



SOUTHEAST ISLAND SCHOOL DISTRICT BOARD OF EDUCATION

Special Meeting
Thursday, June 25, 2026

VISION STATEMENT

Students are equipped to realize their dreams and aspirations.

MISSION STATEMENT

Together we will foster student skills to achieve their goals and thrive in an ever-changing world.

AGENDA

MEETING: 10:00 AM

LOCATION: SISD District Office and via Zoom
1010 Sandy Beach Rd
Thorne Bay, Alaska 99919

VIRTUAL URL:

<https://us02web.zoom.us/j/84571127294?pwd=Od5lXCPwjzDR4908RISoNdFdX6oY8J.1>

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. DISTRICT VISION, MISSION, AND GOALS
5. APPROVAL OF AGENDA
6. WELCOME TO VISITORS
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8. REPORTS
- A. Superintendent Report 6
9. BUSINESS ITEMS
- A. Section 125 Premium Only Plan 9
- B. Capital Improvement Project/Facility Needs Report 34
- C. FY 2027 SERRC Special Education Services Contract for School Psychology, Speech-Language Therapy, Physical Therapy, and Occupational Therapy Services
- D. FY 2027 Professional Services Agreement with Margaret Eads Business Services
- E. FY 2027 Professional Services Agreement with PG Consulting
- F. Classified Employee Handbook Updates

G. Employment

1. FY 2026 Classified Employment: Eric Bazzett (School Greenhouse Specialist, Coffman Cove), Crystal Coley (School Greenhouse Specialist, Coffman Cove), Raya Cook (Greenhouse & Agriculture Assistant, Thorne Bay), Sarah Garrison (Paraprofessional - Extended School Year, Thorne Bay) Joshua Stukey (Incoming Maintenance Director, District)
2. FY 2026 Extended Teacher Contract: Daniel Nelson (ARISE CTE Program)
3. FY 2027 Classified Employment
 - a. Coffman Cove: Judy Adamson (Paraprofessional), Eric Bazzett (School Greenhouse Specialist), Crystal Coley (Cook, School Greenhouse Specialist),
 - b. Hollis: Amanda Baker (Paraprofessional), Nicholas Brazille (Bus Driver), Thomas Harden (Cook)
 - c. Kasaan: Amanda Hendrixson (Cook), Jessica West (Paraprofessional), Terry West (Paraprofessional)
 - d. Naukati: Mackenzie Denham (Paraprofessional), Ernest Jones (Student Transportation: On-call Driver), Hesperus Keys (Paraprofessional), Pamela Martensen (Paraprofessional, Student Transportation: On-call Driver), Ryan Weaver (Wood-fired Boiler Operator)
 - e. Port Alexander: Earl Durdle (Maintenance Technician), Paul Young (Custodian, On-call Paraprofessional)
 - f. Thorne Bay: Casey Bunker (Paraprofessional), Raya Cook (Greenhouse & Agriculture Assistant), Tari Cook (Paraprofessional), Christy Cunningham (Lead Cook), Sarah Garrison (Paraprofessional, Paraprofessional - Extended School Year,), Amy Jennings (Secretary II & District Registrar), Lucille Nelson (Paraprofessional), Trapper Nelson (Custodian), Colby Silverthorn (Custodian), John Stevens (Bus Driver), Audrey Wopart (Social & Emotional Learning Coordinator with Instructional Duties)
 - g. Whale Pass: Michael Dempsey (Custodian, Wood-fired Boiler Operator), Michelle Dempsey (Paraprofessional), Peggy Dempsey (Cook)
 - h. District: Karen Clark (Payroll/Fixed Assets Manager), Everett Cook (Technology Director), Yoonjeong Harrington (Whole Child Development Facilitator), Joshua Hayes (Maintenance Technician), Alexander Hert (Fleet Mechanic), Christopher King (Maintenance Technician), Terri Kohn (District Office Administrative Assistant, On-call Bus Driver), Tristine Morrison (Related Service Provider Paraprofessional/Assistant & Special Education Administrative Assistant), Korrisa Oatman (Greenhouse & Agricultural Program Manager), Christine Page Haufe (Executive Assistant & Human Resources Director), Joshua Stukey (Maintenance Director), Mariia Taylor (Child Nutrition Program Director), Keeli Vaughn (On-call Maintenance Technician)
4. FY 2027 Teacher Contracts: Jennifer Andis (Lower Elementary, Thorne Bay), Julia Trischman (ATTSA Teacher, Port Alexander)
5. FY 2027 Extended Teacher Contract: Daniel Nelson (ARISE CTE Program)
6. FY 2027 Extra Duty Contracts: Jennifer Andis (Achieve Career Guidance and Post-secondary Planning Facilitator, Activities Director, Thoren Bay Community/School Liaison), Cassandra

Christopherson (Sea Otter Sound Coastal Academy Co-coordinator), Michael Congdon (Kasaan Maintenance), Michael Dempsey (Whale Pass Snow Removal), Michelle Dempsey (Songahm Academic Program Coordinator), Laureen Lapan (Preschool Program Coordinator), Jay Mihal (Sea Otter Sound Coastal Academy Co-coordinator), John Stevens (Archery Director), Julia Trischman (Alaska Tides to Tongass Science and Arts Academy Coordinator)

7. FY 2027 Lead Teacher Contracts: Lisa Cates (Hollis), Sharlet Collins (Coffman Cove), Michael Congdon (Kasaan), Laureen Lapan (Whale Pass), Michaela Larsen (Port Alexander), Jay Mihal (Naukati), Julie Vasquez (Hollis)

10. INFORMATIONAL ITEMS

- | | |
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| A. Organized Village of Kasaan FY26-29 Tribal Transportation Improvement Program:
Request for Input | 75 |
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- | | |
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| B. FY 2027 SERRC School Counseling Services Contract | |
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11. PUBLIC COMMENT	117
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12. BOARD COMMENT

13. ADJOURNMENT

MEETING CONDUCT

The School Board desires to conduct its meetings effectively and efficiently. All Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and other designated persons.

Parliamentary Procedure

Board meetings shall be conducted by the president in a manner consistent with adopted Board bylaws and generally accepted parliamentary procedures.

Quorum

A majority of the number of filled positions on the Board constitutes a quorum.

Unless otherwise provided by law, affirmative votes by a majority of the Board's membership are required to approve any action under consideration, regardless of the number of members present.

Abstentions

The Board recognizes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. A member may only abstain due to a publicly declared conflict of interest. When a member abstains because of a conflict of interest, the abstention shall be considered to concur with the action taken by the majority of those who vote, whether affirmatively or negatively.

(cf. 9270 - Conflict of Interest)

Public Participation

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board.

1. The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each agenda item.
2. At a time so designated on the agenda, members of the public also may bring before the Board matters that are not listed on the agenda of a regular meeting. The Board may refer such a matter to the Superintendent or designee or take it under advisement. The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board.
3. A person wishing to be heard by the Board shall first be recognized by the president. They shall then identify themselves and proceed to comment as briefly as the subject permits.

MEETING CONDUCT (continued)

4. The President may establish rules to govern the procedure whereby persons address the Board.
5. With Board consent, the president may modify the time allowed for public presentation or may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.
6. No oral presentation shall include charges or complaints against any employee of the Board, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. Charges or complaints against employees must be submitted to the Board under the provisions of Board policy and administrative regulations related to such complaints.

(cf. 1312.1 - Complaints Concerning School Personnel)
(cf. 9312 - Executive Sessions)

7. No disturbance or willful interruption of any Board meeting shall be permitted. Persistence, by an individual or group, shall be grounds for the chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared if necessary.

(cf. 9320 - Meetings)
(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

ALASKA STATUTES
29.20.020 Meetings public

Review 1/04, 1/05
Revised 6/11



Southeast Island School District
Superintendent's Report
Board Meeting: June 25, 2026
Prepared: June 19, 2026
Submitted by: Rod Morrison, Superintendent

District Goals

Collaboration

Continue to strengthen and sustain collaborative relationships with the Board of Education and the District Leadership Team to support student success across the Southeast Island School District.

Public Trust

Build and maintain public trust through open, transparent communication and by fostering positive relationships throughout our communities.

Recent Engagements

June 9

POW Common Inservice Day Planning Meeting for October 30, 2026

June 11

POW CTE Consortium Meeting

June 22–23

Brightways Confluence Conference — Montana

Upcoming Work

Throughout the summer months, district leadership and staff will continue preparations for the 2026–27 school year, including facilities projects, personnel transitions, instructional planning, and review of district policies and handbooks.

District Highlights

As we transition into the summer season, district staff are actively engaged in a variety of projects that support our schools and prepare our facilities, programs, and operations for the upcoming school year.

Our maintenance and custodial team has begun its summer work schedule. A traveling cleaning crew will visit each school site to complete deep-cleaning projects, including carpet shampooing and detailed cleaning of classrooms, offices, and common areas. Upon completion of work at each site, the crew will document completed projects with photographs before moving to the next location. These efforts help ensure our facilities are clean, safe, and ready to welcome students and staff in August.

We are pleased to welcome Josh Stuke as the district's incoming Maintenance Director. Josh has been working closely with Scott Randall to ensure a smooth transition of responsibilities. We extend our sincere appreciation to Scott for his years of dedicated service and leadership. As he prepares for retirement at the end of June, we wish him all the best in his next chapter.

Astrid Richard-Cook has been actively leading the preparation and submission of the district's Capital Improvement Project (CIP) applications. She has invested significant time in understanding the process and strengthening our submissions to improve the district's opportunities for future state-funded facility projects.

Student enrollment for the 2026–27 school year is already underway, and current projections indicate an increase in district enrollment compared to last year. Our correspondence school programs have been actively recruiting families throughout the spring and summer. The Port Alexander ATTSAA Academy, Naukati Sea Otter Sound Coastal Academy (SOSCA), and Whale Pass Songahm Academy have all experienced strong interest, with most available enrollment spots already filled. This early enrollment activity reflects growing confidence in our programs and the continued efforts of staff to engage families and expand educational opportunities for students across the district.

On the instructional side, all FY2026–27 teacher and paraeducator evaluations have been completed. Evaluations for the remaining district staff will be finalized during July.

Additionally, district handbooks have undergone comprehensive review and revision. Administrative staff are currently conducting final reviews, with plans to present the updated handbooks to the Board of Education for consideration and approval at the August board meeting.

Thank you to all staff members whose hard work throughout the summer helps ensure our schools are well-prepared to welcome students and families back for another successful school year.

Conclusion

The Southeast Island School District remains committed to collaboration, continuous improvement, and student-centered excellence. Through strong partnerships with the Board of Education, staff, families, tribal organizations, community partners, and local stakeholders, we continue to strengthen our systems, expand opportunities for students, and build a resilient future for our communities.

Thank you for your continued support of public education and for your partnership in advancing the mission of the Southeast Island School District.

Respectfully submitted,

Rod Morrison
Superintendent



Southeast Island School District

SECTION 125 PREMIUM ONLY PLAN

EFFECTIVE PLAN YEAR July 01, 2026

WHEREAS, Southeast Island School District (the "Employer") sponsors one or more benefit plans that provide "qualified benefits" within the meaning of Section 125 of the Internal Revenue Code of 1986; and

NOW, THEREFORE, effective July 01, 2026 the Employer hereby adopts the Client Section 125 Premium Only Plan (the "Plan") to read as follows:

Article 1. Introduction.

- 1.1 **Purpose of Plan.** The Employer adopts the Plan. The purpose of this Plan is to provide Participants with a choice between cash compensation and Optional Benefit Coverages.
- 1.2 **Cafeteria Plan Status.** This Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code of 1986, as amended, and is to be interpreted in a manner consistent with the requirements of Section 125. The Administrator is authorized to take any and all actions which it deems to be appropriate to maintain the Plan in compliance with the provisions of Section 125 of the Code as a "Cafeteria plan" including modification or revocation of elections hereunder.

Article 2. Definitions.

- 2.1 **"Administrator"** means the Employer or such other person or committee as may be appointed from time to time by the Employer to supervise the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event an Administrator has not been appointed, or resigns from an appointment, the Employer shall be deemed to be the Administrator.
- 2.2 **"Adopting Employer"** means an entity that adopts the Plan with the approval of the Employer. In order to be an Adopting Employer, the entity must be member of a controlled group of corporations with an Employer, as defined in Section 414(b) of the Code, all trades and businesses (whether or not incorporated) which are under common control, as defined in Section 414(c) of the Code, any member of an affiliated service group, as defined in Section 414(m) of the Code, and any other entity which is required to be aggregated with an Employer under Section 414(o) of the Code. The effective date of adoption by an Adopting Employer shall be the date specified in the resolution approving the adoption.
- 2.3 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o). A list of affiliated employers can be found in the Adoption Agreement.
- 2.4 **"Benefit Coverage Period"** means the period during which a Participant is eligible under any Optional Benefit Coverage.
- 2.5 **"Code"** means Section 125 of the Internal Revenue Code of 1986, as amended or replaced from time to time. Reference to any section or subsection of the Code includes reference to any regulations there under and any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.
- 2.6 **"Coverage Period"** means the Plan Year.
- 2.7 **"Dependent"** means any individual who is so defined under an Insurance Contract or who is (i) a Qualifying Child (within the meaning of Code Section 152(c), subject to the exceptions of Code Section 152(b)) or Participant's child (within the meaning of Code Section 152(f)(1)) who has not attained age 27 as of the end of the taxable year, or (ii) a Qualifying Relative who qualifies as a dependent under an Insurance Contract or under (within the meaning of Code Section 152(d), subject to the exceptions of Code Section 152(b)) (as modified by Code Section 105(b)), as applicable. Certain provisions of "Michelle's Law," in which the

requirement that a Dependent child have a full-time status in order to extend coverage past a stated age, will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as a reduction of hours). Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

- 2.8 **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility". However, 2% shareholders as defined under Code Section 1372(b) and self-employed individuals as defined under Code Section 401(c) shall not be eligible to participate in this Plan. An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.
- 2.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Section titled: "Initial Elections".
- 2.10 **"Employee"** means any common law employee of the Employer or Adopting Employer. Employee will not include an independent contractor, consultants, leased employee, 2% shareholder of an S-Corporation, a partner in a partnership or an owner or member of a limited liability company that elects partnership status on its tax return, or an individual who is self-employed (including partner) in accordance with Code Section 401(c). Any such determination of an individual's status as an Employee will be made solely by the Employer without regard to whether any determination by an agency, governmental or otherwise, or court concludes that such classification or characterization was in error.
- 2.11 **"Employer"** means the Government Entity or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer (as defined in the Article titled: "Definitions"), that adopts this Plan; and any successor, that maintain this Plan; and any predecessor that has maintained this Plan.
- 2.12 **"Highly Compensated Employee"** means, for the purposes of determining discrimination, an Employee so described in Code Section 125 and the Treasury Regulations thereunder.
- 2.13 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.
- 2.14 **"Insurance Premium Payment Plan"** means the plan of benefits contained in the Section titled: "Benefit Options" of this Plan, that provides for the payment of Premium Expenses.

- 2.15 **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.
- 2.16 **"Key Employee"** means any person who is a key employee, as defined in Code Section 416(i)(1), with respect to the Employer.
- 2.17 **"Optional Benefit Coverages"** means the coverage option(s) available to a Participant as set forth in the eligible benefit plans sponsored by Southeast Island School District.
- 2.18 **"Participant"** means any eligible individual who participates in the Plan in accordance with Article 3.
- 2.19 **"Plan"** means this cafeteria plan named the Southeast Island School District Section 125 Premium Only Plan, including all amendments thereto.
- 2.20 **"Plan Year"** means the twelve (12) month period commencing July 01 and ending June 30 or means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
- 2.21 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants in accordance with the Section titled: "Salary Redirection". These contributions shall be allocated to the funds or accounts established for cost of applicable Benefits provided under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".
- 2.22 **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.
- 2.23 **"Waiting Period"** means the period during which an otherwise Eligible Employee is ineligible to participate in the Plan because he or she has not met the eligibility requirements in Article 3.

All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article 3. Participation.

- 3.1 **Eligibility.** As to each Benefit provided hereunder, any Eligible Employee shall be eligible to participate as of the date he or she satisfies the eligibility conditions set forth in the policy or plan providing such Benefit (the "Eligibility Requirements"), the provisions of which are specifically incorporated herein by reference.
- 3.2 **Effective Date of Participation.** (a) An Eligible Employee shall become a Participant effective as of the later of the date on which he or she satisfies the Eligibility Requirements of the Plan or the Effective Date of this Plan. (b) An individual hired after a break in service of less than 13 weeks is considered a rehire for the purpose of benefit administration under the ACA. An individual with a break in service of more than 13 weeks (26 weeks in the case of an educational institution), is considered a new hire for the purpose of benefit administration. A returning Employee with a break in service of less than 13 weeks will be considered as continuing his or her employment. A rehired Employee will step back in where he or she left off as follows:
- (a) Monthly Measurement Method: If the rehired Employee satisfied a waiting period during his or her previous period of employment, coverage will be offered the first day the Employee is credited with an hour of service or the first day of the calendar month following resumption of services (if immediate coverage is not administratively practicable).
 - (b) Look-Back Measurement Method (if variable hour employee): A rehired Employee will be credited for hours worked during the most recent measurement/look-back period and offered immediate healthcare enrollment if the Employee's average hours worked or paid meet the full-time threshold during the time that the Employee worked.

These rules only apply to applicable large employers or to small employers who have elected to establish Measurement and Stability Periods for Medical Insurance. Other benefits follow guidelines established in component plan documents.

