

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF ALASKA STATE TROOPERS



VILLAGE PUBLIC SAFETY OFFICER PROGRAM GRANT
TO

FOR STATE FISCAL YEAR 2020

TABLE OF CONTENTS

| | |
|--|----------|
| TABLE OF CONTENTS..... | 1 |
| VILLAGE PUBLIC SAFETY OFFICER PROGRAM GRANT RECITALS | 2 |
| <u>A. GENERAL PROVISIONS</u> | |
| 1.0 DEFINITIONS | 3 |
| 2.0 LIMITATION | 4 |
| 3.0 TERM AND TERMINATION | 4 |
| 4.0 ASSIGNMENT AND DELEGATION | 4 |
| 5.0 NO REIMBURSEMENT FOR ADDITIONAL SERVICES..... | 4 |
| 6.0 NO EMPLOYMENT RELATIONSHIP | 4 |
| 7.0 COMPLIANCE WITH LAWS | 4 |
| 8.0 INSPECTION OF PREMISES, RECORDS, AND REPORTS | 5 |
| 9.0 RETENTION OF RECORDS | 5 |
| 10.0 DISPUTE RESOLUTION | 5 |
| 11.0 NOTICES | 6 |
| <u>B. SCOPE OF WORK</u> | |
| 1.0 RESPONSIBILITIES OF GRANTEE | 7 |
| 2.0 RESPONSIBILITIES OF THE DEPARTMENT | 9 |
| 3.0 EQUIPMENT..... | 10 |
| 4.0 MOTORIZED VEHICLES AND OTHER CONVEYANCES | 11 |
| 5.0 REPLACEMENT AND DISPOSAL OF MOTORIZED VEHICLES AND OTHER CONVEYANCES | 12 |
| <u>C. INDEMNIFICATION AND INSURANCE</u> | |
| 1.0 INDEMNIFICATION..... | 13 |
| 2.0 INSURANCE..... | 13 |
| <u>D. GRANT FUNDS</u> | |
| 1.0 GRANT AWARD AMOUNT | 14 |
| 2.0 PAYMENTS | 14 |
| 3.0 REPORTING REQUIREMENTS | 15 |
| 4.0 BUDGET MODIFICATIONS | 15 |
| 5.0 GENERAL STIPULATIONS RELATING TO GRANT FUNDS | 16 |
| <u>E. AMENDMENTS</u> | |
| 1.0 AMENDMENTS | 17 |

APPENDICES

- Village Public Safety Officer Salary Schedules
- Probation and Parole
- Standard Operating Procedures
- Village Public Safety Officer Program Statutes 18.65.670 & 18.65.680 and Regulations (13 AAC 96.010 – 13 AAC 96.900)
- Audit Requirements (2 AAC 45.010)
- Unlawful Employment Practices; Exception (AS 18.80.220)

State of Alaska

Department of Public Safety

Village Public Safety Officer Program Grant RECITALS

- 1.1 This Grant is made by the State of Alaska, Department of Public Safety, Division of Alaska State Troopers (“the Department”) to the _____, a nonprofit regional corporation or municipality (“the Grantee”) (individually, a “Party” and, collectively, “the Parties”).
- 1.2 The Department is authorized to make this Grant pursuant to AS 36.30 and a delegation of Departmental Purchasing Authority by the Commissioner of Administration to the Commissioner of Public Safety.
- 1.3 The Grantee is a nonprofit regional corporation or municipality qualified to accept this Grant pursuant to AS 18.65.670.

The Parties agree to the following terms and conditions of this Grant, including Appendices A, B, C, D, E and F.

STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY

GRANTEE

Barry Wilson
Director, Division of Alaska State Troopers

President, CEO

Date

Date

DEPARTMENT OF CORRECTIONS

Jen Winkelman
Director, Division of Probation and Parole

Date

A. GENERAL PROVISIONS

1.0 Definitions

- 1.1 In this Grant Agreement, unless the context requires otherwise,
- 1.1.1 “Commissioner” means the Commissioner of the Department of Public Safety;
 - 1.1.2 “Grantee” or “Nonprofit Regional Corporation” means the Nonprofit or Borough, formed under Alaska law for the benefit of the people of a specific geographic or cultural region of the state;
 - 1.1.3 “Department” means the Department of Public Safety (DPS);
 - 1.1.4 “Alaska State Trooper Command Staff” or “AST” means commissioned members of the Alaska State Troopers;
 - 1.1.5 “DPS VPSO Program Director” means the Alaska State Trooper Commander over the VPSO Program;
 - 1.1.6 “DPS VPSO Training Manager” means the Alaska State Trooper Sergeant over the VPSO Program;
 - 1.1.7 Oversight Trooper – Regional Trooper assigned to the village supporting said VPSO;
 - 1.1.8 Trooper Support – Regional Trooper assigned to the VPSO Program to assist VPSO’s, communities, and the VPSO Coordinator to administer the VPSO Program;
 - 1.1.9 “Governing body” means the elected city council, tribal council, or elders council that the state recognizes as having governmental functions;
 - 1.1.10 “Grantee’s region” or “its region” means the participating villages that are located within the region that the grantee serves;
 - 1.1.11 “VPSO” means a person employed by the Grantee as a Village Public Safety Officer under 13 AAC 96.080—120 and this Grant;
 - 1.1.12 “VPSO Program” means the Village Public Safety Officer Program established under AS 18.65.670;
 - 1.1.13 “VPSO Coordinator” means a person employed by the Grantee who supervises the VPSOs and manages the VPSO Grant;
 - 1.1.14 “Work-week” as defined by an employer’s written personnel policies;
 - 1.1.15 “SOP” is defined as the VPSO Standard Operating Procedures.
 - 1.1.16 “Scope of Work” is defined as the Appointment, Training, Supervising and retaining of persons to serve as VPSOs that provide the protection of life and property in rural areas and provide probation and parole supervision.

A. GENERAL PROVISIONS

2.0 Limitation

- 2.1 If any section of this Grant Agreement is inconsistent with any applicable state statute or regulation, the state statute or regulation supersedes the section of this Grant Agreement.

3.0 Term and Termination

- 3.1 The term of this Grant begins July 1, 2019 and ends June 30, 2020.
- 3.2 The term of this Grant may be extended for additional periods by the written agreement of the Parties.
- 3.3 The Department may terminate this Grant, in whole or in part, in accordance with 13 AAC 96.060, or Section D of this Grant.
- 3.4 In the event of termination, the Department is liable to the Grantee for payment for services rendered by the Grantee up to the effective date of termination.
- 3.5 The Grantee may terminate this grant upon 60 days written notice provided to the State pursuant to Section 11.0 herein.

4.0 Assignment and delegation

- 4.1 This Grant may not be assigned by either Party nor may the duties, rights or responsibilities of either Party under this Grant be delegated to any third party without the prior written consent of the other Party.

5.0 No reimbursement for additional services

- 5.1 The Grantee is not entitled to reimbursement for additional services not specifically identified in this Grant, unless the Department approves those services in writing or by electronic mail before the services are provided.
- 5.2 The Department may require the Grantee to present documentation of the costs of additional services as a condition of reimbursement.
- 5.3 The Grantee is under no obligation to provide additional services not specifically identified in this Grant unless the Department has funding available to pay for those services and agrees to do so as provided in paragraph 5.1.

6.0 No employment relationship

- 6.1 The Grantee and its officers, agents and employees, including VPSOs, are not employees of the Department or the State of Alaska.

7.0 Compliance with laws

- 7.1 The Grantee and its officers, agents and employees shall comply with all applicable federal and state laws, rules and regulations during the performance of services funded by this Grant, including, but not limited to, those related to taxes and the following:

- AS 18.65.670, Village Public Safety Officers Program;
 - 13 AAC 96, Village Public Safety Officer Program;
 - 2 AAC 45.010, State of Alaska Audit Requirements;
 - AS 18.80.200, Unlawful Employment Practices;

A. GENERAL PROVISIONS

8.0 Inspection of premises, records, and reports

- 8.1 The Department may inspect in cooperation with the Grantee, with reasonable notice and during normal business hours, the Grantee's facilities used in performing this Grant, its records relating to this Grant, and its activities under this Grant, including but not limited to: policies and procedures and internal controls related to VPSO grant activities.

9.0 Retention of records

- 9.1 Financial records, supporting documents, and all other records pertinent to this Grant shall be retained by the Grantee for a period of three years from the date of submission of the final expenditure report, with the following qualifications:
- 9.2 If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 9.3 The Department shall maintain the security of all records provided to the Department by the Grantee.
- 9.4 The Department will make available emails sent and received by grantee employees in the state system upon request for work related processes such as; discipline, litigation, lawsuits, etc.

10.0 Dispute resolution

- 10.1 Any dispute relating to this Grant that is not resolved by mutual agreement shall be submitted to the Director of the Division of Alaska State Troopers. The Director's decision shall be in writing and shall be issued within 10 days of the date the dispute is submitted.
- 10.2 The Grantee may appeal the Director's decision in writing to the Commissioner within 30 days from the date of receipt of the Director's decision. Pending the Commissioner's decision, the Grantee will continue to perform services under this Grant in accordance with the Director's decision.
- 10.3 The Commissioner shall issue a written decision within 30 days of the date the appeal is submitted. The Commissioner's decision is the final administrative decision of the Department and may be appealed in accordance with applicable court rules.
- 10.4 The Trial Courts for the State of Alaska, Third Judicial District at Anchorage, shall have jurisdiction and venue over an appeal of a decision by the Commissioner.
- 10.5 The provisions of this Grant shall be construed in accordance with the laws of the State of Alaska.

