

CHILD NUTRITION PROGRAM STATE WAIVER REQUEST
Waiver Request for Yupiit School District, Tuluksak School

1. State agency submitting waiver request and responsible State agency staff contact information:

Alaska Department of Education and Early Development
Child Nutrition Programs
Samantha Simien, NSLP Coordinator
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PO Box 110500
Juneau, AK 99811-0500
907-465-8709

2. Region: Western Region

3. Eligible service providers participating in waiver and affirmation that they are in good standing:

This waiver request is on behalf of the Yupiit School District, Tuluksak School, in Tuluksak, Alaska. The SFA is in good standing.

4. Description of the challenge the State agency is seeking to solve, the goal of the waiver to improve services under the Program, and the expected outcomes if the waiver is granted. [Section 12(l)(2)(A)(iii) and 12(l)(2)(A)(iv) of the NSLA]:

The Alaska Department of Education and Early Development, Child Nutrition Programs (DEED CNP) is requesting a waiver for Tuluksak School in Tuluksak, Alaska due to a disaster emergency situation regarding the water line that provides water to their school. This water issue has caused the school to not have access to safe water for drinking, washing hands, dishes, and etc. Tuluksak is an Alaskan Native village with a population of approximately 400 residents, current school enrollment of 120 students with 100% CEP Free Claiming.

On February 9th the community of Tuluksak experienced a break in the water line providing the school with water. Over the next two weeks, a work around system was created to allow the school to haul water in a tank in the back of the truck, pump it into a tank at the school, and run the water through the school building. The water, however, was hauled in an old biohazard tank and was not safe to drink, and had to be processed through a reverse osmosis, system to be safe. This is not adequate means of providing the water needed as it requires a certain amount of pressure to operate. Therefore when the water is low, no drinking or cooking water can be processed. What can be processed is still not enough to conserve and have to cook and serve. This causes

a delay in mealtimes, the ability to provide reimbursable meals with all required components, and provide options for milk as required. When there is no water available, then unanticipated school closures occur and meals need to be provided in a non-congregate setting.

5. Specific Program requirements to be waived (include statutory and regulatory citations). [Section 12(I)(2)(A)(i) of the NSLA]:

DEED CNP is requesting a waiver of the following:

- Non-Congregate Meal Service [42 U.S.C. 1753(b)(1)(A) and 42 U.S.C. 1773(b)(1)(A)]
- Non-Congregate Meal Service during Unanticipated School Closures in SY 2022-23 [42 U.S.C. 1753(b)(1)(A), 42 U.S.C. 1761(a)(1)(D), and 7 CFR 225.6(e)(15)]
- Meal Pattern [42 U.S.C. 1753(b)(3)(D)(E)] and 7 CFR 210.10(a)(1)(i), 7 CFR 210.10(b), and 7 CFR 210.10(c)
- 7 CFR 210.10(d) and 7 CFR 220.8(d) fluid milk requirement and meal pattern allow the SFA to provide one choice of milk due to the inability to access the proper equipment and clean water to safely provide the powdered nonfat chocolate milk normally offered.
- 7 CFR 210.10(a), 220.2 (Breakfast), and 220.8(a) for Parent/Guardian Meal Pickup
- Parent and Guardian Meal Pick-Up during Unanticipated School Closures 220.2 (Breakfast), 220.8(a), 225.2, and 225.9(d)(7)]
- 7 CFR 210.10(l) and 7 CFR 220.8(l) to all the SFA to serve at mealtimes that are achievable in a meal delivery system;
- Meal Service Times for Unanticipated School Closures in SY 2022-23 [7 CFR 225.16(c)(1) and 225.16(c)(2)], and
- Meals at School Sites for Unanticipated School Closures in SY 2022-23 [42 U.S.C. 1761(c)(1) and 7 CFR 225.6(d)(1)(iv)]

6. Detailed description of alternative procedures and anticipated impact on Program operations, including technology, State systems, and monitoring:

If approved, the SFA will maintain NSLP meal service by trying to provide food that closely meets the meal pattern requirements (accessible shelf stable meals do not meet all requirements) and provide at least one milk option. They will conduct meal counts, continue to provide menus, and production records. The SFA will report the total number of meals served under this waiver. At times cooked meals may be provided, and other times prepackaged and/or factory packaged shelf stable meals will be provided.

Meals would be served daily to students unless an unanticipated school closure occurs. At that time Parents (Elders) and Students will be able to pick up meals and take them home.

7. Description of any steps the State has taken to address regulatory barriers at the State level. [Section 12(I)(2)(A)(ii) of the NSLA]:

The State declared an emergency for the Tuluksak School, due to the water issue. This allowed for the school to receive drinking water and shelf-stable meals from the State of Alaska Food Bank. The current State waivers in place for these regulations are not specific to this type of catastrophic event. This is an unanticipated event that has caused disruption to the day-to-day services that the school provides, and because of it the school will not meet the requirements under 7 CFR 210 and 7 CFR 220 without a waiver from FNS.

8. Anticipated challenges State or eligible service providers may face with the waiver implementation:

DEED CNP does not anticipate these waivers will present any challenges to the SA or SFA; the Yupiit School District may face significant unallowable costs if the waiver is not approved.

9. Description of how the waiver will not increase the overall cost of the Program to the Federal Government. If there are anticipated increases, confirm that the costs will be paid from non-Federal funds. [Section 12(I)(1)(A)(iii) of the NSLA]:

DEED CNP does not anticipate this waiver will increase the overall cost of the program to the Federal government because the site is approved to participate, this waiver merely waives barriers to participation due to the disaster emergency.

10. Anticipated waiver implementation date and time period:

The SFA does not anticipate they will be able to fix the water break and return to normal water delivery until the snow melts and the ground thaws, allowing them to dig and find the pipe that has broken. In the State of Alaska this could be another three months before the ground thaws. We ask that this waiver go into effect for the months of February, March, April, and months forward until the school district can resolve the school's water concern. We would like to request a 90-day approval from the date of this request to be renewed as needed and to terminate the waiver upon resumption of on-site classes or the end of the SY 2022-2023 whichever occurs first.

11. Proposed monitoring and review procedures:

DEED CNP will request meal counts, and may monitor menus, meal count process, and production records. DEED CNP will also require the school district to provide a quarterly summary/update and submit a written request to continue the waiver if needed.

12. Proposed reporting requirements (include type of data and due date(s) to FNS);

DEED CNP will report to FNS the total meals served under this waiver and will submit a summary of the waiver progress upon request.

13. Link to or copy of the public notice informing the public about the proposed waiver

[Section 12(l)(1)(A)(ii) of the NSLA]:

<https://education.alaska.gov/cnp/nslp>

14. Signature and Title of requesting official:

A handwritten signature in cursive script that reads "Samantha Simien". The signature is written in black ink and is positioned above the typed name.

Name: Samantha Simien

Title: NSLP/SBP Coordinator, Alaska Department of Education and Early Development

Email address for transmission of response: samantha.simien@alaska.gov

TO BE COMPLETED BY FNS REGIONAL OFFICE:

FNS Regional Offices are requested to ensure the questions have been adequately addressed by the State agency and formulate an opinion and justification for a response to the waiver request based on their knowledge, experience and work with the State.

Date request was received at Regional Office:

- Check this box to confirm that the State agency has provided public notice in accordance with Section 12(l)(1)(A)(ii) of the NSLA**

Regional Office Analysis and Recommendations: