

AGREEMENT
BETWEEN THE UNITED STATES
AND THE CONNECTICUT DEPARTMENT OF CORRECTION (“AGREEMENT”)

I. INTRODUCTION

1. On July 20, 2020, the United States began an investigation into the Connecticut Department of Correction (CDOC) pursuant to the Religious Land Use and Institutionalized Persons Act (RLUIPA), 42 U.S.C. § 2000cc. Throughout the United States’ investigation, CDOC leadership and personnel have cooperated and facilitated virtual interviews with staff and document review.
2. CDOC is committed to protecting the rights of these men and women who wish to participate in collective religious services and programs. Collective religious services and programs are defined as any gathering of more than four (4) inmates for religious purposes, including but not limited to congregate prayer or religious rituals, organized worship services, the study of sacred texts, and observance of holidays, and is held in a space designated by CDOC for the service or program. Nothing in this Agreement shall be construed to alter CDOC’s discretion regarding informal gatherings of inmates, provided such discretion is exercised neutrally regardless of whether the informal gathering is religious or non-religious in nature, such that informal religious gatherings are not unduly restricted.
3. CDOC will take steps to ensure that all reasonable alternatives are considered and, whenever possible, undertaken, before cancelling, postponing, or declining to schedule collective religious services and programs.
4. “CDOC” includes all correctional facilities operated by or on behalf of the State of Connecticut.
5. This Agreement is enforceable only by the Parties (CDOC and the United States). No person or entity is intended to be a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action. Accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement.

II. CHANGES TO POLICIES AND PRACTICES

6. CDOC shall revise its Religious Services Directive 10.8 and any applicable operating procedures to require that:
 - a. In the absence of a CDOC chaplain or religious volunteer of the same faith, collective religious services and programs may be supervised by CDOC chaplains of other faiths.
 - b. In the absence of a CDOC chaplain or religious volunteer and under the supervision of custody staff, inmates may be assigned as conductors of collective religious services and programs for their designated religion. CDOC, including each facility Warden, Associate Chaplain, and Chaplain, will undertake best efforts to help interested inmates become approved inmate conductors of collective religious services and programs under these alternative forms of supervision any time a CDOC chaplain or religious volunteer of the same faith is not available. There may be more than one approved conductor for a given religious group available to provide such coverage at any given time.¹
 - c. The inmate conductor must be approved by the Director of Religious Services or designee. Assessment of whether to approve each conductor will be based on an evaluation of relevant criteria including:
 - i. Disciplinary record;
 - ii. Programming record;
 - iii. Demonstrated ability to interact positively with staff and peers; and
 - iv. Ability to develop a plan for a collective religious service or program.
 - d. CDOC Chaplains and/or inmate conductors shall develop plans for collective religious services and programs in accordance with Religious Services Directive 10.8.
 - e. Inmate conductors shall not be allowed to assume authority over other inmates in conducting collective religious services and programs, nor shall they be allowed to use any ministerial or religious titles. The assigned inmate conductor's role is to conduct a collective religious service or program.
 - f. Inmate conductors will be monitored by CDOC staff to ensure that the collective religious service or program is not in violation of CDOC policies. In addition to

¹ In the absence of a CDOC chaplain or religious volunteer of the same faith, CDOC chaplain of another faith, or an inmate conductor, individual religious observance or religious activities in groups of four (4) or fewer inmates that do not require a leader may proceed with supervision by custody staff alone.

direct (both auditory and visual) supervision by custody staff, the collective religious service or program may be electronically recorded (audio or videotaping) for review by CDOC staff.

- g. Inmate conductors shall be reevaluated by the Director of Religious Services, in conjunction with the Unit Administrator and Associate Chaplain every six (6) months or at any time when there is any indication that the inmate is not acting in accordance with the role of conductor.
 - h. Before a request for a collective religious service or program is denied or a scheduled collective religious service or program is cancelled or postponed, CDOC must consider whether the service or program can be conducted by an authorized volunteer. If not, CDOC must consider using an approved inmate conductor who shall be supervised by a CDOC chaplain of another faith or custody staff. If it is practicable for the collective religious service or program to be supervised according to any of the options provided herein, the service or program will be scheduled or held as previously scheduled.
 - i. The Associate Chaplain or designee must document any collective religious service or program that is denied, cancelled, or postponed. The documentation must include the date; reason for cancellation, postponement, or denial; and steps taken to prevent the denial, cancellation, or postponement.
7. Both centrally and at the facility level, CDOC shall track and compile data documenting all (1) denials of requests for collective religious services and programs and (2) cancellations and postponements of scheduled collective religious services and programs. This tracking shall include, at a minimum, the facility, religion, nature of the group, and reason for each denial, cancellation, or postponement. Each Associate Chaplain is responsible for ensuring that the data related to her/his facility is collected and compiled. The data shall be compiled and assessed as follows:
- a. On a quarterly basis, this data shall be compiled in a report, which will be submitted to, reviewed by, and signed by the CDOC Director of Religious Services or designee.
 - b. On an annual basis, CDOC shall compile a memorandum, signed by the Director of Religious Services, assessing and analyzing the previous year's quarterly reports and including:
 - i. an assessment of the causes and impacts of denials, cancellations, and postponements of collective religious services and programs, including the proportion of denials, cancellations, and postponements due to the

unavailability of adequate supervision;

