



Virginia Department of Corrections

Facility Services and Work

Food Service Manual Chapter 4

Religious Diets and Special Menus

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Signatory: Mark E. Engelke
Director of Food Services

Signature Copy on File

1/19/21

Signature

Date

REVIEW

The Director of Food Services will ensure that each Chapter of the Food Service Manual is reviewed annually and revised as necessary.

COMPLIANCE

The Food Service Manual is issued with the intent to pull together information from a variety of sources such as directives, operating procedures, regulations, and other mandatory requirements and applies to all Food Service activities in facilities operated by the Department of Corrections (DOC). Contract Food Service vendors must follow all provisions of the Food Service Manual within the specifications of their contract. This manual will not change requirements contained in any approved directive or operating procedure, but does contain specific operational details not included in other documents. Practices and procedures must comply with applicable State and Federal laws and regulations, ACA standards, and DOC directives and operating procedures.

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DEFINITIONS

Common Fare - An appropriate religious diet for inmates whose religious dietary needs cannot be met by the Master Menu; the Common Fare menu meets or exceeds minimum daily nutritional requirements.

Community Corrections Alternative Program (CCAP) - A system of residential facilities operated by the Department of Corrections to provide evidence-based programming as a diversionary alternative to incarceration in accordance with COV §53.1-67.9, *Establishment of community corrections alternative program; supervision upon completion.*

Eid ul Adha - Prayer service and special meal; takes place approximately 70 days after the end of Ramadan and the NOI Month of Fasting

Eid ul Fitr - Prayer and Fast breaking; takes place at the end of Ramadan and the NOI Month of Fasting

Facility - Any institution or Community Corrections Alternative Program

Master Menu - A menu developed by the DOC Dietician to ensure that nutritionally adequate meals are made available to inmates and probationers/parolees consistent with nationally recommended allowances for basic nutrition and established basic daily servings

Meals for Religious Observances - Special meals provided for the following religious observances: Observance of Ramadan, Nation of Islam (NOI) Month of Fasting, and Passover.

Nation of Islam (NOI) Month of Fasting - The fast observed by the Nation of Islam

Nation of Islam (NOI) Month of Fasting Common Fare Menu - The 28-day cycle Common Fare menu for NOI inmates on Common Fare; provided by the DOC Dietitian to be used during the NOI Month of Fasting for those inmates whose religious dietary needs cannot be met from the Common Fare menu during the observance of the NOI Month of Fasting.

Nation of Islam (NOI) Month of Fasting Menu - A 28-day cycle Master Menu for NOI inmates and probationers/parolees provided by the DOC Dietitian to be used during the NOI Month of Fasting for those whose religious dietary needs cannot be met from the Master Menu during the observance of the NOI Month of Fasting.

Observance of Ramadan - The fast observed by traditional Muslims

Sealed Religious Diet - A religious diet available to those inmates whose religious dietary needs cannot be met by the Master Menu or the Common Fare diet menu

Passover - The religious holiday celebration observed by Jews, Messianic Jews, Yahwist/House of Yahweh and Philadelphia Church of God

Ramadan Common Fare Menu - A 28-day cycle Common Fare menu for Muslim inmates on Common Fare; provided by the DOC Dietitian to be used during Ramadan for those inmates whose religious dietary needs cannot be met from the Common Fare menu during the Observance of Ramadan.

Ramadan Menu - A 28-day cycle Master Menu for Muslim inmates and probationers/parolees provided by the DOC Dietitian to be used during Ramadan for those whose religious dietary needs cannot be met from the Master Menu during the Observance of Ramadan.

Seder Plate - A ceremonial plate used during Passover, generally consisting of matzo, roasted chicken, bitter herb (parsley), vegetables (parsley or celery), chopped apples and nuts (mixed), and a cup of salt water

PURPOSE

This chapter of the Food Service Manual provides a religious diet program that reasonably accommodates special diets to meet the basic nutritional needs of inmates and probationers/parolees whose religious beliefs require the adherence to religious dietary laws.