A. GENERAL PROVISIONS

11.0 Notices

11.1 All notices required to be given under this Grant shall be delivered to the Parties at the following addresses:

11.1.1 For the Department, the VPSO Program Director:

Andrew Merrill, Commander
DPS VPSO Program Director
Division of Alaska State Troopers
5700 E. Tudor Road
Anchorage, Alaska 99507

11.1.2 For the Grantee, the VPSO Coordinator:

VPSO Coordinator
Organization
Address

B. SCOPE OF WORK

1.0 Responsibilities of Grantee

- 1.1 The Grantee shall, in accordance with 13 AAC 96.040, administer the VPSO program to communities/villages in the region or regions for which it is responsible. The Grantee will determine which communities/villages within its region will be provided with a VPSO, taking into consideration the need of the village and its willingness and ability to support VPSO activities under 13 AAC 96.040.
- 1.2 The Grantee will enter into agreements with villages under 13 AAC 96.050 and will employ VPSOs qualified in accordance with 13 AAC 96.080-090. Upon notification to the Department, the Grantee may provide qualified VPSO to a village, or reassign a VPSO from one community/village to another, within the region in which it administers the VPSO program.
 - 1.2.1 Special assignments outside of the VPSO assigned community/village or law enforcement related activities (Field Training, Search and Rescue, or additional Law Enforcement presence) will be coordinated with the region's AST command staff prior to the event. This will assure effective use of logistical support, accommodating the VPSOs and communities during these special assignments.
- 1.3 Funding for the Grantee will be based on the scope of work, approved activities, and budget narrative submitted with the application and is considered part of this Grant Agreement. The Grantee will make no changes to the approved activities in the final approved grant award without first submitting a written request to the department.
- 1.4 The Grantee will employ only one VPSO in each village unless a second position has been applied for and approved by the department in accordance to 13AAC96.040. The Grantee will:
 - 1.4.1 Notify the Department when a VPSO resigns or vacates a position.
 - 1.4.2 May permit a VPSO to carry a firearm in the performance of their duties.
 - 1.4.3 Notify the Department and submit a written report about an incident where a VPSO points any firearm in the direction of any person or fires any firearm while on duty;
 - 1.4.4 Shall provide, for Department review, the name of each VPSO that is authorized to carry a firearm.
- 1.5 The salary schedules for VPSO positions, included within Appendix A to this agreement, will be reviewed annually. The Grantee will not be reimbursed under this Grant for any VPSO salary greater than provided in the schedule, and must comply with the other provisions of Appendix A. It will be the decision of the Grantee to determine what benefits will be provided to the Village Public Safety Officers. The total benefit package will not be less than that which is provided to regular employees of the Grantee.
- 1.6 The Grantee may utilize funds to pay the salary for a VPSO that is placed on paid administrative leave for up to five (5) days. Any additional paid administrative leave days may be granted in consultation with the DPS VPSO Support Office.
- 1.7 The Grantee may use grant funds to pay for the salary of a VPSO Coordinator for activities that are directly related to the management of the VPSO grant and the Administration of the VPSO program and will serve as the primary liaison with the Department. In addition, the VPSO Coordinator must:
 - 1.7.1 Obtain a Criminal Justice Security Clearance which authorizes them to have access to Criminal Justice Information. While performing the duties required of the VPSO Coordinator, they will come across information that is protected and they must have special security clearances to view this

B. SCOPE OF WORK

information. This type of information includes information contained in the duty notebook of the VPSO, background information on applicants, attendance during certain Law Enforcement only training, administrative reviews that occur in partnership with AST, dispositional information on outcomes of investigations into the behavior or actions of a VPSO, etc. If the Grantee Coordinator applicant is denied initial CJIS clearance, in consultation with the grantee, the DPS VPSO Program Director will seek a waiver in all cases except, felony convictions, dishonesty, moral turpitude and theft.

- 1.8 The Grantee may authorize leave without pay. During leave without pay in circumstances governed by state or federal law, including but not limited to Family Medical Leave Act (FMLA) or Alaska Family Leave Act (AFLA), health insurance and other insurance coverage, will be paid in accordance with state or federal law. For all other leave without pay circumstances all benefits will cease being covered by this Grant. In circumstances not mandated by state or federal law, health or other insurance coverage will not be reimbursed beyond the end of the month during which the leave without pay began. This does not restrict the Grantee from using other funds not related to this grant.
- 1.9 The Grantee shall make progress and other reports in the manner and at the times the Department reasonably requires.
- 1.10 The Grantee shall retain sufficient documentation to allow an annual detailed financial and program review of its performance of this Grant and, upon request and reasonable time to respond, shall provide such documentation to the Department.
- 1.11 The Grantee shall provide, for the Department's review, annual financial audits that satisfy the requirements of 2 AAC 45.010. This report will be due the earlier of 30 days after the Grantee receives its audit report, or nine months after the initial expiration date of the previous grant period, unless a later report is permitted by the Department in conformance with 2 AAC 45.010(b). Single audits do not entirely eliminate the possibility that some additional or different audit work may still be conducted on state awards. In some cases, agencies may need to conduct or request a program evaluation.
- 1.12 Before employing a VPSO under this grant award, the VPSO Coordinator will provide to the Department designee the grantee background clearance documentation, personal medical forms, completed application, proof of age, citizenship status, education, and fingerprints as designated by the Department for all VPSO applicants. These documents will be used by the Alaska State Troopers to verify the eligibility of the applicant and to perform a fingerprint- based Criminal Justice Security Clearance as required under 13 AAC 96.090(a) & (b).
- 1.13 The Grantee will ensure, with cooperation of the Department, that all VPSOs working for the Grantee will adhere to the VPSO certification training and other approved training received and the VPSO Standard Operating Procedure (SOP) manual, included within Appendix C to this agreement. The SOP manual contains standard procedures relevant to the VPSOs duties and responsibilities as Peace Officers in relation to their public safety responsibilities and law enforcement actions.
 - 1.13.1 The SOP manual is a procedural document for VPSOs, VPSO Coordinators, and Alaska State Troopers, and shall not supersede or override laws or regulations. The SOP manual is designed to provide standardized guidance and instructions to the VPSO related to the performance of their duties. Each VPSO is responsible for understanding and following the intent and spirit of the SOP manual. Violations of the SOP manual may form the basis for administrative action by the Grantee and may result in disciplinary action, up to and including dismissal. Violations may also result in

B. SCOPE OF WORK

revocation of VPSO certification by the Department.

- 1.13.2 The SOP manual will be reviewed annually, and suggestions will be considered, and recommendations will be made to the Department and Grantees for final review and adoption by mutual consent between the Grantee and Department. The SOP manual will be updated or changed only after consultation with the participating Grantees.
- 1.13.3 The Grantee will ensure, with the cooperation of the Department, that armed VPSOs will adhere to the qualifications and training standards in the approved VPSO Standard Operating Procedures.
- 1.13.4 Emergency changes to the SOP due to changes in law or best practice will only be made after consultation and notification is provided in writing to the Grantee.
- 1.13.5 Due to the unique nature and activities of the VPSO program the SOP ensures compliance with law enforcement and public safety procedures and best practices. The procedures contained in the SOP apply to all VPSOs. The VPSO is also responsible for understanding and following all other Grantee policies and procedures not addressed in the SOP.
- 1.13.6 Due to the nature and activities of the VPSO program the Grantees will coordinate all non-Department provided training with the DPS VPSO Training Manager to ensure compliance with State law and training practices.
- 1.14 The Grantee will ensure that the VPSO makes at a minimum monthly contact with their oversight Trooper.
- 1.15 The Grantee will notify the Department within 24 hours of any criminal complaints against a VPSO or Coordinator received by the Grantee.

2.0 Responsibilities of the Department

- 2.1 The Department will provide VPSOs with general advice, support and assistance in matters relating to public safety.
 - 2.1.1 An Alaska State Trooper acting in the capacity as an Oversight Trooper will conduct a minimum of two (2) on-site visit per year with each VPSO. Oversight Trooper will at a minimum make monthly contact with the VPSO. Travel will be coordinated to the maximum extent possible with visits by the VPSO Coordinator.
 - 2.1.2 The Oversight Trooper will report the observations of each VPSO's performance to the VPSO Coordinator within 5 working days of the on-site visit and, as appropriate, make suggestions for improvement and report positive performance and information.
 - 2.1.3 If the Oversight Trooper believes a VPSO is not performing satisfactorily, or in accordance with the standards of 13 AAC 96.080, the Oversight Trooper will notify the VPSO Coordinator within 24 hours. Disagreements concerning the continued employment of a VPSO are subject to the dispute resolution provisions of Part A of this Grant.
- 2.2 The Department will provide certification training for VPSO applicants meeting the requirements of 13AAC96.100.
 - 2.2.1 The Department will provide VPSO recruits with initial field training and mentoring consisting a

B. SCOPE OF WORK

minimum of four (4) weeks.

