

**AFFILIATION AGREEMENT
BETWEEN
UNIVERSITY OF ALASKA SOUTHEAST
SCHOOL OF CAREER EDUCATION
AND
Ketchikan Gateway Borough School District**

Ketchikan Gateway Borough School District (hereinafter the Affiliate) agrees to the University of Alaska Southeast College of Career Education (hereinafter UAS) whos students are properly enrolled in UAS 's Tech Prep program are subject to the following provisions.

A. UAS' RESPONSIBILITIES

1. UAS will conduct its program in conformity with all applicable state and federal laws and regulations.
2. UAS will inform the Affiliate of the purposes of the program and the educational level of and types of performance expected from students.
3. UAS will provide a faculty coordinator to act as liaison with the student and the Affiliate.
4. UAS will require participating students to:
 - Abide by the rules of dress and conduct and other reasonable regulations of the Affiliate.
 - Follow the guidelines in the UAS practicum syllabus and the Tech Prep Programs Policies and Information.
 - Maintain confidentiality in accordance with the Tech Prep programs policies and all respective professional codes of ethic.

B. AFFILIATE'S RESPONSIBILITIES

1. Affiliate will provide a qualified cooperating/mentor teacher, counselor, or field instructor to work with the student for the number of contact hours required by each individual program as dictated by the State Department of Education and Early Development and appropriate program accreditation agencies.
2. Upon reasonable and proper notice, the Affiliate will allow legitimate educational accrediting bodies to examine the facility in conjunction with their review of UAS programs.
3. Affiliate shall inform students of site-specific safety hazards including emergency action plans.
4. Affiliate shall retain all records pertaining to each student for three years from the end of the student's relationship with Affiliate.

C. GENERAL PROVISIONS

1. There will be no monetary reimbursement from either party to the other for the mutual benefits received under this agreement, nor will any student be reimbursed for services performed incidental to this agreement.
2. Neither Party shall do, or permit anything to be done, which in any manner shall subject the other party to any liability as a result of this agreement. Both Parties shall be solely responsible for the supervision, acts,

and omissions of their employees, subcontractors, and agents, if any. Each Party is responsible for its own negligence or wrongful actions according to applicable law. Neither Party shall have a contractual obligation to indemnify or hold harmless the other party.

3. Students placed with the Affiliate are covered for professional liability through a blanket University of Alaska policy through the Statewide Office of Risk Management. This coverage is only in place during academic semesters unless otherwise arranged with Risk Management. The University of Alaska understands that the Affiliate does not provide Workers' Compensation or General Liability insurance coverage for students' placement with the Affiliate, and the University of Alaska waives any requirement that the Affiliate carry such policies to cover students placed with the Affiliate.
4. The University of Alaska is an affirmative action/equal opportunity employer and educational institution and prohibits illegal discrimination against any individual. The University of Alaska and the Affiliate 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. Both institutions 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. Both 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; Affiliate 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>. See attached UAS Title IX Reference and Resource Guide.
5. All communications between the University of Alaska and the Affiliate shall adhere to the client and student confidentiality requirements of each of the parties. All obligations of the University of Alaska and the Affiliate regarding confidentiality and disclosure of information contained in this agreement shall survive the termination of this agreement and remain binding upon their successors and assigns.
6. All confidential information in the possession of the Affiliate which becomes available to a student or the University of Alaska by virtue of this agreement or the relationship created by the agreement shall be held in strict confidence by the student and the University of Alaska in compliance with (1) 45 C.F.R. Parts 160 and 164 under the Health Insurance Portability and Accountability Act (HIPAA) regarding individually identifiable health information; (2) 42 C.F.R. Part 2 regarding substance abuse treatment records; and (3) state law requirements relating to the privacy, security and administration of health information and other personally identifiable information, including but not limited to the Alaska Personal Information Protection Act. Such confidential disclosures that are made or become available to a student or the University of Alaska are made in reliance on this agreement.
7. Personally identifiable information from students' education records shall be disclosed only in accordance with the Family Educational Rights and Privacy Act (FERPA). The Affiliate and its officers, employees and agents may use information from education records only for the purposes for which the disclosure was made. The Affiliate and its officers, employees and agents shall not disclose information

from education records to any other party without first having received written consent of the student and having obtained assurances that the other party will fully comply with the provisions of FERPA and that no further disclosure by such party shall be permitted. Affiliate shall, within one day of discovery, report to the University of Alaska any use or disclosure of information from education records that is not authorized under FERPA.

8. This agreement shall become effective on the latest date of signature appearing below, and shall remain in effect for five (5) years.

