

Jaan Laaman, et al.
Plaintiffs

vs.

Warden, New Hampshire State Prison, et al.
Defendants

**AMENDED SETTLEMENT AGREEMENT CONCERNING THE
NEW HAMPSHIRE STATE PRISON SPECIAL HOUSING UNIT**

The parties, by their counsel, enter into the following Amended Settlement Agreement Concerning the New Hampshire State Prison Special Housing Unit. This Amended Settlement Agreement Concerning the New Hampshire State Prison Special Housing Unit replaces in its entirety the Settlement Agreement Concerning the New Hampshire State Prison Special Housing Unit signed by the parties in December 1995 and approved by the United States District Court for the District of New Hampshire in June 1998:

I. INTRODUCTION.

1. Plaintiffs filed a Motion For Contempt against defendants in June 1993 for violations of certain sections of the 1978 and 1990 Consent Decrees.
2. In December 1995 the parties agreed to settle all claims and issues set forth in the Motion For Contempt with respect to the New Hampshire State Prison Special Housing Unit (SHU), except as set forth in Paragraph 17 of the 1995 Settlement Agreement Concerning the New Hampshire State Prison Special Housing Unit. All issues covered by paragraph 17 were addressed in the Settlement Agreement concerning mental health dated April 23, 2001 and approved by the United States District Court for the District of New Hampshire on July 6, 2001. This Amended Settlement Agreement Concerning The New Hampshire State Prison Special Housing Unit resolves all outstanding issues concerning compliance with the 1995

Settlement Agreement Concerning the New Hampshire State Prison Special Housing Unit, except with respect to issues that may be covered by the April 23, 2001 Settlement Agreement regarding mental health.

3. Defendants, the Warden and Commissioner of the New Hampshire Department of Corrections, their successors in office, agents and employees, agree to be bound by the provisions of this Amended Settlement Agreement.

4. This Amended Settlement Agreement shall be applicable to all members of the plaintiff class. The class is comprised of all convicted male felons housed at the New Hampshire State Prison For Men in Concord, New Hampshire, including male inmates housed at the Minimum Security Unit, Secure Psychiatric Unit, and all other facilities located on the grounds of the New Hampshire State Prison in Concord, the halfway houses in Manchester and Concord, and such other halfway houses as may be established by the New Hampshire Department of Corrections in the future.

II. SHU CLASSIFICATION.

5. Defendants shall maintain a classification system which shall include:

- a. Due consideration to the age; offense; prior criminal record; vocational, education and work needs; and physical and mental health care requirements of each inmate;
- b. Methods of identifying aged, infirm and psychologically handicapped or physically disabled inmates who require transfer to a more appropriate facility, or who require special treatment within the institution;

- c. Educational, vocational, rehabilitation, training, religious, recreational and work programs specifically designed to meet the needs of the classification system; and
 - d. Methods of identifying those inmates for whom pre-release, work release or school release are appropriate.
6. Defendants shall utilize the Special Housing Unit (SHU) primarily as a temporary transition unit for the prison and shall ensure this is reflected in the Classification Handbook. In recognition of this policy the Classification Handbook shall retain the following paragraphs of the current Classification Handbook (attached hereto):
- a. I.A.2.c. "Objectives" (page 5).
 - b. III.C.1. "Public Risk (P-Rating) Changes" (introductory paragraph) (page 54).
- 6.A. a) In accordance with the current Classification Handbook, Section II. E. 3., Facility Designation, the Special Housing Unit (SHU) is to be utilized for the following inmate statuses: (1) C-5; (2) Pending Administrative Review (PAR); (3) punitive segregation; (4) high risk quarantine male inmates; and (5) Protective Custody inmates.
- b) The parties recognize that, at times and in exceptional cases, it may be necessary to temporarily house an inmate in SHU who is not in a status described above until such time as more appropriate housing can be assigned. In such case, the Warden shall be notified in writing of any inmate housed in SHU who is not in a status set forth in paragraph 6.A.(a) above, and the reason therefor shall be documented in writing in the inmate's file. The Warden shall review the inmate's status on a monthly basis until the inmate is transferred to a different housing unit.

