

FACILITIES USE AGREEMENT

NOME PUBLIC SCHOOLS AND THE UNIVERSITY OF ALASKA FAIRBANKS NORTHWEST CAMPUS

This Agreement is entered into between the Nome Public Schools (NPS) and the University of Alaska, on behalf of the University of Alaska Fairbanks Northwest Campus (NWC) in order to facilitate the use of certain NACTEC facilities by NWC for the purposes of providing technical trade courses.

WHEREAS, the Parties recognize the benefits of providing expanded trade and professional opportunities for the people of Northwest Alaska; and,

WHEREAS, NPS, Northwestern Alaska Career and Technical Center (NACTEC), and Bering Strait School District (BSSD) have a MOA (Appendix B) where NACTEC operates technical training facilities owned by the City of Nome and located in Nome Beltz High School operates; and,

WHEREAS, the same MOA states that NACTEC will collaborate with the UAF-NWC Director to develop Articulation Agreements for the purposes of student attainment of dual credit for the NACTEC training programs; and,

WHEREAS, Nome Public Schools is willing to provide the facilities as described and for the purposes provided herein at no cost to NWC.

NOW THEREFORE, the Parties agree as follows:

1. Premises. Nome Public Schools will provide approximately SEVEN THOUSAND FIVE HUNDRED AND SIXTEEN (7,516 SF) square feet of wood shop, welding shop and maintenance shop, in the Nome-Beltz Middle High School Building (Appendix A) located at 3.5 Teller Hwy in Nome, Alaska, 99762, for the shared use of the NWC ("Premises"), together with the use of common areas including but not limited to stairwells, hallways, kitchens, other common areas, restroom facilities for all users, and ample on-site parking with access to winterized plug-in spots when required.

2. Use of Premises.

a. NWC may use the Premises for the purposes stated herein and approved by NPS and NACTEC, to the extent permitted by law or ordinance. Such purposes include the use of NACTEC and NPS training facilities and welding equipment by NWC faculty, leading student instruction, in order to provide adult technical trades training. Such Premises may include, but are not limited to, common areas incident to the training programs (such as bathrooms and entrance areas).

b. All areas of Premises not specifically designated for use by NACTEC shall be off limits and not accessible for NWC activities or to NWC employees, students, or invitees. It is understood that NWC's use of Premises hereunder may be refused by NACTEC or NPS if it is determined that NWC's use may adversely impact NACTEC's mission or operations, such as adversely impacting the health and/or ongoing education of NACTEC students. NACTEC, NPS, and the Nome Common Council may refuse or revoke authorization to use Premises for any reason it deems necessary, including a disruption of normal school or other operations, and shall not be liable for refusing request for use or for revocation of a prior approved use.

3. Conditions of Use. This agreement is subject to and compliant with the Memorandum of Agreement between NACTEC, the Bering Strait School District, Nome Public Schools, and the City of Nome (Appendix B). All provisions of this Agreement relating to renovation, maintenance and use of real property and buildings title, to which is held in the name of the City of Nome, are subject to the approval of the Nome Common Council.

4. No Warranty. NPS makes no representations or warranties regarding the condition or suitability of its facilities for the use specified in this agreement or for any activity or use NWC intends to conduct at the sites nor does NPS represent or warrant adequate water, sanitary facilities, electricity, heating/cooling, vehicular access, phone line and/or cable, or other services or amenities for NWC's intended use. NWC accepts use of Premises as is, in their present condition, and waives any claims with respect to the sites. If NPS or NACTEC becomes aware of defects in the facilities that could impact the program offerings, NACTEC or NPS will promptly notify NWC.

5. Site Preparation, Costs, and Restoration. No alteration or modification of Premises shall be permitted without prior written approval of the NPS and the NACTEC Director. Upon cessation of NWC's use of the facilities, NWC shall remove all NWC property and equipment from the facilities, and repair, replace, and restore the Premises (including consumable supplies) to the same condition as existed at the commencement of this Agreement, unless otherwise decided by NPS, NACTEC and NWC. Normal wear and tear excepted.

