
12 visit of two (2) hours duration each week. The Department
13 may increase visitation for inmates as an incentive for good
14 behavior.

15 (b) An inmate who remains in the
16 administrative segregation custody status for a period in
17 excess of six (6) months may make a written request for
18 contact visitation. Contact visitation shall not be
19 automatically denied inmates making such requests. The
20 Deputy Warden shall evaluate each request. Such requests
21 may be denied for legitimate reasons. Among the
22 considerations that may result in a denial of contact
23 visitation are health, safety, security, and the orderly
24 operation of the prison. Requests for contact visitation
25 shall not be denied for reasons of punishment, except as
26 provided in paragraph four (4) below. Denial of a written

1 request by the Deputy Warden shall not preclude the inmate
2 from making further written requests at ninety (90) day
3 intervals.

4 4. Defendants agree that no prisoner shall be
5 denied minimum access to a specific form of communication
6 unless there has been a finding that that specific form of
7 communication has been used in the commission of an offense
8 proscribed by the disciplinary rules. Such finding shall be
9 made through the disciplinary system.

11 STAFFING

12 Defendants agree to provide staff adequate in
13 numbers and training to assure the safety and security of
14 administrative segregation inmates. Defendants shall
15 provide specialized training and periodic in-service
16 training for personnel assigned to administrative
17 segregation.

19 DISCIPLINARY SYSTEM

20 The system-wide disciplinary system will operate
21 in administrative segregation.

23 ENVIRONMENTAL AND FOOD SERVICE

24 1. Defendants shall provide a healthful
25 environment for inmates which shall include clean and
26 orderly surroundings; toilet, bathing and laundry

1 facilities; lighting, ventilation and heating; compliance
2 with all state and federal health, fire, safety, sanitation
3 and food service regulations; a nutritionally adequate diet;
4 and clothing that is clean, reasonably fitted and suited to
5 the season.

6 2. All facilities affecting the health or safety
7 of administrative segregation inmates shall be inspected by
8 responsible local or state authorities at least twice
9 yearly. Defendants' facilities and equipment shall comply
10 with established governmental health, fire, safety,
11 sanitation and food service requirements; and defendants
12 shall take prompt and reasonable action to correct
13 deficiencies, if any, that are reported to them by
14 responsible local and state authorities.

15 3. Defendants shall adopt and implement policies
16 which set minimum standards for the provision of a healthful
17 and safe environment for administrative segregation inmates.
18 Such policies are included in Part III of this agreement.

19 4. Defendants shall ensure that administrative
20 segregation inmates receive the same quantity and quality of
21 food as inmates in the general population.

22 5. Food shall not be used as punishment for
23 administrative segregation inmates.

24 6. Adequate religious and medical diets shall be
25 provided for all inmates who require and are authorized such
26 diets.

1 INTERNAL MANAGEMENT

2 1. Defendants may, but need not, promulgate and
3 implement an internal management program for administrative
4 segregation inmates. A function of any internal management
5 program shall be to provide incentives to inmates through the
6 fair allocation of privileges. Any such program shall be
7 written in clear, easily understandable language, and shall be
8 designed to assure that:

9 A. Minimal requirements set forth in this
10 agreement relative to food, exercise, housing, communications,
11 programming, recreation, and other essential services shall be
12 provided to all administrative segregation inmates.

13 B. Privileges shall not be granted or denied
14 in an arbitrary manner.

15 C. Privileges earned pursuant to such program
16 may not be forfeited unless there has been a finding that an
17 offense proscribed by the disciplinary rules has been
18 committed. Such finding shall be made through the
19 disciplinary system. If the department implements an internal
20 management program, the disciplinary committee, following a
21 finding of guilt, may refer recommendations for loss of
22 privileges to the internal management administration or
23 committee to determine the privileges forfeited.

24 D. Any internal management program shall not
25 include as "privileges" the following:

26 (a) Food;

- 1 (b) Clothing;
- 2 (c) Individual exercise;
- 3 (d) Showers;
- 4 (e) Reading materials;
- 5 (f) Educational materials;
- 6 (g) Religious materials and access to
- 7 religious services;
- 8 (h) Access to the law library;
- 9 (i) Access to counseling;
- 10 (j) Basic writing materials, envelopes
- 11 and postage; and
- 12 (k) Minimum hygiene supplies, including:
- 13 (i) soap;
- 14 (ii) toilet paper;
- 15 (iii) toothbrush;
- 16 (iv) toothpaste;
- 17 (v) deodorant;
- 18 (vi) shaving materials; and
- 19 (vii) shampoo.

20 E. Increased allocation of privileges shall
21 be based upon clearly defined objective criteria.

22 2. Prior to the implementation of any internal
23 management program, the Deputy Warden shall ensure that staff
24 are trained in the purpose and operation of the program.
25 Prior to the implementation of any internal management
26 program, the Deputy Warden shall ensure that inmates are

1 provided with written and oral instruction in the purpose and
2 operation of the program. This training and instruction shall
3 include participation by a psychologist.

