

MEMORANDUM OF AGREEMENT (MOA)
Between
Southeast Regional Resource Center (SERRC)
In support of the
Juneau Alaska Construction Academy (ACA)
And
University of Alaska Southeast, Juneau Campus (UAS)

A. MOA Purpose:

The purpose of this MOA between SERRC and UAS is to establish guidelines for the School of Career Education (SCE) and SERRC to work collaboratively in enrolling students into credit and non-credit courses. SERRC is able to access an ACA grant in order to support this effort and assist SERRC students in tuition payment for the UAS courses.

This MOA specifies the course that will be offered by SCE and the proposed reimbursements to UAS by SERRC grant funding.

B. Program Topics

UAS SCE and SERRC will promote the enrollment of students into the following short courses including, but not limited to:

- CT 102 Introduction to the Construction Trades
- CT 103 Tools and Materials
- CT 121 and CT 121L Exterior Finishes
- CT 214 and CT 214 Light Wood Framing
- CT 135 Residential Wiring
- CT 140 Residential Plumbing and Heating
- DESL 105 Diesel Engines Simplified

SERRC Juneau Construction Academy will enroll students into regularly scheduled credit courses (example above) at published tuition rates. UAS will help with the enrollment of students as needed.

The School of Career Education will create and teach a four-day course specifically for SERRC and Yaakoosge Daakahidi students:

C. Instructor

The instructors for all of the above-mentioned courses are faculty members from the School of Career Education. It is understood and agreed that UAS is an independent contractor and that UAS SCE instructors are not employees of SERRC.

D. Participant Eligibility

1. Students must meet the requirements presented by **ACA**.
2. There are no prerequisites for the non-credit courses; some credit courses may have prerequisites and all SERRC enrolled students will be required to follow and adhere to any prerequisite requirements.

E. Schedule

Special offer courses, such as Safety Week, will be scheduled according to the availability of instructors, and in accordance with the academic schedule of UAS SCE and the needs of SERRC.

F. Location

The course will be taught at the UAS Technical Education Center located at 1415 Harbor Way, Juneau, Alaska.

G. Equipment

UAS agrees to provide all equipment required for the training unless otherwise specifically noticed in writing as part of the course offering materials. Students will be provided personal protective equipment as required. Students, including SERRC enrolled students, may be required to purchase certain materials, supplies, and personal use items, as specified in the course offerings.

H. Cost

Except for those courses specifically mentioned below, all course related fees and costs, including any tuition expenses and students fees, will be assessed at the standard UAS rates for similar courses and content. SERRC enrolled students will be expected to pay such fees and costs. Notwithstanding the foregoing, SERRC enrolled student tuition, to the extent consistent with SERRC program requirements, will be invoiced to SERRC in accordance with the Payment Terms below. To the extent any available SERRC funding is insufficient to cover any SERRC enrolled student fees and costs, the enrolled student shall be deemed responsible for such fees and costs.

Safety Week – for up to 12 students - \$7000 for 36 hours of training; including Safety Training, Forklift Training, and First Aid/CPR. This training is to take place during the week of April 28, 2025.

Introduction to Mechanic Shop Work - for up to 12 students - \$2900 for 16 hours of training. This training is to take place the week of December 16, 2024.

Typically, a UAS course will be canceled when there are fewer than 8 registered students for a credit course. However, the Safety Week and the Introduction to Mechanic Shop Work will proceed regardless of the number of students SERRC enrolls since there is a set fee for the week as shown above.

I. Cancellation or Rescheduling

If, by mutual agreement, UAS and SERRC agree to cancel this course with less than two weeks' notice, a 15% rescheduling fee will be applied to cover UAS instructor preparation time and administrative expenses. It will be the responsibility of SERRC to notify and coordinate with all course participants in the event of cancellation or rescheduling of this course.

J. Payment Terms

An invoice will be prepared and sent to SERRC within 15 business days of the conclusion of each class session. The billing address for this invoice is the Finance Department, 210 Ferry Way, Juneau, Alaska, 99801. SERRC agrees to pay UAS within 30 days of each class session. Payment will be delivered to the UAS Office of Administrative Services, 11120 Glacier Hwy, Juneau, AK 99801. All final invoices must be received by SERRC no later than June 10, 2024.

K. Administration

The Administrator for the delivery of this course for UAS will be Catherine Pusich, Administrative Manager, School of Career Education (907) 796-6124. The Administrator for SERRC will be Kristy Hill (907) 433-7285.