PROCEDURE

- I. Community Corrections Alternative Program (CCAP) (4-ACRS-4A-03[CC])
 - A. Due to short duration and voluntary nature of a CCAP, the facility does not offer Common Fare and Sealed Religious diets. The facility does offer probationers/parolees the option of choosing non-meat meals from the Master Menu to address their dietary requirements.
 - B. Other than Common Fare and Sealed Religious diets, the facility will provide CCAP probationers/parolees with meals that reasonably accommodate certain religious or spiritual dietary needs to the extent feasible during the Observance of Ramadan and NOI Month of Fasting and the Observance of Passover.
 1. Probationers/parolees may choose to eat from the Master Menu or the Ramadan and NOI Month of Fasting Menus during the Observance of Ramadan and the NOI Month of Fasting.
 2. Probationers/parolees may choose to eat from the Master Menu or the Passover Menu during the Observance of Passover.
 3. Probationer/parolee eligibility, participation, and all other requirements established in this operating procedure for Religious Observance Meals to include fasting for other religious observances will apply.
- II. Common Fare Diet
 - A. The Common Fare diet is available at selected institutions designated by the Chief of Corrections Operations and is intended to accommodate inmates whose religious dietary needs cannot be met by the Master Menu. (5-ACI-5C-07)
 1. At institutions where the Common Fare diet is available, the provision of Common Fare must be in accordance with this Chapter of the Food Service Manual.
 2. All Food Service staff in designated Common Fare institutions will be trained in Common Fare with staff training documented on the [Staff Common Fare Training Acknowledgement](#) FSM_F7.
 3. All Corrections Officers who deliver or serve food will be trained in the proper procedures for serving and delivering Common Fare meals, including, but not limited to, contamination issues and the correct use of gloves with staff training documented on the [Staff Common Fare Training Acknowledgement](#).
 4. The Food Operations Director/Manager or designee will provide appropriate training and supervision for inmate kitchen workers assigned to prepare, deliver or serve food for Common Fare meals, including, but not limited to, contamination issues and the correct use of gloves with training documented on the [Inmate Worker Common Fare Training Acknowledgement](#) FSM_F8.
 5. At institutions where Common Fare is not available, inmates have the option of choosing non-meat meals from the Master Menu to address dietary requirements. (4-ACRS-4A-03[I])
 - B. The Common Fare diet menu has been analyzed and certified to meet or exceed minimum daily nutritional requirements. A copy of the Common Fare menu is available by request from the Counselor; copying charges will apply.
 1. All foods purchased for Common Fare except fresh fruits and vegetables, will be certified by a recognized Orthodox Standard, e.g., "U", "K", or "CRC". No pork or pork derivatives may be used.
 2. Common Fare menus may be changed at the institutional level for seasonal produce availability, donated kosher commodities, and kosher special buys.

- a. Under such circumstances, the Food Operations Director/Manager may make temporary nutritionally equal substitutions with fresh seasonal produce.
 - b. All rules for substitutions as provided in Food Service Manual, Chapter 3, *Menu Planning*, apply to substitutions on the Common Fare menu.
 - c. A requirement of Common Fare and Kosher is that dairy and meat, chicken, and fish are not served in the same meal. If a menu substitution is made, do not mix dairy and meat.
3. Substitutions for the NOI Month of Fasting, only
- a. If a menu substitution must be made, the following foods are unacceptable:
 - i. Pork, beef, poultry
 - ii. Dried beans, (except Navy) and peas
 - iii. White and corn bread
 - iv. Soybean flour or oil
 - v. Kale, turnip, collard, or mustard greens
 - vi. Sweet or white potatoes
 - vii. Peanuts, coconut, or other nuts
 - viii. Cheese, made with any pork products
 - ix. Refined sugar products
 - x. Grapefruit
 - b. All beverages available for general population are allowed for Common Fare.

C. Food Storage

1. Upon delivery of Common Fare food items, the items will be stored in special designated areas for staging and storage until ready for use.
2. A separate refrigeration unit or an area within available cooling systems will be set aside for the staging and storage of refrigerated Common Fare food items; the designated unit or area must be clearly marked and identified as Common Fare.
3. Dry storage Common Fare food items will be stored in a separate area from other items.
 - a. In case of limited dry storage space, the Food Operations Director/Manager will identify a special area within the existing storage area for staging and storage of non-perishable Common Fare food items.
 - b. The designated area will be clearly marked and identified as Common Fare.
4. Frozen Common Fare food items will be stored in a separate area from other items.
 - a. In case of limited frozen storage, the Food Operations Director/Manager will identify a special area within the existing frozen storage area for staging and storage of frozen Common Fare food products.
 - b. The designated area will be clearly marked and identified as Common Fare.