- 2.2.2 The Department may provide continuing training to VPSOs, both on-site in the villages and in regional or state population centers in consultation with the VPSO Coordinator.
 - 2.2.3 VPSOs attending training outside of their villages paid for by the Department will receive travel expenses and per diem at current rates for State of Alaska employees, taking into account if room and board is provided.
 - 2.2.4 Training by or through the Department will be coordinated with the VPSO Coordinator.
 - 2.2.5 During training provided by the Department, the VPSO will adhere to the rules of the training facility and the Department. Violation of a training rule may be grounds for expulsion from training.
 - 2.2.6 If a VPSO who is directed to participate in training fails to show up for that training, refuses to participate, is discharged from the training or terminates the training without cause; disciplinary action may be recommended to the Grantee, and the Department may seek reimbursement of travel costs from the Grantee.
 - 2.2.7 The Department will meet with the VPSO Coordinator to discuss any training concerns regarding a VPSO. The Department and the Grantee will jointly determine a resolution.
 - 2.2.8 The Department will notify the Grantee about an incident where a VPSO points any firearm in the direction of any person or fires any firearm while on duty.
 - 2.2.9 The Department will notify the Grantee within 24 hours of any criminal arrest or charges filed against a VPSO or Coordinator received by the Department. The Department may notify the Grantee of a criminal investigation involving a VPSO or Coordinator as a suspect dependent upon the investigative nature and status of the incident. The Grantee agrees to keep this information confidential until such time as the Department completes any ongoing investigation.
- 2.3 If the Department takes action to deny or revoke a VPSO certificate under 13 AAC 96.120, the Department shall provide the Grantee and VPSO with notice as required.

3.0 Equipment

The Grantee and the Department agree that:

- 3.1 The Department will issue standard supplies and equipment to VPSOs as outlined in the Standard Operating Procedure (SOP).
 - 3.1.1 Each VPSO is responsible for keeping supplies and equipment issued to the VPSO secure, in good condition and accounted for.
 - 3.1.2 The Department, in consultation with the Grantee, may require the VPSO to reimburse the Department for supplies or equipment lost or damaged due to negligence, unless the Grantee chooses to reimburse the Department.
 - 3.1.3 Department will provide the initial inventory list and updated list at the request of the VPSO Coordinator.

B. SCOPE OF WORK

- 3.2 The VPSO Coordinator will conduct an inventory of issued VPSO items on an annual basis and provide that information to the Department prior to January 31 each year.
- 3.3 The Department may verify the inventory of supplies and equipment during on-site visits to the villages. All discrepancies will be addressed to the VPSO and VPSO Coordinator for resolution.
- 3.4 Upon separating from employment, the VPSO shall surrender all issued ID Cards, badges, supplies, and equipment to the VPSO Coordinator or Alaska State Troopers. The VPSO Coordinator shall inventory the items and facilitate transfer of the items to the Department.
- 3.5 Program equipment not directly issued by the Department, shall become the property of the Grantee, with all of the rights and responsibilities associated with ownership of the equipment, with limitations as noted in Section 4.0 and 5.0.
- 3.6 Grantee will maintain an inventory of all equipment such as vehicles purchased using VPSO grant funds and make it available for review by the Department.

4.0 Motorized vehicles and other conveyances

The Grantee and the Department agree that:

- 4.1 Motorized vehicles and other conveyances, such as all-terrain vehicles, motorcycles and skiffs of any size, purchased with VPSO Grant funding, are to be used for official business in support of the VPSO program or in accordance with written Grantee VPSO policies.
- 4.2 Motorized vehicles used in support of the VPSO Program shall not be rented, leased or loaned to another person or organization without written approval from the Department with the exception of emergencies.
- 4.3 The operation of motorized vehicles used in support of the VPSO Program is limited to VPSOs, or Grantee employees who are performing duties that are directly in support of the VPSO mission.
 - 4.3.1 Motorized vehicles and other conveyances may be equipped with warning lights compliant with state law and visible markings to include decals or other devices designating the vehicle as a VPSO response vehicle.
 - 4.3.2 Motorized vehicles and other conveyances that are clearly designated as VPSO response equipment as noted in paragraph 4.3.1 with visible markings and or lighting are to be operated only by uniformed VPSO or Alaska State Troopers, except in an emergency.
- 4.4 All motorized vehicles shall be operated in compliance with all appropriate laws, and in accordance with the manufacturer's recommendations for safe operation. The VPSO shall wear all required safety gear, to include seat belts, harnesses, helmets, protective eye wear, and flotation devices.
- 4.5 A motorized vehicle assigned to a VPSO may be taken home at night and on weekends for the convenience and/or security of the vehicle, or for afterhours response.
- 4.6 In the furtherance of this agreement the Alaska State Troopers during official state business are allowed to operate the Grantee's VPSO motorized vehicles and conveyances when available and in coordination with the VPSO and/or the VPSO Coordinator.

B. SCOPE OF WORK

- 4.6.1 Any damages or liability issues arising from Alaska State Troopers use of the VPSO equipment will be covered by the State of Alaska self-insurance process or applicable policies and procedures.

5.0 Replacement and disposal of motorized vehicles and other conveyances

The Department and the Grantee also agree that:

- 5.1 Motorized vehicles and other conveyances shall be replaced, subject to available budget when they are at the end of their economic life or are no longer safe or reliable to perform their intended function.
 - 5.1.1 Economic life is that point where the cost to continue to use the vehicle or conveyance, including time loss to users (downtime), cost of repairs and maintenance, and other costs, exceeds the cost of replacement and maintenance of another unit.
 - 5.1.2 Warning lights and visible markings to include decals or other devices will be removed from all VPSO response vehicles prior to disposal.

C. INDEMNIFICATION AND INSURANCE

1.0 Indemnification

- 1.1 To the fullest extent permitted by law, Grantee and the State agree to indemnify and hold harmless each other for claims of or liability arising from their own negligent or wrongful acts or omissions in the administration of the village public safety officer program. It is the understanding of the both Grantee and the State that the liability insurance coverage to be secured pursuant to the terms of this agreement will protect both Grantee and the State from and against any claim of, or liability for, errors, omissions, or negligent acts related to this agreement. Nothing in this agreement shall be construed in any way to limit the scope of that insurance coverage.
 - 1.1.1 “State” means the State of Alaska, including its departments, officers, officials, employees, and agents.
 - 1.1.2 “Grantee” means the entity described in Section A 1.1.2, including its departments, officers, officials, employees, and agents, including VPSOs employed in accord with this agreement.
 - 1.1.3 “Claim” includes demands, causes of action, lawsuits, damages, and costs and expenses including court costs and reasonable attorney fees.

2.0 Insurance

- 2.1 The Department shall assist the Grantee in meeting minimum insurance requirements for police legal liability required in 13AAC 96.030(5)(B) by coordinating application and payment for a group policy covering all participating Grantees, as named insureds, and the State of Alaska and all villages and cities for which VPSOs are provided under a VPSO Program Grant as additional insureds. The Grantee shall provide the Department with a written list of all villages and cities for which VPSOs are provided under this Grant Agreement. The Department shall forward to the Grantee a copy of the current certificate of insurance evidencing such coverage issued by an insurer licensed to transact the business of insurance under AS 21. The Grantee may not require that governing body or other entity provide insurance for police legal liability as to any VPSOs subject to this Grant Agreement.
 - 2.1.1 The deductible costs for the liability insurance will be the responsibility of the Grantee and not expensed to the VPSO grant, per 13AAC 96.030(5).
- 2.2 Without limiting the Grantee’s indemnification, it is agreed the Grantee will purchase, from funds provided under this Grant, and will maintain in force at all times during the period of this agreement, the following additional insurance coverage. Certificates of Insurance must be furnished to the Department before beginning work and must provide for a 30-day prior notice of cancellation, non- renewal or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Grantee’s services.
 - 2.2.1 Worker’s Compensation Insurance required by AS 23.30 for all employees of the Grantee engaged in work under this Grant.
 - 2.2.2 Comprehensive Automobile Liability Insurance covering vehicles used in performance of services under this agreement, with coverage limits not less than \$100,000 per person and \$300,000 per occurrence bodily injury, and \$50,000 property damage.

D. GRANT FUNDS

1.0 Grant Award Amount

- 1.1 The Department shall provide the Grantee up to \$0.00 to support the positions awarded and the budget narrative of this Grant Agreement, and any other positions approved by the Department, in the following budget categories:

| | | |
|----------|----------------------------|--------|
| 1.1.1 | PERSONNEL & FRINGE BENEFIT | \$0.00 |
| 1.1.2 | TRAVEL | \$0.00 |
| 1.1.3 | EQUIPMENT | \$0.00 |
| 1.1.4 | SUPPLIES | \$0.00 |
| 1.1.5 | CONTRACTUAL | \$0.00 |
| SUBTOTAL | | \$0.00 |
| 1.1.6 | INDIRECT COSTS | \$0.00 |
| 1.1.7 | TOTAL GRANT AWARD | \$0.00 |

2.0 Payments

- 2.1 The Department will make payments to the Grantee based upon the following schedule:
- 2.1.1 Upon execution of the grant award, the Department will make an advance equal to 50 percent of the total grant award.
 - 2.1.2 Upon approval of the second quarter expense report, the Department will advance a payment equal to 40 percent of the total grant award, less any advanced funds not expended from the prior advance payment.
 - 2.1.3 Final payment will be made once the Department has received and approved the final expenditure report and the Grantee has met all conditions of the Grant agreement.
- 2.2 The Grantee may claim their Federal Indirect Rate and must submit their approved or provisional Indirect documentation at the time of the grant application. If a Grantee does not have a Federally Negotiated Indirect rate, a 15% capped Indirect rate will be allowed, if that Grantee would like to collect a higher Indirect rate, they must provide an indirect cost proposal with supporting documentation at the time of the grant application.
- 2.3 The Grantee will only be reimbursed for the hours that the VPSO Coordinator is directly engaged in working as the VPSO Coordinator as outlined in 1.7 of the Scope of Work.
- 2.4 The Grantee shall reimburse the Department for payment(s) made to the Grantee to the extent that the Grantee does not expend or properly obligate the money before the end of the grant period.
- 2.5 The Grantee may request a budget modification or increase in funding through written request on forms

D. GRANT FUNDS

provided by the Department.

