



Food Service Manual

Effective Date March 1, 2018	Chapter 4
Amended 6/1/18, 7/1/18, 10/1/18, 2/1/19, 5/1/19	Operating Level Food Service Department
Supersedes FSM Chapter 4 (10/1/15)	
ACA Standards 4-4319; 4-ACRS-4A-03	
Office of Primary Responsibility Director of Food Services	

Subject RELIGIOUS DIETS/COMMON FARE MEALS	
Incarcerated Offender Access Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Public Access Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Attachments Yes <input checked="" type="checkbox"/> #1 No <input type="checkbox"/>

I. 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 offenders whose religious beliefs require the adherence to religious dietary laws.

II. 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 shall follow all provisions of the Food Service Manual within the specifications of their contract. This manual shall 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 shall comply with applicable State and Federal laws and regulations, ACA standards, Board of Corrections policies, and DOC directives and operating procedures.

III. DEFINITIONS

Common Fare - An appropriate religious diet for offenders 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 residential facility operated by the Department of Corrections to provide evidence-based programming in accordance with COV §53.1-67.7 and COV §53.1-67.8

Community Corrections Facility - A residential facility operated by the Department of Corrections to provide Community Corrections Alternative Programs

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

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

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

Meals for Religious Observances - Special meals are provided for the following: 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 offenders on Common Fare; provided by the DOC Dietitian to be used during the NOI Month of Fasting for those offenders 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 offenders provided by the DOC Dietitian to be used during the NOI Month of Fasting for those offenders 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

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 offenders on Common Fare; provided by the DOC Dietitian to be used during Ramadan for those offenders 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 offenders provided by the DOC Dietitian to be used during Ramadan for those offenders 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), cup of salt water.

IV. PROCEDURE

A. Community Corrections Facilities - Specific religious diets are not offered in Community Corrections Alternative Programs (CCAP) due to short duration and voluntary nature of the programs. Offenders are offered the option of choosing non-meat meals from the Master Menu to address dietary requirements. (4-ACRS-4A-03)

