

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

AMANDA WRIGHT, Applicant,  v.  STATE OF IOWA, Respondent.	05771 PCCE090035
MONICA FAGAN, Applicant,  v.  STATE OF IOWA, Respondent.	05771 PCCE090131
CHEYANNE HARRIS, Applicant,  v.  STATE OF IOWA, Respondent.	05771 PCCE090014

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is hereby made on this 5<sup>th</sup> day of May, 2026 (“Effective Date”) by and between Amanda Wright, Monica Fagan (hereinafter “Mo Fagan”), and Cheyanne Harris, (collectively, “Applicants”) on the one hand; and the State of Iowa Department of Corrections (“Respondent,” or, the “IDOC”) on the other hand. In the remainder of this Agreement, Applicants and Respondent may be referred to collectively as the “Parties” and each individually as a “Party.”

**I. STIPULATION OF FACTS**

The Parties hereby stipulate and agree to the following facts in support of this Agreement:

- A. Applicants are each an incarcerated individual at the Iowa Correctional Institution for Women, one of multiple state prisons overseen by Respondent State of Iowa through the IDOC. During their incarceration, incarcerated individuals are eligible to earn a reduction of sentence, called “earned time,” which the IDOC tracks and oversees in the manner provided by Iowa Code section 903A.2 (“earned time”).
- B. It is the policy of the IDOC to have in place in each of its institutions a system of incarcerated individual discipline that serves to advance successful incarcerated individual reentry into the community, protects the public, staff, and incarcerated individuals from victimization, and maintains order in the institution through the

impartial application of a fully developed, well-understood set of rules, regulations, and procedures that incorporates all applicable due process requirements. The IDOC's disciplinary policies designate certain conduct, such as the use or possession of controlled substances, that may subject incarcerated individuals to major discipline reports. Major discipline may subject the incarcerated individual to a loss of earned time or result in a substantial deprivation of liberty. Incarcerated individuals are therefore entitled to procedural due process in disciplinary proceedings involving an allegation of major discipline, including a hearing before an administrative law judge ("ALJ").

- C. This litigation arises following Applicants' Applications for Postconviction Relief under Iowa law seeking the restoration of earned time Respondent revoked following a disciplinary hearing before an ALJ. Applicants were found to have violated disciplinary rules relating to the use of illicit substances or what is described as "Dangerous Drugs and Intoxicants" within IDOC policy, after each submitted to immunoassay-based urinalysis testing and returned what Respondent contended was a positive result. Pursuant to the IDOC's then-existing policy governing drug testing, Applicants were not permitted or able to request or obtain a confirmation test as the IDOC's current policies do not require or permit confirmation testing.
- D. In the litigation, the IDOC contended its policy regarding confirmation testing was based on caselaw, while Applicants asserted an immunoassay-based urinalysis test without further confirmation testing was not reliable evidence on which to base a disciplinary charge. In light of the IDOC's intention to improve the reliability and quality of evidence used for discipline, including the change to the burden of proof as described in this Agreement, the IDOC has determined its policy regarding confirmation testing must be revisited and revised.
- E. At the time of the disciplinary hearings against Applicants the IDOC's policies governing disciplinary procedures authorized and required ALJs overseeing the hearings to enter findings of fact and impose guilt based on a "some evidence" burden of proof. The ALJ in each of Applicant's cases applied the some evidence burden of proof in the disciplinary proceedings, in which the allegedly positive immunoassay tests were admitted in support of the charges against Applicants.
- F. Over the course of this litigation, Respondent determined there were procedural errors with the urinalysis testing of Applicants and expunged the discipline entered against them, restoring the earned time.
- G. Respondent, as a result of this litigation, has voluntarily agreed to implement changes with respect to prison discipline. The Parties, as set forth in this Agreement, resolve that disciplinary proceedings in the IDOC's prison institutions must now meet the burden of proof used by the Federal Bureau of Prisons at 28 CFR § 541.8(f): The ALJ's decision "will be based on at least some facts and, if there is conflicting evidence, on the greater weight of the evidence." The IDOC may always exceed this burden of proof.

- H. The Parties deem it in their mutual best interests to fully and finally resolve the litigation brought by Applicants under the terms described herein, which include, among other things, the revision of the IDOC's relevant policies and practices as provided in this Agreement. This revision is made with the intention to improve the reliability and quality of evidence used for discipline.