3.0 Reporting Requirements

- 3.1 **MONTHLY EXPENSE REPORT:** The Grantee shall submit a Monthly Expense Report to the Department in the format prescribed by the Department. The Monthly Expenditure Report is a snapshot of the previous month's posted transactions. The Monthly Expenditure Report is due to the Department on the 10th of the month beginning August 10, 2019. The Final Monthly Expense Report is due July 10, 2020. If the 10th of month falls on a weekend or holiday, the report will be due the following business day.
- 3.2 **MONTHLY NARRATIVE REPORT:** The Grantee shall submit a Monthly Statistical Narrative Report to the Department in the format prescribed by the Department. The Monthly Narrative Report is due to the Department on the 10th of every month beginning August 10, 2019. If the 10th of month falls on a weekend or holiday, the report will be due the following business day.
- 3.3 **QUARTERLY EXPENDITURE REPORT:** The Grantee shall submit a Quarterly Expenditure Report to the Department in the format prescribed by the Department. The expenditure report must balance with the Grantee's accounting system support documentation submitted with the Quarterly Expenditure Report. A summary of the budget line categories (i.e. supply, travel) and expenditure detail from the Grantee accounting system must be attached to the Quarterly Expenditure Report. (see 3.4 QUARTERLY EXPENDITURE for Due Dates).
- 3.4 **QUARTERLY EXPENDITURE SCHEDULES:**
- | | |
|---|---------------------------|
| 1st Quarter Expenses – July 1, 2019 to Sept 30, 2019 | Due on or before 10/30/19 |
| 2nd Quarter Expenses – Oct 1, 2019 to Dec 31, 2019 | Due on or before 01/30/20 |
| 3rd Quarter Expenses – Jan 1, 2020 to March 31, 2020 | Due on or before 04/30/20 |
| 4th Quarter Expenses – April 1, 2020 to June 30, 2020 | Due on or before 07/30/20 |
- 3.5 Approval of the final Expenditure Report will constitute a waiver of all future claims, except those previously made in writing and identified by the Grantee as unsettled at the time of submission of the final expenditure report.
- 3.6 Failure to submit correct Expenditure Reports on or before the deadlines stated above may result in denial of payments due the Grantee. No part of the Grantee's duty to return excess funds or funds that are determined by audit to have been improperly expended is affected by this provision. The Grantee will return all such excess funds to the Department upon submission of the final expenditure report on or before July 30, 2020, or immediately upon later determination that a refund is due.

4.0 Budget modifications

- 4.1 The Grantee may reallocate funds between budget categories, subject to the following limitations:
- 4.1.1 The Grantee shall notify the Department in writing by means of the quarterly expenditure report when a reallocation of funds between cost categories is necessary;
- 4.1.2 Prior written approval from the Department is required when cumulative changes between cost categories affect the total award amount by more than 20 percent (increase or decrease).

D. GRANT FUNDS

- 4.1.3 The grantee may request a change to the Indirect amount applied for in the initial grant application on forms provided by the Department. The request should include the new approved Federal Indirect rate and appropriate supporting documentation.

5.0 General stipulations relating to grant funds

- 5.1 No funding provided by this Grant shall be used, either directly or indirectly, for:
 - 5.1.1 The purchase or lease of firearms; or
 - 5.1.2 Lobbying activity before a federal, state, or local government body.
- 5.2 The Department shall review the expenses reported by the Grantee and shall discuss budget matters with the VPSO Coordinator at least once each calendar quarter. The Department may withdraw funds that are in excess of legitimate anticipated need after consultation with the Grantee and with reasonable advance notice to the Grantee.
- 5.3 Equipment purchases, building rehabilitation, and special project requests require a supplemental funding request on forms provided by the Department with sufficient detail such as bids, estimates, photographs and a project narrative to provide adequate information for consideration. All purchases and project work must be completed in the VPSO grant year.

E. AMENDMENTS

1.0 Amendments

- 1.1 The parties may amend this Grant Agreement in writing signed by the authorized representatives of the Parties.

APPENDIX A

SALARY SCHEDULE

A. Grantees will pay salary, benefits, and per diem at least quarterly.

B. All VPSOs that successfully graduate from VPSO certification training will be eligible to receive a one-time step increase. This step increase does not affect the anniversary date and the VPSO is eligible for a step increase at their next anniversary date.

C. All VPSOs that successfully graduate from Rural Fire Protection Specialist Training will be eligible to receive a one-time step increase. This step increase does not affect the anniversary date and the VPSO is eligible for a step increase at their next anniversary date.

D. **Incremental Step Increase for Steps A to K** will be granted at one-year increments following the Grantee evaluation policies. It is recommended to have the governing body and Oversight input for the evaluation period.

E. **Incremental Step Increase for Steps L to S** will be granted at two-year increments following the Grantee evaluation policies. It is recommended to have the governing body and Oversight input for the evaluation period, plus the satisfactory completion of all training provided during the period.

F. A Grantee may reduce the salary of a VPSO by one or more salary step(s) for unsatisfactory job performance or disciplinary reasons.

G. Annual leave and sick leave, if any, will not affect a salary anniversary date, but leave without pay may change the anniversary date.

H. Promotion or demotion of a VPSO will be determined by the VPSO SOP. For all VPSO promotions resulting in a salary increase, the date of promotion becomes the new salary anniversary date.

I. Discipline of a VPSO for poor performance or misconduct, in consultation with the Department, may result in a decrease of salary steps, or other action per the Grantee's policies.

J. All VPSOs attending basic VPSO training to include VPSO certification, Rural Fire Protection Specialist, ETT when combined with Fire training or VPO Academy training sessions will be placed on the Training Pay Schedule, Appendix A-3. Training Pay will begin the first day of scheduled training and end at the completion of the final day of training. There will be no overtime for any additional, non-mandatory study or exercise time or for time spent performing duties that are not work related. Any time beyond the hours listed must be approved by the VPSO's supervisor prior to being worked and will be paid at the rate of one and one-half of the hourly training rate. The Training Pay basic training rate will be calculated by the following formula: $0.466 \times \text{normal hourly rate}$. VPSO shall be paid as follows:

1. Regular Duty Day: VPSO shall be paid eight (8) hours at straight-time and four (4) hours at time and one-half of the Basic Training Rate.
2. Scheduled Day off: The VPSO will be paid eight (8) hours of pay at time and one-half of

APPENDIX A

SALARY SCHEDULE

the training of the Basic Training Rate.

K. Grantees will consult the Advanced Step Placement Decision Tool to determine eligibility for entry-level pay step for VPSO applicants with qualifying training and experience.

1. Advanced Step Placement eligibility:

| Basic Law Enforcement Training Hours | Standards |
|---|--|
| Certified Civilian law enforcement officer with at least 650 hours of basic training that meets requirements of 13 AAC 85.050, and eligible for reciprocity | Requires 650 hours of documented training in the following topical areas: LEO flying armed; Red Cross First Aid Certificate; blood borne pathogens; ethics; constitutional law; civil rights; disability awareness; control tactics; AED/CPR; criminal investigation; the criminal justice system; criminal law and procedure; crime scene investigation; cultural diversity; domestic violence; DUI & field sobriety testing; emergency vehicle operations; emotional survival; mental health issues; firearms; long guns; hazmat; interview and interrogation; juvenile law and procedures; patrol procedures and police tools, e.g. Taser, OC spray, baton, handcuffing and traffic radar |
| Job Related Experience | |
| 5 or More Years | Civilian law enforcement officer |

2. The maximum advanced step that a VPSO is eligible to receive from the VPSO Salary Schedule is Step E.
3. A VPSO hired at an advanced step **is not** eligible to receive the VPSO certification training step increase.
4. A VPSO hired at an advanced step is eligible for Rural Fire Protection Specialist (RFPS) step increase upon successful completion of RFPS.