7. The parties recognize and agree that there will be a small number of exceptional cases in which an inmate whose behavior is not rooted in mental illness is so difficult to control that he must be classified to a high security status for an extended period of time. For anyone who is deemed to be such an inmate, his offender record shall contain a statement which explicitly sets forth the following information:

- a. The exceptional circumstances which warrant the inmate being classified in high security status for an extended period of time, and
- b. The things the inmate must do (and/or refrain from doing) to achieve a reclassification to a lower security status, and, if the inmate is successful, the timeframe in which such reclassification would occur.

8. For each inmate who remains in SHU for more than six (6) consecutive months:

- a. The Warden shall cause the inmate's offender record to be reviewed and shall issue a written memorandum which specifically states what the inmate must do to be reclassified to a lower security status. A copy of this memorandum shall be given to the inmate; and
- b. The inmate shall be assessed by the Mental Health Department to determine if the inmate has mental health problems which are contributing to his remaining in SHU and, if so, to recommend treatment to deal with such problems.

9. Absent exceptional circumstances specifically recorded in the inmate's offender record, no inmate shall be held in SHU pending administration review (PAR) status for more than thirty (30) days. PAR status may be imposed only in accordance with the procedures set forth in the Classification Manual. The defendants shall not utilize any form of administrative segregation of an inmate other than PAR status.

9.A. No inmate shall be housed on N-tier in SHU except in exceptional circumstances and only with the authorization of the Warden or designee, in the Warden's absence, made prior to the end of the shift. After the fact notice shall be given to the Commissioner and documentation of the authorization placed in the inmate's records within two (2) working days. Defendants shall amend the appropriate policy directive so as to reflect the policy set forth in this paragraph.

10. The parties acknowledge that defendants have consulted with Corrections Consultant, Patrick McManus, to obtain his recommendations regarding the following:

- a) Changes to the current Classification Handbook;
- b) Training of staff involved in the classification process;
- c) Improvements to classification files;
- d) An internal monitoring system.

10.A. Defendants shall develop and implement a plan to ensure compliance with each section of this Amended Settlement Agreement. Such plan shall include the following components:

- a) Internal Monitoring System.
 - i) Defendants shall identify a position to be assigned, in addition to other duties, as the Settlement Agreement Compliance Coordinator within three (3) months of execution of this document. The Compliance Coordinator shall report directly to the Commissioner of Corrections;
 - ii) The responsibilities of the Compliance Coordinator shall include the following:
 - A) Develop indicators to measure compliance with each section of this Amended Settlement Agreement. The indicators may

include the current SHU compliance checklists and SHU Academic and Vocational Education Plan.

- B) Monitor defendants' compliance with this Amended Settlement Agreement. Such monitoring shall include: (1) an independent review of classification and offender records and files; and (2) review of data and reports received from the Adult Education and Vocational Training Center, the Mental Health Unit, and from SHU.
- C) Prepare and submit a report on an annual basis to the Warden and Commissioner with respect to compliance of defendants with this Amended Settlement Agreement. The report shall include the following components:
- (1) identification of areas of compliance and non-compliance with respect to each section of the Amended Settlement Agreement;
 - (2) a proposed action plan for addressing any areas of non-compliance;
 - (3) identification of patterns, trends and issues that may be of concern to defendants.
- D) Specify measures to be undertaken to assure that staff follow up occurs with respect to areas of non-compliance or concerns identified in the report.

b) Record-keeping System.

- i) The reason for every classification and reclassification decision shall be clearly documented in the inmate's file.
- ii) The reason for placement of an inmate in Pending Administrative Review (PAR) status, as well as the reason for each decision to retain the inmate in such status, shall be clearly documented in the inmate's offender record.
- iii) The reason for placement of an inmate in SHU in a status not expressly authorized by Paragraph 6.A.(a). above shall be clearly documented in the inmate's offender record.

c) Data Management Information System.

- i) Defendants shall use their best efforts to obtain funding for a computerized data management information system by June 30, 2005.
- ii) The data management information system shall be capable of performing at least the following functions:
 - A) Inmate tracking;
 - B) Production of aggregate reports for use by the defendants for purposes of system analysis and planning.
- iii) The data management information system shall be made available for use by the Compliance Coordinator for monitoring compliance of this Amended Settlement Agreement.

d) Training.

