



NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

Ambler · Buckland · Deering · Kiana · Kivalina · Kobuk · Kotzebue · Noatak · Noorvik · Selawik · Shungnak
PO Box 51 · Kotzebue, Alaska 99752 · Phone (907) 442-1800

NWABSD BOARD OF EDUCATION

ADHOC Committee Meeting

Agenda

Call 1-833-682-3239, enter code: 482 989 957 #

January 20, 2026

01:00 P.M.

1. Borough Ordinance
2. Commercial Lease between Northwest Arctic Borough School District and Iliigaat Munaqsriavat

Margaret Hansen, President

Margaret Hansen, President

Committee Members: Officers
Staff: Terri Walker

MISSION: To provide a learning environment that inspires and challenges students and employees to excel.
VISION: To graduate all students with the knowledge, skills, and attitudes necessary for a successful future.

2.40.030

C. The borough assembly shall determine the location of school buildings with due consideration to the recommendations of the borough school board. To the maximum extent consistent with education needs, design of a school building shall provide for multiple use of the building for community purposes.

Deering needs Borough approval for site and design.

1. The borough school board shall provide custodial services, insurance and routine maintenance for school buildings and shall appoint, compensate and otherwise control personnel for these purposes.

2. The borough school board is responsible for the design criteria of the school buildings.

Subject to the approval of the assembly, the school board shall select the appropriate professional personnel to develop the designs. The school board shall submit preliminary and subsequent designs for a school building to the assembly for approval or disapproval; if the design is disapproved, a revised design shall be prepared and presented to the assembly. Prior to submitting any design to the assembly, all preliminary and subsequent designs shall be reviewed by a joint committee of the school board and assembly or such other committee as the assembly may designate. Preliminary and subsequent designs should not be submitted to the assembly without adequate time for committee review. The borough assembly shall have 30 days after receipt to approve or disapprove a design or design professional submitted by the school board. If no regular assembly meeting is scheduled to be held within the 30 days, a special meeting shall be called. If no action is taken by the assembly, then the design or design professional as submitted by the school board is deemed approved. If a design has not had adequate committee review, it shall be grounds for the assembly, if it so chooses, to summarily disapprove the design.

3. The borough school board shall provide custodial services and routine maintenance for school board buildings and shall appoint, compensate and otherwise control personnel for these purposes. The borough assembly through the mayor shall provide for all major rehabilitation, all construction and major repair of school buildings. The recommendations of the school board shall be considered in carrying out the provisions of this section.

childcare

a. By mutual resolution of both the school board and borough assembly, the borough assembly may delegate to the school board specific authorities to undertake any major rehabilitation, construction or major repair of school buildings.

for all 2024 projects; Deering, Selawik, ODC & Fire Systems. January 2026

b. There is approved an appropriation of \$100,000 for unbudgeted or unanticipated major rehabilitation, construction or major repair needs of school facilities.

c. By mutual resolution of both the school board and the borough assembly, annual charges, if any, shall be established for the use of borough property.

D. The school board shall submit a report to the mayor and borough assembly, by April 30th of each year, on the major rehabilitation, construction, and major repair and anticipated needs of school facilities. The school board, mayor and assembly shall work together in developing a plan to meet these capital needs of the borough and school district.

*6 yr CIP plan needs
Assembly approval.*

E. Definitions. As used in this section the following words shall have the definitions provided.

“Major rehabilitation and construction” means those anticipated tasks which will either extend the life of a facility or create a new facility or significantly alter the configuration of an existing facility.

*Dyna
= CIP*

“Major repair” means those tasks required to be undertaken as the result of an event which causes unexpected damage to a school facility.

“Routine maintenance” means those tasks required to be done on a regular basis to maintain the facility in its operational capacity. = *Property Services.*

F. State law relating to teacher's salaries and tenure, to financial support, to supervision by the department and other general laws relating to schools governs the exercise of these functions by the borough. The school board shall appoint, compensate and otherwise control all school employees and administration officers in accordance with AS Title 14.

G. School boards within the borough may determine their own policy separate from the borough for the purchase of supplies and equipment.

Should include capital outlays

H. The borough school board shall submit the school budget for the fall school year to the borough assembly no later than May 1st for approval of the total amount. Within 30 days after receipt of the budget, the assembly shall determine the total amount of money to be made available from local sources for school purposes and shall furnish the school board with a statement of the sum to be made available. If the assembly does not, within 30 days, furnish the school board with a statement of the sum to be made available, the amount requested in the budget is automatically approved. By June 15th, the assembly shall appropriate the amount to be made available from local sources from money available for that purpose.

