

**MEMORANDUM OF AGREEMENT
BETWEEN NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT AND
MANIILAQ ASSOCIATION**

This Memorandum of Agreement (“Agreement”) is made and entered into this ___ day of _____, 2026, by and between the NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT (“School District”) and MANIILAQ ASSOCIATION (“Maniilaq”).

RECITALS

WHEREAS, the School District provides public education to the students of 11 communities throughout the Northwest Arctic Region of Alaska;

WHEREAS, Maniilaq is a tribal consortium that provides services to the 11 communities served by the School District and one additional community through its Compact of Self-Governance with the United States Department of the Interior, entered pursuant to Title IV of the Indian Self-Determination and Education Assistance Act (“ISDEAA”; PL 93-638), and related funding agreements;

WHEREAS, Maniilaq and the School District both value quality childcare programming that upholds our Iñupiat Ilitqusiatic, is inspired by Iñupiat language and culture, supports families and the economy, and strengthens future generations, and wish to work together to pursue the possibility of enabling a third party to operate a licensed child care center on School District property within the Kotzebue Middle High School;

WHEREAS, the School District has space available in the Sixth Grade Pod of Kotzebue Middle High School and has procured a design firm’s expertise to assist with determining whether renovating such space to house a childcare center is feasible, and may potentially procure architectural design and construction phase services, and contractor construction services to renovate the facility;

WHEREAS, Maniilaq has funding available to reimburse the School District for these architectural design and construction phase services, and contractor construction services, and to reasonably restore the facility to its pre-construction state at such time as the childcare center no longer operates in the facility; and

WHEREAS, the School District and Maniilaq wish to enter into this Agreement to establish a clear shared understanding of their commitments around working together to pursue the possibility of design and renovation to enable a third party to operate a licensed childcare center on School District property within the Kotzebue Middle High School Sixth Grade Pod.

COMMITMENTS

NOW, THEREFORE, the School District and Maniilaq agree to the commitments, roles, and responsibilities set forth below.

1. The School District and Maniilaq understand and agree:

- a. The School District procured a feasibility study by architectural firm Burkhart Croft to determine whether it is feasible to renovate the Sixth Grade Pod to serve as a childcare facility. Burkhart Croft found it is feasible to renovate the Sixth Grade Pod to serve as a childcare facility. The School District provided the feasibility report to Maniilaq. The invoice for the feasibility study is \$ 9,962.75.
- b. The School District and Maniilaq agree it is reasonable to proceed to procuring design and constructions services to renovate the facility.

2. School District's Role & Responsibilities.

- a. The School District agrees to manage the architectural design and construction phase services, and contractor construction services procurement processes, in compliance with applicable procurement standards, per 2 CFR 200.317 thru 200.327 (as outlined in Appendix A).
- b. The School District will solicit Maniilaq input and written agreement (email acceptable) on RFP and contract terms, costs, scopes of work, change orders, and timelines of work to be performed prior to publishing and/or executing such documents, with a Not To Exceed combined total of \$3,225,000 (as outlined in Appendix B, Budget Summary).
- c. The School District will submit invoices (with appropriate support documentation) for payment of said services.
- d. The School District may terminate this agreement at any time, for any reason, and decide to not schedule or procure any additional architectural design and construction phase services, and contractor construction services, at its own volition. District termination costs will be reimbursed by Maniilaq in accordance with Commitments 3.c.
- e. The School District's designated project contact is Capital Projects Manager Dena Strait.

3. Maniilaq Role & Responsibilities.

- a. Maniilaq agrees to reimburse the School District the actual cost of the feasibility study conducted by Burkhart Croft, in the amount of \$9,962.75. This payment will be made within 30 days of signatures on this agreement, upon receipt of invoice and supporting documents.
- b. Maniilaq agrees to provide timely input and written indication of agreement or lack thereof (email acceptable) on conceptual and final floorplans, draft RFP and contract terms, costs, scopes of work, change orders, and timelines of work to be performed prior to the School District's publishing and/or executing such documents; and
- c. Maniilaq agrees to pay the School District for actual costs of architectural design and construction phase services, and contractor construction services, performed to renovate the facility to serve as a childcare center as well as to reasonably restore it to its original status. Payment shall be made by Maniilaq to the District contemporaneously with the District's expenditure of funds on the services described herein, upon receipt of invoice and supporting documents.