- i) Defendants shall provide training regarding the NHSP Classification system for all persons who are involved in making recommendations

and decisions, and reviewing decisions with respect to initial classification and reclassification of inmates;

- ii) Defendants shall develop checklists or other training materials to assist in classification and reclassification recommendations and decisions;
- iii) Any individual who participates in a classification or reclassification recommendation shall not participate in the final review or decision-making process with respect to that recommendation.

e) Written Policies.

- i) Defendants shall incorporate the provisions of this paragraph into written policies and procedures within six (6) months of execution of this agreement.
- ii) Current PPDs, such as PPD 7.14, Classification, shall be reviewed and amended to the extent deemed inconsistent with the provisions of this paragraph.

10.B. Certification of Compliance with Compliance Plan.

- a) If the parties disagree whether the defendants are in substantial compliance with the Compliance Plan, the parties agree to retain, at the defendants' expense, a mutually agreed upon third party to determine whether defendants are in substantial compliance.
- b) Certification of substantial compliance with Paragraph 10.A. shall not affect plaintiffs' rights to seek court enforcement of any provision of this Amended Settlement Agreement. Prior to seeking court enforcement,

plaintiffs shall first consult with defendants and their counsel and attempt to resolve the matter without court intervention.

- c) Defendants shall provide plaintiffs' counsel with a copy of each internal compliance report with respect to this Amended Settlement Agreement for a period of three (3) years from the date of issuance of the first compliance report as required by Paragraph 10.A.(a)(ii)(C).

11. Defendants shall design and implement a classification system in accordance with the objectives of the Classification Handbook and this Amended Settlement Agreement until such time that Classification Handbook is replaced by a newer, more objective classification system. The Department of Corrections agrees to provide a draft of the proposed new Classification Handbook to the plaintiffs for review and comment before implementation.

12. The Classification Manual shall govern all decisions relative to classification of inmates. In reviewing classification or reclassification recommendations for C-5 status, the Warden or Warden's designee shall assure that (i) the recommendation is in accordance with the "grid" in Section II.E.2. (page 15) of the Classification Manual, or, (ii) the reasons for not following the "grid" and recommending an "override" are clearly set forth. The defendants may issue such rules, regulations, policy statements or directives which they deem necessary to implement any of the provisions of the said Manual and which are not inconsistent with the requirements of that Manual. PPD 7.14, "Classification," effective 1/15/02, shall be amended within sixty (60) days, as agreed to by the parties, and, as amended, is incorporated by reference herein.

13. The parties have agreed to certain revisions to the current Classification Handbook. These revisions are set forth in an addendum to the current Classification Handbook, a copy

of which is attached hereto. Defendants agree to distribute the addendum to all holders of the current Classification Handbook.

14. The Classification Handbook, whether it is the current one or the proposed new one, will be incorporated into this agreement. Inmates shall be notified of the revisions to the current Classification Handbook or the new Classification Handbook in accordance with Paragraph 15 of this Amended Settlement Agreement.

15. Defendants shall, as part of the reception cycle for new inmates, inform such inmates in writing of the procedures and standards of the classification system. In addition, defendants shall provide all inmates with reasonable access to a copy of the Classification Manual. Defendants will distribute to each inmate a written summary or description of the Classification Manual and shall notify all inmates of any subsequent amendment thereto.

16. Defendants agree to allow plaintiffs' counsel to inspect individual inmate files, which contain all of the material and decisions relative to each inmate's classification. The purpose of such an inspection is to provide a method to ensure that the matters and decisions relative to classification are being made consistent with the Classification Manual and with this agreement.

17. The parties agree that issues regarding inmates in SHU who have a significant mental illness have been resolved through the Settlement Agreement regarding mental health, dated April 23, 2001.

III. SHU PROGRAMMING.

18. C-5 inmates in the New Hampshire State Prison will be afforded the opportunity to engage in useful jobs, education, vocational training, counseling, recreational programs, or other provisions and activities in the Special Housing Unit (SHU), in addition to one (1) hour of outdoor exercise.

18.A. All non-C-5 inmates in SHU, except inmates in punitive segregation, shall be afforded the opportunity to have outside yard time every other day for one (1) hour. The parties recognize that outside yard time may be temporarily limited by SHU security concerns and/or staffing limitations.