I. The title to all lands and buildings that are sites of school instruction or administration shall be in the name of the Northwest Arctic Borough. (Ord. 05-08 § 1, 2005; Ord. 96-02 § 2, 1996; Ord. 95-02

NOT NEGOTIATED/NOT FINAL

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COMMERCIAL LEASE BETWEEN
NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT
AND
ILILGAAT MUNAQSRIVIAT

This LEASE is made on [Month Day, Year] by and between Northwest Arctic Borough School District ("Lessor"), whose address is P.O. Box 51, Kotzebue, Alaska 99752 and Ililgaat Munaqsriavat ("Lessee"), whose address is P.O. Box 256, Kotzebue, Alaska 99752, (collectively "the Parties").

ARTICLE 1
LEASED PREMISES, TERM, AND RENEWAL

1.01 **Leased Premises.** Lessor, for and in consideration of the rents, covenants and conditions hereinafter specified to be paid, performed and observed by Lessee, hereby leases to Lessee, and Lessee hereby leases from Lessor approximately 6,058 square feet known as the "Middle School Pod" at Kotzebue Middle High School located at 775 3rd Avenue, Kotzebue, Alaska 99752, to include four classrooms (4) rooms, hallways, offices, and restrooms, as shown on **Exhibit A – Floorplan** attached hereto (the "Leased Premises").

Lessee will operate a licensed childcare center on the Leased Premises. Lessee shall not use or permit the Premises to be used for any other purposes without the prior written consent of the Lessor. However, such consent shall not be unreasonably withheld so long as the contemplated use of the Leased Premises is related to childcare.

1.02 **Lease Term and Renewal.**

- A. **Term.** This Lease shall be for a term of two (2) years commencing on [Month Day, Year] and terminating on [Month Day, Year] unless earlier terminated in accordance with the terms of this Lease.
- B. **Renewal.** The Lease may be renewed by Lessee mutual written agreement of the Parties for one-year renewal terms ~~provided Lessee provides Lessor with written notice of its intent to renew at least 90 calendar days prior to the expiration of the Lease term.~~

ARTICLE 2
RENT

2.01 **Effective** [Month Day, Year], Lessee shall pay to Lessor, without deduction and without notice or demand, net of all real property taxes, assessments, rates and other charges required to be paid by Lessee under this Lease with respect to the Leased Premises, the rent of [insert dollar amount] per month on or before the 1st day of each month during the Lease Term.

2.02 **Rent Adjustment.** At any time after the end of the first calendar year in which the Lease is in effect, and no more than once in any twelve-month period after that, the Lessor may assess a Rental Rate Adjustment to be calculated by the Lessor making a good faith estimate of the increase in Allowable Costs for the next twelve-month period and shall notify Lessee by sending an invoice for the Rental Rate Adjustment. The Lessor shall make available supporting documents used to estimate the Rental Rate Adjustment to Lessee. The Rental Rate Adjustment may include the following Allowable Costs:

- A. An increase in the cost of operational expenses for the building, which includes utilities such as

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electrical, heating oil, water/sewer, and refuse pickup;

- B. An increase in the cost of property, fire, and casualty insurance; and/or
- C. An increase in the cost of other out-of-pocket expenses attributable to the Leased Premises that Lessor is responsible for under the terms and conditions of this lease.

ARTICLE 3 LIABILITY, INSURANCE, AND INDEMNIFICATION

- 3.01 **Liability.** Each party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (as the "Indemnified Party") their affiliates, officers, directors, employees, agents and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees), and causes of action (hereinafter "Claims") for Claims caused by or resulting from a responsibility or liability under this Lease or the sole fault, negligent, or reckless acts or omissions of the Indemnifying Party, its officers, employees, or agents, or Lessee's invitees.
- 3.02 **Liability Insurance.** Lessee shall provide proof of general liability insurance satisfactory to Lessor, including coverage for death and personal injury, and property damage with the following limits: Personal Injury: \$1,000,000 per person; \$2,000,000 per incident.
- 3.03 **Effect of Fire or Casualty, Taking, or Condemnation.** The Lessor shall insure for fire or other catastrophic damage to the building. In the event of a fire or any other casualty, including actions by the State of Alaska, the United States, or the local government, resulting in loss of use of all or a substantial part of the Premises for more than a week, then either party may cancel this Lease on 30 days written notice. If the Lease is not terminated, then the Lessor shall proceed with all expedience to restore the Premises, and for the period in which the Premises are not usable, the Lessor shall reduce the rent charged and pro-rate accordingly.