B. Common Fare

1. Common Fare is offered at selected institutions as designated by the Chief of Corrections Operations and is intended to accommodate offenders whose religious dietary needs cannot be met by the Master Menu. (4-4319)
 - a. At institutions where Common Fare is offered, the provision of Common Fare shall be in accordance with this Chapter of the Food Service Manual.
 - b. All Food Service Staff in designated Common Fare institutions will be trained in Common Fare. (see [Staff Common Fare Training](#) FSM_F7)
 - c. Corrections Officers and offenders who deliver or serve food will be trained in proper procedures in serving and delivering Common Fare meals, including, but not limited to, contamination issues and the correct use of gloves.
 - d. At institutions where Common Fare is not offered, offenders are offered the option of choosing non-meat meals from the Master Menu to address dietary requirements. (4-ACRS-4A-03)
2. The Common Fare 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 shall apply.
 - a. All foods purchased for Common Fare, except fresh fruits and vegetables, will be certified by a recognized Orthodox Standard, such as "U", "K", or "CRC.". No pork or pork derivatives may be used.
 - b. Common Fare menus may be changed at the institutional level for seasonal produce availability, donated kosher commodities, and kosher special buys.
 - i. Under such circumstances, the Food Operations Director/Manager may make temporary nutritionally equal substitutions with fresh seasonal produce.
 - ii. All rules for substitutions as provided in Food Service Manual, Chapter 3, *Menu Planning* apply to substitutions on the Common Fare menu.
 - iii. A requirement of Common Fare/Kosher is that dairy and meat/chicken/fish are not served in the same meal. If a menu substitution is made, do not mix dairy and meat.
 - c. Substitutions - (NOI Month of Fasting) - 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
- d. All beverages available for general population are allowed for Common Fare.
3. Food Storage
- a. Upon delivery of Common Fare food products to the kitchen, the products will be stored in special designated areas for staging and/or storage until products are ready for use.
 - b. A separate refrigeration unit or an area within available cooling systems will be set aside for staging and storage of refrigerated Common Fare food products. The designated unit/area will be clearly marked and identified as Common Fare.
 - c. Dry storage Common Fare food items will be stored in a separate area from other items. In case of limited dry storage space, a special area within the existing storage area will be identified, marked, and used for staging and storage of non-perishable Common Fare food products. The designated room/area will be clearly marked and identified as Common Fare.
 - d. Frozen Common Fare food items will be stored in a separate area from other items. In case of limited frozen storage, a special area within the existing frozen storage area will be identified, marked, and used for staging and storage of frozen Common Fare food products. The designated unit/area will be clearly marked and identified as Common Fare.
4. Food Preparation
- a. All food preparation will be conducted in a designated Common Fare area.
 - b. All food cooked for Common Fare will be cooked in designated Common Fare equipment.
 - c. A separate designated thermometer must be used to take the temperature of Common Fare Food items.
 - d. All food contact surfaces to include the Prep Area, Serving Line, Pot Sink, and the Dishwashing Machine shall be purified with boiling water above 180 degrees before Common Fare items are prepared or washed on these surfaces. Daily purification must be documented on the [Common Fare Purification Log](#) FSM_F29.
 - e. All pans, lids, utensils, and the equipment used for the soy/rice mix shall be marked (CF) for Common Fare and shall not be used for any other purpose.
 - i. Food service utensils needed 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.
 - ii. Utensils for Common Fare will be washed and sanitized in the pot and pan area before non-Common Fare utensils have been cleaned.
 - iii. Sinks will be washed, sanitized, and refilled before Common Fare utensils are cleaned.
 - iv. All utensils will be stored on a separate shadow board identified as Common Fare.
 - f. Cooking vessels that are contaminated with non-Common Fare food items must be re-purified.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - iv. Common Fare serving trays, cups, or eating utensils that come in 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.

- g. Common Fare Food Service personnel will not handle non-Common Fare food items while preparing or cooking Common Fare food items.
 - h. Common Fare food items will be prepared and cooked in accordance with the Food Service Manual and state and federal regulations.
 - i. The Food Operations Director/Manager or designee will provide appropriate training and supervision for offender kitchen workers assigned to prepare Common Fare meals. (see [Offender Worker Common Fare Training Acknowledgement](#) FSM_F8)
5. Serving Trays and Utensils
- a. Separate reusable serving trays, covers, eating utensils, and cups will be used for Common Fare and will be stored separately.
 - i. The Facility Unit Head will designate a color for Common Fare serving trays for their facility. Common Fare serving trays and non-Common Fare serving trays must be a different color.
 - ii. The serving tray lid must be orange to distinguish the serving tray as Common Fare use only.
 - b. Common Fare trays, covers, eating utensils, and cups will be placed in the clean and sanitized dishwashing machine for washing and sanitizing before non-Common Fare trays and utensils are washed. Dishwashing water will be drained and refilled before washing Common Fare items.
 - i. All dishwasher racks will be put through the dishwasher before Common Fare utensils, trays, and cups are placed on the racks.
 - ii. The dishwasher dirty and clean rack slides shall be purified by boiling water prior to the washing of Common Fare items.
6. Serving of Common Fare Items
- a. Common Fare items will be prepared and placed in serving trays designated for Common Fare. All food will be covered and served to the offender. 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.
 - b. Common Fare items may be served from the main serving line.
 - i. The food will be placed in utensils dedicated to Common Fare.
 - ii. The Serving Line shall be purified by boiling water, in the wells and all food contact surfaces, prior to Common Fare food being placed on the serving line.
 - iii. The serving line shall be cleaned, sanitized, and refilled with water or ice before Common Fare is served.
 - iv. The trays will be covered before delivery through the tray slot.
 - c. Temporary assignment to special housing or restrictive housing should not affect an offender's participation in Common Fare. An offender approved for Common Fare will be provided Common Fare meals while in special housing and restrictive housing or the institutional medical unit.
 - i. Common Fare meal trays will be delivered to offenders using a separate serving cart than that used for regular meal trays.
 - ii. Empty Common Fare trays will be kept separate from empty regular meal trays upon being collected from offenders and will be cleaned in accordance with established procedures.
7. Assignment to and Withdrawal from Common Fare
- a. Information regarding assignment to Common Fare may be found in Operating Procedure 841.3, *Offender Religious Programs*.
 - i. Upon receipt of approval for an offender's participation in Common Fare and notification to the Food Operations Director/Manager; the offender will begin receiving Common Fare meals no later than 10 working days.
 - ii. An offender who is approved for Common Fare and transfers into an institution that offers Common Fare should begin receiving Common Fare meals as soon as practical, no later than 7

