

## STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number CT 190000829	2. Contract Title Statewide Digital Academy Project Implementation Plan	3. Agency Fund Code	4. Agency Appropriation Code 05/1004/2410/05 2102019/ESESSOS
5. Vendor Number V5007521	6. IRIS CT Number CT 190000829	7. Alaska Business License Number 2085234	
This contract is between the State of Alaska,			
8. Department of Education and Early Development		Division Educator & School Excellence	hereafter the State, and
9. Contractor Crossroads Education		hereafter the contractor	
Mailing Address boyle3@gmail.com	Street or P.O. Box 7481 Humphry Rd	City Clinton	State ZIP+4 WA 98236
<p>10. <b>ARTICLE 1. Appendices:</b> Appendices referred to in this contract and attached to it are considered part of it.</p> <p><b>ARTICLE 2. Performance of Service:</b></p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the Federal Debarment certification requirements of the contract.</p> <p>2.2 Appendix D sets forth the services to be performed by the Contractor.</p> <p>2.2 Appendix E sets forth the payment procedures of this contract.</p> <p>2.2 Appendix F sets forth the Order of Precedence.</p> <p><b>ARTICLE 3. Period of Performance:</b> The period of performance for this contract begins <u>upon date of contract execution</u>, and ends <u>June 30, 2019</u>.</p> <p><b>ARTICLE 4. Considerations:</b></p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed <u>\$15,000</u> in accordance with the provisions of Appendix E.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Education and Early Development		Attention: Division of Educator & School Excellence	
Mailing Address PO Box 110500, Juneau, AK 99811-0500		Attention: Accounts Payable	
12. <b>CONTRACTOR</b>		14. <b>CERTIFICATION:</b> I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm <i>Crossroads Education</i>			
Signature of Authorized Representative <i>Robert Boyle</i>		Date <i>4/10/19</i>	
Typed or Printed Name of Authorized Representative Robert Boyle			
Title <i>CEO</i>			
13. <b>CONTRACTING AGENCY</b>		Signature of Head of Contracting Agency or Designee	
Department/Division Department of Education & Early Development / ESE		Date <i>4/10/19</i>	Date <i>4/22/19</i>
Signature of Project Director <i>Tamara Van Wyhe</i>		Typed or Printed Name Heidi Teshner	
Typed or Printed Name of Project Director Tamara Van Wyhe		Title Division Director of Finance & Support Services	
Title Division Director of Educator & School Excellence			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**APPENDIX A  
GENERAL PROVISIONS**

**Article 1. Definitions.**

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

**Article 2. Inspections and Reports.**

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**Article 3. Disputes.**

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

**Article 4. Equal Employment Opportunity.**

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

**Article 5. Termination.**

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

**Article 6. No Assignment or Delegation.**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

**Article 7. No Additional Work or Material.**

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

**Article 8. Independent Contractor.**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**Article 9. Payment of Taxes.**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**Article 10. Ownership of Documents.**

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

**Article 11. Governing Law; Forum Selection**

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

**Article 12. Conflicting Provisions.**

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Article 13. Officials Not to Benefit.**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**Article 14. Covenant Against Contingent Fees.**

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**Article 15. Compliance.**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

**Article 16. Force Majeure:**

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**APPENDIX B<sup>2</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**Article 2. Insurance**

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

**2.4 Professional Liability Insurance:** covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$300,000 per Claim / Annual Aggregate
\$100,000-\$499,999	\$500,000 per Claim / Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim / Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

**APPENDIX C**  
**Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the bid (by the bidder) that they have not been debarred or suspended from doing business with the federal government. This "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," must be acknowledged and submitted with this signed Agreement.

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(SIGNING THIS AGREEMENT COMPLETES THE CERTIFICATION. BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Agreement.

## Instructions for Certification

1. By signing and submitting this Agreement, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Agreement is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Agreement," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

## APPENDIX D Scope of Work

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### PURPOSE

Development of a statewide digital academy is a priority for the State of Alaska as it supports the State Board of Education's mission in Meeting Alaska's Education Challenge Together and helps ensure equity in access to content and learning for students across Alaska. Contractor shall develop research, synthesize models, and create a Project Implementation Plan for a statewide virtual school for Alaska.

### BACKGROUND

Five districts received grants from 2015-2017 for Alaska's Digital Teaching Initiative to promote improved access to and completion of digital courses for students. The Alaska's Digital Teaching Initiative: Outcomes Report February 2018 was produced documenting the work of this initiative.

The Ketchikan Gateway Borough School District, as one of five grant recipients funded through this initiative, built the Alaska Digital Academy Portal (AKDA) for delivery, management, and support of digital courses.

As the superintendent of Ketchikan during the implementation of this initiative in the Ketchikan School District, Bob Boyle contains unique knowledge and experience to move a statewide Alaska Digital Academy plan forward.

### SERVICES

The Contractor shall:

1. Create an Alaskan virtual school strategy;
2. Create vision and mission statements;
3. Coordinate with the State;
4. Track and monitor project deliverables;
5. Provide status updates to the Project Director;
6. Define a plan to secure needed resources; and
7. Present Project Implementation Plan.

### DELIVERABLES

Contractor shall complete the following Deliverables:

#### A) Pre-Planning

- a. Contractor shall
  - i. Consult with the Commissioner and Project Director;
  - ii. Outline Project Implementation Plan; and
  - iii. Submit Project Implementation Plan outline with timeline for approval at the sole discretion of the Project Director.