- 3.3 **Application to Participate.** An Employee who is eligible to participate in this Plan may, during the applicable Election Period, complete an Election to Participate form that the Administrator shall furnish to the Employee. The Election to Participate form is an irrevocable election made by the Employee to redirect and reduce taxable compensation to cover the Employee's applicable cost of Benefits elected, which shall be applicable until the end of the current Plan Year, unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change of Elections". Such election shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

- 3.4 **Cessation of Participation.** A Participant will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates, (b) the end of the Participant's Benefit Coverage Period, or (c) the date the Participant ceases to be an Eligible Employee, subject to the provisions of the Section titled: "Termination of Employment", or his or her death.
- 3.5 **Termination of Employment.** If a Participant terminates employment with the Employer for any reason other than death, his or her participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223. When an Employee ceases to be a Participant, the cafeteria plan must pay the Employee any amount the Employee previously paid for coverage or Benefits to the extent the previously paid amount relates to the period from the date the Employee ceases to be a Participant through the end of that Plan Year.
- 3.6 **Reinstatement of Former Participant.** A former Participant who meets the requirements for an Eligible Employee will become a Participant again if and when he or she becomes an Eligible Employee, subject to the completion of any applicable Waiting Period and upon proper enrollment as prescribed by the Administrator.

Article 4. Contributions to the Plan.

- 4.1 **Salary Redirection.** Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit and to pay the Participant's Premium Expenses. The amount of such Salary Redirection shall be specified by the Plan Sponsor and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirections shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made in accordance with the Article titled: "Participant Elections".
- Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election after the Plan Year has commenced and make a new Election to Participate (or decline participation on the Election to Not Participate form) with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Election forms are deemed to be part of this Plan and incorporated herein by reference.
- 4.2 **Application of Contributions.** As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirections to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Election to Participate for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.
- 4.3 **Periodic Contributions.** Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pro rata basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to the Section titled: "Termination of Employment".

Article 5. Optional Benefit Coverages.

5.1 **Coverage Options.** Each Participant may choose under this Plan to receive his or her full compensation in cash or to have all or a portion of such compensation applied by the Employer toward the cost of the Optional Benefit Coverages elected by the Participant. The Employer may select suitable health and hospitalization Insurance Contracts for use in providing health Benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

5.2 **Description of Optional Benefit Coverages.** While the election of Optional Benefit Coverages may be made under this Plan, the coverages and benefits elected by Participants will be provided not by this Plan but by the applicable benefit plans governing the Optional Benefit Coverages. The types and amounts of benefits available under each benefit plan, the requirements for participating in such benefit plan, and the other terms and conditions of coverage and benefits under such benefit plan are as set forth from time to time in such benefit plan's plan document. See component plan documents for benefit coverage details. If offered by employer and elected by participant, the following group plans are available for pretax salary deduction contributions under this plan:

- | | |
|---|--|
| a) Medical Insurance | Coverage |
| b) Dental Insurance | i) Long-term Disability and Short-term Disability Coverage |
| c) Vision Insurance | j) Premiums for Individual Coverage Health Reimbursement Arrangement (ICHRA) |
| d) Prescription Drug Coverage | k) 401(k) Contributions |
| e) Health FSA | l) Any other allowable benefits under Section 125 |
| f) Dependent Care FSA | |
| g) Health Savings Account (HSA) Contributions | |
| h) Accidental Death & Dismemberment | |

5.3 **Nondiscrimination Requirements**

- (a) It is the intent of this Plan to provide benefits to a classification of Employees that the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination is prohibited under Code Section 125 or applicable Regulations thereunder.
- (b) If the Administrator deems it necessary, in order, to avoid discrimination or possible taxation to Highly Compensated Employees, Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this section. Any act taken by the Administrator under this section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the

Plan Year shall have his or her non-taxable benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among all insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the Plan surplus.

- 5.4 **Non-Tax Dependent Coverage.** a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions. b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.
- 5.5 **No Financial Responsibility for Optional Benefit Coverages.** In no event will the Employer or any of its affiliates or subsidiaries or any of their agents, directors, employees, consultants, insurers or owners have any obligation whatsoever to provide any actual benefits or cost reimbursements under Optional Benefit Coverages as a result of this Plan. The Employer's sole and exclusive obligation under this Plan is to collect from Participants compensation reductions elected hereunder.
- 5.6 **Election of Optional Benefit Coverages in Lieu of Cash.** A Participant may elect under this Plan, in accordance with the procedures described in Sections 5.7 through 5.11, to receive one or more Optional Benefit Coverages to the extent available to the Participant under terms of such plans. If a Participant elects an Optional Benefit Coverage for a Coverage Period, the Participant is required to pay the employee portion of the cost of such coverage. Such share will be paid by a reduction in the Participant's regular compensation for the Coverage Period. In the event that the Participant's compensation during any pay period is insufficient in amount to pay the Participant's share of the monthly cost of such Optional Benefit Coverage by compensation

reduction, the Employer has no responsibility under this Plan to cover, pay or advance on behalf of the Participant any such shortfall and the Participant must make immediate arrangements with the plan administrator of such Optional Benefit Coverage to pay such shortfall on an after-tax basis.

- 5.7 **Election Procedure.** Prior to the commencement of each Coverage Period, the Administrator will provide (or make available) a means of election to each individual who is eligible to become a Participant at the beginning of the applicable Coverage Period, i.e. an "Open Enrollment". Each Participant who desires to elect an Optional Benefit Coverage available for the Coverage Period must specify in his or her election during Open Enrollment. The election will be effective as of the first day of the Coverage Period. The Participant must agree to a reduction in his or her compensation equal to the employee portion of the cost of the Optional Benefit Coverages elected. Each election must be made on or before such date and in such manner as the Administrator specifies. If a Participant fails to complete an election form for this Plan but elects an Optional Benefit Coverage, such Participant will be deemed to have elected to pay such employee portion of the cost of benefits on a pre-tax basis.
- 5.8 **New Participants.** Upon becoming a Participant mid-year, the Administrator will provide the means of election described in Section 5.7 to such participant. If the individual desires one or more Optional Benefit Coverages for the balance of the Coverage Period, the individual must specify in his or her election. The Participant shall agree to a reduction in his or her compensation equal to the cost of the Optional Benefit Coverages elected. Each election must be made on or before such date and in such manner as the Administrator specifies. Compensation reductions and elections will become effective as of the first day of the first Benefit Coverage Period specified by the Administrator following completion of the enrollment and election process.
- 5.9 **Initial Elections.** An Employee who meets the Eligibility Requirements of the Plan on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he or she elects to do so before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation". or for a newly eligible Employee, no more than 30 days after their date of hire. For any such newly Eligible Employee, if coverage is effective as of the date of hire, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected the first pay period on or after his or her election was received. However, if such Employee does not complete an application to participate and a benefit election form and deliver them to the Administrator before such date, his or her Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to the Section titled:

"Effective Date of Participation" or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made. Any failure to elect the Benefits set forth herein shall constitute an Employee's election to not participate in the Plan during that Plan Year until a valid election is otherwise made in the manner set forth herein.

5.10 **Subsequent Annual Elections**

- (a) A Participant will automatically be enrolled in subsequent plan years unless the Participant terminates his or her participation in the Plan by notifying the Administrator in writing during the Election Period that he or she does not want to participate in the Plan for the next Plan Year;
- (b) A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing during the Election Period that he or she does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects to not participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Elections".

5.11 **Failure to Make Election.**

- (a) A new Participant's failure to make an election under Section 5.7 for this Plan on or before the due date specified by the Administrator for the Coverage Period in which he or she becomes a Participant but elects an Optional Benefit Coverage, such Participant will be deemed to have elected to pay the employee portion of the cost of the Optional Benefit Coverages on a pre-tax basis.
- (b) An existing Participant's failure to make an election under this Plan relating to an Optional Benefit Coverage on or before the due date specified by the Administrator for any subsequent Coverage Period constitutes
 - (1) a re-election of the same coverage, if any, as was in effect just prior to the end of the preceding Coverage Period (to the extent such Optional Benefit Coverage remains available under the Plan), and
 - (2) an agreement to a reduction in the Participant's compensation for the subsequent Coverage Period equal to the cost of such coverage on the same basis (pre-tax or post-tax) as was previously elected.

5.12 **Revocation or Change of Election by the Participant during the Coverage Period.**

- (a) Any election made under the Plan (including an election made through inaction under Section 5.11) will be irrevocable by the Participant during the Coverage Period except as otherwise provided in

(b) through (l) below.

- (b) With respect to an Optional Benefit Coverage, a Participant may revoke an election for the balance of the Coverage Period and, if desired, file a new election in writing if, under the facts and circumstances,
- (1) a Change in Status occurs, and
 - (2) the requested revocation and new election satisfy the consistency requirements in Section 5.13 below.

For this purpose, a Change in Status includes the following events:

- **Legal marital status.** An event that changes a Participant's legal marital status, death of spouse, divorce, or legal separation or annulment.
- **Number of dependents.** An event that changes a Participant's number of dependents (as defined in Treasury Regulation 1.125-4(i)(3)), including birth, death, adoption or placement for adoption.
- **Employment Status.** An event that changes the employment status of the Participant, the Participant's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement or return from an unpaid leave of absence, and a change in worksite, as well as any other change in the individual's employment status that results in the individual becoming (or ceasing to be) eligible under the qualified benefit plans of the Employer.
- **Requirements for Unmarried Dependents.** An event that causes a dependent (as defined in Treasury Regulation 1.125-4(i)(3)) to satisfy or cease to satisfy the requirements for coverage under an Optional Benefit Coverage on account of attainment of age, student status, marital status or any similar circumstance.
- **Residence.** A change in the place of residence of the Participant or his or her spouse or dependent (as defined in Treasury Regulation 1.125-4(i)(3)).
- **Significant Change in Cost.** There is a significant change in the cost of an Optional Benefit Coverage.
- **Coverage Curtailment.** Coverage under an Optional Benefit Coverage is significantly curtailed.
- **New or Eliminated Optional Benefit Coverage.** A new Optional Benefit Coverage is offered or an Optional Benefit Coverage is eliminated.
- **Change in Coverage under Spouse or Dependent's Plan.** There is a change in coverage under the Participant's spouse's plan or Participant's dependent's (as defined in

Treasury Regulation Section 1.125-4(i)(3)) plan.

- **Open Enrollment in Spouse or Dependent's Plan.** The enrollment period for coverage under the Participant's spouse's plan or Participant's dependent's (as defined in Treasury Regulation Section 1.125-4(i)(3)) plan occurs while the Participant's elections are in effect.
 - **Other Events.** Such other events that the Administrator determines will permit the revocation of an election (and, if applicable, the filing of a new election) during a Coverage Period under regulations and rulings of the Internal Revenue Service.
- (c) In the case of coverage under a group health plan, a Participant may revoke an election for the balance of the Coverage Period and file a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights.
- (d) In the case of a judgment, decree or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order) that requires health coverage for a Participant's child who is a dependent (as defined in Treasury Regulation Section 1.125-4(i)(3)) of the Participant, a Participant may change his or her election:
- (1) to provide coverage for the child under a health coverage required by the order, or
 - (2) to cancel a health coverage identified required by the order, if the order requires the Participant's spouse or former spouse or another individual to provide coverage for the child and that coverage is, in fact, provided.
- (e) In the case of an accident or health plan Optional Benefit Coverage, a Participant may revoke an election in writing for the balance of the Coverage Period and file a new election in writing in order to cancel or reduce such Optional Benefit Coverage for the Participant and/or for one or more covered dependents (as defined in Treasury Regulation Section 1.125-4(i)(3)) of the Participant to the extent that such individual becomes entitled to coverage under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). In addition, if the Participant or any eligible dependent (as defined in Treasury Regulation Section 1.125-4(i)(3)) who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may file a new election in writing for the balance of the Coverage Period to commence or increase an accident or health plan Optional Benefit Coverage.
- (f) A Participant taking leave under the Family Medical Leave Act, if applicable, may revoke existing group health plan coverage and make such other election for the remaining portion of the Coverage Period as may be provided for under the Family Medical Leave Act.

- (g) The Administrator may automatically change a Participant's contribution towards premiums to obtain Optional Benefit Coverages to reflect increase or decrease cost.
- (h) Any application for a revocation or new election under this Section 5.12 must be made within the time specified by the Administrator following the date of the actual event and will be effective at such time as the Administrator prescribes, unless otherwise required by law.
- (i) A Participant may revoke and or change an election relating to contributions to any health savings account on a prospective basis at least monthly or, if permitted by the Administrator, more frequently than monthly.
- (j) A Participant may revoke an election for group health Optional Benefit Coverage prospectively for the remainder of the Coverage Period if the Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in such status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change (even if such reduction in hours does not result in the Participant ceasing to be eligible under the group health Optional Benefit Coverage), the revocation corresponds to the intended enrollment of the Participant (and any related individuals) in another plan that provides minimum essential coverage, and such new coverage is effective no later than the first day of the second month following the month that includes the date the group health Optional Benefit Coverage is revoked.
- (k) A Participant may revoke an election for group health Optional Benefit Coverage prospectively for the remainder of the Coverage Period if the Participant is eligible for a special enrollment period to enroll in a qualified health plan through a marketplace or the Participant seeks to enroll in a qualified health plan through a marketplace during the marketplace's annual open enrollment period and the revocation of the election under the group health Optional Benefit Coverage corresponds to the intended enrollment of the Participant (and any related individuals) in a qualified health plan through a marketplace for coverage that is effective beginning no later than the day immediately following the last day of the revoked group health Optional Benefit Coverage.
- (l) Participants may make a prospective election change to add group health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent loses coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP") under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to

the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may elect to prospectively commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

- (m) IRS [Notice 2022-41](#), expands the application of the change-in-status rules for health coverage under a section 125 cafeteria plan. This notice addresses the situation in which, during a Plan Year, a participant may wish to revoke the employee's election under the cafeteria plan for spousal or family coverage under a group health plan, in order to allow one or more family members to enroll in a Qualified Health Plan through a Health Insurance Exchange in the individual market. Note that this is not permitted for Flexible Spending Arrangements. Under this notice, the employee will be able to opt out of family coverage and into self-only coverage (or family coverage including one or more already-covered related individuals) under that health plan during a period of coverage. Certain conditions need to be met to do this.

- 5.13 **Consistency Rules.** A Participant's requested revocation and new election will be consistent with a change in status if the election change is on account of and corresponds with a change in status that affects the eligibility for coverage under a plan of the Employer or under a plan maintained by the employer of the Participant's spouse or dependent (as defined in Treasury Regulation Section 1.125-4(i)(3)). A change in status that affects eligibility under the Employer's plan includes a change in status that results in the increase or decrease in the number of a Participant's family members or dependents (as defined in Treasury Regulation Section 1.125-4(i)(3)) who may benefit from coverage under the plan.
- 5.14 **Changes by Administrator.** If the Administrator determines, before or during any Coverage Period, that the Plan may fail to satisfy for such year any nondiscrimination or other requirement imposed by the Code or any limitation on benefits provided to Key Employees, the Administrator may take such action as the Administrator deems appropriate to assure compliance with such requirement or limitation. Such action may include, without limitation, a modification of elections by highly compensated Employees (as defined by the Code for purposes of the nondiscrimination requirement in question) or Key Employees without the consent of such Employees.
- 5.15 **Adjustment of Compensation Reductions.** If the cost of an Optional Benefit Coverage provided to a Participant increases or decreases during a Coverage Period, including any increase or decrease due to a change in the Participant's salary, a corresponding change will be made in the compensation reductions of the Participant in an amount reflecting such increase or decrease, as determined by the Administrator to the extent

the Administrator is advised of such change by the providers of such Optional Benefit Coverages which Participants may have elected.

- 5.16 **Automatic Termination of Election.** Any election made under this Plan (including an election made through inaction under Section 5.11) will automatically terminate at the close of the Benefit Coverage Period on which the Participant ceases to be a Participant in the Plan, although coverage or benefits may continue if and to the extent provided by such coverage. In the event such a former Participant again becomes a Participant within 30 days of ceasing to be a Participant, the elections previously in effect for the Participant will be automatically reinstated for the balance of the Coverage Period, except as otherwise elected by the Participant in accordance with Section 5.12.
- 5.17 **Cessation of Required Contributions.** Nothing in this Plan will prevent the cessation of coverage or benefits under any Optional Benefit Coverage, in accordance with the terms of such coverage, on account of a Participant's failure to pay the Participant's share of the cost of such coverage or benefits, through compensation reduction or otherwise.
- 5.18 **Elections Via Other Media.** The Administrator may, in its discretion, use any telephonic, electronic or other alternative media form that it deems necessary or appropriate for the election of Optional Benefit Coverages under the Plan.
- 5.19 **Coordination with FMLA.** Notwithstanding any other provision of this Plan, the Administrator may
- (a) permit a Participant to revoke (and subsequently reinstate) his or her election of one or more Optional Benefit Coverages under the Plan, and
 - (b) adjust a Participant's compensation reduction as a result of a revocation or reinstatement to the extent the Administrator deems necessary or appropriate to assure the Plan's compliance with the provisions of the Family and Medical Leave Act of 1993 and any regulations pertaining thereto, if applicable.
- 5.20 **Special Rule for Certain Covered Individuals.** Notwithstanding anything in this Plan to the contrary, the cost of providing Optional Benefit Coverage to an individual as a Dependent of the Participant, where the covered individual is not a dependent of the Participant for purposes of Code Section 152 (as modified by Code Section 105(b) and IRS Notice 2004-79) will be paid by the Participant with after-tax contributions. Such costs will either be deducted by the Employer from the after-tax compensation of the Participant or, to the extent the cost of such Optional Benefit Coverage is paid from compensation reduction or any other form of Employer contribution, such contribution will be treated as taxable compensation received by the Participant and contributed by the Participant on an after-tax basis.

Article 6. Administration of Plan.