19. The parties hereby agree that all inmates who are willing to participate shall be given the opportunity to engage in such programming except those who:

- a. clearly lack the basic qualifications to participate in the particular program (e.g., an illiterate inmate who seeks to participate in high school prep program);
- b. pose a threat to the safety of staff;
- c. pose a threat to other inmates;
- d. pose a threat to institutional security.

20. In selecting inmates for education, vocational training, and counseling programs, defendants shall give priority to C-5 inmates who have resided in SHU for longer than six (6) months.

Education.

21. Defendants shall conduct a quarterly review of the education needs of each C-5 inmate.

22. Defendants agree that they shall offer small group education support in the SHU dayroom as they deem appropriate. The exact course offerings will be determined pursuant to the needs assessment carried out pursuant to Paragraph 21 above and the educational plan for SHU.

23. The defendants shall affirmatively attempt to recruit for the literacy and adult basic educational courses each C-5 inmate whose reading proficiency is below eighth grade level.

24. At the end of each quarter, each student who completes an education class in SHU shall be given a written evaluation form and asked to evaluate his teacher and the content of the course he has just taken. All evaluations shall be forwarded to the Director of Education at the New Hampshire State Prison.

25. Every inmate who drops out of an educational course shall be given a form which asks him to state the reason he dropped out. Each response shall be forwarded to the Director of Education.

26. A curriculum review will be undertaken annually of each course which is taught in SHU. Minutes of the review meetings will be kept on file with the Director of Education at the New Hampshire State Prison and shall be available for inspection.

27. At the end of each calendar year, defendants shall undertake a new review of the education records of the C-5 inmates to assess whether the education courses set forth in Paragraph 22 should be continued, modified, or discontinued. Any class discontinued for lack of need in the SHU population shall be replaced by a class that appropriately addresses the educational needs of the current C-5 population.

Treatment Programs.

28. Defendants agree to provide a psycho-social skill development program in SHU. Such program will be provided at such times as defendants shall deem appropriate, in consultation with the Mental Health Unit. Such program shall be offered in SHU at least two (2) times per year.

Vocational Training.

29. Defendants agree to offer one or more vocational education programs per academic quarter in SHU for C-5 inmates. Defendants shall determine the number and subject matter of the vocational education programs in SHU. At least two (2) of the vocational education programs offered each academic year shall involve "hands-on" training. "Hands-on" training in SHU is defined for purposes of this Amended Settlement Agreement as involving at least one (1) hour per week out of cell performing actual vocational activity in a classroom setting in SHU.

30. At the end of each training course, each inmate who completed the course shall be given a written evaluation form for the program and asked to return it to the Director of Vocational Education.

31. Each inmate who drops out of a vocational training program in SHU shall be given a form which asks him to state the reasons he dropped out. Each response shall be forwarded to the Director of Vocational Education.

Law Library.

32. SHU inmates requesting law library access shall be provided with access to the SHU satellite law library, on an appointment basis and for a sufficient number of hours per week, to meet their legal needs. Defendants shall maintain a law library log listing date of inmate

request for access to the law library and the date the access was provided or refused by the inmate. A space shall be provided for the inmate to sign such log entry indicating agreement with the log entry. Any dispute over what constitutes a sufficient number of hours in a particular case shall be mediated by the New Hampshire State Prison Inmates' Attorney.

32.A. Notice shall be posted in the SHU law library informing inmates of the following:

- a) An inmate may request additional time in the SHU law library if the inmate has an imminent court hearing or court filing deadline.
- b) An inmate who disputes whether he is receiving a sufficient number of hours in the SHU law library may submit an inmate request slip requesting that the Inmate Attorney decide the dispute. The Inmate Attorney shall render his decision within seven (7) days of receipt of the request slip.

33. The SHU law library shall be open to SHU inmates seven (7) hours per day, seven (7) days per week.

34. Defendants agree to create a part-time position (up to twenty (20) hours per week as needed) for a SHU inmate to serve as library assistant. The librarian will ensure that the SHU library assistant is knowledgeable in the area of legal research. The librarian and/or Inmate Attorney will be available to respond to SHU inmates' requests for assistance with legal research and writing.