L. Evaluation

UAS agrees to provide SERRC with a final *written report upon completion of the courses.

** An Educational Record Information Release [FERPA] must be collected for each Student before information can be disclosed to agencies outside the university. [Family Education Rights and Privacy Act Form](#). In the event any SERRC enrolled student refuses or otherwise is unable to provide the required release, information about that student will be omitted from the report.*

This report will include:

1. Attendance record of students.
2. Grade report and student evaluation form.

M. Insurance

UAS, as a self-insured educational institution, will provide liability coverage for participants in the course covered by this MOA.

N. Non-Discrimination

The University of Alaska is an affirmative action/equal opportunity employer and educational institution and prohibits illegal discrimination against any individual. The Parties subscribe to the policy of equal opportunity and will not discriminate on the basis of race, religion, color, national origin, citizenship, age, sex, physical or mental disability, status as a protected veteran, marital status, changes in marital status, pregnancy, childbirth or related medical conditions, parenthood, sexual orientation, gender identity, political affiliation or belief, genetic information, or other legally protected status. The University of Alaska's commitment to nondiscrimination, including against sex discrimination, applies to students, employees, and applicants for admission and employment. The Parties shall abide by these principles in the administration of this agreement and neither institution shall impose criteria which would violate the principles of non-discrimination. The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, and related regulations, and further shall comply with all applicable federal and state laws, rules, regulations, and Executive Orders. The University is required to follow Board of Regents' Policy and University Regulation regarding harassment and discrimination reporting and investigation, regardless of where the alleged conduct occurs; SERRC agrees to cooperate with any related processes, including interim measures and investigation. Contact information, applicable laws, and complaint procedures are included on the University of Alaska's statement of nondiscrimination available at <https://www.alaska.edu/nondiscrimination>.

O. Student Records and FERPA

To the extent that this MOA authorizes or requires either party to have access to or facilitates the use, disclosure or redisclosure of any personally identifiable student education records ("Education Records"), as such term is defined under the Family Educational Rights and Privacy Act and regulations promulgated under the Act ("**FERPA**"), the parties acknowledge and agree that they will both be deemed subject to FERPA, including any limitations on the scope of their use, disclosure, and redisclosure of such Education Records. Pursuant to such obligations under FERPA, the Parties agree to hold Education Records in strict confidence

and to not use or disclose information from Education Records except as permitted by law and in accordance with the requirements, if any, of this Agreement. The Parties and their officers, employees, and agents shall use Education Records only for the purposes for which the disclosure was made and solely to the extent necessary to meet the terms and expectations of this MOA. Any other use, disclosure, or redisclosure is strictly prohibited. Likewise, the Parties shall not disclose any Education Records to any other third-party without the prior consent required by FERPA or as otherwise permitted by applicable law. The FERPA obligations of the Parties shall extend to any contractor or subcontractor of the Parties to whom disclosure or use is authorized under law and this MOA. In addition to the FERPA requirements above, the Parties agree to comply with any and all applicable state and federal privacy laws, including, but not limited to, the Alaska Personal Information Protection Act, in the handling of any personal or private information made accessible to a party under the terms of this MOA.

P. Agreement Integration

This Agreement contains the entire Agreement conditions between the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties.

Further, all parties agree that this MOA will be fulfilled in compliance with applicable laws and regulations of the State of Alaska. Any amendments to this Agreement need to be presented in writing and signed by all parties for acceptance.

Q. Signatures of Acceptance:

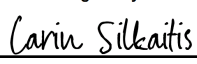
UAS is pleased to be of service to **SERRC** by developing and presenting this educational program. After both parties have signed this MOA and the duplicate copy has been returned to **UAS**, these arrangements are considered acceptable and definite.

Date: November 20, 2024

DocuSigned by:

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 Cory Ortiz, PhD
 Dean of the School of Career Education
 University of Alaska Southeast

Date: November 21, 2024

DocuSigned by:

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 Carin Silkaitis
 Interim Provost, Dean of Research and
 Sponsored Programs
 University of Alaska Southeast

Date: November 20, 2024

Date: November 20, 2024

DocuSigned by:
Julie Vigil
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Julie Vigil
Director, Budget, Grants and Contracts
University of Alaska Southeast
DocuSigned by:
Chris Reitan
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Chris Reitan
SERRC Executive Director