APPENDIX A

SALARY SCHEDULE

FY20 VPSO Salary Schedule

1950 Hours

3.75% Incremental Step Increase

| | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J | Step K | Step L | Step M | Step N | Step O | Step P | Step Q | Step R | Step S |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|
| Monthly | \$ 4,353.38 | \$ 4,515.88 | \$ 4,684.88 | \$ 4,860.38 | \$ 5,044.00 | \$ 5,232.50 | \$ 5,429.13 | \$ 5,632.25 | \$ 5,843.50 | \$ 6,062.88 | \$ 6,290.38 | \$ 6,526.00 | \$ 6,771.38 | \$ 7,024.88 | \$ 7,288.13 | \$ 7,561.13 | \$ 7,843.88 | \$ 8,139.63 | \$ 8,443.50 |
| Yearly | \$ 52,240.50 | \$ 54,190.50 | \$ 56,218.50 | \$ 58,324.50 | \$ 60,528.00 | \$ 62,790.00 | \$ 65,149.50 | \$ 67,587.00 | \$ 70,122.00 | \$ 72,754.50 | \$ 75,484.50 | \$ 78,312.00 | \$ 81,256.50 | \$ 84,298.50 | \$ 87,457.50 | \$ 90,733.50 | \$ 94,126.50 | \$ 97,635.50 | \$ 101,322.00 |
| Hourly | \$ 26.79 | \$ 27.79 | \$ 28.83 | \$ 29.91 | \$ 31.04 | \$ 32.20 | \$ 33.41 | \$ 34.66 | \$ 35.96 | \$ 37.31 | \$ 38.71 | \$ 40.16 | \$ 41.67 | \$ 43.23 | \$ 44.85 | \$ 46.53 | \$ 48.27 | \$ 50.09 | \$ 51.96 |
| Sgt. Monthly | | | | \$ 5,232.50 | \$ 5,429.13 | \$ 5,632.25 | \$ 5,843.50 | \$ 6,062.88 | \$ 6,290.38 | \$ 6,526.00 | \$ 6,771.38 | \$ 7,024.88 | \$ 7,288.13 | \$ 7,561.13 | \$ 7,843.88 | \$ 8,139.63 | \$ 8,443.50 | \$ 8,760.38 | \$ 9,088.63 |
| Sgt. Yearly | | | | \$ 62,790.00 | \$ 65,149.50 | \$ 67,587.00 | \$ 70,122.00 | \$ 72,754.50 | \$ 75,484.50 | \$ 78,312.00 | \$ 81,256.50 | \$ 84,298.50 | \$ 87,457.50 | \$ 90,733.50 | \$ 94,126.50 | \$ 97,635.50 | \$ 101,322.00 | \$ 105,124.50 | \$ 109,063.50 |
| Sgt. Hourly | | | | \$ 32.20 | \$ 33.41 | \$ 34.66 | \$ 35.96 | \$ 37.31 | \$ 38.71 | \$ 40.16 | \$ 41.67 | \$ 43.23 | \$ 44.85 | \$ 46.53 | \$ 48.27 | \$ 50.09 | \$ 51.96 | \$ 53.91 | \$ 55.93 |

2080 Hours

3.75% Incremental Step Increase

| | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J | Step K | Step L | Step M | Step N | Step O | Step P | Step Q | Step R | Step S |
|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Monthly | \$ 4,643.60 | \$ 4,816.93 | \$ 4,997.20 | \$ 5,184.40 | \$ 5,380.27 | \$ 5,581.33 | \$ 5,791.07 | \$ 6,007.73 | \$ 6,233.07 | \$ 6,467.07 | \$ 6,709.73 | \$ 6,961.07 | \$ 7,222.80 | \$ 7,493.20 | \$ 7,774.00 | \$ 8,065.20 | \$ 8,366.80 | \$ 8,682.27 | \$ 9,006.40 |
| Yearly | \$ 55,723.20 | \$ 57,803.20 | \$ 59,966.40 | \$ 62,212.80 | \$ 64,563.20 | \$ 66,976.00 | \$ 69,492.80 | \$ 72,092.80 | \$ 74,796.80 | \$ 77,604.80 | \$ 80,516.80 | \$ 83,532.80 | \$ 86,673.60 | \$ 89,918.40 | \$ 93,288.00 | \$ 96,782.40 | \$ 100,401.60 | \$ 104,187.20 | \$ 108,076.80 |
| Hourly | \$ 26.79 | \$ 27.79 | \$ 28.83 | \$ 29.91 | \$ 31.04 | \$ 32.20 | \$ 33.41 | \$ 34.66 | \$ 35.96 | \$ 37.31 | \$ 38.71 | \$ 40.16 | \$ 41.67 | \$ 43.23 | \$ 44.85 | \$ 46.53 | \$ 48.27 | \$ 50.09 | \$ 51.96 |
| Sgt. Monthly | | | | \$ 5,581.33 | \$ 5,791.07 | \$ 6,007.73 | \$ 6,233.07 | \$ 6,467.07 | \$ 6,709.73 | \$ 6,961.07 | \$ 7,222.80 | \$ 7,493.20 | \$ 7,774.00 | \$ 8,065.20 | \$ 8,366.80 | \$ 8,682.27 | \$ 9,006.40 | \$ 9,344.40 | \$ 9,694.53 |
| Sgt. Yearly | | | | \$ 66,976.00 | \$ 69,492.80 | \$ 72,092.80 | \$ 74,796.80 | \$ 77,604.80 | \$ 80,516.80 | \$ 83,532.80 | \$ 86,673.60 | \$ 89,918.40 | \$ 93,288.00 | \$ 96,782.40 | \$ 100,401.60 | \$ 104,187.20 | \$ 108,076.80 | \$ 112,132.80 | \$ 116,334.40 |
| Sgt. Hourly | | | | \$ 32.20 | \$ 33.41 | \$ 34.66 | \$ 35.96 | \$ 37.31 | \$ 38.71 | \$ 40.16 | \$ 41.67 | \$ 43.23 | \$ 44.85 | \$ 46.53 | \$ 48.27 | \$ 50.09 | \$ 51.96 | \$ 53.91 | \$ 55.93 |

SALARY SCHEDULE

| Training Pay | | | | | | | | | | | | | | | | | | | |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 5 days: 8 hrs regular pay + 4 hrs OT pay, each day, 2 days (RDO): 8 hours overtime, each day | | | | | | | | | | | | | | | | | | | |
| | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H | Step I | Step J | Step K | Step L | Step M | Step N | Step O | Step P | Step Q | Step R | Step S |
| 2 week Pay | \$2,346.24 | \$2,434.60 | \$2,524.84 | \$2,620.72 | \$2,718.48 | \$2,821.88 | \$2,927.16 | \$3,036.20 | \$3,150.88 | \$3,269.32 | \$3,391.52 | \$3,517.48 | \$3,650.96 | \$3,788.20 | \$3,929.20 | \$4,075.84 | \$4,228.12 | \$4,228.12 | \$4,551.48 |
| VPSO Hourly | \$12.48 | \$12.95 | \$13.43 | \$13.94 | \$14.46 | \$15.01 | \$15.57 | \$16.15 | \$16.76 | \$17.39 | \$18.04 | \$18.71 | \$19.42 | \$20.15 | \$20.90 | \$21.68 | \$22.49 | \$22.49 | \$24.21 |
| VPSO Sgr 2 week Pay | | | | \$2,821.88 | \$2,927.16 | \$3,036.20 | \$3,150.88 | \$3,269.32 | \$3,391.52 | \$3,517.48 | \$3,650.96 | \$3,788.20 | \$3,929.20 | \$4,075.84 | \$4,228.12 | \$4,387.92 | \$4,551.48 | \$4,551.48 | \$4,899.28 |
| VPSO Sgr Hourly | | | | \$15.01 | \$15.57 | \$16.15 | \$16.76 | \$17.39 | \$18.04 | \$18.71 | \$19.42 | \$20.15 | \$20.90 | \$21.68 | \$22.49 | \$23.34 | \$24.21 | \$24.21 | \$26.06 |

a. The hourly rate of **Training Pay** shall be computed by the following formula: normal hourly pay rate x 0.466 = Training Rate of Pay

a) Regular Duty Day: The VPSO shall be paid eight (8) hours at straight-time and four (4) hours at the time and one-half of the Training Rate; and

c) VPSO shall be assigned an uninterrupted and unpaid sleep period in compliance with Fair Labor Standards Act.

e) VPSO will be paid the allotted hours each day regardless of their regular duty schedule, and whether they are working or not.

a) Regular pay will be provided on travel days based on contractor travel policy.

Duration of Pay Status:

a) VPSOs will be assigned Training Rate of Pay for a period no less than 12 days in length.

| TRAVEL DAY | DAY 1 | DAY 2 | DAY 3 | DAY 4 | DAY 5 | DAY 6 | DAY 7 |
|---------------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|------------|------------|
| Pay rate based on employer's policies | 8 Regular & 4 OT Hours | 8 Regular & 4 OT Hours | 8 Regular & 4 OT Hours | 8 Regular & 4 OT Hours | 8 Regular & 4 OT Hours | 8 OT Hours | 8 OT Hours |

40 Hours of regular hours and
36 hours of overtime (1.5) hours
per 7 days in Training pay status

Minimum time in Training Pay will be 12 days

APPENDIX B

DEPARTMENT OF CORRECTION ACTIVITIES

PROBATION, PAROLE, AND PRETRIAL SERVICES

Upon request of the Department of Corrections, the Grantee will administer a VPSO Department of Correction Activities Program, as follows:

- A. The Grantee will direct VPSOs to make and document personal contact with specified probationers and parolees at least twice per month, or as requested by the Supervisor of the District Probation Office for the Department of Corrections.
- B. VPSOs, at the discretion of the District Probation Officer, will obtain urine samples from offenders using urinalysis (UA) test cups provided by the Department of Corrections and will record the results and immediately provide the results to the District Probation Office telephonically, and preserve the test cup for additional testing. The purchase of UA testing supplies must be made directly by the Department of Corrections.
- C. The Department of Corrections shall provide VPSOs with appropriate instruction for probation and parole monitoring at the Department of Correction's expense.
- D. VPSOs will immediately report violations of conditions of probation or parole to the Supervisor of the District Probation Office.
- E. At the request of DOC Pretrial Services the VPSO may assist when available with Pretrial Enforcement services.
- F. The Department of Corrections will incur all costs associated with Pretrial Enforcement services, including training of the VPSO.
- G. The VPSO will report violations of Pretrial Enforcement to the Supervisor of the District Pretrial Office.
- H. In consideration for Probation and Parole services described herein, The Department of Corrections in cooperation with the Department of Public Safety will purchase equipment, training, supplies or other resources as agreed upon between the Departments.
- I. This financial support for the VPSOs in providing Probation and Parole duties when feasible will not to exceed \$15,000 per grant year in funding.
- J. The Department of Corrections will notify the VPSO Coordinator if there is an unexpected increase in the probationer/parolee caseload in a village with a VPSO.

