



Christine M. Brennan Deputy Commissioner

Frank Edelblut Commissioner

> STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION 25 Hall Street Concord, NH 03301 TEL. (603) 271-3495

July 27, 2023

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

#### **REQUESTED ACTION**

Authorize New Hampshire Education Department (NHED) Office of Social and Emotional Wellness (OSEW) to enter into a **sole source** contract with Brooklyn Raney, LLC DBA, One Trusted Adult (OTA), (VC 354092), Moultonborough, N.H. in the amount of \$117,177 to plan, present, and facilitate a student track of the anti-bullying conference entitled "Intention, Invention, Impact: A Community Leadership Conference for Anti-Bullying" to empower students to effect lasting change in their schools, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled Project Aware for FY24 as follows:

06-56-56-562010-25080000-102-500731	<u>FY24</u>
Contracts for Program Services	\$117,177

#### **EXPLANATION**

This request is **sole source** because Brooklyn Raney, LLC, DBA, One Trusted Adult (OTA) is the only company that offers this specific student focused curriculum that is currently being used in New Hampshire schools. The curriculum will be used to guide the student focused track of the conference where students will learn leadership techniques that they can bring back to their schools and communities. Brooklyn Raney, the lead facilitator at OTA, is a high school educator who for over a decade has been facilitating successful youth experiences in partnerships with several NH schools and organizations, such as the New England League of Middle Schools, summer camps, parks & recreation programs. Through her master's studies in education and theater, she brings a wealth of unique tools and techniques for creating impactful research-based programs in bullying prevention, substance abuse prevention, and suicide prevention.

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The Intention, Invention, Impact: A Community Leadership Summit for Anti-Bullying conference is focused on identifying community goals, brainstorming school-based solutions, and assessing outcomes. The student track conducted by OTA will be highly engaging, interactive, and student-centered. A commitment to training and empowering students, parents/guardians, school staff, and community members is key to increasing positive climate and cultures.

Students will be invited and encouraged to do pre-interviews with their classmates and teachers before the conference. The facilitators will share real examples of adolescents making positive and lasting changes in their schools. Participants will set goals and present recommendations to adult community members attending the conference. Participants will be given ideas, tools, and instructions to host further student leadership training throughout the year, at their own schools.

In collaboration with the NHED, Brooklyn Raney, LLC DBA, One Trusted Adult, shall plan, present, and facilitate the student track. OTA will create and provide materials; including 3P Community Engagement card decks (proprietary classroom aid) for the participants to take back to their schools. OTA will also provide access to BeBold Student Leadership Course, a follow up support system so the students can facilitate this course for their classmates throughout the school year. OTA will also provide pre/post-test, analysis, and a report for NHED to disseminate to the federal grant source and as appropriate.

Respectfully Submitted,

Jule Elet

Frank Edelblut Commissioner of Education

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

#### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Address				
New Hampshire Department (NHED)	of Education	25 Hall Street Concord, NH 03301				
1.3 Contractor Name		1.4 Contractor Address				
Brooklyn Raney, LLC DBA O	ne Trusted Adult	15 Glidden Lane Suite 10 Moultonborough, NH 03254				
1.5 Contractor Phone	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation			
Number	See Exhibit C	September 30, 2023	\$117,177			
(617) 584-7966		2	\$117,177			
1.9 Contracting Officer for S	State Agency	1.10 State Agency Telephon	e Number			
Jen Hunter, Administrator		(603)573-1479				
Office of Social Emotional W 1.11 Contractor Signature	/eliness	1.12 Name and Title of Con	ntractor Signatory			
1.11 Contractor Signature	Date: 7/17/23	Jill Friedlander, Managing Director				
1.13 State Agency Signatur	e	1.14 Name and Title of State Agency Signatory				
Jule Elet	Date: 8/2/2023	Frank Edelblut, Commissioner of Education				
1.15 Approval by the N.H. I	Department of Administration, Divis	ion of Personnel (if applicable)				
By:		Director, On:				
	ey General (Form, Substance and E	xecution) (if applicable)				
	C. Br	On: 8/2/2023				
Elizabeth Brown, Attorn	ney					
1.17 Approval by the Gover	nor and Executive Council (if appli	cable)				
G&C Item number:		G&C Meeting Date:				

Contractor Initials/K Date 7/17/2-3

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

#### 6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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#### 8. EVENT OF DEFAULT/REMEDIES.

