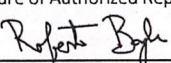
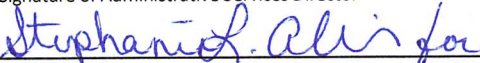


STANDARD CONTRACT FORM
Goods and Non-Professional Services

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

1. Agency Contract Number CT 200000414	2. Contract Title Rural School Focus Group Services	3. Agency Fund Code	4. Agency Appropriation Code	
5. Vendor Number VS007521	6. IRIS CT Number CT 200000414	7. Alaska Business License Number 2085234		
This contract is between the State of Alaska,				
8. Department of Education and Early Development		Division Finance & Support Services	hereafter the State, and	
9. Contractor Crossroads Education				hereafter the Contractor
Mailing Address Bovler3@gmail.com	Street or P.O. Box PO Box 793	City Langley	State WA	ZIP+4 98260

10.	
<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Contract:</p> <p>2.1 Appendix A (General Conditions), Items 1 through 18, govern contract performance.</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 scope of work/services to be performed by the contractor.</p> <p>2.4 Appendix D sets forth the compensation provisions of this contract.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>upon full execution of this contract by all parties</u>, and ends <u>November 15, 2019</u>.</p> <p>ARTICLE 4. Considerations:</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>\$2,500.00</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:</p>	
11. Department of Education and Early Development	Attention: Commissioner's Office
Mailing Address Teresita.sangster@alaska.gov PO Box 110500 Juneau, AK 99811-0500	Attention: Joa Sangster

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm Crossroads Education	Department/Division DEED / Finance and Support Services
Signature of Authorized Representative 	Signature of Administrative Services Director 
Typed or Printed Name of Authorized Representative Robert Boyle	Typed or Printed Name of Administrative Services Director Neil Steininger
Date 10/28/2019	Date 10-29-19

**APPENDIX A
GENERAL CONDITIONS**

1. Inspections and Reports:

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

2. Suitable Materials, Etc.:

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

3. Disputes:

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-AS 36.30.632

4. Default:

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

5. 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 Procurement Officer.

6. No Additional Work or Material:

No claim for additional supplies or 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 Procurement Officer.

7. 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.

8. 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.

9. 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.

10. 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 sees 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) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

11. Officials Not to Benefit:

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

12. Contract Prices:

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

13. Contract Funding:

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

14. 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.

15. Contract Extension:

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

16. Severability:

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1. Continuing Obligation of Contractor:

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

2. 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.

APPENDIX B1
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.

APPENDIX C
Federal Debarment Certification Form

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).

(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 bid, 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 Proposal.

Robert Boyle

Name and Title of Authorized Representative

Robert Boyle

Signature

10/28/2019

Date

Instructions for Federal Debarment Certification

1. By signing and submitting this Proposal, 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 Proposal 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," "Proposal," 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 Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal 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 Proposal 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 C

Scope of Work

BACKGROUND

Contractor states:

“In *“Digital Learning Strategies for Rural America: A scan of policy and practice in K–12 education.”* Amy Valentine states: “The common narrative around rural America has shifted from being largely positive and even mythical, to a greater emphasis on the challenges of rural regions of the country, including the lack of economic opportunity for rural residents. “

The brunt of economic forces related to utilities, teachers, transportation, and health services/insurance costs weigh heavily on small local school and community. Historical documents (APA, DEED funding, others) show the impact of these items restrict their ability to provide adequate education. Also economically disadvantaged communities develop social factors that limit school readiness of children. In some communities the relationship between the school and community is negatively impacted due to historical events. Not all of rural Alaska is postcard perfect places for children.

Rural schools face a number of challenges that are different than the challenges of their urban, town, and road system counterparts. Some remote road system schools also have the following constraints placed on rural off-road schools:

- Declining enrollments
- High socioeconomically disadvantaged populations
- High transportation costs
- High utility costs
- Lack of computer and internet access in homes
- High teacher turnover
- Fewer teachers, especially in high level courses
- Fewer courses available to students
- High incidents of trauma.

Alaska rural schools often lack advanced courses in math and science, challenging electives, and world language courses. Lacking are calculus, physics, and Algebra II. Not only are fewer courses available to students, but the courses that are not available are most commonly: Advanced Placement, honors, world languages, and advanced STEM classes—precisely the types of classes that would appear to correlate with college success.

The relationship between school and community is sometimes strained. The school is valued for commodities such as being a warm, safe place where food, activities, and social events are available. However, the educational programs are viewed as imposed by people from outside their community who lack the compassion and understanding needed for local children. The educational program feels enforced and failure to appreciate it is dealt with in a punitive manner.”

SERVICES

Contractor shall organize and facilitate a Rural School Focus Group meeting in Anchorage November 6, 2019 to include twelve invitees. A "white paper" Meeting Report summarizing the meeting will be produced for and presented to Commissioner Johnson and others from the meeting.

DELIVERABLES

Contractor shall provide coordination, facilitation, and technical support for a focus group occurring on November 6th, 2019 to address rural school challenges including the following deliverables:

- Deliverable 1: Meeting agenda due November 1, 2019
 - Questions and objectives to guide discussion.
- Deliverable 2: Meeting Attendee List with contact information and agency affiliation
- Deliverable 3: Meeting Report
 - Summary of discussion points and resulting recommendations.
 - Presentation of Meeting Report due to Commissioner Johnson November 8, 2019
 - Final Meeting Report submitted to Commissioner Johnson no later than November 15, 2019

APPENDIX D Compensation

COST

Payments for services provided under this contract will be \$500 per day for no more than 5 days. Total payment for services in performance of this contract shall not exceed the total amount of \$2,500.

This contract has no renewal options.

PAYMENTS

Payments will be fully burdened firm fixed fee upon invoicing at the completion of Scope of Work. The Scope of Work will be considered complete at the sole discretion of the State of Alaska Project Director.

Contractor shall provide services as a fully burdened rate including, but not limited to, administrative overhead, travel, and materials. No other costs will be considered for reimbursement.

INVOICING

Contractor shall submit an invoice for the services rendered to the address specified in Block 11 of the Standard Agreement Form or as indicated below. 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.

Invoices shall be submitted through one of the following delivery options:

- 1) Invoices may be submitted via Mail Delivery Service to:

Department of Education and Early Development
Commissioner's Office
attn.: Joa Sangster
PO Box 100500
Juneau, AK 99811-0500

- 2) Invoices may be submitted electronically to:

Teresita.Sangster@alaska.gov
Subject: CT 200000414 Invoice