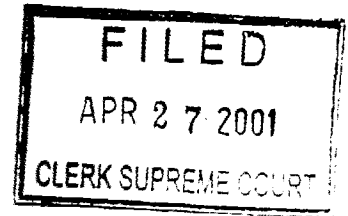


IN THE COURT OF APPEALS OF IOWA

No. 1-153 / 99-1480
Filed April 27, 2001



ALFRED LEFLORE,
Applicant-Appellant,

vs.

STATE OF IOWA,
Respondent-Appellee.

Appeal from the Iowa District Court for Lee (North) County, William L. Dowell, Judge.

Alfred LeFlore appeals from the district court ruling denying his postconviction relief application challenging the prison authorities' calculation of the reduction of his prison sentence. **AFFIRMED.**

Alfred LeFlore, Fort Madison, pro se.

Thomas J. Miller, Attorney General, and Forrest Guddall, Assistant Attorney General, for appellee.

Considered by Sackett, C.J., and Huitink and Streit, JJ.

HUITINK, J.

I. Background Facts and Proceedings.

The petitioner Alfred LeFlore appeals from the district court's denial of his application for postconviction relief. At issue is the proper attribution of good conduct time and honor contract time earned pursuant to Iowa Code sections 246.41 (1983), 903A.2 (1989), and 903A.6 (1989).

LeFlore's complaint concerning good conduct time arises out of a disciplinary sanction resulting in the loss of 1095 days of good conduct time. The sanction followed LeFlore's involvement in a physical altercation with a number of other inmates. LeFlore contends that the Administrative Law Judge ("ALJ") did not have the authority to impose this sanction, citing an agreement between this ALJ and the Attorney General's Office that "[a]n inmate convicted of . . . fighting . . . would receive the maximum sentence of thirty days in disciplinary detention and one year in administrative segregation and the loss of one year of good time." Although recognizing that the legislature has provided ALJs with discretion to take any and all good conduct time as punishment under Iowa Code section 246.41 (1983) and 903A.6 (1989), LeFlore argues that the ALJ relinquished that discretion through the above agreement. LeFlore also alleges that the sanction imposed was excessive in violation of his constitutional rights.

There is an additional issue concerning an undisputed error in computing LeFlore's honor contract time credits. In August 1987 LeFlore's honor contract time was not correctly restored following the conclusion of a term of disciplinary suspension. This mistake was not discovered until 1997, at which time LeFlore

filed a grievance, requesting that this issue be addressed. Prison officials retroactively computed and assigned honor contract time to him. LeFlore contends that this calculation is based on a determination that he was in segregation June 1991 through January 1993 and October 1991 through October 1992, when in fact he was in general population. Because inmates are ineligible to receive honor contract time while on disciplinary status, the result of this alleged error was LeFlore's loss of earned honor time.

LeFlore also contends his due process rights were violated by the department of corrections' failure to follow an internal policy, which required monthly review of the status of honor contracts for all inmates whose honor contracts have been suspended as a result of disciplinary action.

II. Standard of Review.

Proceedings for postconviction relief are special proceedings treated as an action at law. *Gladson v. State*, 439 N.W.2d 214, 215 (Iowa Ct. App. 1989). However, where there are fundamental constitutional rights involved, we review the case de novo in light of the totality of the circumstances. *Kelly v. Nix*, 329 N.W.2d 287, 291 (Iowa 1983). The petitioner has the burden of proof to show a constitutional violation by a preponderance of the evidence. *Williams v. State*, 378 N.W.2d 894, 897 (Iowa 1985).

III. The Merits.

While it is generally true that prison official must comply with internal policies, the agreement cited to by LeFlore was not an official policy adopted by the department of corrections. See generally *Miller v. Iowa District Court*, 603

N.W.2d 86, 90 (Iowa 1999). The ALJ provided the following explanation when asked about the cited agreement:

Yes. There was an agreement. It was not a policy. It was just a standard agreement that under normal circumstances, the maximum sanction would be thirty days disciplinary detention, followed by one year administrative segregation.

...

But there was no - - there never was anything in writing. It never became policy.

He further testified that this agreement did not completely constrain his discretion. In unusual or extreme circumstances, the loss of good time sanctions could be increased to reflect the severity of the infraction. We accordingly find no merit in LeFlore's claims. See Iowa Code §§ 246.41 (1983), 903A.6 (1989); *Harpster v. State*, 569 N.W.2d 594, 597 (Iowa 1997).

We decline to address LeFlore's arguments regarding honor contract time because they were not properly preserved for appeal. Our function is to review trial court's consideration of arguments raised before it. *Podraza v. City of Carter Lake*, 524 N.W.2d 198, 203 (Iowa 1994). Although LeFlore's arguments regarding honor contract time were implicated within his pleadings and evidence at trial, they were not ruled on by the district court. Moreover, the rule 179(b) motion filed by LeFlore following the district court decision failed to request a ruling on these issues. See *Lawrence v. Grinde*, 534 N.W.2d 414, 418 (Iowa 1995) (when the court fails to resolve an issue, request to enlarge or amend findings is necessary to preserve error); *Kernodle v. Commissioner of Ins.*, 331 N.W.2d 132, 134 (Iowa 1983) (A rule 179(b) motion is essential to preserve error

when a trial court fails to resolve an issue, claim, defense or legal theory properly submitted.). We accordingly decline to address these issues on appeal.

IV. Summary.

We have carefully considered all issues raised on appeal and find they have no merit or are effectively resolved by the foregoing. The judgment of the district court is affirmed in its entirety.

AFFIRMED.