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8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance: 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

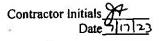
23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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#### **EXHIBIT** A **Special Provisions**

#### Additional Exhibits D-G

#### Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Contract between Brooklyn Raney, DBA One Trusted Adult and the New Hampshire Department of Education

Contractor Initial Date

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#### EXHIBIT B Scope of Services

Brooklyn Raney, LLC DBA One Trusted Adult (OTA) staff will provide the following on September 19<sup>th</sup> in Whitefield, NH at Mountain View Resort and on September 20<sup>th</sup> at Sheraton Nashua, NH:

• Brooklyn Raney, MS, M.Ed. will:

- o Lead and facilitate Student Track Who We Are & How We Lead (1.5 hours each day)
- o Community Building (30 minutes each day)
- o Facilitate the Community Building and Youth Presentation and discussion
- Three OTA staff members will facilitate Student track breakout sessions
  - o Who We Are & How We Lead (1.5 hours each day)
  - o What We Need & How We Get There (1.5 hours each day)
  - o Assist in Community Building activity (30 min each day)
  - o Assist in Youth Presentations and discussions (1 hour each day)
- Supplies a 15-page booklet created specifically for the event with instructions & reflection questions and provides table materials to facilitate Student track work sessions. (Paper, pens, markers, timers, post-its, and poster boards)
- OTA will provide Pre/Post test, create a final evaluation report, and visualize the data to include charts, graphs, or other visual tools to explain the evaluation findings for the federal report and other optional dissemination
- Provide 3P Community Engagement card decks (proprietary classroom aid) for the youth and adults to take back to their communities and utilize in implementation throughout the school year
- OTA will provide email distribution of pre-event questions attendees can circulate among classmates prior to the conference to prepare for discussions
- Follow-up support program for each school whose students attend (student participants can facilitate the program at their school): BeBold Student Leadership Course (One year access for each school.) The goal of this interactive workshop is to address the building of personal skills that promote community contribution. Facilitator and student guides are provided. The objectives of the course are to:
  - Define step-up, step-back leadership: knowing when and how to speak or listen and observe or act
  - o Provide specific strategies for building connections and belonging
  - o One-on-one and large-group communication skills
  - o Introduce the Comfort Zones tool and best practices for supporting peers
  - Practice with the LEVERS (proprietary classroom aid) tool for assessing and responding to concerning situations
  - o Accountability, responsibility, and ownership of climate and culture
  - o Leadership styles and needs-Cheerleaders, Challengers, Comforters, and Coaches
  - Inspiration, ideas, and opportunities to explore possibilities for contribution and making a positive difference

Contractor Initials

 Office of Social and Emotional Wellness (OSEW) will work with OTA to create a list of schools that have been provided access codes to the follow-up course BeBold Student Leadership. The maximum number of 50 schools will be tracked by OSEW.

Contract between Brooklyn Roney, DBA One Trusted Adult and the New Hampshire Department of Education

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#### **EXHIBIT C**

#### **Method of Payment**

Deliverables	Quantity	FY24
Brooklyn Raney Presenter Fee includes planning time to develop presentations and activities for the day, facilitate student track as well as plan and facilitate the Community Building and large group discussions on September 19 <sup>th</sup> and 20 <sup>th</sup>	\$9,000 x 2 days	\$18,000
Presenter and staff travel/lodging for 4	\$500 x 4	\$2,000
3 OTA staff: Design/planning of workshops; creation of materials and facilitation of the entire day's activities on September 19 <sup>th</sup> and 20 <sup>th</sup>	\$8,000 x 2 days	\$16,000
500 15-page booklets created specifically for the event with instructions & reflection questions and Student track supplies: Paper, pens, markers, timers, post-its, and poster boards	\$3,750 x 2 days	\$7,500 -
Deck of 3P Community Engagement resource cards for schools	\$25 x 500 packs	\$12,500
Evaluation Pre/Post test, create a final evaluation report that shows the data for the federal report and other optional dissemination	5	\$17,427
Be Bold Student Leadership Course (50 school subscriptions) To provide staff and students a year-long subscription utilizing these interactive courses to establish ongoing leadership skills through guided discussion and facilitated work.	\$875 x 50 schools	\$43,750
Total FY24		\$117,177

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Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted from one to another, but in no case shall the total budget exceed the price limitation of \$117,177.