- 6.1 **Administrator.** The administration of the Plan will be under the supervision of the Administrator. It is a principal duty of the Administrator to see that the Plan is carried out, in accordance with its terms without discrimination among participants. The Administrator has full discretionary power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's discretionary powers include, but are not limited to, the following discretionary authority, in addition to all other powers provided by this Plan:
- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
 - (b) To interpret the Plan;
 - (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
 - (d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
 - (e) To delegate its responsibilities under the Plan and to designate other persons to carry out any of its responsibilities under the Plan, any such delegation or designation to be in writing;
 - (f) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
 - (g) To provide Employees with a reasonable notification of their benefits available under the Plan; and
 - (h) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan; g. To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609.
- 6.2 **Examination of Records.** The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their respective interests under the Plan for examination at reasonable times during normal business hours.
- 6.3 **Payment of Expenses.** Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Employees.
- 6.4 **Application of Benefit Plan Surplus.** Any forfeited amounts credited to the Benefit Plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit

available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the Benefit Plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

- 6.5 **Insurance Control Clause.** In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the Benefits Participants are entitled to and the circumstances under which insurance terminates .
- 6.6 **Indemnification of Administrator.** The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

Any determination by the Administrator, or its authorized delegate, is final and conclusive on all persons.

Notwithstanding the foregoing, any claim which arises under any Optional Benefit Coverage will not be subject to review under this Plan, and the Administrator's authority under this Section 6.1 does not extend to any matter as to which another administrator or entity is empowered to make determinations under such Optional Benefit Coverage.

Article 7. *Amendment and Termination of Plan.*

- 7.1 **Amendment of Plan.** The power to amend the Plan, in whole or in part, is vested in the Employer, which has the sole discretion to make all amendments to the Plan or any of its provisions. Such amendment will be effected by a written instrument signed by a duly authorized representative of the Employer, or his or her authorized delegate, and delivered to the Administrator.
- 7.2 **Termination of Plan.** The Employer has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Employer will have no obligation whatsoever to maintain the Plan for any given length of time and may discontinue or terminate the Plan at any time, without liability, by a written instrument signed by a duly authorized representative of the Employer, or his or her authorized delegate, and delivered to the Administrator

Article 8. Miscellaneous Provisions.

- 8.1 **Plan Interpretation.** All provisions of this Plan shall be governed and interpreted by the Employer, or it's delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".
- 8.2 **Written Document.** This Plan document, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations thereunder relating to Cafeteria Plans.
- 8.3 **Information to be Furnished.** Participants will provide the Employer and the Administrator with such information and evidence, and will sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.
- 8.4 **Limitation of Rights.** Neither the establishment of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving to any Participant or other person any legal or equitable right against the Employer or the Administrator.
- 8.5 **Employment Not Guaranteed; No Vested Rights.** Nothing contained in the Plan, nor any action taken hereunder, will be construed as a contract of employment or as giving any Employee any right to be retained in the employ of the Employer. Nothing in this Plan is to be interpreted or construed in creating any vested rights in any benefits, coverage entitlements or compensations of any type.
- 8.6 **Unsecured General Creditor.** Participants, their beneficiaries, and all others have no rights or interests in any property of the Employer or its affiliates. Assets of the Employer will not be held under any trust for the benefit of Participants, their beneficiaries, or others or as collateral security for fulfilling of the obligations of the Employer under this Plan. All Employer assets will be unpledged and unrestricted assets of the Employer. Each Participant or beneficiary will be treated as a general unsecured creditor of the Employer and has no greater right to any assets other than an unsecured creditor.
- 8.7 **No Liability for Action or Omission.** Neither the Employer, nor any director, officer or employee of the Employer will be liable in any manner to any Participant, beneficiary or any other person claiming through them for any benefit or action taken or omitted in connection with interpretation and administration of this Plan.

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional

federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

8.8 **Liability for Benefit Payments and Successorship.** The Plan will not be automatically terminated by the Employer's acquisition by or merger into any other entity, but the Plan will be continued after such acquisition or merger if the successor employer elects and agrees to continue the Plan. All rights to amend, modify, suspend or terminate the Plan will be transferred to the successor as of the effective date of the merger or acquisition. This Plan and all of its terms will be binding upon such successors and the Employer's assigns.

8.9 **Governing Law and Venue for Disputes.** This Plan shall be construed in accordance with and governed by the laws of the State of Alaska to the extent not superseded by federal law, without reference to Alaska's conflict of laws provisions. Any action, dispute or challenge regarding the interpretation or enforcement of this Agreement must be brought and litigated in the United States District Court for Alaska, if it otherwise has subject matter jurisdiction, or otherwise in the Circuit Court for State of Alaska.

8.10 **Correction of Defects.** The Employer and Administrator may correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any payment as it deems appropriate. If a Participant is overpaid or receives amounts, or has amounts paid on its or their behalf, which the Employer determines have been incorrectly paid to the Participant, the Participant must return such payments to the Employer upon demand. And, the Employer reserves the right to collect from, and offset, against the Participant's future wages from the Employer any amounts which the Employer determines have been overpaid or mistakenly paid to or for the benefit of any Participant.

8.11 **Severability of Provisions.** If any provision of this Plan is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions hereof, and this Plan will be construed and enforced as if such provisions had not been included.

8.12 **Acceptance of Terms.** As a condition to receipt of benefits under the Plan and being permitted to participate under it, each Participant agrees to accept the terms of this Plan.

8.13 **No Fiduciary Relationship.** Nothing contained in this Plan, and no action taken pursuant to its provisions by the Employer or the Participants will create, or be construed to create a fiduciary relationship between the Employer, Administrator or any Participant or beneficiary.

8.14 **Employer's Protective Clauses.**

- (a) Upon the failure of the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), a Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- (b) The Employer's liability to a Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his or her sole discretion, shall see fit.
- (c) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

- 8.15 **No Guarantee of Tax Consequences.** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.
- 8.16 **Funding.** Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.
- 8.17 **Continuation of Coverage.** Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.
- 8.18 **Health Insurance Portability and Accountability Act.** Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.
- 8.19 **Uniformed Services Employment and Reemployment Rights Act.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified

military service shall be provided in accordance with USERRA and the regulations thereunder, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

- 8.20 **Genetic Information Nondiscrimination Act.** Notwithstanding any provision of this Plan to the contrary, this Plan shall be operated in accordance with GINA and regulations thereunder.

IN WITNESS WHEREOF, Southeast Island School District has caused this Plan to be executed in its name and on behalf of its officers there unto duly authorized this ____ day of _____, 20____.

Southeast Island School District

By: _____
Title: _____

This document has legal and tax consequences. The Employer acknowledges that it is advisable to have this document reviewed by legal counsel prior to adoption of this document. The Employer acknowledges that HR Service, Inc., its affiliates, agents, employees and counsel have not been retained to provide any such review.

Southeast Island School District
FY 2028 – 2033 Six-Year Capital Improvement Plan

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
1	D	Thorne Bay School Life-Safety Fire Suppression System Replacement The Thorne Bay School gymnasium building is currently operating under a Fire Impairment Plan approved and monitored by the Alaska State Fire Marshal due to extensive corrosion and deterioration of the existing thin-wall sprinkler piping system. The impairment has resulted in fire-watch requirements, occupancy restrictions, increased staffing demands, and reduced access to facilities used daily by students and community members. The gymnasium serves as the primary gathering space for the community and supports athletic events, recreational activities, youth programs, and emergency functions. This project will replace deteriorated sprinkler piping throughout the facility, replace associated fire suppression components as necessary, and complete code-compliant upgrades to restore a fully operational fire protection system.	X	\$1,375,904
2	C	Thorne Bay School Heating and HVAC Controls Replacement The HVAC, heating, and fuel systems serving Thorne Bay School have exceeded their useful life and are no longer capable of maintaining safe and consistent temperatures throughout the facility. The existing pneumatic control system is more than 25 years old, both boilers are nearing failure, and aging underground fuel storage infrastructure requires constant maintenance and presents operational and environmental risks. System deficiencies have resulted in significant temperature imbalances throughout the school, with some classrooms falling into the 50s during winter months while others exceed 80°F during warmer weather. These conditions negatively impact student comfort, concentration, attendance, and instructional effectiveness. This project will replace the existing pneumatic controls with a modern direct digital control system, replace aging boilers, replace two underground 2,000-gallon fuel tanks and associated fuel infrastructure, and upgrade related heating system components.	X	\$3,625,736

Southeast Island School District
FY 2028 – 2033 Six-Year Capital Improvement Plan

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
3	C	Thorne Bay School Roof System Replacement The existing metal roof system at Thorne Bay School has exceeded its expected service life and is experiencing ongoing deterioration from age and exposure to Southeast Alaska's harsh climate. Corrosion, failing fasteners, and water intrusion have resulted in recurring leaks, damaged ceiling systems, stained interior finishes, and increased maintenance requirements. Continued deterioration threatens building components and increases the risk of additional damage to structural, mechanical, and interior systems. This project will replace the existing roof system, repair damaged substrate as necessary, and install a new metal roofing assembly designed for long-term performance in Southeast Alaska. The project will protect the building envelope, reduce maintenance costs, prevent further water intrusion, and preserve a significant public investment.	X	\$4,020,847
4	D	Hollis School Fire Suppression System Completion and Commissioning The Hollis School fire suppression system has never functioned as intended since the facility was completed. Although the system was certified as operational during construction, critical fire suppression controls were never successfully integrated with the mechanical components required for proper system operation. As a result, the district cannot rely on the system to perform as designed during a fire emergency, creating an ongoing life-safety concern in a newly constructed educational facility. This project will correct construction-related deficiencies by completing system integration, programming, testing, and commissioning activities necessary to establish proper communication between the digital control system and mechanical equipment. Completion of the project will ensure reliable operation of the fire suppression system, maintain compliance with life-safety requirements, protect students and staff, reduce district liability, and safeguard the State's investment in this recently constructed school.	X	\$500,000

Southeast Island School District
FY 2028 – 2033 Six-Year Capital Improvement Plan

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
5	C	Thorne Bay School Underground Fuel Storage and Distribution System Replacement The underground fuel storage tank and associated fuel distribution piping serving the Thorne Bay School Gymnasium require immediate replacement due to system failure and the significant risk posed to building occupants and District facilities. On October 9, 2024, sediment from the deteriorating fuel tank and distribution lines clogged critical fuel safety devices, resulting in an uncontrolled fuel discharge that flooded Boiler #2 and the boiler room with more than 150 gallons of diesel fuel. The diesel fuel completely filled the boiler combustion chamber and overflowed through the front boiler door into the mechanical room. Had the fuel ignited, the incident could have resulted in catastrophic damage to the building and serious injury to students, staff, and community members utilizing the facility. This event demonstrates that the underground fuel storage system has reached the end of its useful life and that the tank and/or associated piping have failed. This project will replace the aging underground fuel tank, fuel lines, and related infrastructure to restore safe and reliable operation, reduce environmental risks, protect public assets, and ensure the continued operation of this critical educational and community facility.	X	\$1,182,737
6	C	Port Alexander School Safe Drinking Water and Roof Replacement The domestic water piping system at Port Alexander School is more than 40 years old and has produced water quality test results showing elevated levels of lead and copper. In addition, the school roof has reached the end of its service life and experienced active leaks that resulted in water intrusion into occupied areas of the building, disrupting educational activities and creating ongoing maintenance concerns. To protect students, staff, and school property, the district was forced to use limited district resources to replace a portion of the roof before state funding became available. However, significant portions of the roofing system remain beyond their useful life and continue to require replacement. This project will replace the aging domestic water system to provide safe drinking water for students and staff and complete replacement of the remaining roof system with a durable metal roofing assembly. The project will improve occupant health and safety, protect the facility from	X	\$ 634,867

Southeast Island School District
FY 2028 – 2033 Six-Year Capital Improvement Plan

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
		further water damage, reduce future maintenance costs, and extend the useful life of this important educational facility.		
7	C	Kasaan and Whale Pass School Major Building Rehabilitation The Kasaan and Whale Pass school facilities have experienced significant deterioration due to age, moisture exposure, and decades of service in Southeast Alaska's harsh marine environment. Kasaan School, originally assembled in 1982 as a temporary three-part modular building, has exceeded its intended service life by decades and is experiencing structural settlement, water intrusion between building sections, deteriorated roofing, failing mechanical systems, and inadequate electrical infrastructure. Whale Pass School, a former logging camp structure relocated to its current site in 1985, is experiencing structural floor failures, aging electrical systems, deficiencies in its gravity-fed water system, and accessibility concerns. These conditions have increased maintenance costs, reduced facility reliability, and threaten the long-term viability of two schools that serve as critical educational and community facilities. This project will rehabilitate both schools through upgrades to roofing, building envelopes, foundations, electrical, plumbing, heating, water distribution, and interior systems to improve safety, reliability, energy performance, and long-term durability while preserving essential facilities serving remote communities.	X	\$1,534,878

FY 2028 TOTAL \$12,874,969

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost

FY 2029 TOTAL

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
			☐	
			☐	

**Southeast Island School District
FY 2028 – 2033 Six-Year Capital Improvement Plan**

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost

FY 2030 TOTAL

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
			☐	
			☐	

FY 2031 TOTAL

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
			☐	
			☐	

FY 2032 TOTAL

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
			☐	
			☐	

FY 2033 TOTAL

Adopted [enter date] at a duly convened meeting of the [school district board name] at which a quorum was present and voting. I hereby certify that the information presented is true and correct to the best of my knowledge.

Superintendent

Date

School Board President

Date

Submit to the Department of Education & Early Development by September 1

Form #05-19-051

Southeast Island School District



Classified Employee Handbook

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Employment Definitions

1. MANAGEMENT RIGHTS

The District reserves exclusive rights to operate and control its schools and maintains authority to establish policies and regulations. The District, through the Superintendent or designee, may prescribe working rules pertaining to conduct, discipline, and safety of classified employees, and may create, eliminate, or change classified positions.

2. EMPLOYMENT OF PERSONNEL

All classified employees are employed and may be terminated only by recommendation of the Superintendent to the Board.

PROBATIONARY EMPLOYMENT

Probationary Classified Employee: One who is appointed to a regularly budgeted position, but who has not yet completed the first ~~ninety (90) day three (3) working month~~ probationary period in the initial year of employment.

REGULAR EMPLOYMENT

Full-time Classified Employee: One who has completed his/her probationary period in a regularly budgeted position, is employed at least thirty (30) hours per week, and is a 12-month employee.

Part-time Classified Employee: One who has completed his/her probationary period and is employed less than thirty (30) hours per week or less than 12 months per year.

TEMPORARY EMPLOYMENT

Temporary Employee: One who 1) works on an irregular basis, 2) has not met highly qualified requirements and works in a position that requires an employee to be highly qualified, 3) who has been appointed for a period of less than six working months, or 4) has submitted documentation for background check and District has not yet received results for.

An employee who is considered to be a temporary employee because he/she has not met highly qualified requirements and is working in position that requires him/her to be highly qualified*, has 45 calendar days to:

1) meet highly qualified requirements, and

2) submit the required supporting documentation to the Human Resources Department in the District Office.

* Such as meeting the Alaska paraprofessional qualifications

Temporary employees are not considered probationary or regular employees and can be released from employment at any time for any reason.

HIRING PROCESS

All pertinent hire documents (including, but not limited to, application, W-4, I-9 and proof of identity, PERS paperwork, highly-qualified information and verification (if applicable), fingerprint information for background check, and the completed drug and alcohol-free workplace form) are required to be on file with the District Office BEFORE any employee can begin working.

Upon initial hire, all regular employees will be placed on Probationary Status for the initial ninety (90) days of employment, at which time the immediate supervisor will complete an evaluation to determine whether the employee will be placed on regular status. Neither sick leave nor annual leave may be taken during the probationary period. If a regular classified employee applies for and receives a new job within the district involving substantially different job responsibilities, the employee's status shall revert to that of a probationary employee.

SECURITY BACKGROUND/FINGERPRINT CHECK *Refer to Board Policy 4212.5*

A security background/fingerprint check is required upon initial hire for all classified employees. All classified employees must have a cleared, fingerprint-based criminal background check before starting work. Exceptions must be approved by the Superintendent (ex: within sight and sound of approved employee(s) until results are received).

BREAK IN SERVICE

A break in service is defined as any termination of employment with SISD, including termination due to declining enrollment at the Site or District level or changing needs or programs at the Site or District. Any employee who experiences a break in service due to declining enrollment at the site or District level or changing needs or programs at the site or District level will need to reapply if the position reopens. SISD will make decisions based on what is best for students. Any person rehired to a position in a similar job classification subsequent to a break in service will be reinstated at the wage commensurate to their years with the district in that job classification.

ACCESS TO PERSONNEL FILES *Refer to Board Policy 4212.6*

The District maintains a personnel file on each employee. All personnel file information is either on TalentEd or physically located at the SISD District office or in the SISD Archives. The employee may inspect the personnel file upon request during business hours.

3. NONDISCRIMINATION IN EMPLOYMENT

The district and its employees shall not unlawfully:

- discriminate against or harass employees or job applicants on the basis of gender, gender identity, sexual orientation, sex, race, color, religion, national origin, ancestry, age, marital status, changes in marital status, pregnancy, parenthood, physical or mental disability, Vietnam era veteran status, genetic information, or good faith reporting to the board on a matter of public concern, or in any other manner prohibited by law. *Refer to Board Policy 4030.*
- discriminate on the basis of sex in violation of Title IX of the Education Amendments of 1972 in the educational programs or activities which it operates.
- discriminate on the basis of disability in violation of Section 504 of the Rehabilitation Act of 1973. This includes admission or access to, or treatment or employment in its programs, services, and activities.

4. EMPLOYEE CONDUCT

See also Appendix B for additional examples of work rules involving employee conduct.

COMMUNICATIONS

Cell Phones: Cellular phones may not be used during instructional time (i.e. the entire period of a scheduled class and any other time when students are under staff supervision) except when needed to facilitate the safety, health, and well-being of students and/or staff within the school setting (e.g. to contact the front office to report an accident on the playground during recess).