days after arrival at the institution.

- b. All offenders requesting the Common Fare diet will be required to sign a [Common Fare Agreement 841_F8](#).
 - i. The Common Fare diet will not be provided to an offender that refuses to sign the *Common Fare Agreement*.
 - ii. Offenders on Common Fare are authorized one tray per meal service; any offender who picks up more than one meal tray will be subject to a disciplinary offense in accordance with the Operating Procedure 861.1, *Offender Discipline, Institutions*.
 - iii. An offender who is assigned to participate in Common Fare must agree to not pick up or eat a non-Common Fare meal tray, and to not trade or possess unauthorized food items, except beverages, from the main line.
 - iv. In accordance with the signed *Agreement*, any offender on Common Fare, who is observed or detected picking up or eating from a Non-Common Fare meal tray, or trading or possessing unauthorized food items from the main line shall be assessed the cost of the Common Fare meal (currently \$.70 per meal)
 - v. 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 offender is observed or detected picking up or eating more than one tray per institutional meal service
 - (b) An offender is observed or detected picking up or eating from a non-Common Fare meal tray
 - (c) An offender is detected or observed eating, trading, or possessing unauthorized food items from the main line.
 - vi. The Facility Food Service Director or designee shall submit a [Meal Cost Log FSM_F21](#) to the Business Office daily.
 - (a) The *Log* shall be used to document the name and number of all Common Fare offenders to be assessed the cost of the meals, the meals received, the number of meals for each offender and the total cost for each offender for the day.
 - (b) Offenders unable to pay the assessed cost of the meals will have the cost charged as a loan to their Inmate Trust Account.
- c. An offender may voluntarily withdraw from Common Fare by submitting a written request to their Counselor.
 - i. Within two working days, The Facility Unit Head or designee will notify the Food Operations Director/Manager with the names of any offender voluntarily withdrawn from Common Fare.
 - ii. An offender that voluntarily withdraws from Common Fare and wishes to again receive the diet must reapply in accordance with Operating Procedure 841.3, *Offender Religious Programs*.

C. Orthodox Jewish Diet

1. The Orthodox Jewish diet provides offenders with an appropriate religious diet that meets or exceeds the minimum daily nutritional requirements.
 - a. For lunch and dinner, prepackaged meals that contain an acceptable Orthodox Jewish kosher certification will be provided. (See Attachment 1, *Common Kosher Symbols*)
 - i. For breakfast, uncooked food to include dry cereal, cheese, bread, juice, fresh fruit, coffee, and milk will be provided. As an alternative, the offender may be served Orthodox Jewish kosher prepackaged meals.
 - ii. These prepackaged meals are comparable in variety and consistent with the Common Fare diet, and may periodically provide meat (beef and/or poultry).
 - iii. The prepackaged meals will be either frozen meals or an assortment of frozen and shelf-stable meals.
 - iv. To meet nutritional requirements, the Orthodox Jewish kosher prepackaged meals may be supplemented with items sealed in their original packaging that contain an acceptable kosher certification. Raw fruits and vegetables, whole and uncut are acceptable.