Source of Funding: Funds to support this request are available in the account titled Project AWARE for FY24 as follows:

06-56-56-562010-25080000-102-500731	<u>FY24</u>
Contracts for Program Services	\$117,177

Method of Payment: Payment is to be made upon completion on the basis of an invoice which is supported by a summary of activities that align with the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, a one-time payment of \$117,177 will be made 30 days from the date the invoice is processed. Invoice may be submitted electronically to: <u>Jennifer.f.Hunter@doe.nh.gov</u>

Contract between Brooklyn Raney, DBA One Trusted Adult and the New Hampshire Department of Education

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Contractor Initials

#### **Contractor Obligations**

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address administrative, contractual, or legal remedies in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

#### Breach ·

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

#### **Environmental Protection**

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.) The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

#### **Procurement of Recovered Materials**

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised June 2022

Contractor Initials 9 Date 117123

#### Exhibit E

#### Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
  - 2. Does not have a proposed debarment pending;
  - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
  - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised June 2022



#### Exhibit F

#### Anti-Lobbying.

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

#### https://www.gsa.gov/forms-library/disclosure-lobbying-activities

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised June 2022

Contractor Initial

#### Exhibit G

#### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

#### **Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

#### Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information(including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

#### **Ownership of Intellectual Property**

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

**Revised June 2022** 

Contractor Initials Date

# State of New Hampshire Department of State

#### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BROOKLYN RANEY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 14, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 717708 Certificate Number: 0006250212



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of June A.D. 2023.

David M. Scanlan Secretary of State

## State of New Hampshire

### **Department of State**

### CERTIFICATE OF REGISTERED TRADE NAME OF ONE TRUSTED ADULT

This is to certify that **BROOKLYN RANEY LLC** is registered in this office as doing business under the Trade Name ONE TRUSTED ADULT, at 20 Rays Way, Moultonborough, NH, 03254, USA on 11/13/2020

The nature of business is 61-Educational Services - 430-Professional and Management Development Training

Expiration Date: 11/13/2025

Business ID: 855967



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of November A.D. 2020.

William M. Gardner Secretary of State

#### QuickStart

#### **Business Details**

Business Name: ONE TRUSTED ADULT Business Type: Trade Name Expiration Date: 11/13/2025 Business Creation Date: 11/13/2020 Date of Formation in Jurisdiction: 11/13/2020 Principal Office Address: 20 Rays Way, Moultonbo NH, 03254, USA Business Email: NONE Notification Email: info@onetrustedadult.co	NH, 03254, USA Phone #: NONE Fiscal Year End
Principal Purpose	
S.No NAICS Code	NAICS Subcode
1 Educational Services	Professional and Management Development Training
Page 1 of 1, records 1 to 1 of 1	
Trade Name Information	·
Business Name B	Business ID Business Status
Trade Name Owned By	
Name	Title Address
Brooklyn Raney LLC (/online/BusinessInquire/TradeNameInformation businessID=543153)	Good Standing ? Business
Trademark Information	
Trademark Number Trademark Name	Business Address Mailing Address
No	p records to view.

1

#### Certificate of Attestation Limited Partnership or LLC

l, <u>Brooklyn Raney</u>, hereby certify that I am a member of <u>Brooklyn Raney, LLC DBA One</u> <u>Trusted Adult</u> a limited liability company under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company tinder RSA 304-C.

I hereby certify that <u>Jill Friedlander</u>, is the Managing Director of <u>Brooklyn Raney</u>, <u>LLC DBA One</u> <u>Trusted Adult</u> and in that capacity is authorized to execute contracts on behalf of <u>Brooklyn Raney</u>, <u>LLC DBA One Trusted Adult</u> and may bind the organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Attestation. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 17, 2023

Attest: Brooklyn, Raney, Partner)

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#### **Brooklyn Wheeler Raney**

Moultonborough, NH + 603-558-5093 + brook@onetrustedadult.com + www.brooklynraney.com

#### **EMPLOYEE PROFILE**

- · An ambitious individual with over ten years of experience working in education
- · Proven skills in curriculum design, program development, facilitation, training and leadership

#### EMPLOYMENT HISTORY

#### One Trusted Adult, Founder and Lead Trainer

- Authored the book One Trusted Adult: How to Build Strong Connections & Healthy Boundaries with Young People
- · Facilitates professional development trainings for schools and youth-serving organizations in person and virtually
- · Consults with educators and youth-serving professionals on life skills learning and leadership curriculum

#### Founder and Program Director, Generation Change 501c3

- Created and directs a camp to teach life skills and leadership to girls entering grades 6th-9th
- Hires and trains a staff of nationally recognized professors and motivational speakers
- Recruits and enrolls 80 campers/summer, and continues to promote the growth of the camp
- · Facilitates a travel program to Peru and Morocco teaching courage and confidence to girls in rural villages
- · Directs a traveling one-day leadership program focused on cross-generational mentorship called Boost