34.A. Notice shall be posted in the SHU law library informing inmates that the librarian and/or Inmate Attorney is to be available to respond to a request by a SHU inmate for assistance with legal research and preparation of their legal documents.

35. The SHU law library shall contain, at a minimum, such digests, handbooks and research aids as shall enable inmates to determine what cases to request from the Main Law

Library. In addition, said library shall include, at minimum, the statutes, case reporters and other materials set forth in Exhibit C to the 1990 Laaman Decree, a copy of which is attached hereto. The parties agree to negotiate in good faith regarding possible additions or deletions to the list of books and materials set forth in Exhibit C above. PPD 7.20, "Library Services," will be amended in accordance with the agreement of the parties and, as amended, is incorporated by reference herein.

35.A. The following items shall be permanently placed in the SHU law library:

(1) Classification Handbook, any amendments or revisions thereto; (2) a set of New Hampshire Department of Corrections PPDs applicable to inmates; (3) an index of all PPDs except for restricted PPDs; (4) a complete set of New Hampshire Department of Correction Administrative Rules; (5) New Hampshire State Prison Handbook for the Guidance of Inmates; (6) SHU Inmate Handbook and SHU education and vocational education course listings.

Monitoring and Compliance.

36. The provisions of this settlement are not intended to waive the rights of any individual inmate to special education and supportive services pursuant to federal law, PL 94-142 and IDEA, and applicable state law.

37. If the defendants are not in substantial compliance with the provisions of this Amended Settlement Agreement, defendants shall have ninety (90) days in which to cure the non-compliance unless there is a threat of immediate harm as set forth in paragraph 46 below. If the non-compliance has not been cured within ninety (90) days, or if there is a threat of immediate harm, plaintiffs may, on this basis, move for enforcement of this agreement.

IV. FEES AND COSTS.

38. Defendants shall pay plaintiffs' counsel reasonable attorney's fees for reasonable monitoring of this Settlement Agreement with respect to SHU classification and SHU programming. Payment shall not exceed an annual cap as determined in advance by the parties through good faith negotiations. The cap on payment shall not include attorney's fees incurred for necessary enforcement of this Amended Settlement Agreement in court.

39. Defendants agree that plaintiffs are entitled to reasonable attorney's fees as part of this Amended Settlement Agreement. The parties shall attempt to resolve the issue of the exact amount of such fees through negotiations, and, if such negotiation fails, to submit the matter to the Court for final resolution.

V. MISCELLANEOUS.

40. The parties agree that all references to C-5 inmates contained anywhere in this Amended Settlement Agreement shall apply to any other inmate who is classified to SHU on other than a temporary status (e.g., PAR, punitive segregation, quarantine). All references to C-5 inmates shall apply to inmates classified C-6 or similar status if defendants create such a classification.

41. Nothing in this Amended Settlement Agreement shall be construed to waive or in any way limit or affect any claim which an individual member of the plaintiff class may now have or in the future may have against the defendants, their successors in office, agents or employees for damages or to remedy violations of such class member's legal rights.

42. No inmate class member shall be subject to punishment, harassment or adverse treatment because of his involvement or participation in this proceeding.

43. This Amended Settlement Agreement shall be enforceable by either party in the courts of the State of New Hampshire.

44. Except as set forth elsewhere herein, this Amended Settlement Agreement shall be effective within sixty (60) days of signing of this document.

45. Notice to inmates of this Amended Settlement Agreement shall be posted at various locations throughout the New Hampshire State Prison for a period of thirty (30) days from the date of signing of this document. The parties shall agree to the contents of the notice and locations where said notice shall be posted.

46. The parties agree that substantial compliance shall be the standard used to judge whether the terms of this agreement have been met. Furthermore, in recognition of the complexity and size of the New Hampshire State Prison, it is the intent of the parties to provide prison officials with some flexibility in the implementation of this agreement. Except in cases of a threat of immediate harm, minor and isolated instances of non-compliance of this agreement will, in the first instance, be brought to the attention of prison officials and then to the attention of the Office of the Attorney General for resolution. The institution will be provided a reasonable amount of time to remedy any problem before the plaintiffs initiate litigation. In the event that litigation is initiated to enforce this Amended Settlement Agreement Concerning The New Hampshire State Prison Special Housing Unit, the parties agree that a copy of this Amended Settlement Agreement Concerning The New Hampshire State Prison Special Housing Unit may be filed with the court in lieu of the original of same.