#### B) Research & Development

- a. Contractor shall
  - i. Research and provide analysis for virtual school programming and strategies in the US;
  - ii. Provide an analysis of Federal, State, and Department regulations for public school related to virtual school operations;
  - iii. Provide and align findings and recommendations for statewide virtual school scenarios with the State Board of Education's "Meeting Alaska's Education Challenge Together" strategic plan attached hereto as Attachment 1;
  - iv. Survey superintendents to determine scope of need and interest for digital content across the state; and

- v. Determine scope of school functions including, but not limited to, curriculum, services, and activities related to virtual schools.

C) Project Implementation Plan

- a. Contractor shall present its Project Implementation Plan to the Project Director. The Project Implementation Plan shall include, but is not limited to:
  - i. Estimates concerning cost per course;
  - ii. Recommendations for funding alternatives;
  - iii. Recommendations for funding structure;
  - iv. Staffing scenarios including, but not limited to, certification, retired teacher, pay scale, and a proposed personnel manual;
  - v. A proposal for virtual schools governed by the State; and
  - vi. Other items requested by the Project Director.

SCHEDULE

Milestone A: April 15, 2019	Pre-Planning Complete
Milestone B: May 1, 2019	Formal Contractor check-in with project update
Milestone C: May 15, 2019	Research and Development Complete
Milestone D: May 20, 2019	Formal Contractor check-in with project update
Milestone E: June 15, 2019	Project Implementation Plan Complete
Milestone F: June 30, 2019	Deadline for formal, final Project Implementation Plan presentation



**APPENDIX E**  
**Payment Schedule**

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COST

Payments for services provided under this contract shall not exceed the total amount of \$15,000. This contract has no renewal options.

There will be no reimbursement for travel expenses in this contract.

PAYMENTS

Payments will be a fully-burdened firm fixed fee upon completion of each of the three major Deliverables of the Scope of Work as indicated in the schedule below:

- \$5,000 upon completion of Pre-Planning activities;
- \$5,000 upon completion of Research & Development activities;
- \$5,000 upon full completion of entire project's Scope of Work.

The Scope of Work and its Deliverables will be considered complete at the sole discretion of the State of Alaska Project Director.

INVOICING

Contractor shall submit an invoice for the services rendered to the address specified in Block 11 of the Standard Agreement Form. Payments will be net 30 days pending approval from the Project Director. Contract number and ordering department name must appear on all invoices and documents related to this order for payment. Failure to submit an invoice as required may cause a delay with the payment process.

**APPENDIX F**  
**Order of Precedence**

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The terms and conditions, including the scope of work, are contained in the following documents and incorporated by reference:


- 1) State of Alaska Contract # and its Amendments and Appendices

## ATTACHMENTS

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Attachments are included as referenced in the contract and are listed below.

Attachment 1 Meeting Alaska's Education Challenge Together
 Attachment 1 Alaska Education Ch

Attachment 2 Boyle Employer-Employee Relationship Questionnaire
 Attachment 2 Boyle Employer-Employee



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Alaska Department of Education & Early Development Strategic Plan

Meeting  
**Alaska's  
Education  
Challenge**  
Together

*Together, we will meet Alaska's education challenge by honoring our heritage, innovating for the future, and prioritizing for today's fiscal challenges*



# OUR MISSION

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**An excellent education  
for every student  
every day.**

A group of diverse children, including a young boy in a grey hoodie and a young girl in a blue hoodie, are looking intently at something held in their hands. The background is blurred, showing other children and an adult. The scene is outdoors, possibly during a field activity or science lesson.

## OUR VISION

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**All students will succeed in their  
education and work, shape  
worthwhile and satisfying lives  
for themselves, exemplify the best  
values of society, and be effective  
in improving the character and  
quality of the world about them.**

**Alaska Statute 14.03.015**

# POSITIVE TRAJECTORIES

**Support ALL students to read at grade level by the end of third grade**

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**Increase career, technical, and culturally relevant education to meet student and workforce needs**

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**Close the achievement gap by ensuring equitable educational rigor and resources**

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**Prepare, attract, and retain effective education professionals**

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**Improve the safety and well-being of students through school partnerships with families, communities, and tribes**

# A Shared Commitment

Alaska, in many ways, is still a frontier. We have opportunities that no other state in our country can claim. Our uniqueness is a strength, as it has been for many generations. This is not just true with resource development, natural beauty, and culture, but also with the opportunity to transform our education system into a relevant, high-achieving, and family-friendly network of learning opportunities.

A quality education system was not an afterthought in Alaska, it has always been foundational. Centuries before Alaska became a state, Alaska's indigenous people taught culture, science, language, and other elements of rich traditional knowledge. The framers of the Alaska Constitution were also clear that education was a cornerstone of statehood.

Whether it be a 1,000-mile trek on a dogsled or a 20,000-foot climb up one of the world's tallest mountains, Alaskans have a long history of facing even the most ardent challenges with determination. Clearly, educating our students is a challenge we must face. The fact is, even though many of our students are getting a good education, historically Alaska has some of the largest achievement gaps in the country. Compared to other states in America, Alaska ranks at or near the bottom in reading and math scores. We must be dissatisfied with these numbers.

This document is a call to action. Thousands of Alaskans have stepped up to answer this call and have demonstrated through Alaska's Education Challenge that they are unwilling to accept our current results. Parents, students, educators, policymakers, tribal leaders, partner organizations, and local school boards have worked together to create a shared plan for improving our system of public education. This document outlines the three primary components of that plan.

- 1. Public Commitments - An invitation to all Alaskans to support a thriving and successful public education system**
- 2. Positive Trajectories - Measurable targets that will hold us accountable to our students**
- 3. Prioritized Strategies - A menu of options for districts, schools, and families to drive improvement**

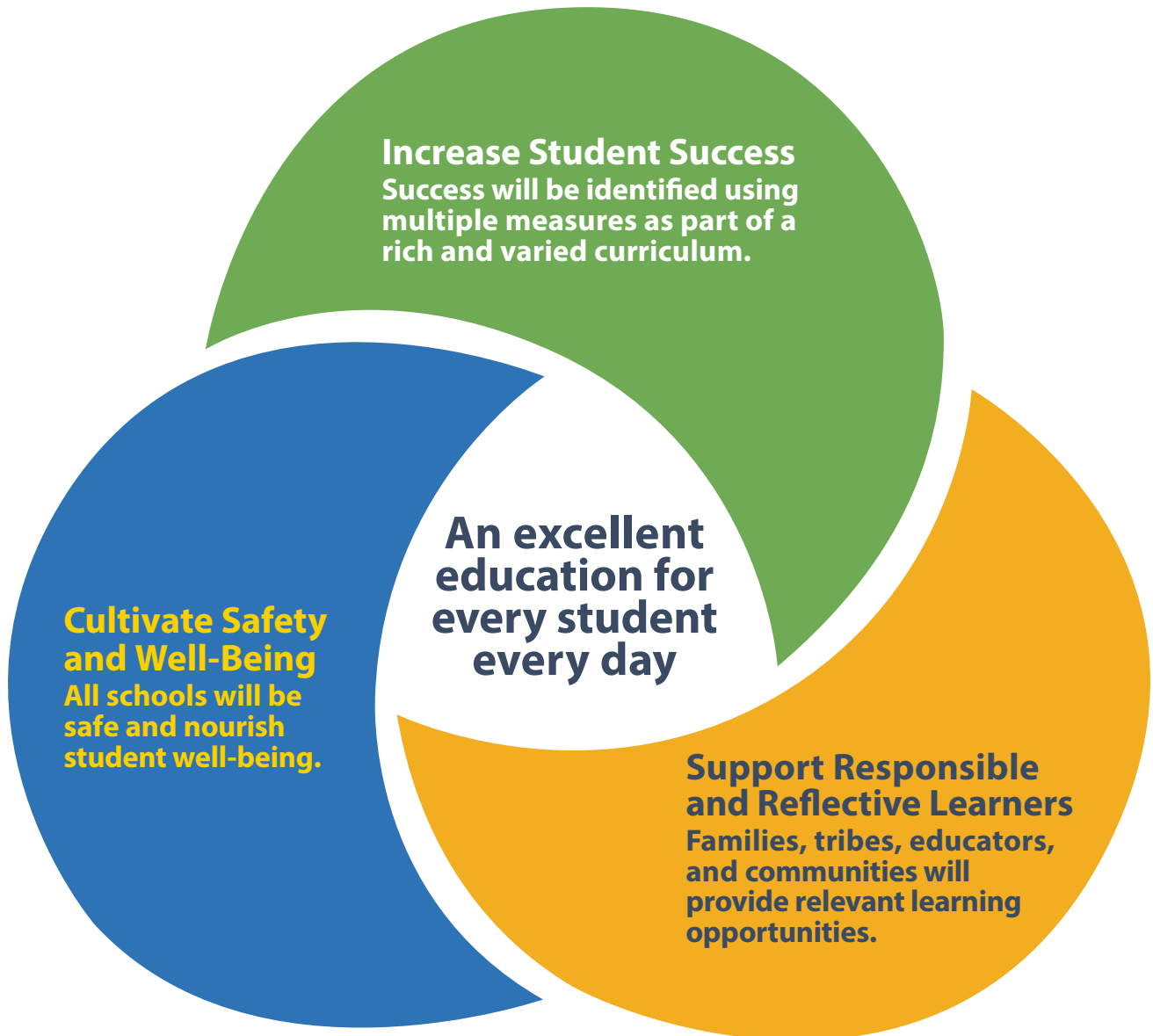
With this document we are calling on all Alaskans to meet the educational challenges of our state together. A better education system built on our values and successes will not be possible without the involvement of all Alaskans. Each community must want a great school enough to invest the hard work and take the action necessary to make it happen. We will never legislate, regulate, spend, cut, blame, promise, excuse, or wish our way to great schools. We must have the character and commitment needed to share a vision and work together to support it. I am confident The Last Frontier has what it takes to pioneer a new kind of public education system for the 21st century.

Alaskans should only be satisfied when every student has the opportunity to receive an excellent education every day.



Dr. Michael Johnson  
Commissioner

# Public Commitments







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**Children who read well at an early age are more likely than their peers to experience later academic success.**

*Photo courtesy of the Department of Education & Early Development.*

# Support ALL students to read at grade level by the end of third grade

Research suggests that school readiness at an early age is one critical strategy for improving future student outcomes and closing racial/ethnic and socioeconomic achievement gaps. Children with an early basic knowledge of reading are more likely than their peers to experience later academic success, attain higher levels of education, and secure employment. When reading ability is lacking, it is an early indicator that the student will be at risk of not making yearly progress toward successful graduation. Reading well in the early grades is particularly important for students with high levels of socioeconomic risk, such as poverty and high mobility.