#### Dean of Students, Kimball Union Academy, Meriden, NH

- · Responded to campus emergencies, discipline matters, and the daily needs of a diverse body of students
- Supervised the Assistant Dean of Students, and the Campus Activities Director
- · Served on the Internal Health Committee, Academic Advisory, and House Heads Committees
- · Facilitated Faculty Trainings on a variety of topics related to adolescent development
- Organized a weekly leadership and social skills program for each class on a range of relevant topics
- · Served in multiple other roles on campus including dorm parent, hockey coach, acting teacher, and advisor

#### Assistant Dean of Students, Kimball Union Academy, Meriden, NH

- Developed and executed Student Life programming in academic and non-academic settings
- · Created a Student Leadership structure, which included comprehensive training and education
- Involved in disciplinary and health related responses of the Academy
- Served in multiple other roles on campus including dorm parent, hockey coach, softball coach, academic advisor, and club advisor

#### Advisor to Residential Life and Leadership, Culver Academies, Culver, IN

- Researched, designed, and facilitated workshops on life skills and leadership for adolescent females
- Faculty advisor to multiple groups on campus including Leadership Committee for Africa, and the GSA
- · Assistant coach of girls' varsity hockey and girls' varsity softball teams

#### **EDUCATION**

University of Pennsylvania, Philadelphia, PA Currently pursuing a Doctorate of Education in the Chief Learning Officer Program	Current
New York University, New York, NY Master of Arts, Educational Theatre in Colleges and Communities	August 2008
<b>Colgate University</b> , Hamilton, NY Bachelor of Arts, major in English/Theater, minor in Writing and Rhetoric	May 2007

July 2010-July 2012

Sept. 2008-June 2010

June 2018-present

August 2010-present

July 2012-June 2018

#### **Kimberly Renee Siwiec**

kim@onetrustedadult.com

#### **EMPLOYEE PROFILE**

#### A Masters-Level therapist and Certified School Counselor with over 15 years of experience working in education

Proven skills in counseling, school program development, student support services and crisis management

#### **EMPLOYMENT HISTORY**

#### **One Trusted Adult**

#### **Implementation Specialist and Content Developer**

- · Facilitates professional development trainings for schools and youth-serving organizations in person and online.
- Consults with educators and youth-serving professionals on life skills learning and leadership curriculum.
- Develops content, activities, and lessons to support child/adolescent social and emotional health and wellness.

#### 'Iolani School, Honolulu, Hawaii

#### Social and Emotional Health Coordinator - Residential Life (Boarding) Program

Identified and provided interventions to support student's academic, social, and emotional needs.

- Provided crisis counselling, risk-assessments, individual, small group and large group counseling to students.
- · Designed developmentally and culturally appropriate curriculum to support the social and emotional needs of Res Life students
- · Collaborated and consulted with administration, house teams, school counselors and teachers in support of student wellbeing

#### International School of Kuala Lumpur, Kuala Lumpur Malaysia

#### Middle School Counselor (Grade 6-Grade 8)

- Identified and provided interventions to support student's academic, social, and emotional needs.
- · Provided crisis counselling, risk-assessments, individual, small group and large group counseling to students.
- Co-facilitated monthly parent workshops addressing various important topics for the parent community.
- · Developed Peer Mentoring Program, a mutually beneficial program pairing High school students with Middle School students
- · Taught Health, a required course covering social, emotional, and physical health to all Grade 6 students.

#### Cayman International School, The Cayman Islands

#### Middle School Counselor (Grade 6- Grade 8)

- Developed a Counseling Program, inclusive of academic, social/emotional, career and global perspective guidance and support.
- Taught a year-long course to grade 6 students inclusive of academic, social/ emotional and career guidance and support.
- Facilitated parent meetings to address important topics pertaining to adolescent development.
- · Co-facilitated the Leadership Team, responsible for the planning and implementation of assemblies and events.
- · Provided daily advisory lessons and activities to Middle School homeroom teachers.

#### Universal American School of Dubai, United Arab Emirates

#### Elementary School Counselor (Grade 2 - Grade 6)

- Counseled students in pre-K through grade six, individually and in groups.
- Collaborated with parents, teachers, administration, and community agencies to provide students with support.
- · Led support services team through the development of a school wide model for support.
- Educated parents through monthly workshops addressing relevant topics of concern.