The VPSO will provide updated photos of supervised sex offenders to the District Probation Officers on an annual basis, or when there has been a physical change in the offender's appearance.

APPENDIX C

STANDARD OPERATING PROCEDURES

The Standard Operating Procedures FY20 V6 are incorporated as part of this grant award and referenced specifically in Section **B Scope of Work**, Subsection **1.13** of this grant award.

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

Sec. 18.65.670 Village Public Safety Officer program.

- a) There is created in the Department of Public Safety a village public safety officer program to assist local governments and villages through nonprofit regional corporations or municipalities to appoint, train, supervise, and retain persons to serve as village public safety officers to administer functions relative to
- (1) the protection of life and property in rural areas of the state; and
 - (2) providing probation and parole supervision to persons under supervision by communicating with and monitoring the activities and progress of these persons at the direction of probation and parole officers.
- b) With funds appropriated for that purpose, the commissioner of public safety shall provide grants to nonprofit regional corporations for village public safety officers. If a nonprofit regional corporation for a rural area declines a grant under this subsection, the commissioner may provide the grant to a municipality with a population of less than 10,000 willing to administer the grant for the rural area. Before awarding a grant to a municipality, the commissioner shall consult with the nonprofit regional corporation that declined the grant. The commissioner of public safety shall coordinate with the commissioner of corrections when providing grants under this section, and the commissioners shall jointly execute an agreement with the nonprofit regional corporations or municipalities, as appropriate.
- c) The commissioner of public safety may adopt regulations related to village public safety officers, including minimum standards and training, criteria for community, municipality, or corporation participation, and the interaction between the Department of Public Safety and village public safety officers. Regulations adopted by the commissioner under this subsection may not prohibit village public safety officers who otherwise meet minimum standards and training from carrying firearms. If the commissioner of public safety adopts regulations regarding training for village public safety officers, at a minimum, that training must include disability training that provides training in the subjects set out in AS 18.65.220(3). The commissioner of corrections may adopt regulations related to the functions of village public safety officers providing probation and parole supervision.
- d) [Repealed, Sec. 30 ch 92 SLA 2004].
- e) In this section, "rural area" means a community with a population of less than 1,000 within
- (1) the unorganized borough; or
 - (2) a borough, if the community is not connected by road to Anchorage or Fairbanks.

Sec. 18.65.680. Regional public safety officers.

The commissioner of public safety may appoint regional public safety officers to

- (1) provide an expanded public safety and law enforcement presence in rural areas of the state;
- (2) provide oversight and training for the village public safety officer program;
- (3) administer functions relating to
 - (A) protecting life and property in the rural areas of the state;
 - (B) conducting investigations;

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (C) conducting search and rescue missions;
- (D) conducting local training programs in drug and alcohol awareness and prevention, water safety, and gun safety;
- (4) perform other duties relating to public safety as directed by the commissioner.

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

Article 1

Powers and Duties of the Department

13 AAC 96.010 Powers and duties of the department

- (a) The provisions of 13 AAC 96.010 - 13 AAC 96.900 apply to the award of grants to nonprofit regional corporations to provide villages with village public safety officers.
- (b) The department
 - (1) will review proposals for grants to provide village public safety officers;
 - (2) will monitor compliance with the terms of the grants and agreements of the village public safety officer program and with the regulations in this chapter;
 - (3) will consult with nonprofit regional corporations and villages regarding their village public safety officer programs and mediate disputes between corporations and villages, if mediation is feasible;
 - (4) will consult with village public safety officers and provide technical assistance and advice on matters relating to public safety and law enforcement;
 - (5) will, in its discretion, conduct background investigations into the qualifications and personal history of applicants for village public safety officer positions; and
 - (6) will, in its discretion, provide training and equipment to village public safety officers.

Article 2

Corporation and Village Participation

13 AAC 96.020. Grant applications

A nonprofit regional corporation may apply to participate in the village public safety officer program by submitting to the department a written application to provide village public safety officers to participating villages that are located within the region that the corporation serves. The corporation shall submit a grant application annually and shall

- (1) include a projected budget, including costs of administration;
- (2) include, a list of the villages to which a village public safety officer may be assigned; and
- (3) at the request of the department, other information related to the village public safety officer program.

13 AAC 96.030. Department agreements with corporations

The department will not provide grant money to a nonprofit regional corporation until the corporation makes a written agreement with the department. The agreement must include the following terms:

- (1) a requirement that the corporation comply with this chapter and with state and federal law;
- (2) a salary-and-benefit schedule for village public safety officers, with a provision that the corporation may provide salaries and benefits no greater than those established under that schedule;
- (3) a provision that names the corporation as the employer, for all purposes, of a village public safety officer;
- (4) a provision by which the corporation agrees to indemnify and hold harmless the State of Alaska, and officers, employees, and agents of the State of Alaska, for an act or omission in the administration of the village public safety officer program or in the monitoring,

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- assisting, or training of a village public safety officer;
- (5) a requirement that the corporation maintain insurance as follows, without reimbursement from the department for a deductible amount that the corporation might owe:
 - (A) worker's compensation insurance as required under AS 23.30;
 - (B) comprehensive general liability insurance, including police professional practices, with
 - (i) limits of no less than \$1,000,000; and
 - (ii) the State of Alaska, and officers, employees, and agents of the State of Alaska, named as additional named insureds;
- (6) a requirement that the corporation comply with AS 18.80.220.

13 AAC 96.040. Administration by corporations and villages

- (a) A nonprofit regional corporation that receives a grant under this chapter shall provide
 - (1) a village public safety officer to a village only if the village provides the officer
 - (A) office space;
 - (B) a telephone with long distance service; and
 - (C) a place to temporarily hold individuals under arrest; and
 - (2) no more than one village public safety officer to a village, unless an
 - (A) additional position is provided for a period of 30 days or less for training, orientation, or a special circumstance as authorized by the department; or
 - (B) application as set out in 13 AAC 96.020 for a full-time second position has been submitted to and approved by the department.
- (b) A nonprofit regional corporation that receives a grant under this chapter, or a village participating in the village public safety officer program,
 - (1) shall keep financial, personnel, and other records relating to village public safety officers and, upon request, shall provide that information to the department;
 - (2) shall provide, for the department's review, annual financial audits that satisfy the requirements of 2 AAC 45.010, regardless of whether the amount of the grant is below the minimum for which 2 AAC 45.010 requires an audit;
 - (3) shall help the department conduct periodic and unannounced site visits to monitor
 - (A) the performance of a village public safety officer; and
 - (B) compliance with this chapter or with an agreement made under this chapter;
 - (4) shall promptly notify the department if the corporation or village fails to comply with
 - (A) this chapter or with state or federal law; or
 - (B) an agreement relating to the village public safety officer program between the
 - (i) department and the corporation; or
 - (ii) corporation and a village;
 - (5) shall promptly notify the department if a village public safety officer resigns or vacates a position;
 - (6) shall promptly notify the department and submit a written report about an incident in which a village public safety officer points any firearm in the direction of any person or fires any firearm while on duty;
 - (7) may not, directly or indirectly, allocate grant money to lobbying activity before a

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- federal, state, or local government body;
- (8) may permit a village public safety officer to carry a firearm in the performance of the officer's duties; and
- (9) shall provide, for the department's review, the name of each village public safety officer that is authorized to carry a firearm in the performance of the officer's duties.

13 AAC 96.050. Corporation agreements with villages

A nonprofit regional corporation may not use grant money to employ a village public safety officer for a village unless the village through its governing body enters into a written agreement with the corporation. The agreement must

- (1) be comparable to agreements that the corporation has made with all other villages in the region that the corporation serves;
- (2) require that the corporation and the village comply with this chapter and with state and federal law; and
- (3) set out a job description for the village public safety officer that includes a salary, working hours, and duties that the corporation and the village expect the officer to perform.

13 AAC 96.060. Termination of grants

- (a) The department will, in its discretion, terminate a grant, in whole or in part, to a nonprofit regional corporation before the end of the grant period if the corporation or a participating village
 - (1) fails to comply with a provision of
 - (A) this chapter or with state or federal law; or
 - (B) an agreement relating to the village public officer program between the
 - (i) department and the corporation; or
 - (ii) corporation and the village; or
 - (2) has a village public safety officer position vacant for an extended period of time during the contract period.
- (b) If terminating a grant in whole or in part, the department will provide written advance notice to the corporation and the affected village, stating the reasons for the termination, the effective date, and, if the termination is partial, the portion of the grant to be terminated.
- (c) If a grant or portion of a grant is terminated under this section, the department is entitled to reimbursement of the grant money that covers the period following the termination.
- (d) A nonprofit regional corporation may terminate a grant as provided by the terms of the grant or by the terms of the agreement between the corporation and the village.