Support personnel may only use a cellular phone in their office during instructional hours. All other use, including cellular phones on vibrate mode, are considered a distraction to learning and not permitted. Additionally, no staff member may use a cellular phone in a manner, or at a time, that interferes with or is disruptive of students'

instructional time. Exceptions must be approved in advance by the employee's direct supervisor. *Refer to Board Policy 4219.26*

Displays/Media: The employee must have their immediate supervisor's approval for posting displays and or distributing media, including video.

Email: The District's main form of communication with employees is through the use of district email. Employees should check their school email account daily while at work and are responsible for knowledge of the content of messages sent to them through the district email system. District email groups are to be used appropriately and emails sent to groups need to be District-related and relevant to all members of the group.

Personal Phone & Internet Use: The employee shall not charge personal phone calls to the District or use District Internet connections for personal purposes. Internet use will follow District policy and procedures. *Refer to Board Policy & Administrative Regulation 6161.4.*

CONFIDENTIALITY *Refer to Board Policy 4219.23*

District employees shall maintain the confidentiality of all confidential records until such time as laws, state regulations and/or bylaws of this district permit disclosure. Information and records pertaining to executive sessions, negotiations, and student records are not subject to public disclosure.

Any employee who willfully releases confidential information about students, staff, or any topic properly confined to an executive session shall be subject to disciplinary action up to and including dismissal from district service. Any action by an employee, which inadvertently or carelessly results in release of confidential information, shall be recorded, and the record shall be placed in the employee's personnel file.

Depending on the circumstances, the Superintendent or designee may deny the employee further access to any privileged information and shall take any steps necessary to prevent any further unauthorized release of such information.

COURTESY

The employee is expected to treat other employees, students, and visitors to the school in a polite, considerate manner.

DEPENDABILITY

The employee is expected to follow assigned work schedules and to report an upcoming absence as far in advance as possible.

DISTRICT VEHICLE USE *Refer to Board Policy & Administrative Regulation 4233*

District vehicles serve a dual purpose:

- a. as transportation for itinerant employees, including employees doing official district business, and
- b. to transport students to/from varied approved activities. The following guidelines will clarify district vehicle use. Exceptions must be approved by the Superintendent/designee.

The following guidelines clarify district vehicle use:

- All District vehicles are to be parked in Thorne Bay during summer vacation and between activity seasons.
- District vehicles are to be parked at the school, District Office, or bus barn overnight. District vehicles are not to be parked at the driver's home overnight.
- Maintenance vehicles are to be parked at approved maintenance locations.
- Itinerant employees will drive vehicles for work-related purposes only; side trips for personal or non-district related business are not permitted.
- All employees driving a district vehicle will complete and submit a completed Vehicle Mileage Form in a timely manner (fax, email, or deliver in person to the District Office).

Use Restrictions and Guidelines can be viewed at this Google Drive [LINK](#). After using a vehicle, it is the employee's responsibility to ensure that it has been cleaned, refueled, and that all maintenance needs have been reported to your immediate supervisor.

DRESS AND GROOMING *Refer to Board Policy 4219.22*

Employees are expected to wear clothing during school hours that demonstrates their high regard for education and presents an image consistent with their job responsibilities. Every employee's appearance should model the kind of behavior that is expected from students. The following guidelines will assist employees in selecting appropriate modes of dress.

Clothing should:

- Be neat and clean,
- Be free from tears and holes,

- Not be backless, too low cut, too short, too sheer, too tight or too loose,
- Not have inappropriate words/symbols/pictures, and
- Not reveal private body parts, e.g., breasts, buttocks, and/or stomach.

The Lead Teacher/Principal shall be responsible for enforcing the above based on his/her evaluation of the impact an individual's appearance has upon the school climate, educational process, or the school's image in the community, and shall be the final judge as to the appropriateness of an employee's mode of dress.

DRUG AND ALCOHOL FREE WORKPLACE *Refer to Board Policy 4020*

It is a violation of Board policy for any employee at a school district workplace to unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as identified in Board Policy 4020.

"School District workplace" is defined as any place where School District work is performed, including a school building or other school premises; any school-owned or school-approved vehicle used to transport students or employees to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function, such as a field trip or athletic event, where students are under District jurisdiction; or during any period of time when an employee is supervising students on behalf of the District or otherwise engaged in District business.

Any employee who is convicted of any criminal drug or alcohol statute violation occurring in the workplace must notify their supervisor of this conviction no later than five days after such conviction. Violation of the drug and alcohol free workplace requirements may be grounds for immediate dismissal.

EMPLOYEE SAFETY *Refer to Board Policy 4257*

Safety is every employee's responsibility. The employee is expected to obey safety rules and to exercise caution in all work activities. No employees shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

Working conditions and equipment shall be maintained in compliance with standards prescribed by federal, state, and local laws and regulations. Where personal protective equipment and/or safety procedures have been provided or prescribed, the employee shall use the equipment/follow the procedures. Failure to do so may result

in disciplinary action up to and including dismissal. The employee shall immediately report any unsafe condition to the supervisor.

No employee shall put a student or another employee in an unsafe situation or request them to perform an unsafe task.

ETHICS *Refer to Board Policy 4219.21*

The employee is expected to maintain high standards of ethical conduct. Dishonesty, theft, or improper use of district resources shall not be tolerated and may be grounds for immediate dismissal.

HARASSMENT-FREE WORKPLACE *Refer to Board Policy 4219.11*

Any form of harassment, including sexual harassment, of or by any employee shall not be tolerated and should be reported immediately so that action may be taken to eliminate inappropriate behavior. The School Board considers harassment, including sexual harassment, to be a major offense which may result in disciplinary action or dismissal of the offending employee.

INJURIES

All employee injuries occurring while on duty shall be reported to the employee's immediate supervisor and the Human Resources Department immediately. Employees shall complete the employee section of the Workers' Compensation "Report of Occupational Injury or Illness" form. This form shall be submitted to the Principal, Lead Teacher, or designee, who shall forward it to the Human Resources Department.

LEGAL EXPECTATIONS

All employees are expected to abide by applicable federal, state, and local laws, ordinances, and regulations, and the policies, regulations, and directives of the District.

POLITICAL ACTIVITIES *Refer to Board Policy 4219.25*

District employees have an obligation to prevent the improper use of school time, materials or facilities for political campaign purposes. The Superintendent or designee shall regulate political activities on school property.

Employees are prohibited from engaging in any activity in the presence of students during performance of the employee's duties, where the activity is designed or intended to promote, further, or assert a position on any voting issue, board issue, or collective bargaining issue. This prohibition does not apply to classroom instruction that is part of the approved curriculum (this requires consultation with and approval by a certified teacher).

The Board respects the right of school employees to engage in political activities on their own time. When engaging in political activities, employees shall make it clear that they are acting as individuals and not as representatives of the district.

Under no circumstances shall district employees:

1. Conduct political activities on school property during duty hours.
2. Solicit campaign support or contributions on school property during duty hours.
3. Use school equipment for the reproduction of campaign materials.
4. Post or distribute campaign materials on school property.
5. Permit the use of students to write, address or distribute campaign materials.

PROFESSIONAL BOUNDARIES *Refer to Board Policy 5141.42*

Maintain professional boundaries: All employees will maintain the highest professional standards when they interact with students. District staff are required to maintain an atmosphere conducive to learning by consistently maintaining professional boundaries with students.

The interactions and relationships between district staff and students should be based upon mutual respect and trust, an understanding of the appropriate boundaries between adults and students in and outside of the educational setting, and consistency with the district's educational mission.

District staff will not intrude on a student's physical and/or emotional boundaries unless the intrusion is necessary to serve a bona fide health, safety, or educational purpose. An educational purpose is one that relates to the staff member's duties as an educator. Additionally, staff members are expected to avoid any appearance of impropriety in their conduct when interacting with students.

Report violations of professional boundaries: Whenever a staff member observes another staff member engaging in inappropriate boundary invasions with a student, they must report what they have observed to administration. ***When in doubt, report it out.***

Preexisting, outside relationships with students: Employees may have familial and pre-existing social relationships with parents/guardians/caretakers of students and students. This could create dual relationships with students. Staff members should use sound professional judgment when they have a dual relationship with students to avoid violating this policy. In all such relationships staff should avoid any appearance of impropriety with any student and any appearance of favoritism toward any student.

Staff members shall pro-actively discuss dual relationship circumstances with their building administrator or supervisor. Regardless of any preexisting relationship with students outside of work, when on the job as an educator, staff shall abide by this policy and its accompanying administrative regulations.

Use of technology: Technology is an important tool used to communicate for educational purposes. However, unless the student is the staff member's own child, staff are prohibited from communicating privately with students on-line or from engaging in any conduct on social networking websites that violates the law, district policies or procedures, or other generally recognized professional standards.

Staff whose conduct violates this policy may face disciplinary and/or termination consistent with the district's policies and procedures, acceptable use agreement, and collective bargaining agreements, as applicable.

Training: The Superintendent or Superintendent's designee will develop staff training relating to professional boundaries, including protocols for reporting and investigating allegations and develop procedures and training to accompany this policy.

5. WORKWEEK

The workweek is set as Sunday through Saturday. The Superintendent or designee shall establish the standard work schedule for regular full-time year-round employees. The standard working hours of business for full-time District Office positions shall be according to the District Office schedule and subject to approval of the Superintendent or designee.

The standard working hours for school positions shall be according to each school's daily schedule and subject to the approval of the Lead Teacher, Assistant Principal, Principal, Assistant Superintendent, or Superintendent.

The standard working hours for all other part-time positions shall be established by the employee's supervisor and subject to the approval of the Lead Teacher, Assistant Principal, Principal, Assistant Superintendent, or Superintendent.

Deviations from the standard schedule may be approved by the Superintendent or designee for District Office positions, by the Principal, Assistant Principal, or Lead Teacher for school site positions, and by the supervisor for all other positions. Requests for additional hours must be pre-approved using the appropriate form in TalentEd. Working additional hours without approval may be grounds for disciplinary

action up to and including dismissal. Repeatedly working additional hours without prior approval shall be considered terms for immediate dismissal.

Employees working in regular, on-call positions will not have a standard schedule. Work hours will be determined by the employee's supervisor and subject to the approval of the Superintendent or designee.

6. LEAVE

Absences of classified employees from duty shall be for reasons approved by their supervisor and shall be covered with leave which has been duly authorized, reported, and recorded.

In a given day, the amount of leave an employee is eligible to use cannot exceed the number of hours that the employee is authorized for and normally works. Taking leave without approval or falsification of a leave request or report shall be grounds for disciplinary action up to and including dismissal.

ADMINISTRATIVE LEAVE

If an employee participates in seminars, classes or meetings that have been determined by the supervisor to be of benefit to the District, the time required for such participation shall be designated as administrative leave and no loss of pay shall result from such participation. Out-of-town travel time is considered part of this required time, including possible delays because of weather. Unless otherwise required by the Fair Labor Standards Act, the District will not be liable for any overtime pay because of this type of participation. Prior approval must be obtained for administrative leave unless participation is required by the District.

ANNUAL LEAVE

All regular full-time classified employees employed at least 30 hours per week or 0.75 full-time equivalent (FTE) shall be entitled to annual leave with pay to be accrued at the rate of:

Period of Service:

- A. **0 - 2 years:** One (1) leave day per month.
- B. **Over 2 years:** One and three quarters (1 3/4) leave days per month.
- C. **Over 5 years:** Two (2) leave days per month.
- D. **Over 10 years:** Two and one quarter (2 1/4) leave days per month.

Leave days are calculated as follows:

Hourly Employees:

One (1) leave day equals hours employed per week divided by five (5). For example, one (1) leave day for an employee who is employed for thirty hours (30) hours per week is equivalent to six (6) hours.

Salaried Employees:

One (1) leave day equals the percent of FTE employed. For example, a regular 0.8 FTE salaried employee will accrue annual leave at 80 percent of the full-time rate (for 0-2 years of service, this would be 0.8 leave day per month).

Annual leave will not accrue during the term of any unpaid leave.

Year of Service: one calendar year from date of hire, taking into consideration a break for summer recess.

Leave schedules must be planned with supervisors and have their advance approval.

During an employee's probationary period, annual leave will accrue, but will not be used until successful completion of his/her probationary period.

Leave will not accrue while an employee is on leave without pay. Annual leave may be accrued to a total of 45 working days, based on the employee's schedule. No more than 15 days (3 weeks) of vacation shall be used consecutively. The business office will deduct leave in excess of 45 DAYS on July 1 of each year. Days are prorated based on employee schedule.

CIVIC LEAVE

1. All classified employees shall be free to perform civic duties, such as holding elective public office and/or service on committees, commissions or other appointive bodies established by the Superintendent, Board, Commissioner of Education, State Commissions, Governor, or State Legislature providing that service in this capacity does not, in the opinion of the Superintendent of Schools, disrupt the position for which the staff member is hired or add unreasonable burden to the District.
2. Requests and leave slips for Civic Leave will be forwarded by the employee to their supervisor for recommendation before submission to the Superintendent. At the direction of the Superintendent, a regular classified employee may be granted a leave with pay for civic duties at the state and local level.
3. The District will not be liable for any travel or per diem.
4. In the case of jury duty or subpoenaed witness duty, the employee shall turn over to the District all monies received from the court as compensation (except travel and per diem) for services, and in turn shall be paid his/her current salary while on court leave. Additionally, the employee shall provide documentation of jury duty or subpoenaed witness duty with the leave request.

When an employee is summoned as a witness in a proceeding involving or arising from personal activities outside District employment or personal affairs, the employee shall not be entitled to civic leave for this purpose.

If an employee is a disaster or emergency responder, he/she shall be released from duty in order to respond to a disaster or emergency call. Full pay shall be received for time missed for such duty but the employee shall remit any pay earned while performing such volunteer services not to exceed the salary which would have been earned had the employee been on duty.

FAMILY AND MEDICAL LEAVE ACT (FMLA) & ALASKA FAMILY LEAVE ACT (AFLA) LEAVE *Refer to Board Policy, Administrative Regulation, & Exhibit 4261.4.*

Under FMLA, an employee who has worked for the District for at least one year, and for 1,250 hours over the previous twelve months, is entitled to up to 12 weeks of leave for qualifying events.

Under AFLA, an employee who has worked for the District for at least 35 hours a week in the last six consecutive months, or at least 17.5 hours a week during the preceding twelve months, is entitled to up to 18 weeks of leave for qualifying events. Leave that qualifies under both FMLA and AFLA is to be used simultaneously.

Covered employees will be granted leave for the following reasons:

1. To care for the employee's infant child during the first 12 months following birth;
2. To care for a child during the first 12 months following placement with the employee for adoption or foster care;
3. To care for a spouse, son, daughter, or parent with a serious health condition;
4. For incapacity due to the employee's pregnancy, prenatal medical care or child birth;
5. Because of the employee's own serious health condition that renders the employee unable to perform the employee's job;
6. If FMLA is applicable, for qualifying exigency leave if the employee's spouse, son, daughter, or parent is a military member and is on active duty; or
7. To care for a covered servicemember under the terms set forth in FMLA.

FMLA and AFLA are unpaid leave. District policy requires that covered employees substitute paid leave for unpaid leave taken for an FMLA or AFLA qualifying event. Paid leave substitutions will include personal leave and annual leave; and sick leave if

the employee leave is because of the employee's own serious health condition or for another event for which sick leave may be used under District policies.

The District will designate all qualifying leaves as FMLA or AFLA leave, even if the employee has not made a family and medical leave request, for example, when requesting sick leave, requesting annual leave to care for a sick family member, or taking workers' compensation leave. Any leave for a serious health condition of more than three days may qualify for FMLA/AFLA leave.

If the leave is because of the employee's own or a covered family member's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. This is at the employee's expense. Employees may obtain Medical Certification forms from the Human Resources Department.

Employees with questions about their eligibility for FMLA or AFLA leave should contact Human Resources for more information.

Should FMLA or AFLA laws change, the District will follow the most current requirements.

PARENTAL LEAVE

The District shall not discriminate against or exclude from employment any employee or applicant based on pregnancy, childbirth, or related medical conditions. These conditions must be treated the same as any other temporary disability for all job-related purposes, in accordance with federal and state law.

A classified employee who becomes an expectant parent may be eligible for leave related to the birth or placement of a child

Notification Requirement:

An employee who anticipates the need for parental leave due to childbirth or adoption must notify the Superintendent or designee in writing as soon as practicable, but no later than two (2) months before the anticipated date of childbirth or placement, when feasible.

Work During Pregnancy:

An expectant classified employee may continue to work as long as they are able to adequately perform essential functions of their job. The Superintendent or designee may require a medical certification to confirm the employee's ability to continue working.

Medical Leave Related to Pregnancy:

An employee who is unable to work due to pregnancy-related medical conditions is entitled to disability benefits, sick leave, and sick leave bank benefits on the same basis as other employees with temporary medical conditions. Eligibility and use of these benefits are governed by applicable District policies and procedures.

Use of Leave:

Classified employees who are not covered under FMLA or AFLA are eligible for up to three weeks of parental leave preceding and/or following childbirth or adoption. Leave will be applied in the following order:

1. Sick leave, if applicable;
2. Annual leave, if available;
3. Unpaid leave for any remaining approved time off.

Requests for extended or exceptional leave circumstances will be considered on a case-by-case basis by the department head, site administrator or designee.

MILITARY LEAVE

An employee who is duty bound to answer a call for temporary military service with the National Guard or any other military organization of the United States shall be permitted to serve. Upon submittal of orders verifying the service to the Human Resources Department, the employee shall be granted ten (10) days administrative leave, accrued annual leave will be applied from that point. In the event the employee does not have sufficient annual leave to participate, the employee shall be granted leave without pay for the duration of the required military service.