## II. CONSIDERATION AND TERMS

- A. Applicants' Consideration. In consideration of Applicants' entry into this Agreement and pursuant to its terms, Applicants agree to the following:
1. Entry of an Order by the Court incorporating this Agreement;
  2. **Amanda Wright** agrees to voluntarily dismiss her Application for postconviction relief in case 05771 PCCE090035, with prejudice. Amanda Wright also agrees not to seek any award of attorney fees to which she might otherwise be entitled pursuant to the District Court's Order Granting Motion to Compel on December 4, 2025, and waives any right or claim under the same. Amanda Wright also agrees to waive any and all claims raised or which could be raised, arising out of the facts and disciplinary incidents comprising case 05771 PCCE090035. Amanda Wright does not make any waiver or agreement as to her right to any future disciplinary appeals and/or post-conviction relief actions which arise out of any facts other than the specific facts and disciplinary incidents comprising case 05771 PCCE090035. Amanda Wright also does not make any waiver or agreement as to claims regarding any other facts or matters, including but not limited to any other facts or matters related to the terms and conditions of her incarceration, or in any criminal case.
  3. **Mo Fagan** agrees to voluntarily dismiss his Application for postconviction relief in case 05771 PCCE0900131, with prejudice. Mo Fagan also agrees not to seek any award of attorney fees to which he might otherwise be entitled pursuant to the District Court's Order Granting Motion to Compel on November 17, 2025, and waives any right or claim under the same. Mo Fagan agrees to waive any and all claims raised or which could be raised arising out of the facts, disciplinary incidents or related matters underlying PCCE090131. Mo Fagan does not make any waiver or agreement as to his right to any future disciplinary appeals and post-conviction relief actions which arise out of any facts other than the specific facts and disciplinary incidents comprising case 05771 PCCE0900131. Mo Fagan does not make any waiver or agreement as to his right to any future disciplinary appeals and/or post-conviction relief actions which arise out of any facts other than the specific facts and disciplinary incidents comprising case 05771 PCCE090131. Mo Fagan also does not make any waiver or agreement as to claims regarding any other facts or matters, including but not limited to any other facts or matters related to the terms and conditions of his incarceration, or in any criminal case.

4. **Cheyenne Harris** agrees to voluntarily dismiss her Application for postconviction relief in case 05771 PCCE090014, with prejudice. Cheyanne Harris also waives any claim to the \$4,740 attorney fee award arising from the District Court's Order on December 4, 2025. Cheyanne Harris agrees to waive any and all claims raised or which could be raised arising out of the facts, disciplinary incidents or related matters underlying PCCE090014. Cheyanne Harris does not make any waiver or agreement as to her right to any future disciplinary appeals and post-conviction relief actions which arise out of any facts other than the specific facts and disciplinary incidents comprising case 05771 PCCE090014. Cheyanne Harris does not make any waiver or agreement as to her right to any future disciplinary appeals and/or post-conviction relief actions which arise out of any facts other than the specific facts and disciplinary incidents comprising case 05771 PCCE090014. Cheyanne Harris also does not make any waiver or agreement as to claims regarding any other facts or matters, including but not limited to any other facts or matters related to the terms and conditions of her incarceration, or in any criminal case.

B. Respondent's Consideration. In consideration of Respondent's entry into this Agreement and pursuant to its terms, Respondent agrees to the following:

1. Entry of an Order by the Court incorporating this Agreement;
2. Respondent will cease all use of the "some evidence" burden of proof to find inmates have violated any rule which would subject them to major discipline, the loss of earned time, or a substantial deprivation of liberty.
3. Respondent will require a higher burden of proof—which shall meet or exceed the "greater weight of the evidence" burden utilized by the Federal Bureau of Prisons as set forth in 28 CFR Part 541<sup>1</sup>—to find inmates have violated any rule which would subject them to major discipline, the loss of earned time, or a substantial deprivation of liberty. Respondent will fully implement this change through policy revisions and training within 90 days.
4. Consistent with 28 CFR Part 541, Respondent agrees that this greater weight of the evidence burden of proof:
  - a. Will allow, at minimum, every inmate charged with any major discipline infraction to make a statement and present documentary evidence on their own behalf;
  - b. Will require, at minimum, the administrative law judge and/or other agent of Respondent to consider all evidence presented during its/their review;
  - c. Will require, at minimum, that the decision made by the administrative law judge and/or other agent of Respondent be based on at least some

---

<sup>1</sup> Available at: <https://www.ecfr.gov/current/title-28/chapter-V/subchapter-C/part-541>.

facts and, if there is conflicting evidence, on the greater weight of the evidence.

5. This Agreement does not reach or relate to in any way the burden of proof required to charge any person with any criminal offense or find a person guilty of any criminal offense. This Agreement further does not reach or relate to in any way the standard of review under which an Iowa district court considers a postconviction relief action arising a prison disciplinary matter.
6. With regard to inmate drug testing and related discipline, and consistent with the greater weight of the evidence burden of proof, Respondent agrees that, within six months of this Agreement, it shall revise its policies and provide notification, training, and guidance to appropriate staff as follows:
  - a. Respondent shall no longer consider a single positive immunoassay test as sufficient evidence standing alone on which to impose any major discipline and will not submit an immunoassay test as evidence supporting major discipline unless:
    - (i) the immunoassay testing is accompanied by appropriate confirmation testing; or
    - (ii) the incarcerated individual either:
      - (a) admits use of the substance for which the immunoassay test indicates a positive result, or
      - (b) after receiving the notice described in paragraph 6(d) below, exercises their right to waive confirmation testing.
  - b. Incarcerated individuals retain the ability to contest the disciplinary charges against them with appropriate evidence. Respondent retains the ability to support charges of major discipline for drug-related violations with other evidence it contends supports the charge. An immunoassay test submitted under one of the circumstances described in paragraph 6(a) should be viewed in light of the surrounding evidence or circumstances as well as any evidence, presented by the I/I or otherwise that may impact the ultimate weight or strength of the evidence. This instruction is to reflect the intent to have greater confidence in major discipline.
  - c. Respondent shall remove the prohibition on confirmation testing. Respondent will permit or require confirmation testing of immunoassay tests in appropriate circumstances based on its policy review and this Agreement. The Respondent shall pay the initial cost of confirmation testing and bear the cost of negative confirmation tests (i.e., a confirmation test that does not confirm the positive results of the

initial immunoassay test). Respondent may seek to assess the cost of a positive confirmation test (i.e., a confirmation test that confirms the positive results of the initial immunoassay test) to the incarcerated individual.

- d. Prior to obtaining a confirmation test, Respondent must provide notice to the incarcerated individual sufficient to advise the incarcerated individual of the following:
    - (i) the meaning and purpose of confirmation testing, including that it is a second test on the sample that can confirm or refute the initial positive immunoassay test and correct initial "false-positives" which may be due to legitimately prescribed medication;
    - (ii) the cost of confirmation testing, including that the Respondent will bear the initial cost and the cost of negative confirmation testing, but that the incarcerated individual may be assessed the cost of a positive confirmation test;
    - (iii) that the incarcerated individual has a right to decline confirmation testing, but that the decision to decline a confirmation test will be used against the incarcerated individual in any disciplinary action arising from the initial immunoassay test.
  - e. In the event a confirmation test returns a negative result, Respondent will inform any state prosecutors of the negative confirmation test to consider dismissal of any related criminal charges.
  - f. Because currently reasonably available scientific methods for testing for "K2" and other cannabinoid synthetics are limited and unreliable to detect K2, alternative evidence which meets or exceeds the "greater weight of the evidence" burden of proof is required by Respondent to impose any major discipline.
7. The Parties agree that implementing appropriate policy changes as provided by this Agreement will include, but not be limited to, the following: Policy IO-RD-03, Major Discipline Report Procedures and Policy IO-SC-21, Incarcerated Individual Drug Testing. Specifically, these written policy changes will include, but are not limited to, sections IV(D)(15)(j) and IV(E)(1)(a) of Policy IO-RD-03, and section III(a)(2), III(f)(1) and (2), and III(H)1(a), as well as all additional language necessary throughout Policy IO-SC-21. Respondent agrees to further undertake a thorough search of existing policy and made all additional written policy changes to ensure consistency with this Agreement, which shall include ensuring adequate training and qualifications of those conducting the tests, as well as proper maintenance and chain of custody of samples.