6. Permissive Use of Premises Resources and Utilities. NACTEC may, but is not required, to grant NWC authority to use NACTEC Premises equipment, communications equipment, and Internet services. Premises resources and associated systems will only be used with authorization of the NACTEC Director. NACTEC reserves the right to deny or limit NWC access to any NACTEC equipment or resources, such denial will not be unreasonably made. Nothing in this section shall be construed as an obligation on NACTEC's part to provide or permit use of NACTEC equipment or services.

7. Indemnity. NWC agrees to use reasonable care to prevent damage, harm or loss to the premises, persons, or other property during NWC use of the facilities. Each party

is responsible for its own negligence or wrongful acts according to applicable law. Neither party shall have a contractual obligation to indemnify the other.

8. Insurance. NWC shall obtain and maintain amounts of workers' compensation insurance as required by state law. NWC shall obtain and maintain a minimum of \$1,000,000 general liability insurance covering the conduct of NWC's business and the activities of NWC's agents, employees, contractors, licensees, invitees, or other persons entering Premises. A copy of the policy or a certificate of insurance shall be delivered to NPS and NACTEC before NWC is granted access to Premises.

9. Release from Liability. NWC assumes all risks of damage to property and for loss, damage or injury to persons, in, upon, or about Premises, arising from any act whatsoever, including any act of negligence or willful misconduct by NWC, attributable to its conduct under this Agreement, and releases NPS and waives all claims against NPS in respect thereof. This release of liability does not extend to any damage or loss arising from the sole negligence or willful misconduct of NPS or NACTEC.

10. Entry and Right of Authority. NPS and its agents and representatives shall retain the full right of access to enter Premises at any time. NWC shall comply with any rules or requirements of NACTEC administration related to entry or use of Premises.

11. No Agency; Compliance with Laws. This Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, or as establishing an employment relationship between NPS and NWC staff or between NWC and NACTEC staff. NACTEC, NPS, and NWC shall each comply with all applicable federal, state, and local statutes, ordinances, rules and regulations as applicable to each agency, and nothing herein shall be construed as an agreement by NACTEC, NPS, or NWC to assume or perform any obligations imposed by law or regulation on the other party.

12. **NOTICES.** Any notices to be given pursuant to the provisions of this Agreement or any law shall be either hand delivered, emailed, or sent certified mail, return receipt requested, to the parties at the addresses shown below or such other address as University or Owner may have designated in writing. All notices referred to in this Agreement shall be deemed given **FIVE (5)** days after deposit in the mail.

University of Alaska

University of Alaska Fairbanks
Facilities Services – Leasing
P.O. Box 757380
Fairbanks, Alaska 99775-7380
Phone: 907-474-5903
uaf-leasing@alaska.edu

Nome Public Schools

Name: _____
Address: _____

Phone: _____
Email: _____

13. Term and Termination. This Agreement shall be effective upon execution by all parties. The persons executing this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of the respective parties hereto and that by his/her signature below, the organization or entity for which he/she is signing is fully bound by the terms contained herein. Unless earlier terminated as provided in this section, this Agreement will remain in effect for a period of one year and may be renewed from year to year upon mutual written agreement of the parties. Either party may terminate this Agreement with or without cause which shall be effective thirty (30) days after written notice to terminate is delivered to the other party.

14. No Assignment. NWC's rights and obligations under this agreement are not assignable absent the written consent of NACTEC and NPS.

15. No Waiver. The failure by either party to enforce any right, term, covenant, or condition arising hereunder shall not be deemed to be a waiver of such right, term, covenant, or condition.

16. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity of any other provisions hereof, which shall remain in full force and effect.

17. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes any and all former agreements on this subject. Any changes, modifications or amendments to this agreement are valid only if in writing and signed by both parties. An oral modification shall not be binding on either party.

18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska. Any disputes arising under this Agreement which cannot be resolved by negotiation of the parties is subject to litigation in the Superior Court of the State of Alaska, Second Judicial District at Nome.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic .pdf file shall have the same force and effect as a manually executed counterpart and shall be deemed an original signature for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth by each party's signature below.

