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(unassigned)

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Witke v. Crowl



PC-ID-002-005

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

LOIS WITKE, et al.)	
)	
Plaintiffs,)	
)	
v.)	C. A. No. 82-3078
)	
C.W. CROWL, et al.,)	
)	
Defendants.)	

Supplemental Stipulated Agreement

I. Preliminary Statement

The parties to this action entered into a Stipulated Agreement to resolve the issues raised by the plaintiffs' complaint which was filed in September, 1982. The Stipulated Agreement was approved by this court in January, 1985. The defendants' progress toward compliance with the Stipulated Agreement was monitored and reported upon at regular intervals. The seventh and final report of the auditor was filed in January, 1988. That report indicates that defendants have not reached full compliance with the terms of the Stipulated Agreement.

The purpose of this Supplemental Stipulated Agreement is to allow the defendants to continue their progress toward full compliance with the Stipulated Agreement, to protect and preserve the rights of the plaintiffs, and to avoid further litigation at this time.

II. General Agreements

(A) Defendants agree to remain in full compliance with those sections of the Stipulated Agreement which the court has determined to be in compliance, that is, Sections, I, II, III, VI, VIII, IX, X, XV, XXI, and XXII.

(B) Plaintiffs agree to extend the period for compliance to July 1, 1989. Plaintiffs agree not to pursue active litigation, except for monitoring of progress by plaintiffs' counsel, during that period. Plaintiffs may, however, bring to the attention of the court any area of noncompliance which poses a significant threat to the health and safety of the plaintiff class. If such a threat to health and safety should arise, plaintiffs will notify defendants, and will attempt to resolve the matter with the defendants before requesting relief from the court.

(C) Defendants may petition the court requesting a finding of full compliance at any time. Plaintiffs will be allowed a reasonable time to respond to such petition.

(D) Plaintiffs and defendants will meet no later than July 1, 1989, to evaluate the status of compliance. If the parties agree that full compliance has been reached, and if such

compliance is then maintained for no less than six (6) months, the parties will jointly move for a voluntary dismissal of this action. If after July 1, 1989, the parties fail to agree that full compliance has been reached, the plaintiffs will be free to request enforcement of the Stipulated Agreement by the court.

(E) Plaintiffs' counsel will have reasonable access to the institution and to confer with members of the plaintiff class. Defendants agree to provide to plaintiffs' counsel any documents necessary to evaluate the status of compliance upon request.

(F) Plaintiffs and defendants agree to act in utmost good faith during the pendency of this Supplemental Agreement, and to assist and encourage the efforts of all concerned to meet the ultimate goal of this action, that being full compliance with the terms of the Stipulated Agreement of January 22, 1985.

(G) This Supplemental Stipulated Agreement addresses all the outstanding issues of this case, except that of attorneys' fees and costs. The matter of attorneys' fees and costs will be addressed separately by the parties subsequent to the acceptance of this agreement by the court. The matter of attorneys' fees and costs will in no way affect the validity of this Supplemental Stipulated Agreement.

III. Specific Agreements

(A) The defendants agree to create the position of Corrections Programs Specialist for female offenders as described in the attached Idaho Personnel Commission Position Description

Questionnaire (Attachment A). Defendants agree to hire an appropriate person for this position and to place that person on duty no later than thirty (30) days from the date this Supplemental Stipulated Agreement is approved by the court. Defendants agree to provide adequate and appropriate training and support to allow this person to carry out those duties described in Attachment A. The Corrections Program Specialist will prepare quarterly reports describing the general state of women's programs, progress toward compliance, and plans for the future. These reports will be filed with the court and with counsel. Counsel for the Plaintiffs will be notified within five (5) days of any change in the attached job description or of any change of personnel in this position.

(B) Defendants agree to act immediately to reach full compliance with Appendix XIV, Medical, Dental and Psychiatric and Psychological Services, of the Stipulated Agreement and in doing so agree to accept the findings and recommendations of the auditor in the Seventh Progress Report (Attachment B). Defendants will submit to the court and to counsel plans for compliance and a progress report of compliance with Appendix XIV no later than thirty (30) days after the date this agreement is approved by the court, and subsequent plans and reports every thirty (30) days thereafter during the pendency of this Supplemental Agreement.

(C) Defendants agree that during the pendency of this Supplemental Stipulated Agreement, and under any and all

circumstances, female prisoners will be provided the opportunity
for outdoor exercise no less than one (1) hour per day, five (5)
days per week.

Dated this _____ day of _____, 1988.

By Defendants:

By Plaintiffs:

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