ARTICLE 4 LESSOR'S COVENANTS

- 4.01 **Quiet Enjoyment.** Upon timely payment by Lessee of all rent and other payments required to be paid by Lessee under this Lease, and upon full and faithful observance and performance by Lessee of all of its covenants contained in this Lease, and so long as such observance and performance continues, Lessee shall peaceably hold and enjoy the Leased Premises during the Lease Term without hindrance or interruption by Lessor or anyone lawfully claiming by, through, or under it.
- 4.02 **Grade and Drainage.** Lessor shall not alter the grade or drainage of the adjacent properties such that drainage will flow over or through the Leased Premises of the Lessee.
- 4.03 **Taxes.** Lessor shall pay any property taxes on the real property interest involved, including assessments, but not including any fixtures that are the property of Lessee.
- 4.04 **Repairs.** Lessor shall keep the structural portions of the building, including external walls, flooring, ceiling, and roof of the building, in good repair and shall pay for all damages thereto except for damages caused or allowed by the Lessee. Lessor shall also keep HVAC and plumbing in good repair except that Lessor may charge back to Lessee plumbing and HVAC problems attributable to abnormal or improper use by Lessee, its agents, employees, or invitees, as defined by the repair person. The Lessor shall keep the external electrical lines in good repair.
- 4.05 **Utility Services.** Lessor will provide heat, water, sewer, electricity, snow removal, janitorial and refuse

service. Lessee will provide internet and phone services. Lessor reserves the right to stop service of the heating, plumbing, and electrical systems when appropriate because of accident, emergency, or repairs and shall not be liable to Lessee for any damages arising therefrom. Heating, plumbing, and electrical systems may also be interrupted by strike, accident, natural calamity, or orders or regulations of any governmental authority, and Lessor shall not be liable to Lessee for any damages arising therefrom.

ARTICLE 5 LESSEE'S COVENANTS

5.01 Observance of Laws. Lessee, at all times during the Lease Term, at its own expense and with all due diligence, shall observe and comply with all laws, ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental agency, and which may be applicable to the Leased Premises or any improvement on it or any use of it, and shall promptly furnish such evidence of compliance with such laws, ordinances, rules and regulations as Lessor may request from time to time.

5.02 Upkeep. Lessee shall keep the Premises in good repair and take financial responsibility for repair of damages to the property resulting from the use by Lessee or Lessee's invitees, including damage to all fixtures and equipment that become a part of the real estate, glass, plumbing, and pipes. Lessee shall hire and/or employee janitorial staff to ensure this upkeep is completed. The Lessor remains responsible for the ordinary maintenance of such items. Lessee shall take care that no pipes are exposed to freezing conditions and shall be responsible for loss occurring from freezing caused by or avoidable through the ordinary care of the Lessee. It shall keep means of ingress and egress free and comply with all fire codes.

5.03 Waste and Wrongful Use. Lessee shall not commit or suffer any waste of the Leased Premises or any unlawful, unsafe, improper, or offensive use thereof or any public or private nuisance thereon. If abuse or waste of the Leased Premises is found, Lessee, upon demand by Lessor, shall immediately eliminate such abuse or waste and restore the property to its original condition, normal wear and tear excepted.

5.04 Surrender of Leased Premises. Upon the expiration or termination (including termination resulting from Lessee's breach) of this Lease, and subject to the terms of the Memorandum of Agreement signed between Lessor and Manilag Association on [date], Lessee, without further notice, shall deliver to Lessor, possession of the Leased Premises.

5.05 Holdover. If Lessee remains in possession of the Leased Premises after expiration of the Lease Term without the execution of a new lease or of an extension of this Lease, and in such a manner as to create a valid holdover tenancy, and if no notice of termination has been delivered by Lessor to Lessee, Lessee shall be deemed to occupy the Leased Premises only as a Lessee at will from month-to-month, upon and subject to all of the provisions of this Lease which may be applicable to a month-to-month tenancy.