NORTHWESTERN ALASKA CAREER AND TECHNICAL CENTER

By: _____

Date: _____

Its: _____

UNIVERSITY OF ALASKA

By: _____ Date: _____

Its: Kara Axx, UA Procurement and Contract Services

CITY OF NOME

By: _____ Date: _____

Its: _____

NOME PUBLIC SCHOOLS

By: _____ Date: _____

Its: _____

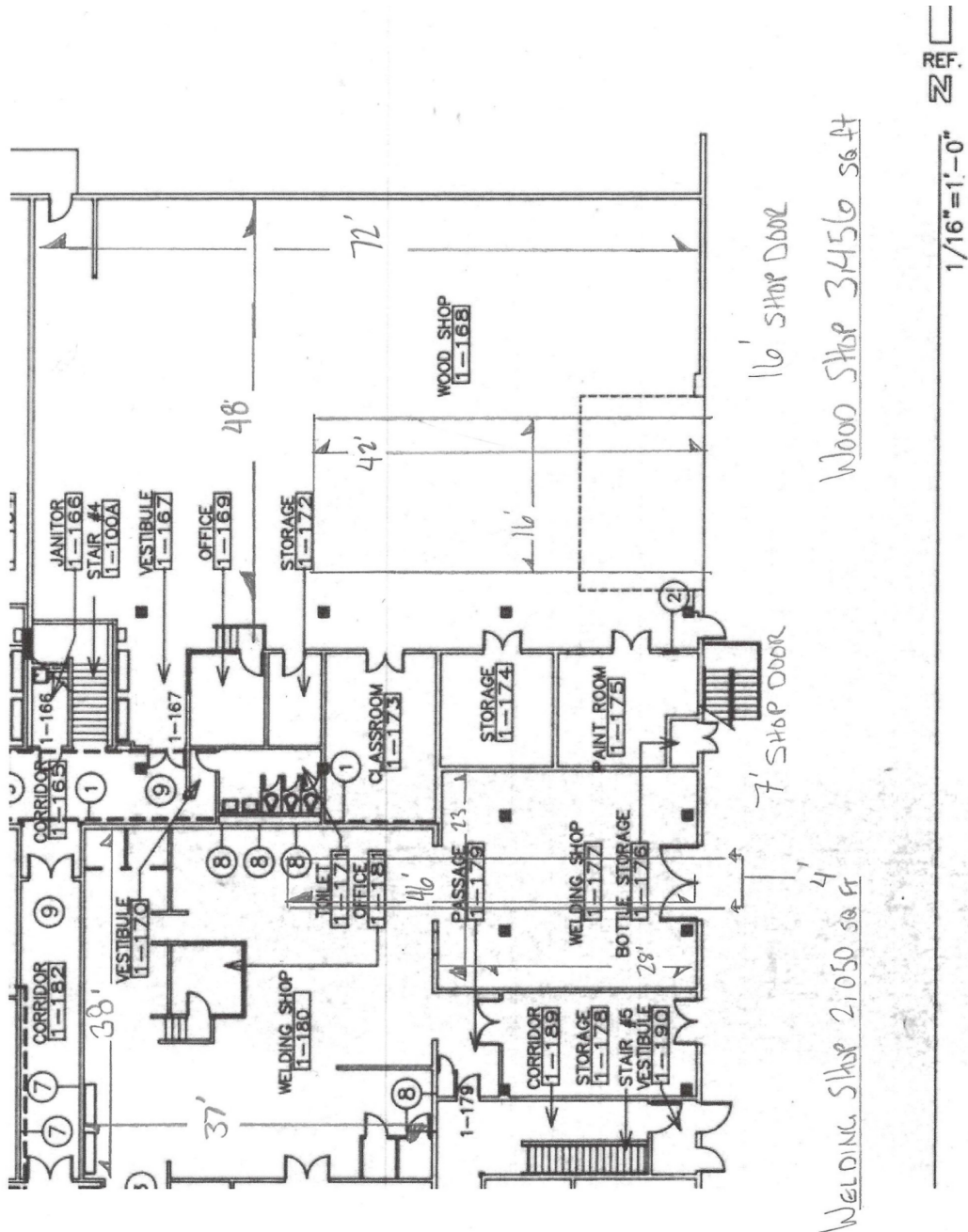
BERING STRAIT SCHOOL DISTRICT

By: _____ Date: _____

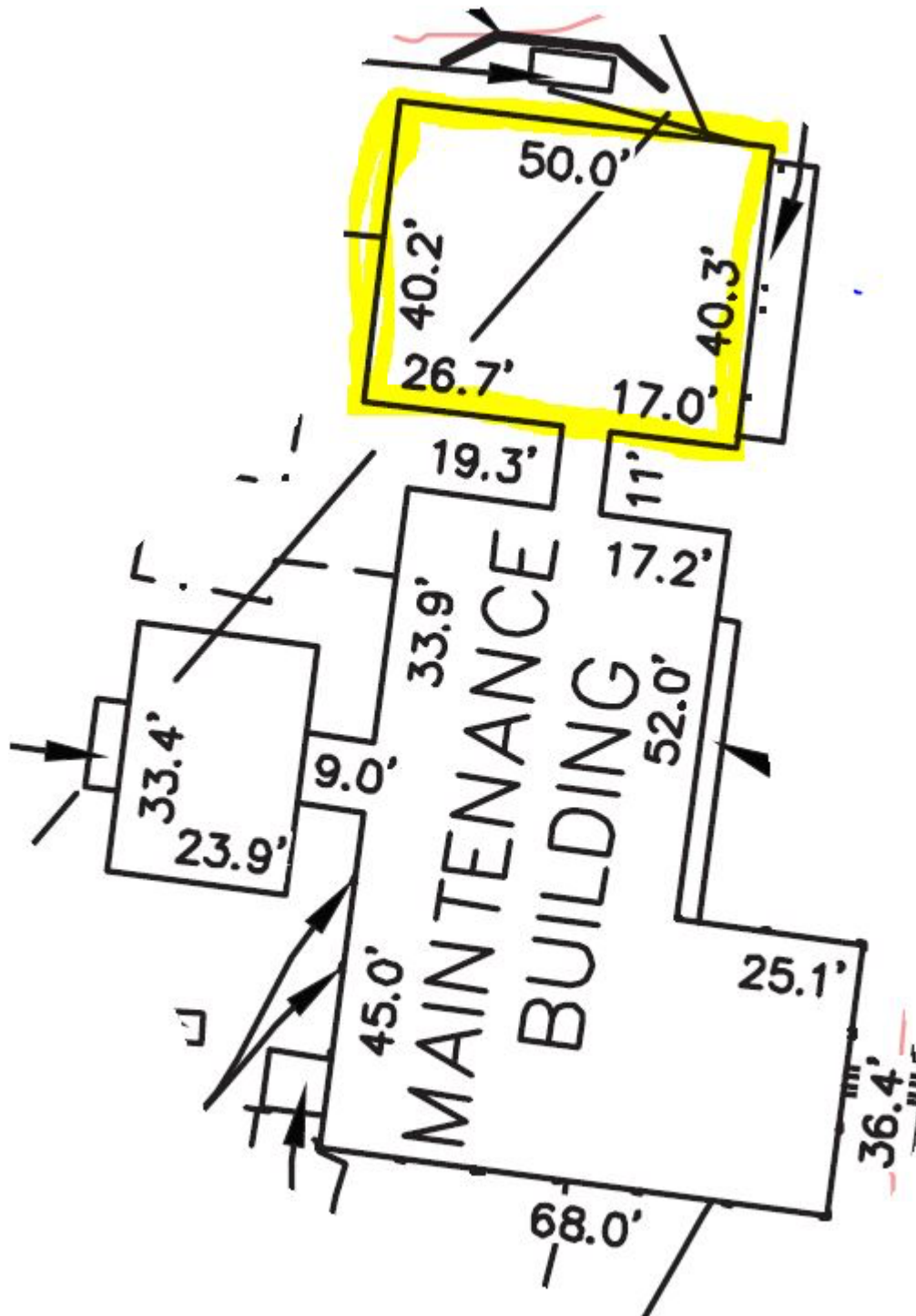
Its: _____

Appendix A - Floor Plan 1 of 2

Nome-Beltz Middle High School



Appendix A - Floor Plan 2 of 2



Appendix B - MOA

MEMORANDUM OF AGREEMENT (FY24)
Northwestern Alaska Career and Technical Center (NACTEC)
Between
Bering Strait School District (BSSD)
and
Nome Public Schools (NPS)

PURPOSE:

The following agreement is in the spirit of cooperation and collaboration between both districts with the annual operations of the Northwestern Alaska Career and Technical Center. NACTEC was developed to meet the needs of the students from the Bering Strait School District and Nome Public Schools. All provisions of this MOA relating to renovation, maintenance and use of real property and buildings title, to which is held in the name of the City of Nome, are subject to the approval of the Nome Common Council.

GOALS:

- Provide dual credit, and certificated, Career and Technical Education experiences to students from both districts.