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

Article 3

Minimum Standards, Training, and Certification

13 AAC 96.080. Basic standards for village public safety officers

- (a) A nonprofit regional corporation may not use grant money to employ a village public safety officer unless the individual
- (1) is a citizen of the United States or a resident alien who has demonstrated an intent to become a citizen of the United States;
 - (2) is 21 years of age or older;
 - (3) is of good moral character;
 - (4) has a high school diploma, or its equivalent, or has passed a General Educational Development (GED) test;
 - (5) before attending a basic training program under 13 AAC 96.100,
 - (A) receives a physical examination from a physician lawfully admitted to practice in this state; and
 - (B) submits, on a medical record form supplied by the department, a certification from that physician that the individual
 - (i) is free from a physical or hearing condition that would adversely affect performance of an essential function of a village public safety officer;
 - (ii) has normal color discrimination, normal binocular coordination, normal peripheral vision, and corrected visual acuity of 20/30 or better in each eye; and
 - (iii) is free from a mental or emotional condition that would adversely affect performance of an essential function of a village public safety officer;
 - (6) has not been convicted, by a civilian court of this state, the United States, or another state or territory, or by a military court, of one or more of the following offenses, or of an offense with substantially similar elements to such an offense under Alaska law:
 - (A) a felony;
 - (B) a misdemeanor within five years of the date of hire, if the misdemeanor does not involve an act listed under (C) of this paragraph;
 - (C) a misdemeanor within 10 years of the date of hire, if the misdemeanor involves
 - (i) an assault against a family member, former family member, member of the individual's household, or former member of the household; or
 - (ii) the violation of a domestic violence restraining order; or
 - (D) two or more DWI offenses;
 - (7) has not
 - (A) illegally manufactured, transported, or delivered
 - (i) a controlled substance; or
 - (ii) an alcoholic beverage in violation of a local option under AS 04.11 or a municipal ordinance;
 - (B) illegally used a controlled substance other than marijuana during the 10 years immediately before the date of hire, unless the person was under the age of 21 at the time of using the controlled substance;

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (C) used marijuana within one year before the date of hire;
 - (8) has neither been denied village public safety officer certification nor had that certification revoked; and
 - (9) has neither been discharged for cause nor resigned under threat of discharge for cause from employment as a village public safety officer, a village police officer, or a police officer in this state or any other state.
- (b) A nonprofit regional corporation may not use grant money to employ a village public safety officer for a period of more than 24 months unless the officer obtains a village public safety officer certificate from the department as set out in 13 AAC 96.110. Upon written application from a nonprofit regional corporation, the department will, in its discretion, extend this period up to six months to permit the officer to complete the training necessary under 13 AAC 96.110, if the officer is unable to do so in the first 24 months of employment because of an illness, injury, or emergency.

13 AAC 96.090. Personnel and training records

- (a) Before employing an individual as a village public safety officer, a nonprofit regional corporation shall
 - (1) submit to the department the individual's
 - (A) completed application and personal and medical history forms;
 - (B) proof of age, citizenship status, and education; and
 - (C) fingerprints on two copies of FBI Applicant Card FD-258;
 - (2) review the results of the background investigation, if the department conducts one under 13 AAC 96.010; and
 - (3) submit the application and personal and medical history forms to the physician who examined the individual under 13 AAC 96.080, and review the results of the physician's examination and certification of the applicant.
- (b) The information required by (a)(1)(A) of this section shall be submitted on forms prepared by the department and signed by the applicant. False statements are punishable under AS 11.56.210.
- (c) Copies of all personnel information, documents, and reports of personnel actions relating to a village public safety officer that are in the possession of a participating nonprofit regional corporation shall be promptly provided to the department, and the original records shall be maintained in the personnel files of the corporation for at least three years after the officer's termination of employment. If a village public safety officer receives training that the department did not provide, the corporation shall provide a description of that training to the department.
- (d) Personnel and training information that the department or a nonprofit regional corporation holds about a village public safety officer is confidential and available only for review by that officer. A village public safety officer or an individual who applies for employment as a village public safety officer may not review information that another individual supplied with the understanding that the information or its source would remain confidential, unless the information serves as the basis for a decision to deny or revoke a certificate under 13 AAC 96.110 - 13 AAC 96.120.

13 AAC 96.100. Village public safety officer basic training

- (a) A village public safety officer basic training program must provide at least 240 hours of instruction and must include

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (1) a physical training program that includes instruction in physical methods of arrest, use of batons, and use of chemical defensive weapons;
 - (2) instruction in Alaska criminal and procedural law;
 - (3) instruction in the Alaska criminal justice system;
 - (4) instruction in police procedures;
 - (5) instruction in first responder basic first aid;
 - (6) training in cardiopulmonary resuscitation (CPR); and
 - (7) rural fire protection specialist training.
- (b) An individual seeking village public safety officer certification under 13 AAC 96.110 shall attend all sessions of the basic training required in (a) of this section, except if the director of the training program approves an absence. An individual who is absent for over 10 percent of the total hours of instruction will not be considered to have successfully completed basic training.
- (c) An individual who fails to comply with the attendance and performance requirements of the training program may be dismissed from the training. The department will not consider a dismissed individual to have successfully completed basic training.
- (d) In determining the completion of basic training, the department may accept other police officer or firefighter training and experience that
- (1) equals or exceeds the hours required under (a) of this section; and
 - (2) covers the subject matter required under (a) of this section.

13 AAC 96.105. Firearms training

- (a) A village public safety officer may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department.
- (b) In determining the successful completion of basic firearms training, the department may consider prior training and experience that is substantially similar to the training required under (a) of this section.

13 AAC 96.110. Village public safety officer certification

The department will issue a village public safety officer certificate to an individual who

- (1) has satisfactorily completed 12 months as a full-time paid village public safety officer, with neither a break in service longer than 90 consecutive days nor a combination of breaks in service totaling 120 days or more;
- (2) meets the standards of 13 AAC 96.080(a) ;
- (3) has successfully completed a basic training program meeting the requirements of 13 AAC 96.100; and
- (4) attests and subscribes to the law enforcement Code of Ethics set out in 13 AAC 85.040(b)(5).

13 AAC 96.120. Denial, revocation, and lapse of certificates

- (a) The department will deny or revoke a village public safety officer certificate if the officer
- (1) falsified or knowingly omitted information on an application or other document required

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- for employment or certification;
 - (2) has been discharged for cause, or resigned under threat of discharge, from a village public safety officer position;
 - (3) does not meet the standards of 13 AAC 96.080; or
 - (4) after the officer's date of hire, has illegally used, possessed, delivered, or transported a controlled substance, including an alcoholic beverage in violation of a local option under AS 04.11 or a municipal ordinance.
- (b) The holder of a certificate shall immediately return the certificate to the department upon notification of revocation.
 - (c) An individual who is denied a certificate or a holder whose certificate is revoked may appeal to the commissioner for reversal of the denial or revocation. The appeal must be received in writing within 30 days after the date of the notice of denial or revocation and must set out the reasons for the appeal. The commissioner or the commissioner's designee will issue a written decision within 45 days after receipt of the appeal.
 - (d) A certificate lapses if the holder is not employed as a full-time village public safety officer for a period of 12 consecutive months.
 - (e) An individual may request reinstatement of a lapsed certificate after undergoing additional training and serving an additional probationary period of up to 12 months as required by the department in its discretion.

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

Article 4 Definitions

13 AAC 96.900. Definitions

In this chapter, unless the context requires otherwise,

- (1) "commissioner" means the commissioner of the Department of Public Safety;
- (2) "controlled substance" means a controlled substance as defined in AS 11.71.900;
- (3) "corporation" or "nonprofit regional corporation" means a nonprofit corporation, formed under Alaska law for the benefit of the people of a specific geographic or cultural region of the state;
- (4) "department" means the Department of Public Safety;
- (5) "DWI offense" means the offense of
 - (A) operating a motor vehicle, aircraft, or watercraft while intoxicated under AS 28.35.030 or another law or ordinance with substantially similar elements; or
 - (B) refusing to submit to a chemical test under AS 28.35.032 or another law or ordinance with substantially similar elements;
- (6) "felony" means a crime classified as a felony in Alaska at the time the crime was committed; a conviction in another jurisdiction by a civilian or military court is a felony conviction if the crime has elements similar to those of a felony under Alaska law at the time the offense was committed; a completed suspended imposition of sentence, expungement of record, or pardon does not remove the felony conviction from an individual's record;
- (7) "for cause" means for inefficiency, incompetency, dishonesty, misconduct, or some other reason that adversely affects the ability and fitness of the officer to perform job duties;
- (8) "good moral character" means the absence of acts or conduct that would cause a reasonable person to have substantial doubts about an individual's honesty, fairness, and respect for the rights of others and for the laws of the state and the nation; for purposes of this standard, a determination of lack of "good moral character" is not restricted to acts that reflect moral turpitude, but may be based upon a consideration of all aspects of an individual's character; the following are indicia of a lack of good moral character:
 - (A) illegal conduct;
 - (B) conduct involving moral turpitude, including dishonesty, fraud, deceit, or misrepresentation;
 - (C) intentional deception or fraud, or attempted deception or fraud, in an application, examination, or other document for securing employment, eligibility, or certification;
 - (D) conduct that adversely reflects on an individual's fitness to perform as a village public safety officer; examples include intoxication while on duty, unauthorized absences from duty not involving extenuating circumstances, or a history of personal habits off the job which could affect the officer's performance on the job, such as excessive use of alcohol;
- (9) "governing body" means the elected city council, traditional council, or elders council that the state recognizes as having governmental functions and that the corporation accepts as appropriate to supervise the daily activities of a village public safety officer;
- (10) "misdemeanor" means a crime classified as a misdemeanor in Alaska at the time the crime was committed; a conviction in another jurisdiction by a civilian or military court is a misdemeanor conviction if the crime has elements similar to those of a misdemeanor under Alaska law at the time the offense was committed; a completed suspended imposition of sentence, expungement of record, or pardon does not remove a misdemeanor conviction from an individual's record unless the offense was committed by the individual before the age of 21;