5.06 Liens. Lessee will not permit any materialmen, mechanics, laborers, or other liens of any nature to attach to the property unless Lessee is contesting such lien in good faith and, in Lessor's reasonable opinion, is diligently protecting the interests of Lessor during such contest.

5.07 Grade and Drainage Improvements, Additions and Alterations. Lessee shall not make alterations to the grade or drainage of the Leased Premises without the written approval of the Lessor.

ARTICLE 6 ASSIGNMENTS AND MORTGAGES

6.01 Lessor's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Leased Premises without Lessor's prior written consent. Lessor's consent shall not be unreasonably withheld.

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Any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void and shall constitute a breach of this Lease.

ARTICLE 7 **TERMINATION, DEFAULT AND DEFEASANCE**

7.01 Event of Default. The following shall be a default by Lessee and a breach of this Lease:

- A. Failure to Perform Covenants. Abandonment or surrender of the Leased Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Lessee or to perform as required or conditioned by any other covenant or condition of this Lease.

7.02 Notice and Right to Cure.

- A. Notices. As a precondition to pursuing any remedy for an alleged default by Lessee, Lessor shall, before pursuing any remedy, give notice of default to Lessee.
- B. Method of Giving Notice. Lessor shall give notice of default by either personal service or by first class mail.
- C. Lessee's Right to Cure Default(s). If the alleged default is nonpayment of rent, Lessee shall have thirty (30) days after the notice is given to cure the default. For the cure of any other default, Lessee shall promptly and diligently cure the default and shall have thirty (30) days after notice is given to complete the cure.

7.03 Non-Waiver. Acceptance by Lessor of any rents shall not be deemed to be a waiver by it of any breach by Lessee of any of its covenants contained in this Lease or of the right of Lessor to re-enter the Leased Premises or to declare forfeiture for any such breach. Waiver by Lessor of any breach by Lessee shall not be deemed to be a waiver of the right of Lessor to declare forfeiture for any other breach or of any other covenant.

7.04 Right of Lessor to Protect Against Default. If Lessee fails to observe or perform any of its covenants contained herein, Lessor, at any time thereafter and with seven (7) days notice, or in the case of a situation deemed by Lessor to constitute an emergency, without notice, shall have the right but not the obligation to observe or perform such covenant for the account and at the expense of Lessee, and shall not be liable to Lessee or anyone claiming by, through, or under it for any loss or damage by reason thereof to the occupancy, business, or property of any of them. All costs and expenses paid or incurred by Lessor in observing or performing such covenant shall constitute additional rents, which Lessee shall forthwith pay to Lessor upon statements therefore.

7.05 Lessor's Remedies. In the event of a breach by Lessee of any of the agreements, conditions, or terms of this agreement, and a subsequent failure to cure the breach by Lessee, then Lessor shall have the right to terminate this Lease and seek reasonable damages. Lessor retains the right to invoke any other remedy allowed by law or in equity. These rights are cumulative and the exercise of one right has no exclusionary effect on any other. Failure to exercise a right does not constitute a waiver of that right.

- A. Termination in the Event of Default. If Lessor gives Lessee notice of termination, all Lessee's rights in the Leased Premises shall terminate. Within forty-eight (48) hours after notice of termination, Lessee shall surrender and vacate the Leased Premises, and Lessor may re-enter and take possession of the Leased Premises. Termination under this paragraph shall not relieve Lessee

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from the payment of any sum then due to Lessor or from any claim for damages previously accrued or accruing against Lessee, or any other relief available to Lessor.

- B. **Recovery of Rent.** Lessor shall be entitled, at Lessor's election, to each installment of rent or to any combination of installments for any period before termination, plus interest at the rate of two (2%) percent from the due date of each installment.
- C. **Lessee's Personal Property.** Lessor may, if Lessee fails to remove personal property or any new improvements within the time allowed above, use Lessee's personal property, Lessee's improvements and trade fixtures on the Leased Premises, or any of such property without liability for use or damage, or store them at the sole risk and cost to Lessee.

7.08 **Lessee's Right to Terminate Lease.** Lessee may terminate this lease by: (1) not exercising its right to renewal; or (2) Lessee may give Lessor ninety (90) days advance written notice to Lessor of its intent to terminate this Lease. In such event, Lessee shall be responsible for all rents for anytime it is occupying the Premises, even partially.