- b. Orthodox Jewish kosher prepackaged meals may be cooked in the Common Fare menu oven and served on Common Fare trays.
 - i. The prepackaged meals must be sealed and double wrapped in foil or plastic during cooking and when served.
 - ii. A temperature probe will not be used on the prepackaged meals.
 - iii. A sample tray will be temperature checked and saved for seven days in accordance with Food Service Manual, Chapter 5, *Food Preparation and Service of Meals*.
2. The process to request assignment to the Orthodox Jewish diet is found in Operating Procedure 841.3, *Offender Religious Programs*.
3. Offenders approved for the Orthodox Jewish diet will be required to sign an [Orthodox Jewish Diet Agreement](#) 841_F24; the Orthodox Jewish diet will not be provided to any offender that refuses to sign the *Agreement*.
 - a. The signed *Agreement* should be scanned into VACORIS with a copy provided to the offender.
 - b. Offenders on the Orthodox Jewish diet are authorized one tray per meal service; any offender who picks up more than one meal tray will be subject to a disciplinary offense in accordance with the Operating Procedure 861.1, *Offender Discipline, Institutions*.
 - c. In accordance with the signed *Agreement*, offenders will be assessed the cost of the Orthodox Jewish kosher meal (currently \$3.25 per meal) for the following:
 - i. The offender is observed or detected picking up or eating a non-Orthodox Jewish kosher meal.
 - ii. The offender is observed or detected eating, trading, or possessing, unauthorized food items from the main line.
 - iii. Offenders will not be assessed the cost of the Orthodox Jewish kosher meal if they fail to pick up or eat the meal.
 - d. The Facility Food Operations Director/Manager or designee will submit a [Meal Cost Log](#) FSM_F21 to the Business Office daily.
 - i. The *Log* will be used to document the name and number of all Orthodox Jewish diet offenders to be assessed the cost of the meals, the meals received, the number of meals for each offender and the total cost for each offender for the day.
 - ii. Offenders unable to pay the assessed cost of the meals will have the cost charged as a loan to their Inmate Trust Account.
4. Upon receipt of approval for an offender's participation in the Orthodox Jewish diet and notification to the Food Operations Director/Manager, the offender should begin receiving Orthodox Jewish kosher meals no later than 10 working days.
 - a. If a transfer to another institution is necessary, the offender should begin receiving such meals, immediately upon arrival.
 - b. Orthodox Jewish kosher meals may not be immediately available for offenders who transfer for a medical emergency or for an unforeseen penological reason; but will be provided as soon as practical, no later than seven days after arrival at the institution.
5. Any offender who voluntarily withdraws, or is removed from the Orthodox Jewish diet cannot reapply for six months.
 - a. An offender that requests to be voluntarily removed from Orthodox Jewish diet must submit the request for removal in writing to their counselor to be scanned into VACORIS with the ICA action for removal.
 - b. Any offender, who chooses to take Common Fare or regular trays every day for 14 consecutive days, may be terminated from the Orthodox Jewish diet.
 - i. The offender must be provided with written notification of the termination; and the offender may appeal the termination through the *Offender Grievance Procedure*.
 - ii. Terminated offenders must be allowed to choose between Common Fare and the regular meal plan.