D. Food Preparation

1. All food preparation will be conducted in a designated Common Fare area.
2. All food cooked for Common Fare will be cooked in designated Common Fare equipment.
3. A separate designated thermometer must be used to take the temperature of Common Fare food items.
4. All food contact surfaces to include the prep area, serving line, pot sink, and the dishwashing machine must be purified with boiling water above 180 degrees before Common Fare items are prepared or washed on these surfaces with daily purification documented on the [Common Fare Purification Log](#) FSM_F29.
5. All pans, lids, utensils, and other equipment used for Common Fare must be marked (CF) for Common Fare and will not be used for any other purpose.

- a. Food service pans and utensils designated for use in preparing, serving, and transporting Common Fare food items will be stored, handled, used, and cleaned separately from non-Common Fare food utensils.
 - b. Pans and utensils for Common Fare will be washed and sanitized in the pot and pan area before non-Common Fare utensils have been cleaned.
 - c. Sinks must be washed, sanitized, and refilled before Common Fare utensils are cleaned.
 - d. All utensils will be stored on a separate shadow board identified as Common Fare.
6. Cooking vessels that are contaminated with non-Common Fare food items must be re-purified as follows:
- a. Dry heat equipment such as an oven must be set at the highest temperature setting and allowed to operate for a minimum of 30 minutes.
 - b. Moist heat equipment such as a tilt skillet and steam jacketed kettle must be filled with water and boiled for a minimum of 30 minutes.
 - c. Miscellaneous equipment such as a pot, pan, cooking utensils, serving utensils, etc. must be placed in a designated Common Fare vessel and boiled for a minimum of 30 minutes.
 - d. Common Fare serving trays, cups, or eating utensils that come in to contact with non-Common Fare items must be purified by running them through the dishwashing machine. The dishwashing machine must be cleaned and purified prior to use.
7. Food Service staff and inmate workers will not handle non-Common Fare food items while preparing or cooking Common Fare food items.
8. Common Fare food items will be prepared and cooked in accordance with the Food Service Manual and state and federal regulations.
- E. Serving Trays and Utensils
1. Separate reusable serving trays, covers, eating utensils, and cups will be used for Common Fare and will be stored separately.
 - a. The Facility Unit Head will designate a color for Common Fare serving trays for their institution; Common Fare serving trays and non-Common Fare serving trays must be a different color.
 - b. The serving tray lid must be orange to distinguish the serving tray as Common Fare use only.
 2. Common Fare serving trays, covers, eating utensils, and cups will be placed in the clean and sanitized dishwashing machine for washing and sanitizing before non-Common Fare serving trays and utensils are washed. Dishwashing water will be drained and refilled before washing Common Fare items.
 - a. All dishwasher racks will be put through the dishwasher before Common Fare utensils, serving trays, and cups are placed on the racks.
 - b. The dishwasher dirty and clean rack slides must be purified by boiling water prior to the washing of Common Fare items.
- F. Serving of Common Fare Items
1. Common Fare items prepared and placed in serving trays designated for Common Fare.
 - a. All items, except for Common Fare hot items, will be prepared in advance of the feeding period and placed under refrigeration in the designated refrigerator unit or area.
 - b. All food items will be covered when served to the inmate.
 2. Common Fare items served from the main serving line.
 - a. The serving line must be purified by boiling water, in the wells and all food contact surfaces, prior to Common Fare food being placed on the serving line.
 - b. The serving line must be cleaned, sanitized, and refilled with water or ice before Common Fare is served.

- c. All food items will be placed in pans, utensils, and serving trays dedicated to Common Fare.
 - d. Common Fare serving trays must be covered before delivery through the tray slot.
3. Temporary assignment to the Restorative Housing Unit or an institutional medical unit should not affect an inmate's participation in the Common Fare diet. Inmates approved for Common Fare must be provided Common Fare meals while in the Restorative Housing Unit or institutional medical unit.
 - a. Common Fare serving trays will be delivered to inmates using a separate serving cart than the serving cart used for regular serving trays.
 - b. Empty Common Fare serving trays will be kept separate from empty regular serving trays upon being collected from inmates and will be cleaned in accordance with established procedures.