The party, by and through their duly authorized representative, indicate their willingness to be bound by the foregoing provisions by affixing their signature below:

DocuSigned by:
Beth Lougee
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October 19, 2019

Beth Lougee
Superintendent
Ketchikan Gateway Borough School District

DATE

USE FOR STUDENTS OR EMPLOYEES

TITLE IX REFERENCE GUIDE FOR OFF-CAMPUS PROGRAMS/ACTIVITIES UNIVERSITY OF ALASKA SOUTHEAST

This document is a summary of resources, contacts, and the University of Alaska Board of Regents Sex and Gender-Based Discrimination Policy & Regulations BOR P01.04: <https://www.alaska.edu/bor/policy/01-04.pdf>

DOCUMENT PURPOSE

The University of Alaska Southeast affirms our commitment to a safe and healthy educational and work environment in which education programs, employment, and activities are free from discrimination and harassment. Thus, efforts must be made to i) provide the safest environment possible at all times and in all locations and ii) in the event that this goal is not met, to have reporting and responsive mechanisms in place and clearly communicated. This reference guide has been created to accompany University of Alaska students, employees, and affiliates into the field with resources for reporting sexual misconduct. This document provides several important definitions as well as the contact information of resources for victims and others reporting instances of sexual misconduct.

DEFINITIONS*

- **Sex or Gender-based Discrimination** include actions that adversely treat or affect someone, either intentionally or unintentionally, in a manner that unlawfully differentiates or makes distinctions on the basis of the individual's sex or gender.
- **Sexual or Gender-based Harassment** includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature.
- **Sexual Assault** includes non-consensual penetration.
- **Sexual Exploitation** occurs when a person takes a non-consensual or abuse sexual advantage of another person.
- **Nonconsensual Sexual Contact** is any intentional or reckless sexual contact without consent.
- **Complicity** includes any act taken with the purpose of aiding, facilitating, promoting or encouraging sex or gender-based discrimination.
- **Stalking** is repeatedly following, harassing, threatening, or intimidating including by telephone, mail, electronic communication, or social media.
- **Dating or Domestic Violence** includes emotional, verbal and economic abuse with or without the presence of physical abuse committed by a person who is or has been an intimate relationship with the victim or by a current or former spouse or partner.
- **Retaliation** is adverse employment, academic, or other actions against anyone reporting or participating in an investigation of Title IX allegations.
- **Confidential Employee** is any employee who is a licensed medical, clinical or mental-health professional (e.g., physicians, nurses, physicians' assistants, psychologists, psychiatrists, professional counselors and social workers, and those performing services under their supervision), when acting in his or her professional role in the provision of services to someone who is a University student.
- **Responsible Employee:** All University employees are required to report sexual misconduct to the Title IX office within 24 hours. This excludes the confidential employee identified as a confidential resource

*Full definitions can be found in Board of Regents Policy & Regulation: <https://www.alaska.edu/bor/policy/01-04.pdf>

WHAT THIS MEANS

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School of Career Education Juneau Alaska
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UA is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual: www.alaska.edu/nondiscrimination.

The rules of the University of Alaska Southeast apply at all affiliate locations such as: field stations, clinical and educational sites, and during all class related travel. If you experience or observe sexual or gender-based misconduct by any individual (student, employee, affiliate, unaffiliated or unfamiliar individual), we encourage you to report this to an instructor or internship coordinator. If you feel uncomfortable reporting misconduct to these individuals, there are additional contacts and resources listed in this document. You can contact as many or as few as you feel comfortable and necessary.

UAS takes immediate, effective, and appropriate action to respond to reported acts of sexual harassment and sexual violence. As a University of Alaska student or employee, you have many rights related to Title IX regulations. These include, but are not limited to:

- You are entitled to a fair, impartial, and prompt investigation of your complaint.
- You have the right to be protected from further discrimination, both while the investigation is happening and after to assure that your academic environment is free of hostility.
- You have the right to alternative placement to minimize any disruption to your academic progress or work environment, and other interim measures.
- You have the right to identify witnesses who can attest to the alleged discriminatory behavior.
- You have the right to be notified of any updates or delays, and outcomes regarding the investigation and any pertinent sanctions.
- You have the right to appeal.
- You have the right to be protected from retaliation. Reporting sexual harassment/sexual violence will not impact your University of Alaska standing.
- You have the right to file civil or criminal complaints, outside of the processes of the institution.

REPORTING OPTIONS

Emergency Situation: Please call 911 or local law enforcement

Non-emergency Situation:

Non-emergency situations are those in which there is no immediate threat of harm to you or another person, but you would still like to report an incident or are in need of assistance or counsel because an incident has already occurred.

Confidential Reporting:

- University of Alaska Southeast students can access UAS Health & Counseling Services from any location. Appointments are available in-person, over the phone or via Skype.
 - To make an appointment call 907-796-6000 or 877-465-4827
 - Or email: Margie at mwthomson@alaska.edu or Becky at baiverson@alaska.edu
 - UAS Employees: Employee Assistance Program (Confidential)
800-697-0353 or <http://www.alaska.edu/benefits/employee-assistance-progr/>
 - UA Confidential Hotline: 855-251-5719 or www.alaska.ethicspoint.com
- Once a complaint is received, the office that addresses your specific type of report will reach out to you, if requested.