- ii. an assessment of any disproportionate impacts of current policy and practice on specific facilities, religions, types of collective religious services and/or programs;
- iii. an assessment of whether the policy changes described in paragraph 6 are having the effect of increasing access to religious services, including an analysis of relevant data, and whether any additional alternative forms of supervision for collective religious programs and activities may be warranted; and
- iv. as appropriate, proposals for changes to policy and practice to increase access to collective religious services and programs as necessary.

As part of this review and assessment, the Director of Religious Services shall solicit input from all CDOC Chaplains, and shall take any input into consideration in determining whether changes to policy, procedures, trainings, or other practices are necessary to increase access to collective religious services and programs.

- c. These quarterly reports and annual memoranda shall be available to all CDOC Chaplains, Associate Chaplains, and Wardens for review, upon request.
8. At the facility level, on an annual basis, each facility Warden shall review the data from his or her facility, and make the same assessments and proposals described in paragraph 7, above, as to the data from the facility, to determine whether any substantial burdens exist to access to collective religious services and programs at the facility and, if so, what steps should be taken to mitigate any burden. The Warden, in consultation with the Director of Religious Services, shall be responsible for promptly implementing any mitigation or improvements that are determined to be appropriate based on this review.
 9. CDOC shall revise other Directives, facility-level procedures, memoranda, and guidance documents to conform, and expressly not to conflict, with the changes to policy described in paragraph 6 above. The CDOC Director of Religious Services, in consultation with the Director of Programs and Treatment, shall be responsible for promptly implementing any mitigation or improvements that are determined to be appropriate or necessary.
 10. CDOC shall revise its Religious Services Directive 10.8 in accordance with the provisions of this Agreement prior to the execution of this Agreement and shall incorporate the revised Directive 10.8 therein.

III. TRAINING AND IMPLEMENTATION

11. All CDOC correctional facilities will implement the revised Directive, facility-level procedures, memoranda, and guidance documents described in Section II.
12. CDOC will draft and promulgate an official memorandum informing facilities of the changes to policy, operating procedures, and practices discussed in Section II of this Agreement. The memorandum will be sent to all Wardens, Deputy Wardens, Associate Chaplains, and Chaplains, at all facilities within 60 days of the Effective Date of this Agreement. If, upon initiating internal processes to revise policies and procedures in accordance with this Agreement, CDOC cannot, despite best efforts, promulgate the official memorandum within 60 days of the Effective Date of this Agreement, it may contact the United States in writing to seek an extension of up to 30 additional days, which the United States will not unreasonably deny.
13. A roll call memorandum (“Roll Call Memo”) describing the changes to policy, operating procedures, and practices will be disseminated to all facilities to be read aloud to custody staff on all shifts. The official memorandum described in paragraph 2 above will be available with supervisory staff for custody staff to review upon request.
14. CDOC will provide training materials regarding changes to policy, operating procedures, and practices discussed in Section II of this Agreement to the United States for its review and comment at least 30 days before any training sessions are offered. The United States will provide to CDOC any comments on the training materials within 15 days of receipt, and CDOC will give prompt, due consideration to the United States’ comments.
15. CDOC will provide training to all Associate Chaplains, and Chaplains regarding the changes to policy, operating procedures, and practices discussed in Section II of this Agreement within 150 days of the Effective Date of this Agreement.
16. CDOC will notify all prisoners of the changes to policy, operating procedures, and practices discussed in Section II of this Agreement. Specifically, beginning within 30 days of the promulgation of the official memorandum as described in paragraph 12, inmates will be informed during the intake process, or within 30 days of intake, and all current CDOC inmates will receive written information about the revisions to Administrative Directive 10.8 and relevant policies and procedures affecting religious services. This written information will include an accurate and complete description of the policy regarding collective religious services and programs, including how to apply to be an inmate conductor for collective religious services and programs, and how to request a new collective religious service or program, and CDOC’s criteria for granting or denying such a request.