III. Common Fare Diet Assignments and Withdrawals

- A. Information regarding assignment to the Common Fare diet is available in Operating Procedure 841.3, *Offender Religious Programs*.
 1. Upon receipt of approval for an inmate's participation in the Common Fare diet and notification to the Food Operations Director/Manager, the inmate will begin receiving Common Fare meals no later than 15 working days.
 2. Any inmate approved for the Common Fare diet who transfers into an institution that offers Common Fare should begin receiving Common Fare meals as soon as practical, no later than seven days after arrival at the institution.
- B. All inmates requesting the Common Fare diet are required to sign a [Common Fare Agreement](#) 841_F8.
 1. Any inmate that refuses to sign the *Common Fare Agreement* will not receive the Common Fare diet.
 2. Inmates on the Common Fare diet are authorized one meal per meal service; any inmate who picks up more than one meal will be subject to a disciplinary offense; see Operating Procedure 861.1, *Offender Discipline, Institutions*.
 3. Inmates assigned to participate in the Common Fare diet must agree to not pick up or eat a non-Common Fare meal tray, and to not trade or possess unauthorized food items from the main line.
 4. In accordance with the signed *Common Fare Agreement*, any inmate on Common Fare observed or detected picking up or eating from a Non-Common Fare meal, or trading or possessing unauthorized food items from the main line will be assessed the cost of the Common Fare meal, currently \$.70 per meal.
 5. Institutional staff should notify the Food Operations Director/Manager or designee, so that the cost of the Common Fare meal can be assessed, when:
 - a. An inmate is observed or detected picking up or eating more than one meal per institutional meal service
 - b. An inmate is observed or detected picking up or eating from a non-Common Fare meal
 - c. An inmate is observed or detected eating, trading or possessing unauthorized food items from the main line.
 6. The Food Operations Director/Manager or designee will submit a [Meal Cost Log](#) FSM_F21 to the Business Office daily.
 - a. The *Meal Cost Log* documents the name and number of all inmates on Common Fare to be assessed the cost of the meals, the meals received, the number of meals for each inmate and the total cost for each inmate for the day.
 - b. Inmates unable to pay the assessed cost of the meals will have the cost charged as a loan to their Inmate Trust Account.
- C. Inmates may voluntarily withdraw from Common Fare by submitting a written request to their Counselor.

1. Within two working days, The Facility Unit Head or designee will notify the Food Operations Director/Manager with the name of any inmate who withdrew from Common Fare.
2. An inmate that voluntarily withdraws from Common Fare diet and wishes to receive the diet again must reapply by submitting a new *Religious Diet Request* 841_F25; see Operating Procedure 841.3, *Offender Religious Programs*.