47. Copies of this Amended Settlement Agreement shall be permanently placed in the NHSP law library and SHU law library. The original of this document shall be

permanently retained at the Office of the Commissioner of the New Hampshire Department of Corrections.

FOR PLAINTIFFS

1/18/03
Date

Alan Linder
Alan Linder
New Hampshire Legal Assistance
Bar No. 1487

1/17/03
Date

Elliott Berry
Elliott Berry
New Hampshire Legal Assistance
Bar. No. 546

FOR DEFENDANTS

1/21/03
Date

Daniel Mullen
Daniel Mullen
Associate Attorney General
Bar No. 1830

1/21/03
Date

Michael K. Brown
Michael K. Brown
Sr. Assistant Attorney General
Bar No. 333



**Addendum to NH Department of Corrections
Classification Handbook
(October 2002)**

- **Section III.A.1.** *Reclassification Hearings* (pages 52, 53).

The sentence on line 15 on page 53, which begins with the words "If the Classification Officer does not agree..." shall be amended as set forth below. In addition, a new sentence is added immediately after the amended sentence, which shall read as follows:

"If the Classification Officer does not agree with the recommendation of the Unit Classification Board, the Classification Officer will recommend to the Warden a reclassification of the inmate with justification for his/her recommendation. In such a situation, the Classification Officer's and the Unit Team's information/recommendation will be forwarded to the Warden for review."

- **Section III.E.** *Overrides of the Classification Score* (pages 60, 61).

The following words are deleted from the second sentence: "...the inmate may request via inmate request slip..." The second sentence to therefore read as follows:

"Where the Warden overrides the classification score in a manner which causes an inmate to either remain in or transfer to a more restrictive status than s/he would be entitled to under the normal operation of the classification system, the Warden will provide a written explanation of the facts relied upon and the basis for the override."

- **Section III.D.** *Notification to Inmates* (page 60).

A new numbered paragraph 5 will be added after numbered paragraph 4, to read as follows:

"5. An inmate who is reclassified to C-5 status at the time of each 90-day review shall be provided with the reason for the continuing C-5 reclassification."

- **Section III.C.2.**, second column: "*I-Rating Change*, third item (page 57).

The words "at least" in the second line of the third item have been deleted so that the third item reads as follows:

Behavior

Unsatisfactory behavior...

I-rating change

Possible I-rating increase of one (1) level.





*NEW HAMPSHIRE
DEPARTMENT
OF
CORRECTIONS*

*CLASSIFICATION
HANDBOOK*

Revised 1999

The most important security and custody factors in the classification system are the public and institutional risk ratings. Public risk includes factors related to escape potential, while institutional risk includes factors related to the management concerns an inmate may present while confined.

Notice that the Commissioner, Department of Corrections has the authority to remove any inmate from any approved plan, at any level of custody, for any reason, or no reason at all, at any time. Further, the individual plan is a recommended course of action for an individual inmate and not binding on the Department of Corrections to grant movement forward in custody levels, reduced custody or recommend parole or special alternative programs.

2. Objectives

There are numerous reasons and objectives for implementing the CCP. The most significant are outlined below.

- a. Creates an objective classification system that considers the safety of the public as well as the institutional safety of the staff and the inmate population.
- b. Establishes a system that places inmates in the lowest security status commensurate with their security needs and custody requirements with regard to public safety and institutional risk in a consistent and fair manner.
- c. Establishes a system that militates against extended maximum custody status unless exceptional reasons or circumstances exist, such as escape attempts, numerous and recent major disciplinary violations, repeated returns to maximum custody or an ongoing public threat.
- d. Establishes a system that is consistent with the Unit Management concept and the Quay system models that have been implemented by the New Hampshire Department of Corrections.

Unit Team for reviews in accordance with the time frames above and will receive written notification that a Reclassification Hearing has been scheduled.

3. One (1) week prior to the Reclassification Hearing it will be the Unit Team's responsibility to have the inmate's Individual Pre-Release Plan updated and available for review by the Classification Board. No Reclassification reconsideration will be made without written documentation for review at the hearing. It is the inmate's responsibility to inform the case manager of completion of any program so appropriate notations may be made on the plan held in the unit and offender records.