**37%**  
of third-graders read at  
or above grade level

Source: 2018 PEAKS grade 3 ELA statewide results (<https://education.alaska.gov/assessment-results/Statewide/StatewideResults?schoolYear=2017-2018&isScience=False>)

## Prioritized Strategies

*These are examples of strategies that DEED, school districts, and individuals will use to meet the trajectories.*

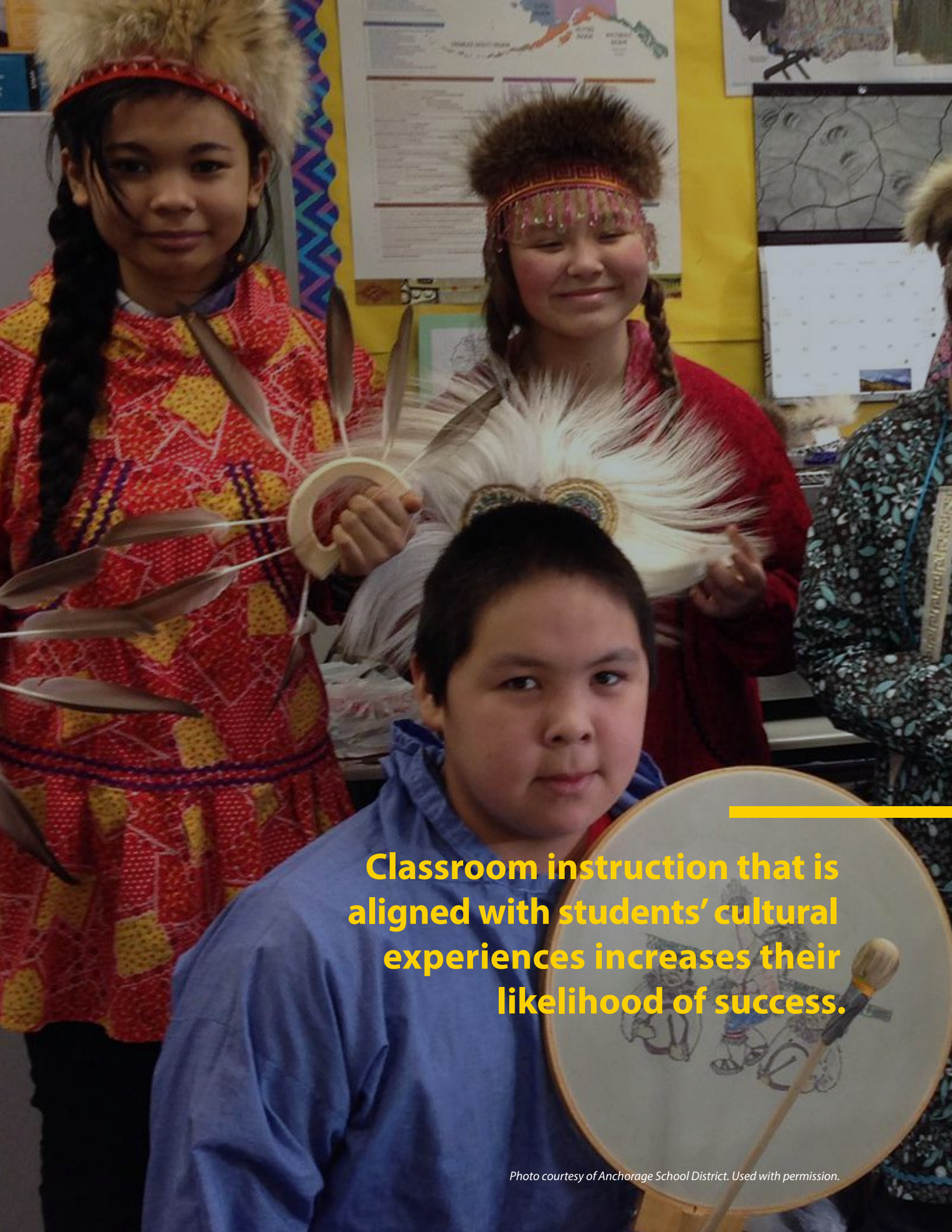
How can we achieve the goal of supporting all students to read at grade level by the end of third grade?

- Prioritize early reading in all elementary schools, including K–12 schools
- Adopt and implement effective reading programs and materials
- Incentivize districts to adopt and implement effective curriculum and teaching strategies
- Adopt 60- or 90-minute reading blocks in grades K–3 in all districts
- Encourage district review of different K–3 models, including movement through individual grades
- Create and disseminate materials for parents and community members on how they can support the development of their children’s reading skills
- Provide consistent, ongoing professional development for educators and community members on the effective use of adopted reading curricula
- Implement effective early screeners in K-3
- Train teachers on state standards and on how to align instruction to these standards
- Assist school leaders in using data and classroom walkthroughs to ensure implementation of aligned curricula
- Use valid and reliable formative assessments to monitor students’ progress
- Identify and implement effective interventions for struggling readers
- Inform and train educators, parents, and community members on how to understand reading data and on how it can be used to support students in their reading skills attainment
- Establish voluntary district reporting to the state on K–3 reading measures