4 3. The Deputy Warden shall have the responsibility
5 for administering and monitoring the program. The
6 effectiveness of any internal management program shall be
7 evaluated semi-annually in the first year and annually
8 thereafter by the Deputy Warden. The Deputy Warden shall
9 solicit written comments from a psychologist. These comments
10 will be considered in evaluating the program. The written
11 evaluation by the Deputy Warden together with the
12 psychologist's written comments shall be submitted to the
13 Director or his designee.

14
15 PROGRAMMING AND EXERCISE

16 1. Non-contact group activities shall be
17 instituted for educational, recreational and religious
18 activities. The number of inmates who may be permitted to
19 participate in non-contact group activities at any one time or
20 session shall be contingent upon space limitations within the
21 administrative segregation unit, legitimate security concerns,
22 and availability of staff.

23 2. Inmates confined in administrative segregation
24 shall be allowed two (2) hours of outdoor exercise three (3)
25 days per week. Outdoor exercise shall be offered during
26 daylight hours.

1 3. Adequate, appropriate exercise equipment shall
2 be provided and maintained in good repair.

3 4. At the request of treatment staff, religious
4 representatives or educational staff and if approved by the
5 Deputy Warden, administrative segregation inmates shall be
6 allowed unshackled, face-to-face private meetings with the
7 person making the request.

8 5. Inmates shall have the right to regular
9 consultation with a religious representative of the religion
10 of their choice. Consistent with the legitimate requirements
11 of security as determined by the Deputy Warden, Native
12 American inmates may participate in pipe ceremonies and sweat
13 lodge ceremonies.

14 6. Correctional Program Officers shall not serve
15 on a disciplinary committee involving inmates on their
16 caseload.

17 7. Consistent with the legitimate requirements of
18 security, administrative segregation inmates shall be assigned
19 the available work outside their cells. Work assignments
20 shall be fairly distributed among all administrative
21 segregation inmates who meet security requirements. Work
22 assignments will be available within the building, and may be
23 made available outside the building but within the perimeter
24 of the administrative segregation unit.

25 8. Educational programs shall be available to
26 administrative segregation inmates. Upon placement into

1 administrative segregation, or within a reasonable time
2 thereafter, each administrative segregation inmate shall be
3 given the opportunity to develop in conjunction with an
4 education instructor a specific educational plan. The inmate
5 then shall be placed into the educational program which is
6 most consistent with the inmate's education plan. Any inmate
7 who abuses the educational program provided to him may be
8 removed from that educational program by the educational
9 instructor.

10 9. There shall be a Correctional Program
11 Supervisor (CPS) assigned to administrative segregation. That
12 person shall have at least a bachelor's degree in counseling,
13 sociology, psychology, criminal justice, or related
14 disciplines. Correctional Program Officers (CPO) shall
15 receive in-service training to develop their skills in
16 managing administrative segregation inmates.

PART III

INDEX

- A. Internal Management Procedure No. 627 - Use of Force or Restraints
- B. Statement on Use of Chemical Agents
- C. Department Policy No. 416 - Mail Regulations - Adult Institutions
- D. Department Policy No. 419 - Inmate Mail Censorship
- E. Department Policy No. 322 - Christmas Packages for Inmates
- F. Department Policy No. 434 - Processing of Contraband Confiscated through the Mail
- G. Department Policy No. 418 - Inmate Use of Telephone
- H. Internal Management Procedure No. 302.5 - Visitation
- I. Internal Management Procedure No. 619 - Visitation Scheduling Procedure
- J. Statement on Physical Plant, Safety and Emergency Procedures, Food Service, Sanitation and Hygiene
- K. Director's Management Order 85-09 - Administrative Segregation

FILED

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RECEIVED
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

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DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

CHARLES BLACK, et al.,)
)
Plaintiffs,)
)
vs.)
)
SAMUEL A. LEWIS, et al.,)
)
Defendants.)

No. CIV 84-111 PHX CAM

O R D E R

Having considered the Defendants' Motion to Dismiss, filed December 2, 1987, the Response and Reply thereto, this Court hereby finds and concludes as follows:

The Stipulated Settlement Agreement in this matter provides that this action be dismissed when the Monitor certifies that the Defendants are in full compliance with the requirements of the Agreement. The Monitor's Fourth Report and the Addendum thereto provide such certification. Accordingly, the Defendants' Motion to Dismiss is granted.

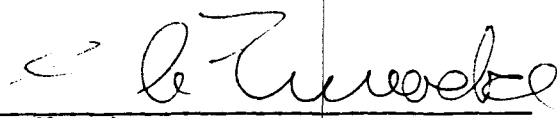
IT IS SO ORDERED.

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Dated this 4th day of February, 1988.



C.A. Muecke
United States District Judge