SICK LEAVE *Refer to Board Policy & Administrative Regulation 4261.1*

All regular classified employees shall be entitled to sick leave.

Sick leave shall be accrued at the rate of .05 hours per hour for hourly employees and at one **and eighty-three thousandths** (1.083) day per month for full-time salaried employees. Sick leave accrual shall be prorated for part-time salaried employees based on the percentage of full-time contract.

Sick leave will not accrue during the term of any unpaid leave. Sick leave after three (3) consecutive days shall be accompanied by a health care provider's certificate if requested by the supervisor or by the human resources department.

Sick leave shall be approved by the supervisor.

Sick leave is allowable for illness in the immediate family requiring the physical presence of the employee in the interest of family welfare. Immediate family is defined as a spouse, child, foster child, stepchild, parent, foster parent, stepparent, grandparent, grandchild, sibling, stepsibling, foster sibling, or in-law.

Up to ten (10) days sick leave with pay may be used per occurrence per contract year by an employee in the event of death, serious injury, or serious illness of the employee's immediate family, as defined above. Additional leave time will be charged to annual leave (if applicable) and then to leave without pay.

Sick leave for the death in the immediate family beyond twenty (20) consecutive workdays may be granted, subject to the approval of the superintendent or his/her designee.

Employees are eligible for sick leave with pay after they have been continuously employed for ninety (90) days. Sick leave is earned, however, from the first full pay period.

Regular part-time employees who have been hired to an 'on-call' position are eligible for sick leave only on days when they have been called in to work.

SICK LEAVE BANK

1. All classified employees may join the Classified Sick Leave Bank.
2. There is hereby established a Sick Leave Bank, which shall be administered by a Sick Leave Committee. The committee shall consist of two members selected by the Southeast Island Education Association and one member selected by the Administration. It is the Committee's responsibility to approve or deny requests for Sick Leave Bank usage. In the case of denial, the request for Sick Leave Bank usage may be appealed to the School Board. Board decisions are final.
3. For purposes of the Sick Leave Bank, one day of sick leave equals eight (8) hours.
4. Each employee enrolling in the Sick Leave Bank will donate one day of his/her sick leave upon enrollment. to the Bank each year, until the Bank reaches a maximum of 200 days. If the Bank balance is less than 200 days at the beginning of a membership year, continuing participants will donate one sick leave day for that year. If Once the Bank balance is includes 200 days, only new participants will donate sick leave days upon enrollment. If the Bank balance decreases to 100 days or less, all participants will donate one leave day at the beginning of each membership year.

5. The Business Office shall provide a statement showing current balance of the classified sick leave bank to SIEA upon request.
6. For employees currently enrolled in the sick leave bank, yearly sick leave donations will occur automatically unless the employee declines participation in writing to the SISD Business Office by September 30. Voluntary enrollment will be the responsibility of the employee during October or within 30 days of employment.
7. In the event that the Bank becomes totally depleted during the membership year, each member of the Bank will donate additional days to a maximum donation of three (3) days per year per participating classified employee.
8. A person withdrawing from membership in the Bank will not be able to withdraw the contributed days.
9. The first ten (10) working days of illness or disability will not be covered by the Bank but must be covered by the person's own accumulated sick leave or leave without pay.
10. A person will not be able to withdraw days from the Bank until all of his/her own accrued paid leave has been depleted.
11. The number of Sick Leave Bank days available to a member shall be equal to twice the number of days of sick leave the member has accumulated on July 1st in the affected school year, or 24 days, whichever is greater. When there are multiple claims and not enough days in the Bank to cover all claims in full, the Sick Leave Committee will determine how the days will be distributed.
12. Persons withdrawing Sick Leave Bank days will not have to replace these days except as a regular contributing member of the Bank.
13. Sick leave days can only be withdrawn from the Bank for individual member's illness or disability.
14. Requests for use of Bank days will be forwarded by the employee to the Sick Leave Bank Committee, and must be accompanied by a letter from attending physician. The approval of the request shall be subject to the attending physician's supportive statement. Approved requests will then be forwarded to payroll for processing.
15. The SISD leave form shall be used as verification of sick leave donated to the Sick Leave Bank.
16. Qualifications for Membership and Use of Sick Leave Bank:
 - a. Only contributing members of the Sick Leave Bank are eligible to use it.

- b. Members may use the Sick Leave Bank only after they have completed their probationary period in the District. Date of hire will determine eligibility.

UNPAID LEAVE

Short or emergency unpaid leaves of not to exceed six (6) work weeks per occurrence may be granted by the Superintendent or designee. If the employee has accrued annual leave, such annual leave must be used prior to approving unpaid leave. If the employee has accrued sick leave and the leave qualifies as sick leave, such sick leave must be used prior to approving unpaid leave.

Requests for extended or exceptional leave circumstances will be considered on a case-by-case basis by the Superintendent or designee.

Fringe benefits do not accrue during unpaid leave. However, accrued benefits shall be retained by the employee during the period of the leave.

7. COMPENSATION

SALARY

Temporary Workers: (Pre-approved by Superintendent/designee only)

Temporary Casual or Student Worker	\$13.00 per hour
Temporary Cook/Custodian/Secretary	\$13.00 per hour
Temporary Classroom Aide (not Highly Qualified)	\$13.52 per hour
Temporary Paraprofessional (Highly Qualified)	\$15.60 per hour
Temporary Cultural Specialist	\$20.80 per hour
Temporary Laborer	\$13.52 - \$15.60 per hour
Temporary Skilled Laborer I	\$20.80 per hour
Temporary Skilled Laborer II	\$26.00 per hour

	Hourly Rate	
	<u>2026-2027</u>	<u>2027-2028</u>
Temporary Casual or Student Worker	\$14.00	\$15.00
Temporary Cook/Custodian/Secretary	\$14.30	\$15.30
Temporary Classroom Aide (not Highly Qualified)	\$14.52	\$15.52
Temporary Paraprofessional (Highly Qualified)	\$16.60	\$17.60
Temporary Cultural Specialist	\$21.80	\$22.80
Temporary ARISE Mentor	\$25.00	\$26.00

Temporary ARISE Facilitator	\$35.00	\$36.00
Temporary Laborer	\$14.52-\$16.60	\$15.52-\$17.60
Temporary Skilled Laborer I	\$21.80	\$22.80
Temporary Skilled Laborer II	\$27.00	\$28.00
Temporary Skilled Laborer III	\$31.00	\$32.00

note: when necessary, a rate will increase to reflect the current Alaska Minimum Wage rate.

(Highly Qualified) = meeting the Alaska paraprofessional qualifications and documentation on file with SISD

Substitute Teachers:

		Hourly Rate	
		<u>2026-2027</u>	<u>2027-2028</u>
Non-certified	\$18.00 per hour	\$19.00	\$20.00
Certified	\$21.00 per hour	\$22.00	\$23.00

The maximum work hours for a substitute teacher each day may not exceed 7.75 hours.

In addition to their regular hourly rate, regular employees who work as substitute teachers will receive a stipend of \$12.50 per day for assignments of up to 3.5 work hours, or \$25.00 per day for assignments of more than 3.5 work hours.

Regular Employees:



	1	2	3	4	5	6	7	8	9	10	11	12
A												
B												
C	\$13.06	\$13.52	\$13.99	\$14.48	\$14.99	\$15.51	\$16.05	\$16.62	\$17.20	\$17.80	\$18.42	\$19.06
D	\$13.47	\$13.94	\$14.43	\$14.94	\$15.46	\$16.00	\$16.56	\$17.14	\$17.74	\$18.36	\$19.00	\$19.67
E	\$14.57	\$15.08	\$15.61	\$16.16	\$16.73	\$17.31	\$17.92	\$18.54	\$19.19	\$19.86	\$20.56	\$21.28
F	\$15.17	\$15.70	\$16.25	\$16.82	\$17.41	\$18.02	\$18.65	\$19.30	\$19.98	\$20.68	\$21.40	\$22.15
G	\$15.32	\$15.86	\$16.40	\$16.98	\$17.57	\$18.20	\$18.83	\$19.49	\$20.17	\$20.88	\$21.61	\$22.37
H	\$16.57	\$17.15	\$17.75	\$18.37	\$19.01	\$19.68	\$20.37	\$21.08	\$21.82	\$22.58	\$23.37	\$24.19
I	\$21.19	\$21.93	\$22.70	\$23.49	\$24.31	\$25.16	\$26.04	\$26.95	\$27.90	\$28.88	\$29.89	\$30.94
J	\$26.00	\$26.94	\$27.85	\$28.83	\$29.84	\$30.88	\$31.96	\$33.08	\$34.24	\$35.44	\$36.68	\$37.96

2026-2027	1	2	3	4	5	6	7	8	9	10	11	12
A	\$14.47	\$14.98	\$15.50	\$16.04	\$16.60	\$17.19	\$17.79	\$18.41	\$19.05	\$19.72	\$20.41	\$21.13
B	\$15.57	\$16.11	\$16.68	\$17.26	\$17.87	\$18.49	\$19.14	\$19.81	\$20.50	\$21.22	\$21.96	\$22.73
C	\$16.32	\$16.89	\$17.48	\$18.09	\$18.73	\$19.38	\$20.06	\$20.76	\$21.49	\$22.24	\$23.02	\$23.83
D	\$17.57	\$18.18	\$18.82	\$19.48	\$20.16	\$20.87	\$21.60	\$22.35	\$23.14	\$23.95	\$24.78	\$25.65
E	\$22.19	\$22.97	\$23.77	\$24.60	\$25.46	\$26.35	\$27.28	\$28.23	\$29.22	\$30.24	\$31.30	\$32.40
F	\$28.00	\$28.98	\$29.99	\$31.04	\$32.13	\$33.26	\$34.42	\$35.62	\$36.87	\$38.16	\$39.50	\$40.88

Wood-fired Boiler Rate: Thorne Bay - \$48.00 per day; other locations - \$38.00 per day

2027-2028	1	2	3	4	5	6	7	8	9	10	11	12
A	\$15.47	\$16.01	\$16.57	\$17.15	\$17.75	\$18.37	\$19.02	\$19.68	\$20.37	\$21.08	\$21.82	\$22.59
B	\$16.57	\$17.15	\$17.75	\$18.37	\$19.01	\$19.68	\$20.37	\$21.08	\$21.82	\$22.58	\$23.37	\$24.19
C	\$17.32	\$17.93	\$18.55	\$19.20	\$19.88	\$20.57	\$21.29	\$22.04	\$22.81	\$23.61	\$24.43	\$25.29
D	\$18.57	\$19.22	\$19.89	\$20.59	\$21.31	\$22.06	\$22.83	\$23.63	\$24.45	\$25.31	\$26.19	\$27.11
E	\$23.19	\$24.00	\$24.84	\$25.71	\$26.61	\$27.54	\$28.51	\$29.50	\$30.54	\$31.61	\$32.71	\$33.86
F	\$30.00	\$31.05	\$32.14	\$33.26	\$34.43	\$35.63	\$36.88	\$38.17	\$39.50	\$40.89	\$42.32	\$43.80

Wood-fired Boiler Rate: Thorne Bay - \$50.00 per day; other locations - \$40.00 per day

Range **AG**: Greenhouse & Agriculture Program Assistant

Range **BE**: Custodian, Food Service Worker (Cook)

Range **CG**: Clerk, Migrant Recruiter/Recorder, Secretary I

Range **DH**: Administrative Assistant, Food Service Coordinator, Paraprofessional, Registrar, **School Greenhouse Specialist**, Secretary II, Student Transportation Driver

Range **E+**: Child Nutrition Program Director, Coordinators, Coordinators with Instructional Duties, Fleet Mechanic, Greenhouse & Agriculture Program Manager, Maintenance Technician. Payroll/Fixed Assets Manager

Range **F+**: Bus Driver**

Exempt***: Executive Assistant/HR Director, Maintenance Director, Technology Director

** Alaska Statute 23.10.065(b) requires employers to pay public school bus drivers a wage of no less than two times the state's minimum wage.

*** salary for exempt employees negotiated with Superintendent based on experience.

Hourly employees will be paid according to the appropriate range on the adopted salary schedule, above. ~~The Superintendent may approve exceptions or establish additional rates for specific positions not covered by the adopted salary schedule, as needed. Any exceptions must be approved by the Superintendent.~~ Salaried employees (those who work in positions that meet requirements for exemption under the Fair Labor Standards Act) will be paid according to the salary rate established by the Superintendent.

When a regular employee works as a substitute for another position, the employee will be paid at the employee's regular rate or the appropriate substitute rate, whichever is higher.

Pay Advances: Upon written request and the approval of the Superintendent, the employee may be granted up to two (2) pay advances per school year of no more than the value of hours already worked. Repayment of any payroll advance will be made in full from the employee's next paycheck. Pay advances will be paid within 5 business days.

Payroll Deductions: Pay checks shall be subjected to deductions for withholding taxes, Social Security and Social Security Medicare as applicable, Public Employees' Retirement System as applicable, and for such other/purposes as the employee and the District agree upon in writing.

403-B Plans: The regular employee may elect to enroll in a District approved 403-B plan by payroll deduction up to the rate established by law. The 403-B deduction shall remain-in force unless revoked or changed. Deductions may be changed twice per calendar year.

PLACEMENT ON THE SALARY SCHEDULE

Initial placement shall be made by the Superintendent or designee based upon job description and position responsibilities. Experience within a classification or in related job descriptions will be considered.

ADVANCEMENT ON THE SALARY SCHEDULE

Advancement on the salary schedule shall be an annual event and shall become effective for all eligible classified employees on July 1 of each year, pending a satisfactory evaluation by the supervisor. Note: It is a shared responsibility of the employee to ensure that an evaluation is completed on schedule by the supervisor.

To be eligible for annual advancement on the salary schedule, a classified employee must have been employed by SISD at least seven (7) months in the immediately preceding fiscal year in the category for which the advancement is being considered. Any absence necessitated by an accidental job-related injury or by required military service will not be considered a break in service for purposes of establishing the seven (7) months work criteria. Non-exempt, hourly employees shall advance one (1) horizontal step each year as determined by the classified salary schedule based upon a satisfactory evaluation. Any exceptions must be approved by the Superintendent.

BREAKS

The District does not provide compensable (paid) breaks ~~(breaks less than 20 minutes)~~. All scheduled breaks shall be non-paid breaks of twenty (20) minutes or more during which the employee is not performing work. Employees between the ages of 14 and 17 who work more than 5 consecutive hours and are going to continue to work must have a non-paid lunch break of 30 minutes or more scheduled within 5 hours of when the employee starts working. Employees 18 years or older can be scheduled for and take a non-paid lunch break of 20 minutes or more (typically at least 30 minutes) where they are not performing work.

EMPLOYEE INSURANCE

Group Health Insurance: The Southeast Island School District shall provide a group health care plan for classified employees and dependents with benefits for all regular employees scheduled to work 30 hours or more per week. No employee covered by this plan will receive health insurance from more than one School District insurance policy.

Life Insurance: The District shall provide a \$250 annual contribution as a matching dollar effort to each regular full-time classified employee towards the financing of life insurance. Life insurance will be purchased through an independent provider (of the employees choice). Reimbursement will be paid upon receipt of premium invoice.

Workers' Compensation and Unemployment Compensation Insurance. The employee shall be covered by worker's compensation insurance and unemployment compensation insurance as required by law.

HOLIDAYS

Holiday pay for all eligible classified employees for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving (if employee normally works on Fridays), December 24 & 25, New Year's Eve. Should a holiday land on a weekend, the day preceding or following will be considered the day off.

A day is defined as the number of hours per day authorized for the employee to work at the time the holiday is taken. To be eligible for holiday pay, an employee must be a probationary or regular employee and in pay status both the workday immediately preceding and the workday immediately following the holiday.

OVERTIME *Refer to Board Policy 4253*

Overtime work shall not be permitted unless approved in advance by the Superintendent/designee, except in emergency situations. All requests for overtime must be pre-approved using the appropriate form in TalentEd. Working unauthorized overtime may be grounds for disciplinary action, up to and including dismissal. Repeated instances of working overtime without prior approval may be grounds for immediate dismissal.

The administrative procedure regarding overtime is as follows:

Employees covered by FLSA shall be paid no less than one and one-half (1.5) times their regular hourly rate for hours worked over forty (40) hours in a single workweek.

For employees working two or more positions within the district, overtime pay shall be calculated using a blended hourly rate based on all jobs worked, according to a formula determined by the District in compliance with FLSA regulations.

*Note: The District may approve flexible work schedules that allow employees to work more than eight (8) hours in a day without triggering daily overtime, provided that the total hours worked do not exceed forty (40) hours in the workweek.

The procedure for use of overtime shall be:

1. Overtime or work beyond daily scheduled hours must be pre-approved by the superintendent or designee. Such requests must be submitted through the employee's supervisor using the District's *Extra Hours/Overtime Pre-approval Form*

2. Emergency call outs shall be paid portal to portal and shall equal a minimum of two (2) hours of overtime pay if the above restrictions are met.
 - A. If these occur on a paid holiday, the employee shall receive time and one-half in addition to full holiday pay.

The District may, upon request of the employee and at the discretion of the Superintendent or designee, provide compensatory time off in lieu of compensatory pay; this is only considered with prior approval and is subject to the restrictions of the Fair Labor Standards Act. Unworked paid days shall not accumulate toward overtime.

PAYROLL CYCLE

The payroll cycle is from the first (1st) day of the month to the last day of the month. Pay will be distributed by the tenth (10th) day of the following month, pending submission of a completed timecard.

Time Cards: Time cards must be completed by the employee and approved by the supervisor (generally lead teacher or principal), who will submit them to the Payroll Officer by the date specified. All employees shall complete time cards via the Black Mountain Software daily time card software system, or by other means identified the Business Office.