IV. Sealed Religious Diet

- A. The Sealed Religious diet meets or exceeds the minimum daily nutritional requirements and provides inmates whose religious dietary needs cannot be met by the Master Menu and the Common Fare diet with an appropriate religious diet. (5-ACI-5C-07)
1. For lunch and dinner, prepackaged meals that contain an acceptable Orthodox Jewish kosher certification will be provided; see Attachment 1, *Common Kosher Symbols*.
 - a. For breakfast, uncooked food to include dry cereal, cheese, bread, juice, fresh fruit, coffee and milk will be provided. As an alternative, the inmate may be served prepackaged meals.
 - b. The Sealed Religious diet prepackaged meals are comparable in variety, consistent with the Common Fare diet, and may periodically provide meat, beef and/or poultry.
 - c. The prepackaged meals may be either frozen meals or an assortment of frozen and shelf-stable meals.
 - d. To meet nutritional requirements, the Sealed Religious diet prepackaged meals may be supplemented with other items sealed in their original packaging that contain an acceptable kosher certification. Raw fruits and vegetables will be served whole and uncut.
 2. Sealed Religious diet prepackaged meals can be cooked in the Common Fare menu oven, and served on Common Fare trays as follows:
 - a. The prepackaged meals must be sealed and double wrapped in foil or plastic during cooking and when served.
 - b. A temperature probe will not be used on the prepackaged meals.
 - c. A sample serving tray will be temperature checked and saved for seven days in accordance with Food Service Manual, Chapter 5, *Food Preparation and Service of Meals*.
- B. All Food Service staff in institutions that provide for the Sealed Religious diet will be trained in the Sealed Religious diet menu with staff training documented on the *Staff Sealed Religious Diet Menu Training Acknowledgement* FSM_F33.
1. All Corrections Officers who deliver or serve food will be trained in the proper procedures for serving and delivering Sealed Religious diet meals with staff training documented on the *Staff Sealed Religious Diet Menu Training Acknowledgement*.
 2. The Food Operations Director/Manager or designee will provide appropriate training and supervision for inmate kitchen workers assigned to prepare, deliver or serve food for Sealed Religious diet meals with training documented on the *Inmate Worker Sealed Religious Diet Menu Training Acknowledgement* FSM_F34.
- C. The process to request assignment to the Sealed Religious diet is found in Operating Procedure 841.3, *Offender Religious Programs*.
- D. Inmates approved for the Sealed Religious diet are required to sign a *Sealed Religious Diet Agreement* 841_F24; any inmate who refuses to sign the *Sealed Religious Diet Agreement* will not receive the diet.
1. Staff should scan the signed *Sealed Religious Diet Agreement* into VACORIS with a copy provided to the inmate.
 2. Inmates on the Sealed Religious diet are authorized one meal per meal service; any inmate who picks up more than one meal will be subject to a disciplinary offense; see Operating Procedure 861.1, *Offender Discipline, Institutions*.

3. In accordance with the signed *Sealed Religious Diet Agreement*, inmates will be assessed the cost of the Sealed Religious diet meal, currently \$3.25 per meal, for the following:
 - a. The inmate is observed or detected picking up or eating a non-Sealed Religious diet meal.
 - b. The inmate is observed or detected eating, trading, or possessing, unauthorized food items from the main line.
 - c. Inmates will not be assessed the cost of the Sealed Religious diet meal if they fail to pick up or eat the meal.
4. The Food Operations Director/Manager or designee will submit a *Meal Cost Log* FSM_F21 to the Business Office daily.
 - a. The *Meal Cost Log* will be used to document the name and number of all inmates to be assessed the cost of the meals, the meals received, the number of meals for each inmate and the total cost for each inmate for the day.
 - b. Inmates unable to pay the assessed cost of the meals will have the cost charged as a loan to their Inmate Trust Account.

V. Sealed Religious Diet Assignments and Withdrawals

- A. Upon receipt of approval for an inmate's participation in the Sealed Religious diet and notification to the Food Operations Director/Manager, the inmate should begin receiving Sealed Religious diet meals within 45 working days to allow time for ordering and purchasing the necessary food items.
 1. If a transfer to another institution to receive Sealed Religious diet meals is necessary, the inmate should begin receiving such meals no later than seven days after transfer.
 2. Sealed Religious diet meals may not be immediately available for inmates who transfer for a medical emergency or for an unforeseen penological reason; but the diet will be provided as soon as practical, no later than seven days after arrival at the institution.
- B. Any inmate who has a prescribed therapeutic diet and requests assignment to the Sealed Religious diet will have their request reviewed on a case-by-case basis to determine if the Sealed Religious diet is inconsistent with the inmate's prescribed therapeutic diet, i.e. systemic allergy, safety, etc.
 1. The inmate's request for the Sealed Religious diet may be approved, providing the diet does not detract from institutional security, safety, good order, and does not threaten the health or safety of the inmate.
 2. When the inmate's therapeutic diet conflicts with the Sealed Religious diet and the inmate refuses the therapeutic diet, the inmate must be referred to the institution Medical Practitioner.
 3. The Medical Practitioner will review the medical risks and consequences of the inmate's therapeutic diet refusal and determine if the inmate is required to sign a *Health Services Consent to Treatment; Refusal* 720_F3.
- C. Inmates may withdrawal or staff may remove an inmate from the Sealed Religious Diet for taking Common Fare or regular trays every day for 14 consecutive days.
 1. Any inmate who requests to withdraw voluntarily from the Sealed Religious diet must submit their request for removal in writing to their counselor to be scanned into VACORIS with the Institution Classification Authority (ICA) action for removal.
 2. Any inmate, who chooses to take Common Fare diet or regular meal trays every day for 14 consecutive days, may be removed from the Sealed Religious diet. Staff must provide the inmate with written notification of the termination; the inmate may appeal their termination through the *Offender Grievance Procedure*.
 3. Staff must allow inmates removed from the Sealed Religious diet to choose between Common Fare and the regular meal plan.
 4. Any inmate who voluntarily withdraws, or is removed from the Sealed Religious diet can reapply by

submitting a new *Religious Diet Request* 841_F25 to their Counselor.

VI. Special Menus for Religious Observances (5-ACI-5C-07, 4-ACRS-4A-03)

A. Observance of Ramadan and NOI Month of Fasting

1. The Chief of Corrections Operations issues a memorandum annually to notify all facilities of the dates for the Observance of Ramadan and NOI Month of Fasting. The observance will continue for a period of 29-30 days and the dates for fasting are confirmed by the Islamic Center of Virginia.
2. The Ramadan and NOI Month of Fasting and the Ramadan Common Fare and NOI Month of Fasting Common Fare Menus, for inmates on the Common Fare diet, provide religious diets that reasonably accommodate certain religious or spiritual dietary needs to the extent feasible during the Observance of Ramadan and NOI Month of Fasting.
 - a. Ramadan and NOI Month of Fasting Menus are intended to accommodate inmate and probationer/parolee religious dietary needs that cannot be met by the Master Menu or Common Fare menu for Common Fare inmates.
 - b. Ramadan and NOI Month of Fasting Menus, which provide for special religious observance meals, are available only to inmates and probationers/parolees who require special religious diets during the Observance of Ramadan and the NOI Month of Fasting.
 - c. The DOC Dietitian plans and issues the Ramadan and NOI Month of Fasting Menus and Ramadan and NOI Month of Fasting Common Fare Menus each year.
 - d. These menus are nutritionally adequate and equivalent in calories to the Master Menu and Common Fare Menu.
 - e. Staff at the facility level must not change the planned Ramadan and NOI Month of Fasting Menus and planned Ramadan Common Fare and NOI Month of Fasting Common Fare Menus unless otherwise authorized in this Chapter of the Food Service Manual.
 - i. Inmates and probationers/parolees observing Ramadan and NOI Month of Fasting require special foods as specified in the Ramadan and NOI Month of Fasting Menus.
 - ii. Although the menus are different, both groups observe the same fasting period and may be fed at the same time.
 - f. An inmate on the Common Fare diet, who requests to participate in Observance of Ramadan, the NOI Month of Fasting, or Passover, may remain on the Common Fare diet or eat from the respective Common Fare special observance menu.
 - i. Each inmate on the Common Fare diet must indicate this choice when registering for the respective special observance menu and the inmate may not change their choice during the period of fasting.
 - ii. Muslim inmates observing Ramadan will eat from a special Ramadan menu during this entire period, Muslim inmates on the Common Fare diet will eat from a special Ramadan Common Fare Menu during this period.
 - iii. NOI and MSTA inmates will eat from a special Month of Fasting menu, NOI and MSTA inmates on the Common Fare diet will eat from a special Month of Fasting Common Fare Menu during this period.
 - g. An inmate on the Sealed Religious diet, who requests to participate in the Observance of Ramadan, the NOI Month of Fasting, or Passover, must remain on the Sealed Religious diet or eat from the respective Sealed Religious diet special observance menu.
3. Reasonable accommodations for participating inmates and probationers/parolees should be consistent with the proper maintenance of security and the orderly operation of the facility. For those inmates and probationers/parolees participating in the Observance of Ramadan and the NOI Month of Fasting, the following guidelines should be observed:
 - a. Inmates and probationers/parolees who are eligible and wish to participate in the Observance of Ramadan or the NOI Month of Fasting must submit a request form to sign-up for participation in the observance at least 30 days prior to the start of the observance; see Operating Procedure

841.3, *Offender Religious Programs.*

- b. The Ramadan/Ramadan Common Fare menu will be used for those participating in the Observance of Ramadan. The NOI Month of Fasting/NOI Month of Fasting Common Fare menu will be used for those participating in the NOI Month of Fasting.
 - c. The morning meal should be served and eaten 30 minutes before dawn, and the evening meal should be served and eaten after sunset. Inmates and probationers/parolees must be allowed at least 20 minutes to consume each meal.
 - d. A bag meal will be distributed to participating inmates and probationers/parolees during the evening hours.
 - i. Inmates and probationers/parolees may take the bag meal to their living areas; however, they must consume or discard the bag meal within four hours of receipt due to health and safety standards.
 - ii. It is mandatory that every inmate and probationer/parolee who plans to observe Ramadan complete the [4-Hour Rule Agreement](#) FSM_F9 and submit it to the Food Service Department prior to the beginning of the fast dates.
 - e. Any inmate or probationer/parolee who seeks a meal tray between dawn and sunset during the religious fast of Ramadan/NOI Month of Fasting after choosing to participate in the Observance of Ramadan or NOI Month of Fasting, will be assessed the cost of a Ramadan/NOI Month of Fasting meal for each meal received outside of their religious observance. The cost is currently \$.70 per meal.
 - i. The Food Operations Director or designee will submit a [Meal Cost Log](#) FSM_F21 to the Business Office daily.
 - ii. Staff must use the *Meal Cost Log* to document the name and number of all inmates and probationers/parolees to be assessed the cost of the meals, the meals received, the number of meals for each inmate or probationer/parolee and the total cost for each inmate and probationer/parolee for the day.
 - iii. Inmates and probationers/parolees unable to pay the assessed cost of the meals will have the cost charged as a loan to their Trust Account.
 - f. Staff must not remove from participation in the religious observance or otherwise penalize any inmate or probationer/parolee, who eats commissary food items or seeks a meal tray between dawn and sunset during the religious fast of Ramadan/NOI Month of Fasting, after choosing to participate in the Observance of Ramadan or NOI Month of Fasting.
 - g. All rights available under Operating Procedure 866.1, *Offender Grievance Procedure*, and Operating Procedure 866.2, *Offender Complaints, Community Corrections*, will be available to challenge any sanction imposed.
4. Eid ul Fitr - Prayer service and fast breaking
- a. This is a required holy day at the end of the Observance of Ramadan and NOI Month of Fasting that will be permitted for participating inmates and probationers/parolees.
 - b. The activities include a prayer service held before noon and a special meal to be served on the day following the last day of fasting or within three days following the last day of fasting. Only one day will be selected.
 - c. Based on guidance from the Director of Food Services, the feast meal may be served to the entire inmate and probationer/parolee population except inmates on Common Fare will be provided a Common Fare Feast meal.
5. Eid ul Adha
- a. A required holiday approximately 70 days after the end of the Observance of Ramadan and NOI Month of Fasting that will be permitted for participating inmates and probationers/parolees.
 - b. The activities include a prayer service before noon and a special meal, which will be served on the same day.
 - c. Based on guidance from the Director of Food Services, the feast meal may be served to the entire

inmate and probationer/parolee population except inmates on Common Fare will be provided a Common Fare feast meal.