IV. COOPERATION AND REVIEW

17. As set forth in the provisions of this Agreement, the United States and CDOC will review the effects of the changes to policy, operating procedures, and practices discussed in Section II of this Agreement during the term of this Agreement.
18. CDOC will regularly provide information to the United States about implementation of the Agreement as set forth in more detail in paragraphs 19-23 below and will consult with the United States if questions or challenges arise affecting implementation of this Agreement.
19. CDOC will provide the United States with the following each year by June 15 and December 15 during the pendency of the Agreement:
 - a. All requests for collective religious services and programs, by facility and religious group;
 - b. All responses to requests for collective religious services and programs;
 - c. All applications to serve as inmate conductors; documentation of CDOC's assessment of each application, including the reasoning on which ultimate approval or rejection was based; and the notification to the applicant of the disposition of the application;
 - d. All documentation and reports generated in accordance with paragraphs 6-8 above;
 - e. A report identifying:
 - i. The number of collective religious services and programs that were added to facility calendars and began meeting ("New Group"). For each New Group, identify the facility, the name of the religious group, and the number of participants who signed up;
 - ii. The number of denials of requests for collective religious services and programs. For each denial, identify the facility, the name of the religious group, the number of participants who expressed interest in meeting, and the reason for denial;
 - iii. The number of cancellations of collective religious services and programs. For each cancellation, identify the facility, the name of the religious group, the number of participants who were signed up, and the reason for the

cancellation;

- iv. If a recurring collective religious program or activity is permanently canceled or removed from the facility calendar, identify the facility, the name of the religious group, the name of the program or activity, its frequency prior to cancellation, the number of participants at each of the last four meetings prior to cancellation, the effective date of the cancellation, and the reason for the cancellation;
 - v. The number of applications for inmate conductor and approved inmate conductors, broken down by facility and religion; and
 - vi. The total number of collective religious programs or activities that have occurred during the reporting period, broken down by facility and religion, and specifying for each whether (1) an inmate conductor served as facilitator, (2) a CDOC chaplain of a faith other than the group meeting supervised, or (3) another form of alternative supervision or facilitation was used.
- f. Memorandum and Roll Call Memo informing staff of changes to Religious Services Directive 10.8 and any related operating procedures (required only up to an including first report after the Memorandum has been issued and Roll Call Memo read aloud to staff); and
- g. Notice to prisoners of the changes to Religious Services Directive 10.8 and any related operating procedures (required only up to an including first report after the notice has been issued).
20. Along with each semi-annual document production, CDOC will provide the United States with a summary of compliance indicating CDOC's assessment of its compliance with each of the terms (i.e., each numbered paragraph and sub-paragraph) of the Agreement in Sections II, III, and IV, and summarizing the basis for its assessment.
21. For the purpose of assessing implementation of this Agreement, the United States and its consultants will have access to CDOC staff, facilities, documents, and inmates, including site visits, to conduct staff and inmate interviews. The United States and its consultants will cooperate with CDOC to access staff, facilities, documents, and inmates in a reasonable manner. The United States will provide CDOC with reasonable notice before accessing CDOC facilities.
22. The United States will provide CDOC with reasonable notice of a request for copies of documents relevant to this Agreement, other than those already identified in this Agreement. Upon such request, CDOC will provide electronic copies in a timely manner,

and no later than 30 days from the request, unless the documents are privileged or otherwise protected by state or federal law or contractual obligations and the confidentiality agreement signed by CDOC and the United States on January 8, 2021, does not adequately cover these obligations. In such a circumstance, CDOC will confer with the United States in good faith to discuss the situation and to determine an appropriate resolution. CDOC will not arbitrarily or capriciously invoke a privilege or legal protection.

23. CDOC will designate a CDOC employee to serve as the Agreement Coordinator. The Agreement Coordinator will serve as a liaison between CDOC and the United States, and will assist with CDOC's implementation of this Agreement.
24. The Parties agree that, as of the Effective Date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Agreement. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in this Agreement, the party is no longer required to maintain such a litigation hold.

V. ENFORCEMENT AND TERMINATION

25. Based on the agreement of the Parties, the United States will not file a complaint or otherwise initiate litigation against CDOC for any of the matters addressed in this Agreement, including inmates' access to collective religious services or activities. The United States is not prohibited from filing a complaint on the matters addressed in this Agreement if CDOC fails to implement and substantially comply with Sections I – IV of this Agreement. This Agreement will become effective upon signature by the Parties (Effective Date). The Agreement may be executed in counterparts.
26. Before pursuing any form of judicial action, the United States will provide CDOC with a written detailed notice of any asserted material breach setting forth the factual basis for such claim. A material breach is a systemic pattern or practice of noncompliance with the terms of this Agreement. This notice will identify, with particularity, the basis of the claim that CDOC is not in compliance; why such facts constitute a material breach; and the specific material provision of the Agreement that is implicated. CDOC will have 30 days from the date of the notice to provide a good faith written response to the United States' notification with a full factual explanation as to why CDOC believes it is in compliance with the specified material provisions, an explanation of CDOC's plans to achieve full compliance with the specified material provisions, or an explanation of the reasons for the alleged non-compliance. The notice will be sent by email to counsel for CDOC. The United States and CDOC shall engage in good faith discussions in an effort to resolve any dispute.