# What Progress Looks Like By 2025

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- ✓ **K–3 reading measures submitted to the department will show positive trends**
- ✓ **The number of students in grades 3–5 who are proficient on the statewide English language arts assessment will double**
- ✓ **The number of students in grades 3–5 who are proficient on the statewide math assessment will double, since research suggests that reading ability is one of the best predictors of strong math skills**
- ✓ **Student absenteeism rates will be reduced by at least 20 percent**



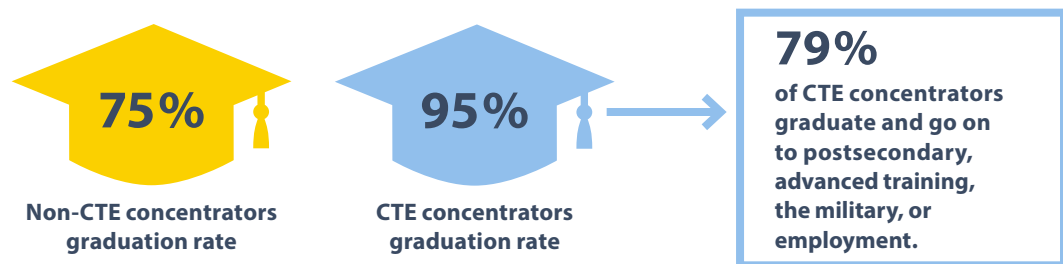
**Classroom instruction that is aligned with students' cultural experiences increases their likelihood of success.**

*Photo courtesy of Anchorage School District. Used with permission.*

# Increase career, technical, and culturally relevant education to meet student and workforce needs

Many Alaska superintendents have a success story to share about a student who benefitted from a career and technical education (CTE) program. CTE offers an opportunity to provide students of all ages with career choices that meet local business needs and a chance to lead a productive life in one's own community.

There is evidence that classroom instruction that is aligned with students' cultural experiences increases their likelihood of success. Finding ways to engage students, with place-based learning, CTE, or STEM (science, technology, engineering, and math) courses that incorporate local culture and industry, is critical in making learning more relevant for students, teachers, and the community.



*Source: 2016-17 graduation data compiled by the Department of Education & Early Development. A CTE concentrator is defined as a student who has completed at least two high school credits of CTE study, including at least one credit of content-specific, progressively rigorous study. The non-CTE graduation rate is a subset of the overall four-year state graduation rate minus CTE concentrator graduates; therefore, this number will differ from the overall statewide graduation rate for the same time period.*

## Prioritized Strategies

*These are examples of strategies that DEED, school districts, and individuals will use to meet the trajectories.*

How can we achieve the goal of increasing career, technical, and culturally relevant education to meet student and workforce needs?

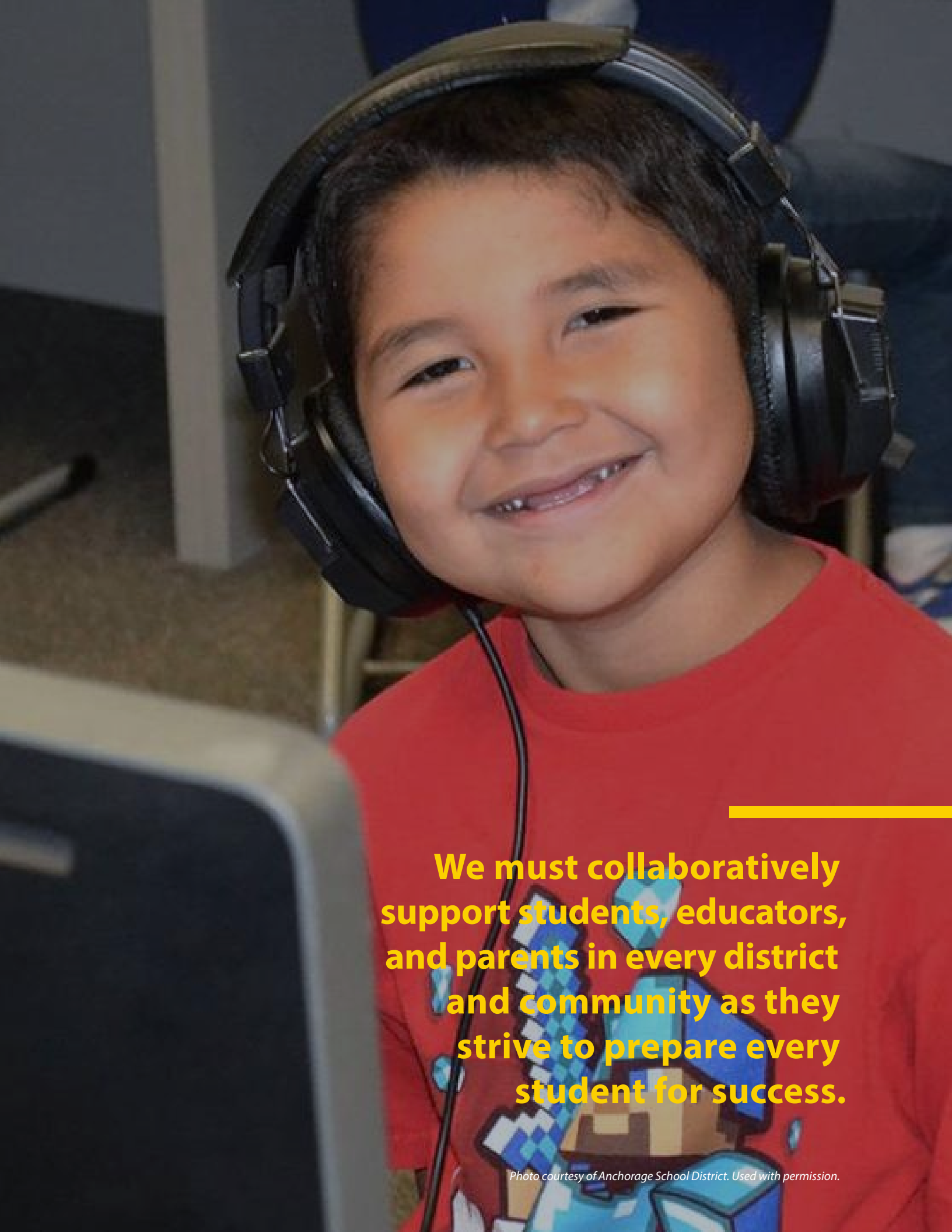
- Expand high-quality CTE courses and programs of study
- Foster collaboration between districts to create innovative and relevant experiences for students
- Establish partnerships among local industry, districts, and the state
- Increase awareness of the positive benefits of CTE for student engagement and academic success
- Create opportunities for local talent to engage with students
- Promote dialogue among local and state partners to increase opportunities for students
- Advance CTE educator professional development through partnerships and collaboration
- Encourage community involvement in CTE program development
- Support district exploration of diverse high school models such as distance delivery education in high school and access to off-site opportunities such as regional high schools, career and technical schools, and supported intern programs
- Provide industry more opportunities for input in career pathway curriculum