- Provide career guidance and assistance for each student's Personal Learning and Career Plan (PLCP) development.
- Deliver career readiness and career skills instruction to prepare students for their future success in the workplace.
- To teach life skills to help students be successful in a larger community to pursue post-secondary education.

GENERAL PROCEDURES:

- The Governing Board will consist of each School Board President (or designee) and each school district Superintendent (or designee). The Northwest Campus Director (or designee) will be an ex-officio member.
- The Superintendents of both districts will hire a NACTEC Director. The NACTEC Director's contract will terminate on June 30, 2024. The NACTEC Governing Board will evaluate the NACTEC Director.
- The NACTEC Director will report directly and be responsible to the Governing Board. The Governing Board will designate daily lines of responsibility and channels of communication with the NACTEC Director.
- The NACTEC Director will continue to work with all stakeholders in the region to implement the NACTEC programs and goals. The Advisory Board, which is comprised of one member from each community and from each regional service organization, will meet with the NACTEC Director to continue the development of NACTEC programs and services.
- Each Superintendent may designate a liaison between the NACTEC Director and their respective school districts.
- NPS will provide the Career and Technical Education classroom space to implement the NACTEC program and technical advice. See the "Terms" section for the specific agreements regarding use of the above space.
- The NACTEC Director and Nome-Beltz Middle High School principal will work in cooperation, assuming responsibility for staff members from their mutual organizations, and collaborate on scheduling and facility usage to avoid conflicting schedules.
- BSSD will provide accounting, business services, and technical advice.
- The NACTEC Director will collaborate with the UAF-NWC Director, or similar post-secondary institutions, to develop Articulation Agreements for the purposes of student attainment of dual credit for NACTEC training programs.

TERMS:

NACTEC HOUSE

- The NACTEC Director will negotiate the MOA and cost for usage of the NACTEC House between sessions.
- The NACTEC Governing Board will review the board-approved Facility Use Agreement annually.
- BSSD, NPS, and NWC may request use of the NACTEC House between NACTEC sessions.
- The NACTEC Director will keep the NACTEC Governing Board informed of all MOA's using the NACTEC House between sessions.