27. If CDOC and the United States are not successful in their efforts to resolve the matter, the United States may pursue a breach of contract claim in the appropriate Connecticut state court or institute a civil action in the appropriate United States District Court. The United States may also take any other enforcement action authorized by law. Nothing herein will be construed as a waiver by CDOC of any and all defenses, both legal and factual, that may be raised by CDOC in any civil action or enforcement action commenced by the United States.
28. CDOC will implement all provisions of this Agreement within two years of the Effective Date. For purposes of this paragraph, “implement” means CDOC has formalized the policy changes, staff training, and inmate notification requirements described in this Agreement, and continues to make good-faith efforts to improve inmates’ access to collective religious services and activities.
29. This Agreement will terminate three years after the Effective Date, or earlier, if the Parties agree that CDOC has attained substantial compliance with all provisions of this Agreement and maintained that compliance for a period of one year. CDOC will bear the burden of demonstrating by a preponderance of the evidence to the United States its substantial compliance with this Agreement. CDOC may seek termination of any substantive section (i.e., any section numbered with large Roman numerals, such as III. Training and Implementation) by providing written notice to the United States. CDOC will bear the burden of demonstrating by a preponderance of the evidence to the United States that it has attained and maintained substantial compliance as to that section for at least one year.
30. “Substantial compliance” means achieving compliance with all material requirements of this Agreement. Non-compliance with mere technicalities, or temporary failure to comply during a period of otherwise sustained compliance, will not constitute failure by CDOC to maintain substantial compliance. At the same time, temporary compliance during a period of sustained non-compliance will not constitute substantial compliance.

Specifically, substantial compliance means the following:

- a. For Section II:
 - i. Revision of Administrative Directive 10.8 and any applicable operating procedures as set forth in Section II, paragraphs 6, 9, and 10.
 - ii. Tracking and compiling data as required in Section II, paragraph 7.
 - iii. Warden-level review of data as required in Section II, paragraph 7 and implementation of any appropriate mitigation or improvements as set forth in Section II, paragraph 8.
- b. For Section III:

- i. Implementation by all CDOC correctional facilities of the revised Administrative Directive 10.8 and facility-level procedures, memoranda, and guidance documents as set forth in Section III, paragraph 11.
 - ii. Drafting and promulgating the official memorandum and Roll Call Memo as required in Section III, paragraphs 12 and 13.
 - iii. Providing training material to US DOJ for review as provided in Section III, paragraph 14.
 - iv. Providing training to all associate chaplains and chaplains as set forth in Section III, paragraph 15.
 - v. Notifying inmates of changes to policy and procedures as set forth in Section III, paragraph 16.
 - c. For Section IV:
 - i. Providing information and reports to USDOJ as set forth in Section IV, paragraphs 19-20.
 - ii. Providing access to CDOC staff, facilities, documents, and inmates as set forth in Section IV, paragraph 21 and 22.
 - iii. Designating a CDOC employee to serve as Agreement coordinator as set forth in Section IV, paragraph 23.
- 31. The United States shall perform an initial assessment of CDOC's performance as to the material requirements of this Agreement within eighteen (18) months of the Effective Date of this Agreement.
- 32. This Agreement constitutes the entire integrated Agreement of the Parties. No prior or contemporaneous communications, oral or written, will be relevant or admissible for the purposes of determining the meaning of any provision herein in any litigation or any other proceeding.
- 33. The Agreement will be applicable to, and binding upon, all Parties, their officers, agents, employees, assigns, and their successors in office.
- 34. The person(s) signing the Agreement on behalf of CDOC agree that they have the legal authority to bind CDOC, its Central Office staff, and CDOC institutions and employees, to the legal responsibilities described in this Agreement.
- 35. Each Party will bear the cost of its fees and expenses incurred in connection with this matter.

FOR THE UNITED STATES

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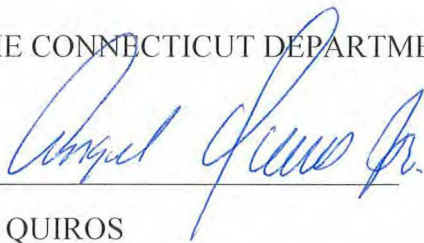
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Agreed to this 11th of March, 2024.

FOR THE CONNECTICUT DEPARTMENT OF CORRECTION

A handwritten signature in blue ink, appearing to read "Angel Quiros Jr.", is written over a horizontal line.

ANGEL QUIROS
Commissioner of Correction
Connecticut Department of Correction

Agreed to this 13 of March, 2024.