



February 26, 2025

Dear Commissioner Winkelman,

The ACLU of Alaska sent you a letter on February 14, 2025 outlining our concerns about DOC's treatment of Muslim inmates during Ramadan. We have received no response. In light of recent developments at Anchorage Correctional Complex (ACC), it appears our concerns were well-founded.

Last week, at ACC, DOC circulated a document to inmates titled "2025 Request to be placed on Ramadan contract" (attached to this email) which outlines ACC's plan for Ramadan this year. But this document contains a crucial factual error, and also outlines procedures that violate the Settlement Agreement in *Dowl & Jacobsson v. Williams, et al.*

First, the document says that Ramadan begins on "Sunday February 28," when in fact Ramadan begins at sundown on *Friday* February 28. DOC cannot provide adequate Ramadan meals and accommodations for the holiday as ordered by the court if it cannot accurately calendar the holiday. Ramadan meals must be provided beginning Friday, February 28.

Second, and even more concerning, this document requires inmates seeking Ramadan meal accommodations to sign a "kitchen contract" by February 27 at 5:00pm. Most inmates who sign this contract will then be forced to move to a different mod for the entirety of Ramadan. With limited exceptions, inmates who miss this deadline or decide to request Ramadan meals later are apparently barred from doing so.

These procedures violate the Settlement Agreement in *Dowl & Jacobsson v. Williams, et al.* The Settlement Agreement orders that "inmates may request to be included on the Ramadan List at any time prior to and during Ramadan" and DOC must "fulfill said requests within one business day." Requiring inmates to choose by no later than Thursday at 5:00pm whether to receive Ramadan meals straightforwardly violates this provision.

The Settlement Agreement also prohibits DOC "from removing Muslim inmates from the Ramadan List for not participating in other religious accommodations or services, for disciplinary reasons, *or for any other reason*" (emphasis added). Conditioning Ramadan meals on relocating to a different mod violates this provision: If an inmate signs up for Ramadan meals on Thursday and then chooses not to move to a new mod, they apparently will be removed from the list and barred from receiving Ramadan meals. Moving to a new mod can pose various risks, including losing personal property and valuable mod jobs. Muslim inmates have also expressed concern that consolidating them by request into one mod can pose security risks—for the Muslim inmates being segregated and for inmates

already housed in the designated Ramadan mod. The Settlement Agreement plainly forbids DOC from conditioning religious accommodations upon an inmate's agreement to accept any lesser or changed conditions of confinement in this manner.

The Settlement Agreement requires parties to make a good faith effort to resolve violations before filing a motion with the court. We are seeking assurance that DOC will rescind this unlawful "Ramadan contract," abide by the Settlement Agreement in ACC and all other DOC facilities, and provide appropriate meals to inmates beginning at sundown on Friday, February 28 without forcing them to move or accept any other changed conditions of confinement on account of their faith and/or in order to celebrate Ramadan. If DOC will not agree to follow the court-ordered settlement agreement this Ramadan, we are prepared to seek judicial involvement.

Sincerely,

A handwritten signature in black ink, appearing to read "Ruth Botstein". The signature is fluid and cursive, with a prominent initial "R" and "B".

Ruth Botstein
Legal Director, ACLU of Alaska

2025 Request to be placed on Ramadan contract

OFENDERS PRINTED

NAME _____ OBCIS# _____

CURRENT BUILDING _____ MOD _____

THIS IS A NON-PORK INSTITUTION

Ramadan begins Sunday February 28th, 2025 and goes through Sunday March 30th, 2025. The following guidelines will be put into effect for those participating:

- 1. All Ramadan participants (excluding inmates housed in a Special Housing Unit) will be housed in the same module. Dependent on the needs of the facility, the designated housing unit may be in Anchorage Correctional Complex East or Anchorage Correctional Complex West.**
- 2. A signed *kitchen contract* stating that you want to receive Ramadan meals must be submitted by 17:00 on February 27th, 2025.**
- 3. Participants will only receive Ramadan meals.**
- 4. Those who have transferred from another DOC facility will be permitted to observe Ramadan if they were already signed up for it at their previous facility.**
- 5. If you elect to no longer observe Ramadan, you will not be permitted to be reinstated.**
- 6. Upon self-discontinuation, or at the completion of Ramadan, you will be returned to a general housing unit, at the discretion of Security, within the building you were originally assigned.**
- 7. Newly incarcerated inmates who are remanded between February 28th, 2025, and March 30th, 2025 must inform security staff of their intent to observe Ramadan upon remand.**

The above-mentioned guidelines are subject to change and are to be adhered to for Ramadan 2025.

Offender's signature _____

Verifying signature _____

STAFF ONLY ACOMS _____ DIET LIST _____