# What Progress Looks Like By 2025

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- ✓ **The number of students who, upon graduation, have earned dual credit, obtained an industry certification, or completed Advanced Placement coursework will increase by at least 15 percent**
- ✓ **The overall four-year graduation rate will increase to at least 90 percent**
- ✓ **The overall five-year graduation rate will increase to at least 93 percent**
- ✓ **The number of students participating in CTE programs of study will increase by at least 20 percent**





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**We must collaboratively support students, educators, and parents in every district and community as they strive to prepare every student for success.**

*Photo courtesy of Anchorage School District. Used with permission.*

# Close the achievement gap by ensuring equitable educational rigor and resources

All means all. Our mission is to provide an excellent education for every student every day. This means that we refuse to accept the achievement gaps that currently exist. An equitable education system means every Alaska family has access to high-quality, rigorous, culturally relevant learning experiences and the resources needed for an excellent education, regardless of inequities in the system. Using a variety of culturally appropriate methods and multiple measures to track progress and identify needs, we will close the achievement gaps. This will require the commitment of all Alaskans. Tribal compacting and/or chartering are examples of the kind of commitment and family ownership of education that will help ensure that all Alaska students receive an excellent education every day.



**Alaska has achievement gaps between student groups, such as a 54 point gap in average grade 4 reading scores.**

*Source: 2017 Alaska NAEP grade 4 reading results by race/ethnicity ([https://education.alaska.gov/tls/assessments/naep/NAEP2017GR4RD\\_snapshot.pdf](https://education.alaska.gov/tls/assessments/naep/NAEP2017GR4RD_snapshot.pdf))*

## Prioritized Strategies

*These are examples of strategies that DEED, school districts, and individuals will use to meet the trajectories.*