Non-confidential Reporting:

All employees, with the exception of the health and counseling staff working within the scope of their licensures are considered “responsible employees” and can connect students with support from the Title IX office and other campus and community resources. Specific contacts include:

- Reporting to Title IX

- Chase Parkey, Acting Title IX Coordinator: 907-796-6371 / ctparkey@alaska.edu
- Report online to your Title IX office: www.uas.alaska.edu/titleix
- Student Affairs - Undergraduate
 - Nathan Bodensadt, Director of Housing and Residence Life: 907-796-6391 / nbodensadt@alaska.edu
- Karen Carey – Provost and Dean of Graduate Studies: 907-796-6486 / ktcarey@alaska.edu

ADDITIONAL RESOURCES

- **Alaska Network on Domestic Violence and Sexual Assault**
 - <http://www.andvsa.org/> for hotline numbers in your area
- **National Domestic Violence Hotline** (available 24/7 – confidential resource)
 - 800-799-7233 / (TTY) 800-787-3224 or www.thehotline.org
- **National Sexual Assault Hotline (RAINN)** – confidential resource, 24/7
 - 800-656-4673 / <https://rainn.org/get-help/national-sexual-assault-hotline/>
- **International Resources:** Become familiar with the location that you will be traveling to prior to starting your travel at the US Bureau of State website:
<https://travel.state.gov/content/passports/en/go/checklist.html>
 - **International Domestic Violence and Abuse Agencies List:** An international inventory of hotlines, shelters, refuges, crisis centers and women’s organizations, searchable by country, plus an index of domestic violence resources in over 70 languages: <http://www.hotpeachpages.net>
 - **International Crime Victim Compensation Program Directory:** A directory to help victims of crime find victim service agencies in the United States and abroad.
<http://ovc.ncjrs.gov/findvictimservices/search.asp>
 - **RAINN International Sexual Assault Resources:** A list of international centers in Australia, Bolivia, Belarus, Botswana, Canada, Estonia, Finland, Indonesia, Israel, Japan, Mexico, Namibia, New Zealand, Pakistan, Philippines, Russia, South Africa, Sweden, and United Kingdom <https://rainn.org/get-help/sexual-assault-and-rape-international-resources>

IMPORTANT NOTES

- **Confidentiality and responsible employees:**

Given the personal nature Title IX violations, many victims are understandably reluctant to come forward. As such, it is particularly important that they understand how to report and how that report will be handled. Reports made to the confidential resources are confidential and can be anonymous. Except in rare, extreme circumstances, nothing will be shared with anyone outside of these offices without explicit permission.

Information shared with other UAS offices is kept as private as possible, but some information will be shared with the Title IX coordinator, who is expected to be made aware of all reported Title IX violations.

- **Protections for reporters:**

The University strongly encourages students to report incidents violating Title IX policy regardless of whether the consumption of drugs or alcohol was involved. Therefore, students who act responsibly by reporting information about violations of Title IX policy to the appropriate authorities will not face University disciplinary action for their own possible drug or alcohol consumption in connection with the reported incident.

Title IX also protects against retaliation, defined as adverse action against a person reporting or participating in an investigation of Title IX allegations.

GOALS & EXPECTATIONS FOR OFF-CAMPUS EDUCATIONAL PROGRAMS/ACTIVITIES

University of Alaska Southeast Goals:

- Provide a safe and respectful environment for students, faculty, and staff regardless of location.
- Ensure that students, faculty and staff have appropriate access to resources to address and help resolve conflicts of any nature, including but not limited to sexual harassment and/or assault.
- Enable rapid communication between the involved parties, the department, and other offices on campus with relevant expertise in the event of any such conflict.

Expectations for the Third Party Educational Provider:

- Third party providers will assist and cooperate with the University of Alaska Southeast, as necessary, in any process or investigation related to Title IX policy and compliance responsibilities related to the obligations of the University of Alaska Southeast as a public institution of higher education.
- Third party providers agree to take no action affecting any student or employee placed at their agency that would be prohibited by Title IX.

Expectations for Participants in Field Experiences:

- Students, employees, and affiliates who participate in any University of Alaska programs are expected to uphold the highest standards of professional conduct while involved in an off campus educational program or activity.
- Students are further obligated to remain in compliance with UA's Student Code of Conduct in all contexts: <https://www.alaska.edu/bor/policy/09-02.pdf>
- All participants in off-campus educational programs or activities are also expected to be aware of, respect, and comply with the customs, cultural norms, expectations, and laws of the country they are working in. Not only does this ensure a safe working environment, it also ensures good relations between the local community and those attending or leading the off-campus educational program or activity.
- Given their position of authority, faculty and staff accompanying or supporting students during off-campus educational programs are expected to maintain a safe working and learning environment by communicating the resources available to students for resolving any issues, remaining alert for evidence of misconduct, and setting a professional tone throughout the field season.
- Faculty and staff that are not designated as confidential reports are required to report any incidents to the Title IX office at their home campus promptly. Informing a supervisor who is present on-site is one appropriate action, but the reporter should also be aware that additional reporting is necessary to appropriately resolve the situation.

Expectations for the Internship Coordinator or Department:

- The Department, Internship Coordinator, or Faculty will communicate a non-exhaustive list of resources for resolving conflicts of various natures to participants in department sponsored field activities.