8. Respondent shall further pay unspecified damages to Applicants as follows:

- a. To Amanda Wright in the amount of \$92.43.
- b. To Cheyenne Harris in the amount of \$1,429.42.
- c. To Mo Fagan in the amount of \$19.71.
- d. The Parties agree that approval by the State Appeal Board of the payment of these damages is a condition precedent to this Settlement Agreement. It is agreed that the Attorney General's Office will recommend to the State Appeal Board that it approve this Settlement Agreement.

C. Acceptance. In the event this Agreement is not accepted and adopted by the Court in whole, the Agreement will be considered void and Applicants will have the right to proceed in this or any other lawsuit against Respondent for all available relief.

D. Public Record. On signing of this agreement, the Parties agree that this Agreement will become a public record under Iowa Code chapter 22. This provision does not reach any documents exchanged in the underlying litigation that are subject to confidentiality under law or court order.

E. No Admission of Liability. This Agreement is not and shall not be construed as an admission by any Party that a Party violated any federal, state, or local laws, rules, or policies. The Parties have entered into this Agreement for the sole purpose of avoiding the burden, expense, delay, and uncertainties involved with proceeding through the litigation process.

### III. DISMISSAL AND ENFORCEMENT

A. Dismissal of Claims. Upon acceptance of this Agreement by all Parties, Applicants will move for a Stipulated Dismissal and Order from the Court:

1. Approving and adopting this Settlement Agreement;
2. Incorporating this Settlement Agreement into the Order entered on the motion;
3. Retaining jurisdiction to enforce its terms if necessary; and
4. Dismissal of all claims against Respondent with prejudice.

B. This Agreement and any Order entered thereon shall be enforceable by all means provided by law. At all times, the Respondent shall bear the burden of demonstrating full and effective compliance with this Settlement Agreement. Applicants shall consult with Respondent and make a good faith attempt to resolve any dispute regarding compliance with this Agreement before instituting enforcement proceedings with the Court.

- C. The Parties expressly agree and warrant that this Agreement shall be enforceable against Respondent and bind the Respondent's officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with Respondent and its agents.

#### IV. GENERAL PROVISIONS.

- A. Governing Law. This Agreement and any dispute arising out of or related to this Agreement shall be governed and interpreted in accordance with the laws of the State of Iowa without regard to conflicts of laws principles that would require the application of the law of another jurisdiction.
- B. Costs. Except as outlined expressly herein, each Party shall bear its own costs and legal fees in connection with this case, including, but not limited to, the negotiation and preparation of, and performance under, this Agreement and any activities related to the implementation of this Agreement.
- C. Entire Agreement. This Agreement, including any documents or exhibits referred to herein, constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties, with respect to the subject matter of this Agreement. However, this does not affect the protected nature of confidential information which is confidential by law; considered confidential by the IDOC; or is subject to a separate protection order issued by the court.
- D. Severability. In the event any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted to reasonably effect the Parties' intent. The Parties also agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the fullest extent possible, the purpose(s) of such void or unenforceable provision.
- E. Amendments. No amendment, modification, or supplementation of any provision of this Agreement shall be valid or effective unless made in writing and approved in writing by all Parties or an authorized agent thereof.

AGREED AND EXECUTED BY:

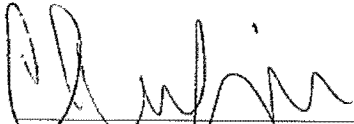
APPLICANTS: Amanda Wright, Monica Fagan, and Cheyanne Harris

  
Amanda Wright

Date: 4-17-20

M. Fagan  
Mo Fagan

Date: 4-17-26

  
Cheyanne Harris

Date: 4.17.20

Rita Bettis Austen (AT0011558)

Email: rita.bettis@aclu-ia.org

AMERICAN CIVIL LIBERTIES UNION OF IOWA FOUNDATION

505 Fifth Avenue, Suite 808

Des Moines, IA 50309

Telephone: +1 515 243 3988

*Attorney for Applicants*



---

Rita Bettis Austen

Date: April 21, 2026

**FOR RESPONDENT** Iowa Department of Corrections:

Dr. Beth Skinner  
Director  
Iowa Department of Corrections  
510 E 12th St.  
Des Moines, IA 50319



\_\_\_\_\_  
Dr. Beth Skinner

Date: 4/16/2026\_\_\_\_\_