Time cards are generally due by the last workday of each month in order to distribute pay by the 10th day of the following month. The Payroll Officer will notify staff of changes to this date. **Employee pay may be delayed until the following month if the time card is not submitted by the deadline.** Repeatedly submitting time cards after the deadline will be grounds for disciplinary action up to and including dismissal.

RETIREMENT PLAN

1. The District shall participate with all eligible classified employees of the District in the State Public Employees Retirement System.
2. The District shall pay regular employees for one seventh (1/7) of the value of their unused sick leave upon retirement through the Public Employees Retirement System (PERS).

TRAINING ASSISTANCE

The District will work cooperatively with employees to improve employees' skills, knowledge, and abilities relating to present positions or to classified positions to which they might logically progress. This may involve approval for employees to attend conferences and seminars, tuition reimbursement for approved courses of study on file at the district office, and other related activities. Hire preference generally will be

given to those who take advantage of specific training opportunities provided by the District.

8. OTHER EMPLOYMENT INFORMATION

PREGNANT WORKERS FAIRNESS ACT *Federal Law*

The District will comply with the Pregnant Workers Fairness Act (PWFA) and applicable state and federal laws regarding pregnancy, childbirth, and related medical conditions.

An employee or applicant with known limitations related to pregnancy, childbirth, or related medical conditions may request a reasonable accommodation. An employee does not need to be eligible for leave or unable to work in order to request a reasonable accommodation.

Requests for accommodation should be submitted to the employee's supervisor or the Human Resources Department as soon as practicable. The District will review requests through an interactive process with the employee and may require supporting documentation when permitted by law.

Reasonable accommodations may include, but are not limited to, additional breaks, modified work duties or schedules, temporary reassignment of certain tasks, ergonomic equipment, or other accommodations appropriate to the employee's circumstances and the needs of the District.

The District will not discriminate against or retaliate against an employee or applicant for requesting or using a reasonable accommodation related to pregnancy, childbirth, or a related medical condition.

~~The Pregnant Workers Fairness Act (PWFA) is a federal law that took effect on June 27, 2023. It is designed to protect the rights of pregnant workers by requiring employers to provide reasonable accommodations for known limitations related to pregnancy, childbirth, or related medical conditions. Here's key information to include in your employee handbook.~~

~~¶~~

~~Overview~~

~~The Pregnant Workers Fairness Act (PWFA) ensures employees who are pregnant, have recently given birth, or have related medical conditions are provided with reasonable accommodations in the workplace. This law is designed to support the health and well-being of both the employee and the baby by preventing discrimination based on pregnancy.~~

~~¶~~

~~Who is Covered?~~

- ~~• The PWFA applies to employers with 15 or more employees.~~

- It covers employees and job applicants who have known limitations related to pregnancy, childbirth, or related medical conditions.¶¶



Reasonable Accommodations¶¶

Under the PWFA, employees may request reasonable accommodations for limitations related to pregnancy, childbirth, or related medical conditions. Examples of reasonable accommodations include:¶¶

- Providing more frequent breaks for water or restroom use.¶¶
- Modifying work duties or schedules, such as providing light duty or allowing the employee to sit instead of stand.¶¶
- Offering temporary reassignment to a less strenuous or hazardous position.¶¶
- Providing ergonomic office furniture or equipment.¶¶
- Allowing flexibility in work hours for prenatal or postnatal appointments.¶¶
- Adjusting uniforms or dress codes to accommodate physical changes.¶¶



Employee Responsibilities¶¶

- Employees are encouraged to inform their supervisor or HR representative as soon as possible if they need a reasonable accommodation due to pregnancy, childbirth, or a related medical condition.¶¶
- Employees must engage in an interactive process with their employer to determine appropriate accommodations.¶¶



Employer Responsibilities¶¶

- Employers are required to provide reasonable accommodations unless doing so would cause undue hardship on the business.¶¶
- Employers cannot force a pregnant employee to accept an accommodation that is unnecessary or unwanted.¶¶
- Employers are prohibited from retaliating against employees for requesting accommodations.¶¶
- Employers cannot require employees to take leave if another reasonable accommodation can be provided.¶¶



Prohibitions Under the PWFA¶¶

- Denying employment opportunities based on the need for reasonable accommodations related to pregnancy.¶¶
- Retaliating against employees for requesting or using accommodations.¶¶
- Requiring an employee to accept an accommodation that is not necessary or forcing them to take leave if another accommodation is available.¶¶



Reporting and Enforcement¶¶

Employees who believe their rights under the PWFA have been violated can file a complaint with the Equal Employment Opportunity Commission (EEOC). The EEOC enforces the PWFA and can provide remedies such as job reinstatement, back pay, or other corrective measures.¶¶

9. HOUSING

District-owned housing will be made available to classified employees based on the terms set forth in the current collective agreement between the District and the Teacher's Union.

10. NON-SCHOOL EMPLOYMENT

No employee shall accept any outside employment that will interfere with the duties for which the employee is paid.

11. EVALUATION

All employees shall be evaluated annually prior to June 30. The performance evaluation shall include areas of strength as well as any areas needing improvement. Nothing in this section precludes a supervisor from evaluating an employee more often than annually if deemed necessary.

12. DISCIPLINE

Employees may be disciplined for cause as defined by Alaska law. Disciplinary action shall follow the policies set forth in SISD Board Policy 4218, Dismissal/Suspension/Disciplinary Action. Types of discipline include, but are not limited to, verbal warning, written reprimand, suspension without pay, ~~demotion~~, reduction of pay ~~grade~~~~step in class~~, or dismissal/~~termination~~. It is understood that these elements of discipline may be implemented at any level by the superintendent or ~~designee immediate supervisor~~ depending on the seriousness of the offense. Documentation will be placed in the personnel file for every disciplinary action.

At any time prior to the expiration of the probationary period, the Superintendent or designee may dismiss a probationary classified employee from district employment. A probationary employee shall not be entitled to a hearing.

Regular classified employees shall be subject to personnel action (suspension without pay, ~~demotion~~, reduction of pay ~~grade~~~~step in class~~, dismissal/~~termination~~) only for cause. The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

The Superintendent shall be kept informed in writing of any disciplinary action taken against any employee.

A regular employee may, within five calendar days after ~~imposition~~ ~~receiving the recommendation of disciplinary personnel action~~ described in BP 4218, file an appeal to the Board for reconsideration of the personnel action by submitting a request to the Superintendent or designee. ~~The appeal must state the grounds for appeal.~~

If the employee against whom ~~disciplinary action has been imposed a recommendation of personnel action has been filed~~ fails to appeal within the time specified in these rules, the employee shall be deemed to have waived the right to request ~~appeal~~ ~~reconsideration~~.

~~At any time before an employee's appeal is finally submitted to the Board for reconsideration, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action.~~

~~¶~~

The Board may affirm, modify or revoke the recommended personnel action.

13. TERMINATION OF EMPLOYMENT

Upon termination of employment, the supervisor shall notify the Human Resources Department and Payroll Officer. A final paycheck will be prepared and forwarded to the terminated employee or authorized account within the timeline prescribed by law. All accumulated sick leave will be forfeited, except when an employee retires through PERS, as discussed in Section 7, Compensation. Any unused vacation leave or compensatory time earned will be reimbursed at the employee's daily per diem rate. Terminated employees will be notified of options available to them through COBRA and other mandated options.

At the end of employment, each employee must sign a notice of termination form for both SISD and PERS (if PERS is applicable). In instances when an employee has not reported for work for a period of five (5) working days and is not on approved leave, termination of employment forms will be completed for the employee and submitted with notation that the employee was not available to sign.

RESIGNATION

The employee may resign upon two (2) weeks written notice to the supervisor.

DISMISSAL

The regular employee may be dismissed as provided under disciplinary actions above and/or as provided under the annual employment contract. The probationary employee may be dismissed for any reason deemed appropriate by the Superintendent.

REDUCTION IN FORCE

The employee may be laid off because of elimination of the position, lack of work, insufficient funds, or other similar reason. For a period of twelve (12) months after the effective date of the layoff, the employee shall be granted preference over new hires for appointment to a position in the same classification from which the employee was laid off. If the laid off employee is offered and refuses a position in the same classification as the one from which the employee was laid off, the employee shall be removed from the preference list.

Appendix A: Evaluation

SOUTHEAST ISLAND SCHOOL DISTRICT Classified Employee Performance Evaluation Report

Employee Name: _____

Position: _____ Location: _____

Evaluator Name: _____ Date: _____

Check Evaluation Type:

- ☐ Probationary (90 day)
- ☐ Quarterly (if on Plan of Improvement)
- ☐ 2nd Evaluation, 1st Year (by June 30 ~~March 15~~)
- ☐ Annual (by June 30 ~~November 15 or June 15~~)

Check Recommendation:

- ☐ Continue Employment*
- ☐ Terminate Employment
- ☐ Plan of Improvement (attached)

Rating Descriptors:

- | | |
|-----------------------|--|
| 4 = Above Proficient | The employee consistently accomplishes tasks/ demonstrates performance that exceeds expectations. Actions enhance services and goals of the organization. Works at a high level of independence. |
| 3 = Proficient | The employee meets the standards of a well-trained employee, e.g., accomplishes tasks/demonstrates performance that demonstrates knowledge of the organization. Performance supports services and goals of the organization. Works with minimal supervision. |
| 2 = Needs Improvement | The employee needs assistance and direction with familiar/routine tasks. Performance demonstrates an incomplete understanding/knowledge of the organization. Requires ongoing supervision. |
| 1 = Unacceptable | The employee demonstrates little to no knowledge of assigned duties and the organization of the organization as a whole. |

*Checking the "Continue Employment" block does not guarantee that you will be offered a position for the next school year or, if you are offered a position, that your position or number of work hours will remain the same the next school year.

Rating	Performance Area	Comments
	Quantity (amount of satisfactory work performed and completion of work on schedule, ability to plan, organize, coordinate work efficiently and effectively)	
	Quality (extent to which work meets quality standards of accuracy, compliance with instructions, neatness, thoroughness)	
	Knowledge of Work and Job Skill Level (knowledge of job, procedures, equipment, versatility, experience, ability to apply knowledge to various work situations)	
	Initiative (planning and suggesting actions and/or solutions, requests additional tasks when assigned work is completed)	
	Ability to Learn and Adaptability (adapts to changes in job duties, responsibilities, methods, and procedures)	
	Decision-Making (makes sound decision under normal or unusual circumstances. Ability to analyze and solve problems)	
	Work Habits (punctuality, use of safety practices, adherence to established rules and procedures, degree to which employee can be depended on to perform duties in desired manner, completes assignments on schedule, and personal appearance)	
	Relationship with Others (ability to work with others, teamwork, cooperativeness, tact, courtesy, responds to supervision in a positive and constructive manner)	
	Confidentiality	
	Safety/Health Practices (work methods and practices as they affect self and others, compliance with safety rules and use of protective equipment)	

Rating	Performance Area	Comments
	Self-Reflection (evaluates own performance and makes needed changes to improve)	
Goal(s): (Specific, Measureable, Attainable, Realistic, Timely)		

Signature indicates the classified employee received a copy of his/her evaluation.

Signature – Classified Employee Date

Signature – Supervisor Date

Appendix B: Employee Conduct

EMPLOYEE CONDUCT

The following work rules are intended to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. See also [Board Policy 4218](#).

Following are examples of the type of conduct that will not be condoned; this list is not all-inclusive.

1. Absences during duty hours except on official business or by permission of their immediate supervisors.
2. Sale, offer for sale, or solicitation of contribution of any article or service on District property during school and/or working hours without written permission from the Office of the Superintendent. This does not include items which are School District related, or which normally might be found on bulletin boards (e.g., house for rent).
3. Performance of unauthorized personal work during assigned working hours.
4. Commission of an act, which might endanger the safety or lives of others.
5. Falsification of school records, reports, employment applications, or payrolls.
6. Disclosure of confidential information to unauthorized persons.
7. Theft of school property, the property of another employee, or theft occurring during working hours.
8. Deliberate damage to or destruction of school property.
9. Negligent conduct while on duty, which results in personal injury or property damage.
10. Possession, use, sale, or purchase of any alcoholic beverage, narcotic, or illegal drug during working hours on school premises, or reporting for work under the influence of a controlled substance.
11. Use of tobacco or tobacco products on school premises.
12. Unauthorized use of district equipment.
13. Use of abusive language or racial slurs toward students or other employees.
14. Engaging in immoral conduct with a student.
15. Misuse of leave.
16. Insubordination: Refusal to follow instructions from a supervisor or administrative directives from the Office of the Superintendent.



ORGANIZED VILLAGE OF KASAAN DEPARTMENT OF TRANSPORTATION

CONSTRUCTION OFFICE
DOT Director: John W. Huestis

P.O. Box 26 KXA
Kasaan, AK, 99950
Phone: 907.617.9970
www.kasaan.org

June 18, 2026

Rodney Morrison
Superintendent
Southeast Island School District
PO Box 19569
Thorne Bay, AK 99919

Re: Requested Input on Draft FY26-29 Tribal Transportation Improvement Program

Mr. Morrison,

I am reaching out on behalf of the Organized Village of Kasaan (OVK) Department of Transportation to share the attached Draft FY26–29 Tribal Transportation Improvement Program (TTIP) and invite your review and feedback.

The TTIP is an important planning document required under Code of Federal Regulations (CFR) 25 Part 170, which allows OVK to use Tribal Transportation Program (TTP) funds for transportation projects. It identifies and prioritizes projects and activities funded through the TTP, as well as those supported by other Federal, State, county, and municipal transportation funds in accordance with 23 U.S.C. 202(a)(9). The TTIP reflects the transportation needs and priorities of the Tribe and the broader community as outlined in OVK's Long Range Transportation Plan (LRTP), updated in 2025.

OVK is providing this opportunity for public participation and coordination with partner agencies on the Tribe's proposed transportation projects and priorities. Please submit any comments, questions, or suggestions by July 10, 2026, to Karen Garcia (karen@proHNS.com) and myself (director@kasaan.org).

Your input is appreciated and will help ensure the TTIP continues to reflect community needs and supports OVK's transportation goals.

Sincerely,

John W. Huestis

John Huestis, PE
OVK Transportation Director

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**Organized Village of Kasaan
Tribal Transportation Program
Transportation Improvement Program
Summary of Projects**

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<u>Project Name</u>	<u>Project No.</u>	<u>Fed Project ID</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>Total</u>
Kasaan to Goose Creek Access Road - Restoring Tribal Fish Passage through Barrier Removal	KAR: NOAA (FP)		\$1,339,963	\$1,183,500	\$2,367,001	\$0	\$4,890,464
DOT Facility Heated Vehicle Garage - Phase 2	DOT: Garage 2		\$0	\$225,000	\$122,500	\$103,125	\$450,625
DOT Storage Yard	DOT: Storage		\$160,000	\$130,000	\$0	\$0	\$290,000
Kasaan Access Road Bridge 594+48	KAR: 6.08 (B)		\$25,000	\$10,000	\$0	\$0	\$35,000
Kasaan Access Road Bridge 233+60 - Tolstoi Creek	KAR: 12.91 (B)		\$1,597,927	\$1,597,926	\$0	\$0	\$3,195,853
Kasaan Access Road Killer Hill Realignment Project	KAR: 11.65-12.08 (S)		\$583,289	\$0	\$0	\$0	76 \$583,289
Kasaan Access Road Bridge 849+23	KAR: 1.25 (B)		\$55,000	\$20,000	\$0	\$0	\$75,000
Kasaan Access Road Bridge 402+62	KAR: 9.71 (B)		\$25,000	\$10,000	\$0	\$0	\$35,000
Totem Trail Parking and Canoe Landing	TRAIL LOT		\$0	\$100,000	\$0	\$0	\$100,000
DOT Facility Heated Vehicle Garage - Phase 1	DOT: Garage 1		\$366,173	\$193,748	\$0	\$0	\$559,921
Maintenance			\$500,000	\$450,000	\$450,000	\$450,000	\$1,850,000
Transit			\$50,000	\$120,000	\$50,000	\$50,000	\$270,000
Kasaan Access Road Bridge 452+25 - Loon Creek	KAR: 8.76 (B)		\$2,022,529	\$1,000,000	\$0	\$0	\$3,022,529
Kasaan Access Road	KAR: 0.65 - 2.05 (R)		\$363,594	\$1,245,328	\$1,245,328	\$0	\$2,854,250

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Planning			\$200,000	\$100,000	\$100,000	\$100,000	\$500,000
Tolstoi Bay Access Road Bridge - MP 0.1	TBAR: 0.1 (B)	E092380010	\$1,486,414	\$1,486,414	\$0	\$0	\$2,972,828
Kasaan Access Road Bridge 312+30 - Tolstoi Creek	KAR: 11.42 (B)		\$1,250,000	\$1,168,548	\$1,168,548	\$0	\$3,587,096
Administration			\$380,000	\$350,000	\$350,000	\$350,000	\$1,430,000
			\$10,404,889	\$9,390,464	\$5,853,377	\$1,053,125	\$26,701,855

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**Organized Village of Kasaan
Tribal Transportation Program
Transportation Improvement Program
Fiscal Summary**

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	Unprogrammed Funds (FY2025 or earlier)	2026	2027	2028	2029	Total Available	Total Programmed
TTP Shares	\$2,090,493.87	\$1,006,502.60	\$1,006,502.60	\$1,006,502.60	\$1,006,502.60	\$6,116,504.27	\$6,116,504.27
TTP 2% Planning	\$0.00	\$22,988.23	\$22,988.23	\$22,988.23	\$22,988.23	\$91,952.92	\$91,952.92
TTP Bridge Program	\$12,361,954.87	\$561,351.00	\$0.00	\$0.00	\$0.00	\$12,923,305.87	\$12,923,305.87
TTP Safety Fund	\$320,003.20	\$10,000.00	\$0.00	\$0.00	\$0.00	\$330,003.20	\$330,003.20
202(a)(9) Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$4,860,464.00	\$2,309,875.00	\$69,750.00	\$0.00	\$0.00	\$7,240,089.00	\$7,240,089.00