B. Reclassification Score Sheet

The Chairperson will maintain a Reclassification Score Sheet/Unit Board at the proceedings which will include the current public and institutional risk ratings as well as the updated ratings and codes from the Needs Assessment Profile Ratings. This will be updated in the inmate's Individual Pre-Release Plan. The members of the Board and the inmate will have the opportunity to discuss any requests and adjustments with the inmate. Based on the above, the Classification Board will make a recommendation to the Warden or designee.

C. Assessment Updates for Reclassification

1. Public Risk (P-Rating) Changes:

Since the P-rating reflects an inmate's risk to the public there is a strong need to insure that those inmates who continue to be a risk remain in a confinement environment that will minimize the risk of escape. There is a need to insure their placement in the lowest security status commensurate with security and custody requirements. Additionally, there is a presumption that an inmate will not remain in C-5 status unless exceptional reasons and circumstances exist.

- a. Changes in the Public Risk Rating are determined by time served and the institutional risk rating. [An inmate must have the appropriate I-Rating to be eligible] for a P-Rating reduction. Essentially, the following table is used to guide the Classification Boards in reducing the Public

deleted



INVENTORY OF BOOKS TO BE MAINTAINED
IN SHU SATELLITE LAW LIBRARY

1. NH Revised Statutes Annotated (Complete Set)
2. NH Reporter - Volumes 117-present
3. West's Atlantic Digest - Complete Set
4. West's Federal Practice Digest 3rd - Complete Set
5. NH Court Rules - Superior Court
6. NH Court Rules - Supreme Court
7. Local Rules of the United States District Court
for the District of New Hampshire
8. NH Practice, McNamara, Criminal Practice and
Procedure (2 volumes)
9. NH Practice, Wiebusch, Civil Practice and
Procedure (3 volumes)
10. NH Practice, Douglas, Family Law
11. NH Practice, DeGrandpre, Wills, Trusts and Gifts
12. NH Rules of Evidence, Douglas (Equity Publishing
1986)
13. Federal Criminal Code (18 USCA, Complete Set)
14. Federal Rules of Criminal Procedure (Complete Set)
15. Federal Rules of Civil Procedure (Complete Set)
16. Federal Rules of Appellate Procedure
17. Federal Rules of Evidence (Complete Set)
18. United States Civil Rights Acts 42 USCA § 1981 -
end (12 volumes)

19. US Supreme Court Reporter Vol. 106 - present
20. American Jurisprudence - Complete Set
21. Prisoner's Self Help Manual (1983)
22. Constitutional Rights of Prisoners
23. Search and Seizure, LaFave (4 Vol. 1988)
24. Criminal Law Review, Carr, (4 Vol. 1988)
25. Federal Reporter 2d Vol. 869 - 886
26. Federal Supplement 2d Vol. 705 - 720
27. Nutshell-Appellate Advocacy-Vol. 1-1984
28. Nutshell-Civil Procedure 2nd Edition 1986
29. Nutshell-Civil Rights Vol. 1 1978
30. Nutshell-Constitutional Law Vol. 1 1986
31. Nutshell-Consumer Law 2nd Edition 1981
32. Nutshell-Corrections & Prisoners Rights 3rd Edition 1983
33. Nutshell-Criminal Law 2nd Edition 1987
34. Nutshell-Criminal Procedure 4th Edition 1988
35. Nutshell-Evidence, State & Federal 2nd Edition 1981
36. Nutshell-Family Law 2nd Edition 1986
37. Nutshell-Federal Jurisdiction 2nd Edition 1981
38. Nutshell-Federal Rules of Evidence 2nd Edition 1987
39. Nutshell-Immigration Law & Procedure 2nd Edition 1984

40. Nutshell-Legal Research 4th Edition 1985
41. Nutshell-Legal Writing Vol. 1 1982
42. Nutshell-Post Conviction Remedies Vol. 1 1978
43. Nutshell-State Constitutional Law Vol. 1 1988
44. Shepard's NH Citations - Complete Series
45. Shepard's US Citations - Complete Series
46. Shepard's Federal Citations - Complete Series