7.09 **Lessee's Remedies.** This is a commercial lease and in no respect is covered by the Residential Landlord Tenant Act of the State of Alaska or any other statutes designed to protect residential tenant or landlord interests except as they apply to commercial leases. In the event that Lessee is dissatisfied with any aspect of Lessor's performance, Lessee shall give written notice to Lessor, and Lessor shall have ten days to remedy the defect. If the defect is substantially cured but not fully satisfactory to Lessee, then Lessee shall notify Lessor, and Lessor shall have another ten days to affect the cure. Lessee shall have all rights given to Lessee for a breach of the terms of this Lease by Lessor at common law in law and equity subject only to the condition precedent of notice as required in this section.

ARTICLE 9 GENERAL PROVISIONS

9.01 **Ownership of Improvements.**

- A. **Improvements Owned by Lessor.** The following improvements are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessor:

[To be included once final construction plans are completed]
- B. **Improvements Owned by Lessee.** The following improvements are situated on and are part of the Leased Premises and are and shall remain throughout the term of this Lease the property of the Lessee:

[To be included once final construction plans are completed]

9.02 **Lessor's Right to Entry, Inspection and Repair.** Lessor may enter and inspect the Premises, at any time during regular business hours, with or without the presence of Lessee or its authorized representative, after giving twenty-four (24) hours advance notice to Lessee of such inspection. To protect the confidentiality of Lessee's invitees, Lessor shall take every step possible to not enter without the presence and consent of Lessee except in an emergency or upon agreement by Lessee, such agreement not to be unreasonably withheld or refused. In the event of an emergency, Lessor may enter and inspect the Leased Premises on reasonable notice to Lessee (including no notice if the circumstances warrant) and make such repairs or institute such measures, on the account and at the expense of Lessee, as may be necessary to avert or

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terminate the emergency. An emergency is any action, event or condition, either extant or imminent, that threatens significant damage to property or injury to persons on or near the Leased Premises, and includes, but is not limited to, flood, fire, explosion, uncontrolled dangerous discharge or release of water or fluids, or the unauthorized or illegal placement of hazardous or toxic materials on Leased Premises. The provisions of this paragraph apply to Lessor solely in its capacity as Lessor and not in any other capacity.

9.03 **Notices.** All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender and delivered by facsimile, email (with a hard copy mailed first class) or mailed and addressed to the respective parties as follows:

To Lessor:

Northwest Arctic Borough School District

Attn: [Director of Administrative Services](#)

PO Box 51

Kotzebue, AK 99752

To Lessee:

Ililgaat Munaqsriviat

Attn: President

PO Box 256

Kotzebue, AK 99752

9.04 **Integration and Amendments.** Except as otherwise expressly provided in this Lease, this Lease is a complete integration of every agreement and representation made by or on behalf of Lessor and Lessee with respect to the Leased Premises, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Lease, any law or custom to the contrary notwithstanding. No amendment or other modification of the provisions of this Lease shall be effective unless incorporated in a written instrument duly executed and acknowledged by Lessor and Lessee.

9.05 **Survival and Severability.** If any provision of this Lease shall be deemed to be void or otherwise unenforceable by any court or other tribunal of competent jurisdiction, to the extent possible, the rest of the Lease shall remain in full force and effect.

9.06 **Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. The designations "Lessor" and "Lessee" include their respective successors and assigns and shall be so construed that the use of the singular includes the plural number, and vice versa, and the use of any gender include the other genders.

9.07 **Captions.** The captions of the paragraphs are for convenience only, are not operative, and neither limit nor amplify in any way the provisions hereof.

9.08 **Execution and Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

9.09 **Governing Law/Construction.** This Lease shall be construed and governed by the laws of the State of Alaska. This Lease was negotiated between the parties and shall not be strictly construed against either party. In the event that a question, dispute, or requirements for interpretation or construction shall arise with respect to this Lease, jurisdiction and venue shall lie exclusively with the State Court in the Second Judicial District at Kotzebue, Alaska.

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9.10 Authority to Execute Lease. The Parties represent that the person signing this Lease on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Lease.

**NORTHWEST ARCTIC
BOROUGH SCHOOL DISTRICT**

ILILGAAT MUNAQSRIVIAT

By: _____
NameTerri Walker
TitleSuperintendent

By: _____
Tracey Schaeffer
President

Date Signed: _____

Date Signed: _____