#### **Brevard County Public Schools, Florida**

#### School Counselor (Pre-Kindergarten- Grade 8)

- Provided academic, social, and emotional support and guidance to students and families.
- · Monitored student's academic performance, behavior, and attendance, developing interventions to support areas of concern.
- Administered assessments and collaborated with teachers regarding effective interventions.
- · Facilitated weekly Problem Solving Team meetings, collaborating with district support staff, teachers and parents

#### **EDUCATION**

- · M.A. Clinical Psychology and Humanistic Studies, Michigan School of Psychology (previously known as The Center for Humanistic Studies), Farmington Hills, Michigan (August, 2004)
- B.A. Psychology, University of Denver, CO (June, 2002)
- B.A. Communications, University of Denver, CO (June, 2002)

#### 2015-2017

2012-2015

2005-2012



2021-present

2020-2021

2017-2018



#### **Jill Friedlander**

jill@onetrustedadult.com

#### EMPLOYMENT HISTORY

One Trusted Adult, Managing Director	2021-present
<ul> <li>Responsible for marketing, contract negotiation, and execution of training serving organizations in person and virtually</li> </ul>	programs at schools and youth-
<ul> <li>Coordinate HR, accounting, and all publishing functions</li> </ul>	
<ul> <li>Produce, market and sell SEL materials and programs for middle and high</li> </ul>	school students
Independent speaker agent and publishing consultant	2016-2021
· Represent author/speakers, including strategy, outreach, contract negotiation	on and execution
Coordinate self-publishing and traditional publishing pathways	
Bibliomotion, Inc. Brookline MA	2011-2016
<ul> <li>President and Cofounder of trade publishing company</li> </ul>	
<ul> <li>Published 60 non-fiction titles and large catalog of online courses</li> </ul>	
<ul> <li>Supervised 10 employees, and sold company to large competitor</li> </ul>	
Nicholas Brealey Publishing Boston MA	2010-2011
<ul> <li>Finance director at trade book publishing firm.</li> </ul>	
<ul> <li>Negotiated contracts, responsible for HR functions</li> </ul>	
Boston Family Boat Building Boston MA	2013-2015
Board member of non-profit focused on experiential learning for Boston p	ublic school students
Paul Weiss Rifkind Wharton & Garrison New York, NY	1988-1991
Associate (legal) in commercial real estate department	
<ul> <li>Involved in complex commercial real estate leases, acquisitions, disposition</li> </ul>	ns, and financings
EDUCATION	
New York University of School of Law, New York, NY Juris Doctor	1986
New York University School of Business Administration	
While in law school, completed 75% of an MBA, including accounting and finance	courses

Harvard University, Cambridge, MA

÷

AB magna cum laude 1982



#### **Elizabeth Musto**

beth@onetrustedadult.com

#### **EMPLOYMENT HISTORY**

One Trusted Adult, Program Coordinator

- Coordinate and schedule all in-person and virtual workshops and trainings for youth and adults at schools and youth-serving organizations
- · Responsible for product inventory, including books, journals, handouts and workshop supplies
- Manage Moultonborough office
- · Assist at all in-person events for youth and adults at schools, youth-serving organizations and conferences

Circle Program, Development and Marketing Coordinator

- Organized and led five three-day residential "Women's Wellness Weekends" at the Circle Program camp with 45 women; all proceeds to the Circle Program
- · Coordinated two "Circle Trots," community road races with 85 volunteers and 300 participants
- Created comprehensive fundraising campaign for unique program that provides one-on-one mentoring and rewarding summer camp experience for at-risk central New Hampshire girls
- Initiated successful branding for organization
- · Responsible for developing and sustaining organization's website and social media presence
- Networked at regional outreach events, chamber of commerce and other community events

#### ABC Welding. Bookkeeper

- Manage all financials of active business
- Responsible for invoicing, coordinating contracts, staying current with insurance and licensing, and liaison with accountant.
- Final authorization for all equipment purchases and sales

#### Yoga with Beth, Instructor

- 200 hours certified yoga instructor
- Lead classes for all levels with the support of modifications
- Certified Restorative Yoga Instructor from the Kripalu Institute
- Created and hosted specialty classes for the elderly at local Senior Center incorporation wellness tips

#### **EDUCATION**

New Hampshire Grant Institute	2018
The Abhyasa Yoga Institute	2014-2015
Institute for Integrative Nutrition	2014-2015
NH Real Estate School	2007
Bay State College	1993-1994

#### 2016-2021

2009 - present

2014-present

2021-present