APPENDIX D

VILLAGE PUBLIC SAFETY OFFICER PROGRAM STATUTES AND REGULATIONS

- (11) "moral turpitude" means an act contrary to justice, honesty, principle, or good morals, an act that violates the private and social duties that a person owes to another or to society in general, or an act that is immoral in itself, regardless of illegality;
- (12) "village" means a community with a population of less than 1,000 individuals based on the most recent federal census.

APPENDIX E

AUDIT REQUIREMENTS

2 AAC 45.010. Audit requirements

- (a) A state agency that enters into a financial assistance agreement to provide financial assistance to an entity shall, in coordination with any other state agencies providing financial assistance to that entity, require that entity to submit to the department an audit of the recipient entity if that entity is subject to an audit under this section. The audit must be conducted and submitted as described in this section. In order to ensure compliance with this subsection, a state agency must include the audit requirements of this section in any financial assistance agreement subject to this subsection.
- (b) An entity that expends financial assistance with a cumulative total of \$750,000 or more during the entity's fiscal year shall submit an audit report for the audit period to the department, by
 - (1) the earlier of
 - (A) 30 days after the entity receives its audit report for the audit period; or
 - (B) nine months after the end of the audit period; or
 - (2) a later date than the date calculated under (1) of this subsection, if
 - (A) the state agency that provides the financial assistance agrees to the change of date; and
 - (B) the agreement under (A) of this paragraph is made in
 - i. writing; and
 - ii. advance of the date calculated under (1) of this subsection.
- (c) An audit required by this section must be conducted by an independent auditor, according to the following audit standards effective at the time of review for the audit period:
 - (1) Government Auditing Standards, 2011 Revision, adopted by the comptroller general of the United States, and adopted by reference;
 - (2) generally accepted auditing standards, as accepted by the American Institute of Certified Public Accountants in the Codification of Statements on Auditing Standards, January 2017 revision for the type of entity being audited, adopted by reference;
 - (3) State of Alaska Audit Guide and Compliance Supplement for State Single Audits, May 2017 revision, prepared by the department, adopted by reference;
- (d) The audit required under this section must report on the following:
 - (1) the system of internal controls of the entity and the auditor's identification of significant deficiencies and material weaknesses of the entity, using the applicable standards set out in (c) of this section;
 - (2) the entity's compliance with applicable state statutes and regulations and applicable financial assistance agreements affecting the expenditure of the financial assistance; the report must identify findings and known questioned costs that exceed \$5,000 in the aggregate for all transactions of expenditures tested for the financial assistance being audited;
 - (3) the entity's financial statements;
 - (4) the schedule of state financial assistance.
 - (5) the schedule of findings and questioned costs.
- (e) As part of the audit report required under this section, the entity must provide
 - (1) written comments on any
 - (A) findings;
 - (B) known questioned costs;
 - (C) significant deficiencies, including material weaknesses; and

APPENDIX E

AUDIT REQUIREMENTS

- (D) recommendations contained in the audit report;
- (2) the entity's plan for corrective action, if any findings are identified or any recommendations are made in the audit report;
- (3) the status of the entity's implementation of any plans for corrective actions related to
 - (A) the audit reports required under this section for the fiscal year before the audit period; and
 - (B) unresolved findings of audit reports required by this section for audit periods before those specified in (A) of this paragraph; and
- (4) a written explanation of the reasons why corrective action will not be taken if the entity does not intend to take corrective action on the findings and recommendations in any audit report required by this section.
- (f) An audit report required under this section need not evaluate the effectiveness of a program funded by financial assistance. However, a program evaluation or financial monitoring may be conducted by the state agency or requested of the entity by the state agency that entered into the financial assistance agreement.
- (g) An audit required by this section must cover the entire operations of the entity.
- (h) An entity shall provide the department with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The department will determine if auditing standards have been met and will forward a copy of the audit to the appropriate state agencies. The department will coordinate the assignment of the resolution to one state agency, if the exceptions concern more than one state agency. The applicable state agency providing financial assistance to the entity must meet its responsibilities under other law for ensuring compliance with the audit report.
- (i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section. Nothing in this subsection authorizes a state agency to seek payment from the entity for the additional audit work.
- (j) A third party that receives financial assistance through an entity, in an amount described in this section, is subject to the applicable requirements of this section. An entity that disburses \$750,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed
- (k) Repealed 7/1/98.
- (l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30
- (m) Financial assistance in the following form is not included when calculating whether an entity meets the threshold monetary requirement under (b) of this section:
 - (1) community revenue sharing money provided under AS 29.60.850 - 29.60.879
 - (2) Repealed 3/31/2008;
 - (3) aviation fuel tax money provided under AS 43.40.010
 - (4) electric and telephone cooperative gross revenue tax refunds provided under AS 10.25.570
 - (5) alcoholic beverage license fee refunds provided under AS 04.11.610

APPENDIX E

AUDIT REQUIREMENTS

- (6) fisheries tax refunds provided under AS 29.60.450, AS 43.75.130, and AS 43.77.060
- (7) PERS/TRS relief funding under money appropriated to pay employer unfunded liability attributable to the entity under AS 14.25 and AS 39.35;
- (8) money expended for projects that are solely managed, supervised, and controlled by the Alaska Energy Authority under AS 44.83 and turned over to the grantee at the conclusion of the project
- (n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the entity meets the threshold monetary requirement under (b) of this section.
- (o) Repealed 7/1/98.

APPENDIX F

UNLAWFUL EMPLOYMENT PRACTICES

AS 18.80.220 Unlawful employment practices; exception.

- (a) Except as provided in (c) of this section, it is unlawful for
- (1) an employer to refuse employment to a person, or to bar a person from employment, or to discriminate against a person in compensation or in a term, condition, or privilege of employment because of the person's race, religion, color, or national origin, or because of the person's age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical or mental disability, sex, marital status, changes in marital status, pregnancy, or parenthood;
 - (2) a labor organization, because of a person's sex, marital status, changes in marital status, pregnancy, parenthood, age, race, religion, physical or mental disability, color, or national origin, to exclude or to expel a person from its membership, or to discriminate in any way against one of its members or an employer or an employee;
 - (3) an employer or employment agency to print or circulate or cause to be printed or circulated a statement, advertisement, or publication, or to use a form of application for employment or to make an inquiry in connection with prospective employment, that expresses, directly or indirectly, a limitation, specification, or discrimination as to sex, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, age, race, creed, color, or national origin, or an intent to make the limitation, unless based upon a bona fide occupational qualification;
 - (4) an employer, labor organization, or employment agency to discharge, expel, or otherwise discriminate against a person because the person has opposed any practices forbidden under AS 18.80.200 - 18.80.280 or because the person has filed a complaint, testified, or assisted in a proceeding under this chapter;
 - (5) an employer to discriminate in the payment of wages as between the sexes, or to employ a female in an occupation in this state at a salary or wage rate less than that paid to a male employee for work of comparable character or work in the same operation, business, or type of work in the same locality; or
 - (6) a person to print, publish, broadcast, or otherwise circulate a statement, inquiry, or advertisement in connection with prospective employment that expresses directly a limitation, specification, or discrimination as to sex, physical or mental disability, marital status, changes in marital status, pregnancy, parenthood, age, race, religion, color, or national origin, unless based upon a bona fide occupational qualification.

APPENDIX F

UNLAWFUL EMPLOYMENT PRACTICES

- (b) The state, employers, labor organizations, and employment agencies shall maintain records on age, sex, and race that are required to administer the civil rights laws and regulations. These records are confidential and available only to federal and state personnel legally charged with administering civil rights laws and regulations. However, statistical information compiled from records on age, sex, and race shall be made available to the general public.
- (c) Notwithstanding the prohibition against employment discrimination on the basis of marital status or parenthood under (a) of this section,
 - (1) an employer may, without violating this chapter, provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees;
 - (2) a labor organization may, without violating this chapter, negotiate greater health and retirement benefits for employees of an employer who have a spouse or dependent children than are provided to other employees of the employer.
- (d) In this section, "dependent child" means an unmarried child, including an adopted child, who is dependent upon a parent for support and who is either
 - (1) less than 19 years old;
 - (2) less than 23 years old and registered at and attending on a full-time basis an accredited educational or technical institution recognized by the Department of Education and Early Development; or
 - (3) of any age and totally and permanently disabled.