

**AGREEMENT
BETWEEN THE UNITED STATES
AND THE MICHIGAN DEPARTMENT OF CORRECTIONS (“AGREEMENT”)**

I. INTRODUCTION

1. On December 10, 2019, the United States began an investigation into the Michigan Department of Corrections (MDOC) pursuant to the Religious Land Use and Institutionalized Persons Act (RLUIPA), 42 U.S.C. §2000cc. Throughout the United States’ investigation, MDOC leadership and personnel have cooperated and facilitated virtual interviews with staff and document review.
2. MDOC is committed to protecting the rights of these men and women to participate in group religious practice and religious diets.
3. “MDOC” includes all correctional facilities operated by or on behalf of the State of Michigan.
4. This Agreement is enforceable only by the Parties (MDOC 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

5. The parties have agreed on revisions to Policy Directive 05.03.150 and Operating Procedure 05.03.150A to require that:
 - a. All group religious services and activities with two or more participants in a given security level are afforded the opportunity to meet regularly. If a facility cannot accommodate a particular meeting date because holding the particular service or activity would constitute a threat to the safety, security, or good order of the facility, the facility must document in writing the reasons for suspending the service.
 - b. MDOC will not prohibit prisoners or groups of prisoners of any religion listed in PD 05.03.150 Attachment A, that will be updated to include Thelema,

Yoruba, Hinduism, and Hebrew Israelite, from meeting for group religious services and activities, absent evidence of a specific security risk related to a religious group's requested practice. To the extent that any religion's practice is limited based on a showing of a security risk, there will be a regular re-evaluation, no less than every six months, of the need for limitations.

- c. Prisoners who are listed in the Department's computerized database as Jewish and want to participate in Passover meals shall be allowed to sign up for and participate in the kosher for Passover meals even if they do not participate in the standard religious menu.
6. MDOC shall revise any other Policy Directives, Operating Procedures (facility and statewide), memoranda, and guidance documents to conform, and expressly not to conflict, with the changes to policy described in paragraphs 5-6 above.
7. MDOC shall implement the agreed-upon revisions to Policy Directive 05.03.150 and Operating Procedure 05.03.150A in accordance with paragraphs 5-6 above within 60 days of the Effective Date of this Agreement.

III. TRAINING AND IMPLEMENTATION

8. MDOC will draft and promulgate an official memorandum informing facilities of the changes to Policy Directive 05.03.150 and Operating Procedure 05.03.150A. The memorandum will be sent to all Wardens, Deputy Wardens, Chaplains, Corrections Officers (including any rank of security staff), and all food service staff at all facilities in conjunction with the implementation of Policy Directive 05.03.150 and Operating Procedure 05.03.150A.
9. MDOC will provide notice to all prisoners of the changes to Policy Directive 05.03.150 and Operating Procedure 05.03.150A. The Chaplains at each facility will provide Jewish prisoners annual notice and an opportunity to sign up to receive the Passover diet in advance of the Passover holiday.
10. MDOC must develop a computer-based training regarding revisions to Policy Directive 05.03.150 and Operating Procedure 05.03.150A within 60 days of the Effective Date of this agreement and provide to the United States for its review and comment. The United

States will provide any comments within 15 days of receipt of the training module.

11. MDOC will provide the computer-based training to all Deputy Wardens and Chaplains within 30 days of receipt of the United States' comments and to Corrections Officers within 120 days of receipt of the United States' comments.

IV. COOPERATION AND REVIEW

12. The United States and MDOC 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.
13. MDOC may consult with the United States if questions or challenges arise affecting implementation of this Agreement.
14. MDOC will provide the United States with the following each year by January 15 and July 15 during the pendency of the Agreement organized by facility:
 - a. All requests for group religious services and activities;
 - b. All written responses to requests for group religious services and activities;
 - c. Any cancellations of group religious services and activities and supporting documentation as required by policy;
 - d. A current religious services and activities calendar, by facility, indicating any changes from the previous calendar produced to the United States; if a facility does not use a religious services and activities calendar, the facility will, in the alternative, provide a document noting any changes in the religious services and activities schedule for the previous six months;
 - e. All requests for the Kosher for Passover meal;
 - f. Any denials of requests for the Kosher for Passover meal;
 - g. Memorandum informing staff of changes to Policy Directive 05.03.150 and Operating Procedure 05.03.150A;
 - h. Notice to prisoners of the changes to Policy Directive 05.03.150 and Operating Procedure 05.03.150A;
15. Along with each semi-annual document production, MDOC will provide the United States with a summary of compliance indicating MDOC's assessment of its compliance with paragraphs 5-11 and 14-18, including any subparagraphs, of this Agreement.

16. For the purpose of assessing implementation of this Agreement, the United States and its consultants will have access to MDOC staff, facilities, documents, and prisoners, including site visits, to conduct staff and prisoner interviews. The United States and its consultants will cooperate with MDOC to access staff, facilities, documents, and prisoners in a reasonable manner. The United States will provide MDOC with reasonable notice before accessing MDOC facilities.
17. The United States will provide MDOC with reasonable notice of a request for copies of documents other than those identified in this Agreement. Upon such request, MDOC will provide electronic copies in a timely manner, and no later than 15 days from the request, or as agreed upon by the Parties.
18. MDOC has designated the Administrator of the Office of Legal Affairs to serve as the Agreement Coordinator. The Agreement Coordinator serves as a liaison between MDOC and the United States, and will assist with MDOC's implementation of this Agreement.
19. 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.

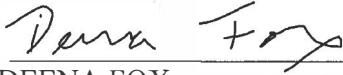
V. ENFORCEMENT AND TERMINATION

20. Based on the agreement of the parties, the United States will not file a complaint or otherwise initiate litigation against the MDOC for any of the matters addressed in this Agreement including, but not limited to, the right for group religious programs and access to the Passover diet. The United States is not prohibited from filing a complaint on the matters addressed in this Agreement if the MDOC fails to implement and substantially comply with Policy Directive 05.03.150 and Operating Procedure 05.03.150A as revised pursuant to this Agreement. This Agreement will become effective upon signature by the Parties (Effective Date). The Agreement may be executed in counterparts.
21. Before initiating litigation, the United States will provide MDOC notice of any asserted material breach in writing, and shall engage in good-faith discussions in an effort to

resolve the dispute. MDOC will have 30 days from the date of the notice to cure the asserted material breach. The notice will be sent by email to counsel for the MDOC.

22. This Agreement will terminate when MDOC has achieved substantial compliance and has maintained substantial compliance for two years. The Parties anticipate that MDOC will be able to achieve substantial compliance with the terms of the Agreement within six months of execution. At all times, MDOC will bear the burden of demonstrating by a preponderance of the evidence to the United States its substantial compliance with this Agreement. Achieving “substantial compliance” means complying with paragraphs 5-11, including any subparagraphs, of this Agreement, and making an initial production under paragraphs 14-15. Maintaining compliance means continuing to comply with paragraphs 5-11, 14-15, and 16-17, if requested by the United States.
23. 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.
24. The Agreement will be applicable to, and binding upon, all Parties, their officers, agents, employees, assigns, and their successors in office.
25. The person(s) signing the Agreement on behalf of MDOC agree that they have the legal authority to bind MDOC, its Central Office staff, and MDOC institutions and employees, to the legal responsibilities described in this Agreement.
26. 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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Agreed to this 4 day of November, 2021.

FOR THE MICHIGAN DEPARTMENT OF CORRECTIONS



Agreed to this 29 day of October, 2021.