D. Meals for Religious Observances

1. Observance of Ramadan and NOI Month of Fasting

- a. A memorandum will be sent from the Chief of Corrections Operations annually to notify 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.
- b. The Ramadan and NOI Month of Fasting and the Ramadan Common Fare and NOI Month of Fasting Common Fare Menus, for Common Fare offenders, 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.
 - i. Ramadan and NOI Month of Fasting Menus are intended to accommodate offender's religious dietary needs that cannot be met by the Master Menu or Common Fare menu for Common Fare offenders.
 - ii. Ramadan and NOI Month of Fasting Menus which provide for special religious observance meals are available only to offenders who require special religious diets during the Observance of Ramadan and the NOI Month of Fasting.
 - iii. The Ramadan and NOI Month of Fasting Menus and Ramadan and NOI Month of Fasting Common Fare Menus are provided each year by the DOC Dietitian.
 - iv. These menus are nutritionally adequate and equivalent in calories to the Master Menu and Common Fare Menu.
 - v. The planned Ramadan and NOI Month of Fasting Menus and planned Ramadan Common Fare and NOI Month of Fasting Common Fare Menus will not be changed at the institutional level unless otherwise authorized in this Chapter of the Food Service Manual.
 - (a) Offenders observing Ramadan and NOI Month of Fasting require special foods that are specified in the Ramadan and NOI Month of Fasting Menus.
 - (b) Although menus are different, both groups observe the same fasting period and may be fed at the same time.
 - vi. An offender on Common Fare, who requests to participate in Observance of Ramadan, the NOI Month of Fasting, or Passover, will remain on the Common Fare diet or eat from the respective Common Fare special observance menu.
 - (a) Each offender on Common Fare shall indicate this choice when registering for the respective special observance menu and the choice may not be changed during the period of fasting.
 - (b) Muslim offenders observing Ramadan will eat from a special Ramadan menu during this entire period, Muslim offenders on Common Fare will eat from a special Ramadan Common Fare Menu during this period.
 - (c) NOI and MSTA offenders will eat from a special Month of Fasting menu, NOI and MSTA offenders on Common Fare will eat from a special Month of Fasting Common Fare Menu during this period.
- c. Reasonable accommodations for participating offenders should be consistent with the proper maintenance of security and the orderly institutional operation. For those offenders participating in Observance of Ramadan and the NOI Month of Fasting, the following guidelines should be observed:
 - i. Offenders who are eligible and wish to participate in the Observance of Ramadan or the NOI Month of Fasting must submit an institutional offender request form to sign-up for participation in the observance at least 30 days prior to the start of the observance in accordance with Operating Procedure 841.3, *Offender Religious Programs*.
 - ii. The Ramadan/ Ramadan Common Fare menu will be used for those offenders participating in the Observance of Ramadan. The NOI Month of Fasting/NOI Month of Fasting Common Fare menu will be used for those offenders participating in the NOI Month of Fasting.
 - iii. The morning meal should be served and eaten 30 minutes before dawn. The evening meal

- should be served and eaten after sunset. Offenders must be allowed at least 20 minutes to consume each meal.
- iv. A bag meal will be distributed to participating offenders during the evening hours.
 - (a) Offenders 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.
 - (b) It is mandatory that every offender 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.
 - v. Any offender, after having chosen to participate in the Observance of Ramadan or NOI Month of Fasting, who seeks a meal tray between dawn and sunset during the religious fast of Ramadan/NOI Month of Fasting shall be assessed the cost of a Ramadan/NOI Month of Fasting meal for each meal received outside of their religious observance (currently \$.70 per meal)
 - (a) The Facility Food Service Director or designee shall submit a [Meal Cost Log](#) FSM_F21 to the Business Office daily. The *Log* shall be used to document the name and number of all offenders to be assessed the cost of the meals, the meals received, the number of meals for each offender and the total cost for each offender for the day.
 - (b) Offenders unable to pay the assessed cost of the meals will have the cost charged as a loan to their Inmate Trust Account.
 - vi. An offender 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 having chosen to participate in the Observance of Ramadan or NOI Month of Fasting, shall not be removed from participation in the religious observance or otherwise penalized.
 - vii. All rights available under Operating Procedure 866.1, *Offender Grievance Procedure*, shall be available to challenge any sanction imposed.
- d. Eid ul Fitr - Prayer service and fast breaking - 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 offenders.
- i. The activities include a prayer service to be 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 may be selected.
 - ii. Based on guidance from the Director of Food Services, the feast meal may be served to the entire offender population except Common Fare offenders who will be provided a Common Fare Feast meal.
- e. Eid ul Adha - 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 offenders. The activities include a prayer service before noon and a special meal which will be served on that day. Based on guidance from the Director of Food Services, the feast meal may be served to the entire offender population except Common Fare offenders who will be provided a Common Fare feast meal.
2. Observance of Passover
- a. A memorandum will be sent from the Chief of Corrections Operations annually to notify facilities of the dates for Passover.
 - b. Passover Preparation in Food Service Area
 - i. 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.
 - ii. 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.
 - iii. All Passover meals will be served on disposable trays with disposable sporks
 - iv. All food items purchased for Passover, except fresh fruits and vegetables, will be marked Kosher for Passover.