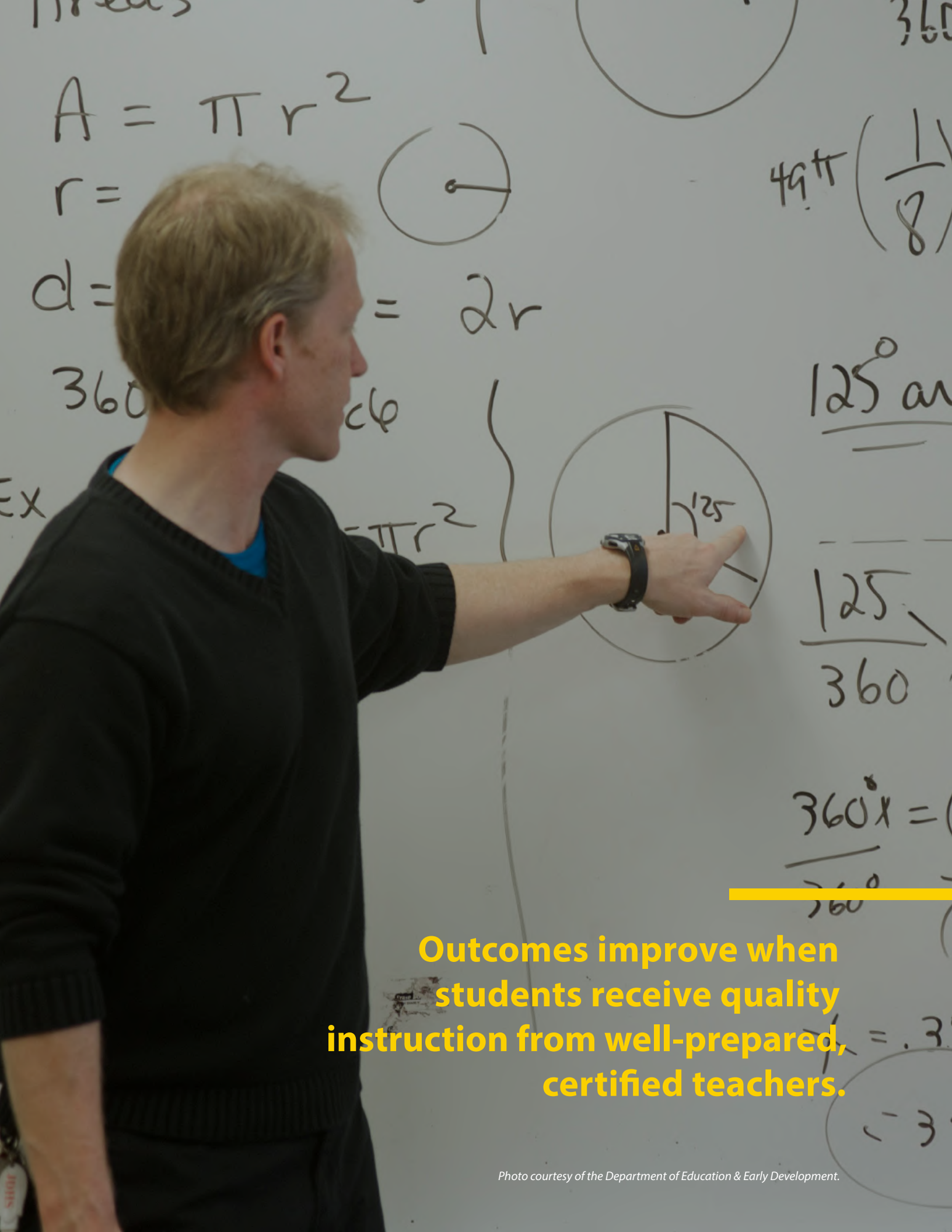
How can we close the achievement gap by ensuring equitable educational rigor and resources for all students?

- Provide evidence-based strategies and resources for teachers on implementing standards-aligned and student-centered instruction and curricula for preschool through grade 12
- Institute instructional models that promote deeper hands-on learning (for example, CTE/STEM)
- Implement supportive strategies that boost attendance for all students
- Provide flexibility in school calendars, the traditional school structure, and the length of the school year
- Facilitate access to high-quality instructional materials and learning experiences for all students, preschool through postsecondary
- Expand the use of culturally appropriate methods, technologies, and measures for identifying success, mitigating underperformance, and accelerating student learning
- Engage in regular consultation with stakeholders who represent the full range of cultures, languages, geographical locations, resources, abilities, interests, and goals of our students
- Establish legislation for a tribal compacting and/or charting compact that outlines the authority, accountability, and fiscal responsibility of the tribal entities and the State of Alaska to carry out agreed-upon educational services for K–12 students
- Align school improvement, accountability, and standards
- Align instruction, curriculum, standards, student success expectations, and assessments
- Reconsider current education funding connected to seat time; redefine instruction and hour
- Promote cross-district partnerships and sharing of resources, such as courses, materials, professional development, guidance documents, and forms
- Fund correspondence students at the same level as non-correspondence students

# What Progress Looks Like By 2025

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- ✓ **The current performance gaps in English language arts and math for all student subgroups will be reduced by at least 45 percent**
- ✓ **The current gaps in graduation rates for all student subgroups will be reduced by at least 50 percent**
- ✓ **The proficiency rate for English learner students will increase to at least 65 percent**
- ✓ **The number of students in each subgroup who are required to take remedial classes upon entering college will be reduced by at least 50 percent**

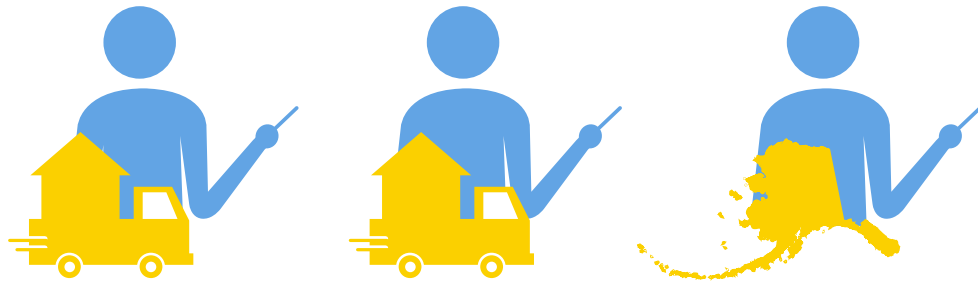


**Outcomes improve when students receive quality instruction from well-prepared, certified teachers.**

# Prepare, attract, and retain effective education professionals

National research suggests that outcomes improve when students receive quality instruction from well-prepared teachers, and that teacher turnover negatively affects student outcomes. Therefore, well-prepared and committed teachers are key to improving education outcomes. In Alaska, rural districts with high teacher turnover rates often graduate fewer than half of their students, and their students have significantly lower reading proficiency.

With fewer individuals entering Alaska teacher preparation programs and applying for teaching jobs, most of our teachers still come from out of state. Our state can learn from the workforce development approaches of public and private industries that focus on developing local talent and intentionally recruiting, training, supporting, and retaining their workforce. By adopting effective human capital development strategies, we can ensure that every student has access to effective educators.