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	2026	2027	2028	2029
<i>Unprogrammed funds (from previous F</i>	\$19,632,915.94	\$13,138,743.51	\$4,847,520.34	\$23,634.17
TOTAL ANTICIPATED FUNDS	\$19,632,915.94	\$3,910,716.83	\$1,099,240.83	\$1,029,490.83
TOTAL PROGRAMMED PROJECT(S) FUNDS	\$10,404,889.26	\$9,390,464.00	\$5,853,377.00	\$1,053,125.00
<i>Fiscal Year Remainder:</i>	\$13,138,743.51	\$4,847,520.34	\$23,634.17	\$0.00

Summary

Total Estimated Available Funds	\$26,701,855.26
Total of Programmed Project(s) on TIP	\$26,701,855.26
Remaining Funds	\$0.00

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type Reconstruction

Project Name Totem Trail Parking and Canoe Landing

Tribe's Project No TRAIL LOT

Length of Project 0 miles

Estimated Construction Year 2027

Preliminary Project Cost Estimate (25 CFR 170.41) \$100,000

Route(s)	Section(s)	Road Name(s)
1006		Totem Trail Parking Lot
1014		Totem Trail Canoe Landing

County/Borough

State

Add to Illustrative List ☐ Regionally Significant ☐

Fed Project No

Geospatial Coordinates 79

Begin Lat		Long	
End Lat		Long	

Anticipated Project Funding

Tribal Shares (\$100000); = TOTAL \$100,000.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$20,000	\$0	\$0	\$20,000
Construction	\$0	\$60,000	\$0	\$0	\$60,000
Construction Engineering	\$0	\$20,000	\$0	\$0	\$20,000
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$100,000	\$0	\$0	\$100,000

Comments

Design, permit and construct a dedicated parking area at the trailhead, including grading surfacing, drainage improvements, and signage and design permit and construct a canoe landing to support safe and reliable water access to the historic Whale House. Proposed beachfront improvements include rock work, fill placement, grading, aggregate surfacing, and signage and will be accessed directly from the parking lot also being improved as part of this project. This project is

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proposed in the OVK DOT 2025 LRTP.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type	New Construction		
Project Name	Kasaan to Goose Creek Access Road - Restoring Tribal Fish Passage through Barrier Removal		
Tribe's Project No	KAR: NOAA (FP)	Length of Project	0.2 miles
Estimated Construction Year	2026	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$5,028,001	0001	80, 100
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☐
Fed Project No		Geospatial Coordinates	
		Begin Lat	Long
		End Lat	Long

Anticipated Project Funding

Tribal Shares (\$30000); NOAA Fisheries - Tribal Fish Barrier Removal (\$4860464);	TOTAL
	\$4,890,464.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$156,463	\$0	\$0	\$0	\$156,463
Construction	\$1,129,269	\$1,129,268	\$2,258,537	\$0	\$4,517,074
Construction Engineering	\$54,231	\$54,232	\$108,464	\$0	\$216,927
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,339,963	\$1,183,500	\$2,367,001	\$0	\$4,890,464

Comments

This project is being developed through the NOAA Fisheries Restoring Tribal Fish Passage Through Barrier Removal Program. This program award proposes to progress the design/construction of eight identified fish barrier culverts along the Kasaan Access Road (KAR). Some OVK TTP funds have been included to help cover engineering costs. These barrier culverts are part of the overall 17.3 mile road reconstruction project. This project proposes to replace the barrier culverts with

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structures that meet current fish and aquatic organism passage design and permitting requirements. Construction will be accomplished for as many of the culverts as the funds will allow once design/permitting is completed. Some of these sites will require bridges in order to meet permitting requirements. During design analysis, those fish barrier locations that require bridges will be forwarded to the Tribal Transportation Bridge Program (TTBP) for funding. Funding provided through this NOAA Program is not adequate to cover the cost of constructing bridges. According to the final KAR project plans, the identified barrier culverts targeted for this program award approach are No's 131, 144, 187, 188, 189, 217, 336 and 368. Design is underway on all sites currently. Three sites, 144, 217, and 336 will require bridges. Construction of these barrier removal projects will be delivered by the OVK DOT through force account with subcontractors as needed. The difference in cost between PE Project Cost Estimate and Anticipated Project Funding is due to some funds already being spent in PE prior to FY 2026 and only the amount remaining beginning in FY2026 is being shown as available for this plan.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type	New Construction		
Project Name	DOT Facility Heated Vehicle Garage - Phase 2		
Tribe's Project No	DOT: Garage 2		
Estimated Construction Year	2027		
Preliminary Project Cost Estimate (25 CFR 170.41)	\$450,625		
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☐
Fed Project No			
Length of Project	0.01 miles		
Route(s)	Section(s)	Road Name(s)	
1011	10	DOT Facility Yard	
Geospatial Coordinates			
Begin Lat		Long	
End Lat		Long	

Anticipated Project Funding

Tribal Shares (\$450625);	=	TOTAL \$450,625.00
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ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$199,690	\$107,188	\$87,813	\$394,691
Construction Engineering	\$0	\$25,310	\$15,312	\$15,312	\$55,934
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$225,000	\$122,500	\$103,125	\$450,625

Comments

This is Phase 2 of a project to construct a 10 bay heated vehicle storage garage on the OVK DOT facility lot. This project will construct the second half of the 10 bay vehicle storage garage (5 bays). The project was designed and permitted in Phase one. The project is split into two Phases for construction with each Phase constructing half of the building (5 bays). Each Phase will have independent utility with Phase one being a completed structure with a common end wall where Phase

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2 construction will attach.

The intent of the project is to construct a heated vehicle garage on DOT Facility lot to protect and preserve DOT's fleet of vehicles and trucks from the detrimental long term effects of SE Alaska weather. There is currently no inside storage for trucks and vehicles which significantly increases the cost of maintenance and repairs and decreases the life of the vehicles and trucks due to rust and corrosion. Work will be performed by OVK force account with contracted engineering support for design and construction as needed.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type New Construction

Project Name DOT Storage Yard

Tribe's Project No DOT: Storage

Estimated Construction Year 2026

Preliminary Project Cost Estimate (25 CFR 170.41) \$290,000

County/Borough Prince of Wales-outer County

State AK

Add to Illustrative List ☐ Regionally Significant ☐

Fed Project No

Length of Project 0.01 miles

Route(s)	Section(s)	Road Name(s)
0001	10	Kasaan Access Road
0007	All	
0003	10-70	

Geospatial Coordinates				85
Begin Lat	0.000000000	Long	0.000000000	
End Lat	0.000000000	Long	0.000000000	

Anticipated Project Funding

Tribal Shares (\$290000); = **TOTAL** \$290,000.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$125,000	\$0	\$0	\$0	\$125,000
Construction	\$25,000	\$120,000	\$0	\$0	\$145,000
Construction Engineering	\$10,000	\$10,000	\$0	\$0	\$20,000
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$160,000	\$130,000	\$0	\$0	\$290,000

Comments

This project is being proposed to purchase property in the Village of Kasaan for a DOT Storage Yard for OVK DOT construction and maintenance equipment, vehicles, plants, materials and supplies. The project will acquire property and improve the property by constructing a fence around new yard, constructing a large lot with shot rock base and crushed aggregate surfacing, roofed equipment and materials storage sheds, and access road with gate for lot security. PE Phase will be for property

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acquisition, lot survey, design and permitting of new yard. Construction Phase will be to improve the property for the intended purpose. This project has been identified as a need in the OVK Long Range Transportation Plan and the new yard will be located directly adjacent to a roadway already within the OVK DOT NTTFI.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type	PS&E Only		
Project Name	Kasaan Access Road Bridge 594+48		
Tribe's Project No	KAR: 6.08 (B)	Length of Project	0.25 miles
Estimated Construction Year	2027	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$35,000	0001	100
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List ☐	Regionally Significant ☐	Geospatial Coordinates	
Fed Project No		Begin Lat	Long
		End Lat	Long

Anticipated Project Funding

TTP Bridge Program (\$35000);	=	TOTAL \$35,000.00
-------------------------------	---	-----------------------------

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$25,000	\$10,000	\$0	\$0	\$35,000
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$25,000	\$10,000	\$0	\$0	\$35,000

Comments

PE work to complete final design of the new bridge to produce a final PS&E package with environmental permits to submit to the TTP BP for construction funding. This bridge will replace a large culvert that is a fish barrier for anadromous fish species, including listed salmon, of high importance to the Tribe for cultural and subsistence purposes. The replacement of this culvert with a bridge is necessary to meet the aquatic habitat fish passage design criterion required for the

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environmental permits. The project will include transition roadway as required for a new roadway alignment and elevation difference of the new bridge. This new bridge in a new location and will require a re-sectioning of the OVK DOT NTTFI for Route 0001 Section 100 when complete. The estimated cost of the construction and construction engineering for this new bridge is \$1,450,000 and will be a large multiplate arch or box structure on concrete foundation with headwalls. Construction is anticipated to begin in FY 2027. This project is identified in the Tribe's 2025 LRTP.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type	New Construction		
Project Name	Kasaan Access Road Bridge 233+60 - Tolstoi Creek		
Tribe's Project No	KAR: 12.91 (B)	Length of Project	0.27 miles
Estimated Construction Year	2024	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$5,838,578	0001	20
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List ☐	Regionally Significant ☐	Geospatial Coordinates	
Fed Project No		Begin Lat	Long
		End Lat	Long

Anticipated Project Funding

TTP Bridge Program (\$3195853);	=	TOTAL \$3,195,853.00
---------------------------------	---	--------------------------------

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$1,392,753	\$1,392,753	\$0	\$0	\$2,785,506
Construction Engineering	\$205,174	\$205,173	\$0	\$0	\$410,347
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,597,927	\$1,597,926	\$0	\$0	\$3,195,853

Comments

Construct new bridge and transition roadway for new roadway alignment, curve reduction and elevation difference of new structure. Project is fully designed and permitted. PE and CN funds are for contract development, ad, bid and award and professional engineering services for OVK force account work and contracted services to complete the construction of the bridge project. This project has been in construction

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since 2024 with the bridge foundation and roadway realignment work being completed to date.

Note: PE cost estimate above is the actual original cost estimate from 2023 which has not changed. The anticipated project funding entering into this updated TTIP is that amount remaining unspent at the beginning of FFY 2026, this is why these two numbers do not match.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

UNOFFICIAL

Project Type

Reconstruction

Project Name

Kasaan Access Road Killer Hill Realignment Project

Tribe's Project No

KAR: 11.65-12.08 (S)

Estimated Construction Year

2024

Preliminary Project Cost Estimate (25 CFR 170.41)

\$1,550,000

County/Borough

Prince of Wales-outer County

State

AK

Length of Project

0.43

miles

Route(s)

0001

Section(s)

30

Road Name(s)

Kasaan Access Road

Geospatial Coordinates

Begin Lat

Long

End Lat

Long

91

Add to Illustrative List

Regionally Significant

Fed Project No

Anticipated Project Funding

Tribal Shares (\$253286); TTP Safety Fund (\$330003.2);

=

TOTAL
\$583,289.20

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$510,378	\$0	\$0	\$0	\$510,378
Construction Engineering	\$72,911	\$0	\$0	\$0	\$72,911
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$583,289	\$0	\$0	\$0	\$583,289

Comments

This Safety Project will provide both veritcal and horizontal realignment of the Kasaan Access Road between approved project PS&E Engineer's Station 277+00 and 300+00 and will widen the road to two lanes plus shoulders, add guardrail, flatten slopes, and generally improve the overall safety of this section of road. This project began construction in 2024 and will be completed in 2026.

Note: PE cost estimate above is the actual overall cost estimate for the project. The anticipated project funding entering into this updated TTIP is that amount remaining unspent at the beginning of FFY 2026, this is why these two number do not match.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type	PS&E Only		
Project Name	Kasaan Access Road Bridge 849+23		
Tribe's Project No	KAR: 1.25 (B)	Length of Project	0.2 miles
Estimated Construction Year	2027	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$75,000	0001	100
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List ☐	Regionally Significant ☐	Geospatial Coordinates	
Fed Project No		Begin Lat	Long
		End Lat	Long

Anticipated Project Funding

TTP Bridge Program (\$75000);	=	TOTAL \$75,000.00
-------------------------------	---	-----------------------------

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$55,000	\$20,000	\$0	\$0	\$75,000
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$55,000	\$20,000	\$0	\$0	\$75,000

Comments

PE work to complete final design of the new bridge to produce a final PS&E package with environmental permits to submit to the TTP BP for construction funding. This bridge will replace a large culvert that is a fish barrier for anadromous fish species, including listed salmon, of high importance to the Tribe for cultural and subsistence purposes. The replacement of this culvert with a bridge is necessary to meet the aquatic habitat fish passage design criterion required for the

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environmental permits. The project will include transition roadway as required for a new roadway alignment and elevation difference of the new bridge. This new bridge in a new location and will require a re-sectioning of the OVK DOT NTTFI for Route 0001 Section 100 when complete. The estimated cost of the construction and construction engineering for this new bridge is \$1,450,000 and will be a large multiplate arch or box structure on concrete foundation with headwalls. This project is anticipated to begin construction in FY 2027. This project is identified in the Tribe's 2025 LRTP.

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Organized Village of Kasaan
Tribal Transportation Program
2026 Transportation Improvement Program
Project Details Listing

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Project Type	PS&E Only		
Project Name	Kasaan Access Road Bridge 402+62		
Tribe's Project No	KAR: 9.71 (B)	Length of Project	0.25 miles
Estimated Construction Year	2027	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$35,000	0001	80
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☐
Fed Project No			

Route(s)	Section(s)	Road Name(s)
0001	80	Kasaan Access Road

Geospatial Coordinates			
Begin Lat		Long	
End Lat		Long	

Anticipated Project Funding

TTP Bridge Program (\$35000);	=	TOTAL \$35,000.00
-------------------------------	---	-----------------------------

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$25,000	\$10,000	\$0	\$0	\$35,000
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$25,000	\$10,000	\$0	\$0	\$35,000

Comments

PE work to complete final design of the new bridge to produce a final PS&E package with environmental permits to submit to the TTP BP for construction funding. This bridge will replace a large culvert that is a fish barrier for anadromous fish species, including listed salmon, of high importance to the Tribe for cultural and subsistence purposes. The replacement of this culvert with a bridge is necessary to meet the aquatic habitat fish passage design criterion required for the

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environmental permits. The project will include transition roadway as required for a new roadway alignment and elevation difference of the new bridge. This new bridge in a new location and will require a re-sectioning of the OVK DOT NTTFI for Route 0001 Section 80 when complete. The estimated cost of the construction and construction engineering for this new bridge is \$1,450,000 and will be a large multiplate arch or box structure on concrete foundation with headwalls. This project is anticipated to begin construction in FY 2027. This project is identified in the Tribe's 2025 LRTP.

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Project Type	Reconstruction		
Project Name	Kasaan to Goose Creek Access Road - MP 0.0 to MP 5.4		
Tribe's Project No	KAR: 0.0-5.4 R	Length of Project	5.4 miles
Estimated Construction Year	2028	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$23,409,539	0001	100
County/Borough	Prince of Wales- outer County		
State	AK		
Add to Illustrative List	☒	Regionally Significant	☐
Fed Project No			

Route(s)	Section(s)	Road Name(s)
0001	100	Kasaan Access Road

Geospatial Coordinates			
Begin Lat		Long	
End Lat		Long	

Anticipated Project Funding

USDOT RAISE/BUILD Program (\$23409539); **TOTAL** = \$23,409,539.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$10,542,940	\$10,542,940	\$21,085,880
Construction Engineering	\$0	\$0	\$1,161,829	\$1,161,830	\$2,323,659
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$11,704,769	\$11,704,770	\$23,409,539

Comments

This project will complete the construction and paving of the first 5.4 miles of the Kasaan Access Road to the City of Thorne Bay Southside Subdivision Road. This is the most travelled section of the entire road and is in the worst condition. Anticipated funding provided from the USDOT RAISE/BUILD Program. The project will be delivered by OVK.

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Project Type	Reconstruction		
Project Name	Kasaan Access Road - Kasaan to Goose Creek		
Tribe's Project No	KAR: 0.0 - 17.33 (R)	Length of Project	17.33 miles
Estimated Construction Year	2028	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$50,000,000	0001	All
County/Borough	Prince of Wales - outer-County		Road Name(s)
State	AK		Kasaan Access Road
Add to Illustrative List ☒	Regionally Significant ☐		
Fed Project No			

Geospatial Coordinates	
Begin Lat	Long
End Lat	Long

Anticipated Project Funding

USDOT Large Grant Program - INFRA/BUILD/BIL (\$50000000);

TOTAL
= \$50,000,000.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$1,375,000	\$0	\$1,375,000
Construction	\$0	\$0	\$21,273,437	\$21,273,438	\$42,546,875
Construction Engineering	\$0	\$0	\$3,039,062	\$3,039,063	\$6,078,125
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$25,687,499	\$24,312,501	\$50,000,000

Comments

This 17.33 mile project is being constructed in multiple phases over many years as funding can be secured. This illustrative project envisions a large grant to provide the remaining construction funds to construct various elements at various locations between MP 0.0 and MP 17.33 to complete the project per FHWA approved plans, specifications, and estimates and environmental permits.