4. General Provisions.

- a. Integration and Amendments. This Agreement is the full agreement with respect to the subject matter hereof, and no implied covenant or prior oral or written agreement shall be held to vary the provisions of this Agreement. No amendment or other modification of the provisions of this Agreement shall be effective unless incorporated in a written agreement, or future amendment, signed by both parties.
- b. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the School District and Maniilaq and their respective successors and assigns.
- c. Execution and Counterparts. This Agreement 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.
- d. Governing Law/Construction. This Agreement shall be construed and governed by the laws of the State of Alaska. This Agreement 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 Agreement, jurisdiction and venue shall lie exclusively with the State Court in the Second Judicial District at Kotzebue, Alaska.

- e. Authority to Execute Agreement. Each party represents that the person signing this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, the School District and Maniilaq have duly executed and acknowledged this Memorandum of Agreement as of the date last affixed hereto.

NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

Terri Walker, Superintendent

Date: _____

MANIILAQ ASSOCIATION

Tim Gilbert, President/CEO

Date: _____

**Addendum 1
Procurement of Architectural design and construction phase services, and
contractor construction services**

This Addendum 1 Procurement of Architectural Design Services attached to the Memorandum of Agreement Between Northwest Arctic Borough School District and Maniilaq Association is made and entered into this ___ day of _____, 2026, by and between the NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT (“School District”) and MANIILAQ ASSOCIATION (“Maniilaq”).

1. Design Services.
 - a. Maniilaq has provided a conceptual design (developed by the community working group) for the childcare facility to the School District. The School District will review and provide the conceptual design to Burkhart Croft. Burkhart Croft, Maniilaq, and the School District will conduct a site visit of the facility in early 2026. The School District will request a quote from Burkhart Croft for the design phase of the childcare facility and will share it with Maniilaq. Design Phase services, including bidding, shall not exceed \$165,000.
 - b. Design Timeline. The Parties agree to use best efforts to obtain completed construction documents from Burkhart Croft by April 30, 2026. The School District will include contractual terms in its agreement with Burkhart Croft that facilitate meeting this timeline. Both parties agree to provide timely input to Burkhart Croft on draft drawings.
2. Contractor Construction Services.

- a. The School District will prepare an Invitation to Bid (ITB) for construction services as Burkhart Croft finalizes the design in order to publish the ITB promptly following completion of the design.
 - b. Construction Timeline. The Parties will use best efforts to achieve Substantial Completion of construction by __September 1, 2026__. The School District will include contractual terms in its agreement with the selected general contractor that facilitate meeting this timeline.
3. Approvals and Payments. The Parties will take such actions with respect to the approvals of procurement actions and payments for architectural design and construction phase services, and contractor construction services as are outlined in Sections 2 and 3 of the MOA.

[Signature Page Follows]

[Signature Page to Addendum 1 Procurement of Architectural design and construction phase services, and contractor construction services]

This Addendum 1 is hereby incorporated into and made a part of the Agreement as If set forth therein.

NORTHWEST ARCTIC BOROUGH SCHOOL DISTRICT

Terri Walker, Superintendent

Date: _____

MANILAQ ASSOCIATION

Tim Gilbert, President/CEO

Date: _____

APPENDIX A

FEDERAL PROCUREMENT REGULATIONS

Following weblink outlines pertinent federal procurement regulations related to Child Care Development Fund program:

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

APPENDIX B

PROPOSED BUDGET SUMMARY

1. Administration costs	\$ 50,000
2. Professional & Technical services	\$ 325,000
3. Construction/renovation services	\$2,500,000
4. Contingency (10%)	\$ 250,000
5. Construction management services	<u>\$ 100,000</u>
TOTAL	\$3,225,000