- c. Offenders who are eligible and wish to participate in the Observance of Passover must submit an institutional offender request form to sign-up for participation in the observance at least 30 days prior to the start of the observance in accordance with Operating Procedure 841.3, *Offender Religious Programs*.
- d. 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.
 - i. Passover religious observance meals are available only to offenders who require special religious diets during Passover.
 - ii. The planned Passover observance will not be changed at the institutional level.
 - iii. Special items such as matzo may be ordered from vendors, using the eVA system.
 - iv. A “Passover Meal” is a meal which is free of leavened food items, legumes, and grains. Matzo shall be substituted for leavened food items.
 - v. Offenders who are not on Common Fare will be provided a non-Common Fare “Passover Meal”. Alternatively, these offenders may choose to eat from the Common Fare “Passover Meal” throughout the Passover period if they are housed at an institution that offers Common Fare.
 - vi. Offenders, who are on Common Fare and choose to participate in Passover, shall be provided a Common Fare “Passover Meal” throughout the Passover period.
- e. Any offender who eats commissary food items or a regular meal tray, after having chosen to participate in the Common Fare “Passover Meal”, shall not be removed from Passover participation or otherwise penalized.
- f. All rights available under Operating Procedure 866.1, *Offender Grievance Procedure*, shall be available to challenge any sanction imposed.
- g. Offenders who wish to order a kosher-for-Passover meal package may do so from the DOC commissary Contract Vendor. Any dollar limit which is set shall allow the offender to have three full meals daily during the Passover period.
- h. A Seder plate is permitted for the first two nights of Passover. Only one Seder Plate per service is necessary for the celebration of Passover. The Seder Plate is symbolic and should not be eaten from.

E. Fasting for other Religious Observances

1. Offenders, who are eligible and wish to participate in any religious observance that requires fasting as listed on Attachment 2, *Master Religious Calendar* to Operating Procedure 841.3, *Offender Religious Programs*, must submit an institutional offender request form to sign-up for participation in accordance with Operating Procedure 841.3, *Offender Religious Programs*.
2. A bag meal will be distributed during the evening hours to those offenders who are approved for participation in the religious observance and are fasting as a part of this observance.
 - a. Offenders 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.
 - b. It is mandatory that every offender who plans to participate complete the [4-Hour Rule Agreement](#) FSM_F9 and submit it to the Food Service Department prior to the beginning of the fast dates.
3. Offenders approved to participate in a religious observance that requires fasting must be allowed to continue their participation in the fast and will receive the fasting meals during facility scheduled and unscheduled lockdowns.

V. REFERENCES

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*

VI. FORM CITATIONS

[Common Fare Agreement](#) 841_F8

[Orthodox Jewish Diet Agreement](#) 841_F24

[Staff Common Fare Training](#) FSM_F7

[Offender Worker Common Fare Training Acknowledgement](#) FSM_F8

[4-Hour Rule Agreement](#) FSM_F9

[Meal Cost Log](#) FSM_F21

[Common Fare Purification Log](#) FSM_F29

VII. REVIEW DATE

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

The Director of Food Services reviewed this operating procedure in March 2019 and no changes are needed at this time.

Signature Copy on File

1/25/18

Mark E. Engelke, Director of Food Services