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Project Type Administration

Project Name Administration

Tribe's Project No

Estimated Construction Year

Preliminary Project Cost Estimate (25 CFR 170.41) \$0

County/Borough Prince of Wales-outer County

State AK

Add to Illustrative List ☐ Regionally Significant ☐

Fed Project No

Length of Project 0 miles

Route(s)	Section(s)	Road Name(s)

Geospatial Coordinates				99
Begin Lat	0.000000000	Long	0.000000000	
End Lat	0.000000000	Long	0.000000000	

Anticipated Project Funding

Tribal Shares (\$1430000); = **TOTAL** \$1,430,000.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$380,000	\$350,000	\$350,000	\$350,000	\$1,430,000
TOTAL	\$380,000	\$350,000	\$350,000	\$350,000	\$1,430,000

Comments

Management, organization and administration of the DOT programs and facilities, includes wages for the Transportation Director and administrative staff, contracted services, office supplies and related administrative expenses.

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Project Type	New Construction		
Project Name	DOT Facility Heated Vehicle Garage - Phase 1		
Tribes's Project No	DOT: Garage 1		
Estimated Construction Year	2026		
Preliminary Project Cost Estimate (25 CFR 170.41)	\$620,000		
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☐
Fed Project No			
Length of Project	0.01 miles		
Route(s)	Section(s)	Road Name(s)	
1011	10	DOT Facility Yard	
Geospatial Coordinates			
Begin Lat		Long	
End Lat		Long	

Anticipated Project Funding

Tribal Shares (\$559921.19);	=	TOTAL \$559,921.19
------------------------------	---	------------------------------

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$320,494	\$169,530	\$0	\$0	\$490,024
Construction Engineering	\$45,679	\$24,218	\$0	\$0	\$69,897
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$366,173	\$193,748	\$0	\$0	\$559,921

Comments

Design and permit a project that will construct a 10 bay heated vehicle storage garage on the OVK DOT facility lot. The project is split into 2 Phases for construction with each Phase constructing half of the building (5 bays). Each Phase will have independent utility with Phase one being a completed structure with a common end wall where Phase 2 construction will attach. The design and permitting is complete and Phase 1 is under construction. Note: PE cost estimate above is the actual

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overall cost estimate for the project. The anticipated project funding in this updated TTIP is that amount remaining unspent at the beginning of FFY 2026, this is why these two number do not match.

The intent of the project is to construct a heated vehicle garage on DOT Facility lot to protect and preserve DOT's fleet of vehicles and trucks from the detrimental long term effects of SE Alaska weather. There is currently no inside storage for trucks and vehicles which significantly increases the cost of maintenance and repairs and decreases the life of the vehicles and trucks due to rust and corrosion. Work is being performed by OVK force account with contracted engineering support for design and construction as needed.

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Project Type Maintenance

Project Name Maintenance

Tribe's Project No

Estimated Construction Year

Preliminary Project Cost Estimate (25 CFR 170.41) \$0

County/Borough Prince of Wales-outer County

State AK

Add to Illustrative List ☐ Regionally Significant ☐

Fed Project No

Length of Project 0 miles

Route(s)	Section(s)	Road Name(s)

Geospatial Coordinates				102
Begin Lat	0.000000000	Long	0.000000000	
End Lat	0.000000000	Long	0.000000000	

Anticipated Project Funding

Tribal Shares (\$1850000); = **TOTAL** \$1,850,000.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$500,000	\$450,000	\$450,000	\$450,000	\$1,850,000
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$500,000	\$450,000	\$450,000	\$450,000	\$1,850,000

Comments

Funding used for DOT maintenance and operations staff salaries and wages, insurance, supplies, maintenance and repair costs for vehicles and equipment, routine maintenance on OVK DOT facilities and roads on the NTTFI, purchase of new vehicles and equipment, equipment payments (for approved equipment), not to exceed \$500,000 TTP funds in any fiscal year.

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Project Type

Project Name

Tribe's Project No

Length of Project miles

Estimated Construction Year

Preliminary Project Cost
Estimate ([25 CFR 170.41](#))

County/Borough

State

Add to Illustrative List ☐ Regionally Significant ☐

Fed Project No

Route(s)	Section(s)	Road Name(s)

Geospatial Coordinates				103
Begin Lat	0.000000000	Long	0.000000000	
End Lat	0.000000000	Long	0.000000000	

Anticipated Project Funding

Tribal Shares (\$270000); = **TOTAL**

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$50,000	\$120,000	\$50,000	\$50,000	\$270,000
TOTAL	 \$50,000 	 \$120,000 	 \$50,000 	 \$50,000 	 \$270,000

Comments

OVK DOT provides transit service from Kasaan to Craig and Klawock weekly and these funds provide for driver labor, vehicle fuel, vehicle maintenance, vehicle repairs, and other transit related fees and expenses. Estimated costs for ongoing transit costs is approximately \$50,000 per year. The additional \$70,000 programmed for 2027 is to contribute towards cost of a new transit vehicle (bus or van) since the wear and tear of the long and very rough Kasaan Access Road has

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taken its toll on the current van and maintenance costs are beginning to rise as it nears the end of its reliable useful life. Other funding sources such as the Tribal FTA may be sought to cost share with OVK Transit Program in the purchase of a new vehicle.

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Project Type New Construction

Project Name Kasaan Access Road Bridge 452+25 - Loon Creek

Tribe's Project No KAR: 8.76 (B)

Estimated Construction Year 2025

Preliminary Project Cost \$4,489,824
Estimate (25 CFR 170.41)

County/Borough Prince of Wales-outer County

State AK

Add to Illustrative List ☐ Regionally Significant ☐

Fed Project No

Length of Project 0.46 miles

Route(s)	Section(s)	Road Name(s)
0001	90	0.46

Geospatial Coordinates				105
Begin Lat		Long		
End Lat		Long		

Anticipated Project Funding

TTP Bridge Program (\$3022528.87); = **TOTAL**
\$3,022,528.87

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$1,762,837	\$871,600	\$0	\$0	\$2,634,437
Construction Engineering	\$259,692	\$128,400	\$0	\$0	\$388,092
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,022,529	\$1,000,000	\$0	\$0	\$3,022,529

Comments

Construction of this project began in 2025 and the majority of the project will be completed in 2026 with only the final roadway surfacing work remaining to be completed in 2027. Note: PE cost estimate above is the actual original cost estimate from 2023 which has not changed. The anticipated project funding in this updated TTIP is that amount remaining unspent at the beginning of FFY 2026, this is why these two number do not match. Project purpose: Construct new bridge

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and transition roadway required for new roadway alignment, curve reduction, grade reduction, and elevation difference of new bridge surface. Project is fully designed and permitted. PE and CN funds are for construction contract development, ad, bid and award and professional engineering services for OVK force account work and contracted services to complete the construction of the bridge project.

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Project Type	PS&E Only		
Project Name	Tincum Creek Pedestrian Crossing		
Tribe's Project No	YS50 (B)	Length of Project	0.01 miles
Estimated Construction Year		Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$250,000	1001	60
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☒	Geospatial Coordinates	
Regionally Significant	☐	Begin Lat	Long
Fed Project No		End Lat	Long

Anticipated Project Funding

Fish Barrier Removal Funding (\$250000);	=	TOTAL \$250,000.00
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ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$250,000	\$0	\$250,000
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$250,000	\$0	\$250,000

Comments

Construct new pedestrian crossing structure over Tincum Creek in Kasaan. Preliminary Engineering funding for new bridge or large culvert design and permitting is shown above and construction estimate for this project is \$1,000,000 for Construction and \$150,000 for Construction Engineering.

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Project Type	Reconstruction		
Project Name	Kasaan Access Road		
Tribe's Project No	KAR: 0.65 - 2.05 (R)		
Estimated Construction Year	2026		
Preliminary Project Cost Estimate (25 CFR 170.41)	\$2,854,250		
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☒
Fed Project No			
Length of Project	2 miles		
Route(s)	Section(s)	Road Name(s)	
0001	100	Kasaan Access Road	
Geospatial Coordinates			
Begin Lat		Long	
End Lat		Long	

Anticipated Project Funding

Tribal Shares (\$474625); FLAP Award (\$2309875); Local Match -City of Thorne Bay (\$69750);

TOTAL
= \$2,854,250.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$322,344	\$1,120,328	\$1,120,328	\$0	\$2,563,000
Construction Engineering	\$41,250	\$125,000	\$125,000	\$0	\$291,250
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$363,594	\$1,245,328	\$1,245,328	\$0	\$2,854,250

Comments

This 1.4 mile project is proposed to improve the road between MP 0.65 and MP 2.05 of the overall 17.33 mile project between 2026 and 2029. Construction administration and engineering efforts will begin in 2026 to refresh permits, prepare contracts and procurements, prepare SWPPP, notify landowners, secure staging areas, acquire construction easements and prepare for beginning of on the ground construction in FY2027. The construction will complete most elements of the

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FHWA approved plans, specifications, estimates and environmental permits for the project, such as clearing and grubbing, roadway widening, roadway realignment, drainage ditches and culverts, retaining walls, guardrails, roadway base, roadway surfacing and signing. This project does not include pavement, striping, recessed pavements markers and other finish type work due to insufficient funding for these items.

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Project Type	Planning		
Project Name	Planning		
Tribes's Project No			
Estimated Construction Year			
Preliminary Project Cost Estimate (25 CFR 170.41)	\$0		
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☐
Fed Project No			
Length of Project	0 miles		
Route(s)	Section(s)	Road Name(s)	
Geospatial Coordinates			
Begin Lat	0.000000000	Long	0.000000000
End Lat	0.000000000	Long	0.000000000

Anticipated Project Funding

Tribal Shares (\$408047.08); TTP Transportation Planning Set-aside (\$91952.92);	=	TOTAL \$500,000.00
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ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$0	\$0	\$0	\$0	\$0
Non-Construction	\$200,000	\$100,000	\$100,000	\$100,000	\$500,000
TOTAL	\$200,000	\$100,000	\$100,000	\$100,000	\$500,000

Comments

Training fees, travel costs, registration fees for DOT staff, Finance Manager and Tribal Administrator; traffic counters; various distance measuring equipment/survey devices; planning support software/programs, LRTP/Inventory updates; TTIP updates; TTP Safety Plan updates; grant funding application preparation and other transportation planning related services.

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Project Type	New Construction		
Project Name	Kasaan Access Road Bridge 312+30 - Tolstoi Creek		
Tribe's Project No	KAR: 11.42 (B)	Length of Project	0.45 miles
Estimated Construction Year	2024	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$11,237,693	0001	40
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List	☐	Regionally Significant	☐
Fed Project No			

Route(s)	Section(s)	Road Name(s)
0001	40	Kasaan Access Road

Geospatial Coordinates			
Begin Lat		Long	
End Lat		Long	

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Anticipated Project Funding

TTP Bridge Program (\$3587096);	TOTAL
	\$3,587,096.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$1,089,500	\$1,018,506	\$1,018,506	\$0	\$3,126,512
Construction Engineering	\$160,500	\$150,042	\$150,042	\$0	\$460,584
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,250,000	\$1,168,548	\$1,168,548	\$0	\$3,587,096

Comments

Construction on this bridge project began in FY 2024. The roadway realignment corridor has been constructed and 80% of the bridge foundation work is complete. All materials have been procured with bridge steel superstructure being fabricated and delivered in 2026. A Change Order was approved in 2026 for \$416,351 to upgrade the design of a culvert within the project limits due to environmental permitting requirements for fish passage not in place at the start of construction.

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Bridge foundation work will be completed in 2026, bridge superstructure will be completed in 2027 and final roadway surfacing will be completed in 2028. Note: PE cost estimate above is the original cost estimate from 2023 plus the amount of Change Order No. 1, the anticipated project funding in this updated TTIP is that amount remaining unspent at the beginning of FFY 2026, this is why these two number do not match. Project purpose: Construct new bridge and transition roadway required for new roadway alignment, curve reduction and elevation of new creek crossing location. Project is fully designed and permitted. PE and CN funds are for construction contract development, ad, bid and award professional engineering services for OVK force account work and contracted services to complete the construction of the bridge project.

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Project Type	Reconstruction		
Project Name	Kasaan Access Road Alignment and Safety Upgrades 879+00 to 899+00		
Tribe's Project No	KAR: 0.30-0.65 (S)	Length of Project	0.35 miles
Estimated Construction Year	2027	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$1,341,331	0001	100
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List ☒	Regionally Significant ☐	Geospatial Coordinates	
Fed Project No		Begin Lat	Long
		End Lat	Long

Anticipated Project Funding

TTP Safety Fund (\$1341331);	TOTAL
	\$1,341,331.00

ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$82,122	\$27,374	\$0	\$0	\$109,496
Construction	\$0	\$1,094,964	\$0	\$0	\$1,094,964
Construction Engineering	\$0	\$136,871	\$0	\$0	\$136,871
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$82,122	\$1,259,209	\$0	\$0	\$1,341,331

Comments

This Kasaan Road Alignment & Safety Upgrades Project (Sta 879+00 to 899+00) will reconstruct approximately 1,850 feet of a dangerous segment of the Kasaan Access Road(KAR). A Tribal Transportation Program Safety Fund (TTPSF) award will support reconstruction of this winding, narrow roadway through realignment of a major intersection; lowering of crests and filling of sag vertical curves; widening to two lanes with shoulders; correction of extreme horizontal curves to a consistent

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design standard; and establishment of proper cross slope and superelevation to address poor geometry and limited sight distances. This project will address another phase of a larger, fully designed and permitted project that the Organized Village of Kasaan (OVK) has methodically advanced through years of planning and prior investments from multiple funding sources, including the TTPSF. Completing this particularly hazardous section will correct some of the most significant remaining safety deficiencies along the 17.3-mile corridor and advance the Tribe's, and the broader Prince of Wales Island's, highest-priority surface transportation improvement project.

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Project Type	New Construction		
Project Name	Tolstoi Bay Access Road Bridge - MP 0.1		
Tribe's Project No	TBAR: 0.1 (B)	Length of Project	0.35 miles
Estimated Construction Year	2025	Route(s)	Section(s)
Preliminary Project Cost Estimate (25 CFR 170.41)	\$4,285,000	0002	20
County/Borough	Prince of Wales-outer County		
State	AK		
Add to Illustrative List ☐	Regionally Significant ☐	Geospatial Coordinates	
Fed Project No	E092380010	Begin Lat	Long
		End Lat	Long

Anticipated Project Funding

TTP Bridge Program (\$2972828);	=	TOTAL \$2,972,828.00
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ACTIVITY	2026	2027	2028	2029	TOTAL
Preliminary Engineering	\$0	\$0	\$0	\$0	\$0
Construction	\$1,295,559	\$1,295,559	\$0	\$0	\$2,591,118
Construction Engineering	\$190,855	\$190,855	\$0	\$0	\$381,710
Non-Construction	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,486,414	\$1,486,414	\$0	\$0	\$2,972,828

Comments

Construction started in 2025. The roadway realignment is constructed and the bridge foundation is complete. All materials have been procured and the steel superstructure is being fabricated and will be delivered in 2026 and set. Final bridge and roadway surfacing work will be completed in 2027. Note: PE cost estimate above is the actual original cost estimate from 2023 which has not changed. The anticipated project funding in this updated TTIP is that amount remaining unspent at

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the beginning of FFY 2026, this is why these two number do not match. Project purpose: Design and construct a new bridge and transition roadway required for new roadway alignment, curve reduction, grade reduction, and elevation difference of a new bridge surface. PE work will include survey, geotechnical exploration, environmental permitting, right of way, and design of the new bridge and roadway transitions to produce a final PS&E package for TTP BP for construction funding. Construction funding will be used to construct the new bridge using OVK tribal forces and equipment to complete the construction of the new bridge.

BB 9323 Meeting Conduct

The School Board desires to conduct its meetings effectively and efficiently. All Board meetings shall begin on time and shall be guided by an agenda prepared and delivered in advance to all Board members and other designated persons.

Parliamentary Procedure

Board meetings shall be conducted by the president in a manner consistent with adopted Board bylaws and generally accepted parliamentary procedures.

Quorum

A majority of the number of filled positions on the Board constitutes a quorum.

Unless otherwise provided by law, affirmative votes by a majority of the Board's membership are required to approve any action under consideration, regardless of the number of members present.

Abstentions

The Board recognizes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. A member may only abstain due to a publicly declared conflict of interest. When a member abstains because of a conflict of interest, the abstention shall be considered to concur with the action taken by the majority of those who vote, whether affirmatively or negatively.

(cf. 9270 - Conflict of Interest)

Public Participation

Because the Board has a responsibility to conduct district business in an orderly and efficient way, the following procedures shall regulate public presentations to the Board.

1. The Board shall give members of the public an opportunity to address the Board either before or during the Board's consideration of each agenda item.
2. At a time so designated on the agenda, members of the public also may bring before the Board matters that are not listed on the agenda of a regular meeting. The Board may refer such a matter to the Superintendent or designee or take it under advisement. The matter may be placed on the agenda of a subsequent meeting for action or discussion by the Board.
3. A person wishing to be heard by the Board shall first be recognized by the president. They shall then identify themselves and proceed to comment as briefly as the subject permits.
4. The President may establish rules to govern the procedure whereby persons address the Board.
5. With Board consent, the president may modify the time allowed for public presentation or may rule on the appropriateness of a topic. If the topic would be more suitably addressed at a later time, the president may indicate the time and place when it should be presented.
6. No oral presentation shall include charges or complaints against any employee of the Board, including the Superintendent, regardless of whether or not the employee is identified by name or by another reference which tends to identify. Charges or complaints against employees must be submitted to the Board under the provisions of Board policy and administrative regulations related to such complaints.

(cf. 1312.I - Complaints Concerning School Personnel)

(cf. 9312 - Executive Sessions)

7. No disturbance or willful interruption of any Board meeting shall be permitted. Persistence, by an individual or group, shall be grounds for the chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared if necessary.

(cf. 9320 - Meetings)

(cf. 9322 - Agenda/Meeting Materials)

Legal Reference:

ALASKA STATUTES

[29.20.020](#) *Meetings public*

Review 1/04, 1/05

Revised 6/11

Adoption Date: 04/09/98

Southeast Island School District