**Nearly two-thirds of all new teachers hired in Alaska each year come from out of state**

*Source: Data provided by the Department of Education & Early Development.*

## Prioritized Strategies

*These are examples of strategies that DEED, school districts, and individuals will use to meet the trajectories.*

How can we better prepare, attract, and retain effective education professionals?

- Increase the number of districts offering an Educators Rising program
- Support Alaska's educator preparation programs through accreditation and partnerships
- Provide induction programs for educators new to Alaska and/or the profession
- Reimagine Alaska studies and multicultural curriculum requirements through the lens of cultural literacy
- Add supports for new and veteran administrators
- Develop micro-credentialing opportunities for educators in high-impact areas such as cultural literacy, trauma-informed instruction, STEM, Alaska's English language arts and math standards, and text analysis
- Emphasize support and professional growth through district educator evaluation systems
- Continue to recognize and utilize Alaska's master educators (for example: National Board-Certified Educators)
- Create an Educator Preparation Standards Board for licensing

# What Progress Looks Like By 2025

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- ✓ **90 percent of new teachers in Alaska will have completed their teacher preparation program through an Alaska university**
- ✓ **90 percent of educators new to Alaska or the profession will be actively engaged in a cohort-based induction program that includes training around culturally responsive and trauma-informed instruction and the regular support of a mentor, teacher leader, or master teacher**
- ✓ **All Alaska school districts will experience less than 15 percent turnover of educators each year**

*Note: Turnover rates include teachers who have moved to another school within their district or to another district.*





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**Children who come to school healthy and safe are better able to learn.**

# Improve the safety and well-being of students through school partnerships with families, communities, and tribes

Alaskans have no greater shared responsibility than to create the conditions that enable our children to be happy and healthy and to achieve their fullest potential. We know that student safety and well-being are essential for success in learning.

Research and practical experience both suggest that children who are safe and well are better able to learn, make friends, and set ambitious goals for their future. Research also indicates that schools that are warm and inviting, build meaningful relationships with every student, address students' physical and mental health needs, and enjoy broad community support see more student success than schools without these assets. Together, through partnerships with families, communities, and tribes, we can all improve the safety and well-being of Alaska's students and create a brighter future.



*Source: 2016-17 school year K-12 student suspension data compiled by the Department of Education & Early Development. A review of the data suggests that most of these suspensions and expulsions were for nonviolent and non-safety-related incidents.*

## Prioritized Strategies

*These are examples of strategies that DEED, school districts, and individuals will use to meet the trajectories.*

How can we improve the safety and well-being of students?

- Create sustainable and positive school climates that are safe, supportive, and engaging for all students, staff, and communities
- Provide supports for schools, communities, and families that are responsive to the needs of children who have experienced serious hardships in their lives
- Increase health- and safety-focused partnerships between schools and their communities
- Increase access to nursing and counseling services
- Increase awareness of, and provide supports for, the mental and physical health needs of children in our schools
- Provide and encourage training for schools on best practices to improve school climate
- Provide supports for all public schools to keep students and staff members safe
- Increase and promote partnerships between schools and community and tribal nursing/health and counseling services
- Increase and support partnerships between schools and law enforcement agencies

# What Progress Looks Like By 2025

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- ✓ **The number of students who report on the 2025 Alaska Youth Risk Behavior Survey that they did not go to school on one or more of the last 30 days because they felt unsafe will decrease by 35 percent**
- ✓ **The number of students suspended from school for nonviolent and non-safety-related incidents in a given school year will decrease by at least 15 percent**

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## Partner With Us

Thousands of Alaskans have provided input, worked collaboratively, and shared their support for meeting Alaska's Education Challenge.

We will achieve success for our students by working together and focusing our efforts on meeting their needs.

You can make a difference for Alaska's students by supporting Alaska's Education Challenge.

**Get involved! To learn more, visit [education.alaska.gov/akedchallenge](https://education.alaska.gov/akedchallenge)**

# EMPLOYEE / EMPLOYER RELATIONSHIP QUESTIONNAIRE

## Professional Services Contractual Relationship Questionnaire

**AAM 81.010 Procurement: Services Considerations**

The State cannot hire employees through the procurement process. However, the procurement process may be used to acquire the services of an independent contractor. In doing so you must ensure an employer/employee relationship will not exist before using the procurement system by answering the questions below.

		YES	NO	Initials
1	Is the person subject to the control of the State, not only as to what will be done but when, where, and how it will be done; as opposed to allowing the individual to set their own work schedule?  Note: it is not necessary that the State actually direct or control the way services are performed, it is only necessary that the State has the right to do so.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>
2	If the State discharges the Contractor, would it incur liability?  Note: if you're unsure, visit Human Resources to discuss.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>
3	Will the State furnish the tools, equipment, and a place to work for the individual performing the services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>
4	Does the individual currently work for the State as an employee in the same field as the contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>
5	Is it expected that the State may hire this individual as an employee immediately following termination of the contract?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>
6	Has the individual had an official State appointment (including temporary) to provide the same or similar services during the past 12 months prior to the date the services are to commence?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>
7	Does the State currently pay the employees to perform essentially the same duties to be performed by the contractor?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>Stew</u>

Robert Boyle

Vendor Name

  
Contract Administrator Signature

04/01/2019

Date

Note: If answers to all of the questions above are "NO", an employee/employer relationship does not exist and a contract may be negotiated. All "YES" answers must be fully explained in an attached memo.