CAREER AND TECHNICAL FACILITIES

- ~~The Nome-Beltz-Middle-High-School-traditional-Career-and-Technical-Education-classes-will-have-first-priority-in~~ scheduling the usage of the Wood Shop and Welding Shop on the first floor, in coordination with the NACTEC Director. NACTEC will use the Auto Shop on first floor and the upstairs for the NACTEC office and the classroom east of the NACTEC office.
- The NACTEC Director will oversee the use and scheduling of the Career and Technical facilities. The NACTEC Director will supervise, evaluate, and assume responsibility for NACTEC staff. NBMHS Principal will supervise, evaluate, and assume responsibility for NBMHS staff.
- The NACTEC Director will have the authority to make the Career and Technical facilities available to community organizations when NACTEC and NBMHS students are not using these classrooms. The NACTEC Director will keep the NBMHS Principal and Career and Technical teacher informed of rental arrangements. The Governing Board will set a fee structure. All collected fees will be deposited into NACTEC's operating budget. NBMHS Clubs/organizations, such as Skills USA, will collect and keep all fees they obtain from projects sold and these organizations will not be charged for usage of the facilities.
- NACTEC will assist in maintaining the facilities and provide custodial services.
- NACTEC Director will continue pursuing funding for Career and Technical equipment and supplies. These equipment and supplies will be available for the NBMHS Career and Technical Teacher to use with NBMHS students. NACTEC staff and students will be allowed to use the present NBMHS Career and Technical equipment.
 - ☐ NBHS Sim Center Training Equipment: TranSim 7 Truck Driving Simulator
 - ☐ Advanced Aviation Training Devices – TH-22 ELITE Helicopter trainer, MX2 Redbird trainer
 - ☐ Forklift and Crane Simulator Training Equipment (GEER II)
 - ☐ CDL and Heavy Equipment Operator Pathway Equipment
- In the case, that NACTEC decides not to continue to use the NBMHS Career and Technical Facilities, all renovations and supplies will become the property of NPS. The Governing Board will equally divide the equipment over \$5000 in value between both districts.

INTERNET ACCESS/USAGE

- NACTEC will maintain a Local Area Network, separate from NPS, and administered through BSSD.
- The NACTEC Director will ensure that all employees and students are compliant with Bering Strait School District's Acceptable Use Agreements prior to accessing the network.
- NACTEC will ensure that all access points are password protected and provide the BSSD technology department with these passwords should the need arise.

GRANTS ADMINISTRATION


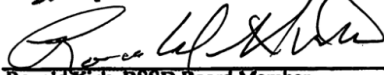
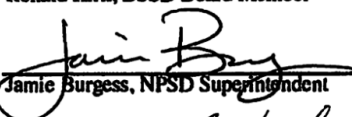


- The NACTEC Director shall be responsible for seeking and securing program and operations funding from sources, currently including (as named) but not limited to: Federal- Accessing Choices in Education (ACE)- Alaska Native Engineering Education Development (ANEED), Native American Career and Technical Education Program (NACTEP), and Denali Commission State- Alaska Department of Labor and Workforce Development's Technical and Vocational Education Program (TVEP), Alaska Construction Academics, Alaska Community Foundation, and Alaska Department of Education and Early Development (DEED) Residential Boarding School Stipends.
 - The NACTEC Director shall be responsible for ensuring the Scope of Work for all aforementioned programs, and
- FY24 BSSD/NPS & NACTEC MOA**

- those new grant funds secured following signature, are followed and fulfilled as specified in grant agreements.
- BSSD and NPS Superintendents, or their designee, shall be responsible for ensuring student, site, or district level data for grant reporting, to include but not limited to: attendance, graduation, dropout, and student achievement on benchmark exams are provided to NACTEC for grant reporting outcomes.
- The NACTEC Director shall ensure student confidentiality protections are in place, utilizing aggregate data reporting.

INITIAL TIME LIMIT FOR REVIEW

This MOA will serve for one year from July 1, 2023 – June 30, 2024. The Governing Board will review and make any necessary revisions to the MOA no later than May 1, 2024 for the following year, to ensure that this agreement still meets the needs of the districts and NACTEC.

The following signatures indicate full agreement with the goals and conditions of this MOA:

	5/3/23
Sandy Martinson, NPSD Board Member	Date
	5/3/23
Ronald Kirk, BSSD Board Member	Date
	5/3/23
Jamie Burgess, NPSD Superintendent	Date
	5/3/23
Susan R. Nedza, BSSD Chief School Administrator	Date
	5-3-23
Doug Walrath, NACTEC Director	Date

Cc: NPSD and BSSD Business Managers
City of Nome - Manager