B. Observance of Passover

1. The Chief of Corrections Operations will issue a memorandum annually to notify facilities of the dates for Passover.
2. Passover Preparation in Food Service Area
 - a. The Food Operations Director/Manager must designate a separate area, with stainless steel tables, in the food service area for the preparation of food items for Passover.
 - b. All food contact surfaces and utensils used in the service and preparation of food items must be purified with boiling water above 180 degrees before each use.
 - c. All Passover meals will be served on disposable trays with disposable sporks
 - d. All food items purchased for Passover, except fresh fruits and vegetables, will be marked Kosher for Passover.
3. Inmates and probationers/parolees who are eligible and wish to participate in the Observance of Passover must submit a request form to sign-up for participation the following year in the fourth quarter of the current year to ensure there is adequate time to order the necessary amount of Kosher for Passover food items; see Operating Procedure 841.3, *Offender Religious Programs*.
4. Passover religious observance meals provide a religious diet that reasonably accommodates certain religious or spiritual dietary needs to the extent feasible during the observance of Passover. Religious dietary accommodations provided under this Chapter of the Food Service Manual meet basic nutritional needs.
 - a. Passover religious observance meals are available only to inmates and probationers/parolees who require special religious diets during Passover.
 - b. The planned menu for the Passover observance will not be changed at the facility level.
 - i. A "Passover Meal" is a meal free of leavened food items, legumes, and grains.
 - ii. Matzo is substituted for leavened food items; staff may order special items such as matzo from vendors, using the eVA system.
 - c. Inmates not on the Common Fare diet are provided a non-Common Fare "Passover Meal".
 - i. Inmates housed at an institution that offers the Common Fare diet may choose to eat from the Common Fare "Passover Meal" throughout the Passover period.
 - ii. Inmates, who are on Common Fare diet and choose to participate in Passover, must be provided a Common Fare "Passover Meal" throughout the Passover period.
5. Staff must not remove from Passover participation or otherwise penalize any inmate or probationer/parolee who eats commissary food items or a regular meal tray, after having chosen to participate in the Common Fare Passover meal.
6. All rights available under Operating Procedure 866.1, *Offender Grievance Procedure*, and Operating Procedure 866.2, *Offender Complaints, Community Corrections*, must be available to challenge any sanction imposed.
7. Inmates and probationers/parolees who wish to order a kosher-for-Passover meal package may do so from the DOC commissary Contract Vendor. DOC established dollar limits must allow for three full meals daily during the Passover period.
8. A Seder plate is permitted for the first two nights of Passover.
 - a. Only one Seder Plate per service is necessary for the celebration of Passover.
 - b. The Seder Plate is symbolic; inmates and probationers/parolees should not eat from the plate.

VII. Fasting for other Religious Observances

- A. Inmates and probationers/parolees, who are eligible and wish to participate in other religious

- observances that require fasting as must submit a request form to sign-up for participation; see Attachment 4, *Master Religious Calendar* to Operating Procedure 841.3, *Offender Religious Programs*.
- B. A bag meal will be distributed during the evening hours to those inmates and probationers/parolees who are approved for participation in the religious observance and are fasting as a part of their observance.
1. Inmates and probationers/parolees are authorized to have the bag meal in their living areas; however, due to health and safety standards, the bag meal must be consumed or discarded within four hours of receipt.
 2. It is mandatory that every inmate and probationer/parolee who plans to participate complete the [4-Hour Rule Agreement](#) FSM_F9 and submit the *Agreement* to the Food Service Department prior to the beginning of the fast dates.
- C. Inmates and probationers/parolees approved to participate in any religious observance that requires fasting must be allowed to continue their participation in the fast and must receive the fasting meals during scheduled and unscheduled lockdowns.

REFERENCES

[COV §53.1-67.9](#), *Establishment of community corrections alternative program; supervision upon completion*
Food Service Manual, Chapter 3, *Menu Planning*
Food Service Manual, Chapter 5, *Food Preparation and Service of Meals*
Operating Procedure 841.3, *Offender Religious Programs*
Operating Procedure 861.1, *Offender Discipline, Institutions*
Operating Procedure 866.1, *Offender Grievance Procedure*
Operating Procedure 866.2, *Offender Complaints, Community Corrections*

ATTACHMENTS

Attachment 1, *Common Kosher Symbols*

FORM CITATIONS

[Health Services Consent to Treatment; Refusal](#) 720_F3
[Common Fare Agreement](#) 841_F8
[Sealed Religious Diet Agreement](#) 841_F24
[Religious Diet Request](#) 841_F25
[Staff Common Fare Training Acknowledgement](#) FSM_F7
[Inmate Worker Common Fare Training Acknowledgement](#) FSM_F8
[4-Hour Rule Agreement](#) FSM_F9
[Meal Cost Log](#) FSM_F21
[Common Fare Purification Log](#) FSM_F29
[Staff Sealed Religious Diet Menu Training Acknowledgement](#) FSM_F33
[Inmate Worker Sealed Religious Diet Menu Training Acknowledgement](#) FSM_F34