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Frank Edelblut  
Commissioner

Christine M. Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, NH 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

November 5, 2021

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

**REQUESTED ACTION**

Authorizes the Department of Education to enter into a **sole source** contract with Rooted Consulting LLC, Natick, MA (Vendor code 363366) in an amount not to exceed \$180,000 to plan and provide training to create a Founders Fellowship Cohort for the New Hampshire educational community, effective upon Governor and Council approval through June 30, 2022.  
100% Federal Funds

Funds are available in the account titled Title II-A Professional Development as follows:

	<u>FY 22</u>
06-56-56-562010-25100000-072-509073 Grants Federal	\$180,000

**EXPLANATION**

The Department is requesting a **sole source** contract with Rooted Consulting LLC (Rooted LLC) based on the strength of the company's fifty years of collective experience in educational school redesign. This asset is highly beneficial to New Hampshire's education community, as the focus of Rooted Consulting's work will empower new school leaders to help implement and bolster New Hampshire's Charter School Grant and help to interpret the recently adapted Innovation Schools Law. Rooted LLC has launched six in-district schools in Springfield, Massachusetts, including two dual language middle schools and an early college high school model.

Given that the Innovation Schools Law was recently adopted in New Hampshire, NHDOE is not aware of any New Hampshire vendors with comparable experience. Rooted Consulting's strong association with the Barr Foundation of Boston, Massachusetts, whose vision is to strengthen investment in educators and in new models of school creation and school redesign throughout the New England states, is another of their assets. As Executive coaches, Rooted Consulting also facilitated the strategic planning process that led to the innovative creation of the Drexel Fund's

Founders program. The Drexel Fund is a national outreach program for school redesign which currently maintains a working presence in Ohio, Wisconsin, Florida, and Louisiana.

Additionally, in this contract, Rooted Consulting offered a discounted rate to the State of New Hampshire of \$100/hour. Mr. Matt Brunell's hourly rate is typically \$250/hour for executive coaching and \$150/hour for strategic planning work. Mr. Brunell's partner on this project, Dr. Colleen Curran of Merrimack, NH, will serve as a lead coach and main presenter, assuming half of the total responsibilities and compensation for the project. Dr. Curran's hourly rate is typically \$150 for executive coaching. The discounted rate offered to the State of New Hampshire is substantially less than the majority of educator professional development contracts currently managed by the Department, which now average \$1,500 for a 7-hour day (\$214.29 per hour). Given this discounted rate is considerably lower than the Department's similar contractors and Rooted Consulting's typical rate, a sole source contract will be cost-effective in moving forward this vital work.

For all these reasons, it is felt that Rooted Consulting has the wide knowledge base and prior expertise so necessary to spearhead the New Hampshire Department of Education's (NH DOE) project of creating a Founders Fellowship Cohort. To accomplish this, Rooted Consulting will plan and initiate this work in four stages. The stages are outlined here:

- 1) Select the initial cohort of up to 8 Founder Fellows/Reviewing Innovation School Law
- 2) Understanding the Core Frame and the Community Charge
- 3) Defining the School Model
- 4) Ready for the Launch of the School Model

This contract will provide the support necessary to allow the NH DOE to continue its efforts to strive for innovative strategies to improve a school district's ability to meet families' and students' needs and to improve educational outcomes.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

FE:kn:emr

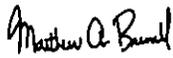
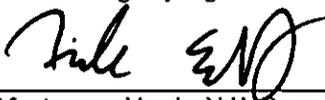
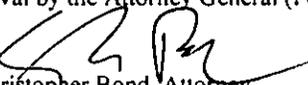
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Rooted Consulting LLC		1.4 Contractor Address 11 Circular Ave., Natick, MA 01760	
1.5 Contractor Phone Number 1-508-523-0393	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$180,000
1.9 Contracting Officer for State Agency Kathryn Nichol, Education Consultant		1.10 State Agency Telephone Number 603-271-6087	
1.11 Contractor Signature   Date: 9/22/2021		1.11 Name and Title of Contractor Signatory Matthew Brunell, Sole Proprietor	
1.13 State Agency Signature   Date: 11-15-21		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By:  On: 11/17/21 Christopher Bond, Attorney			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

**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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.
- 8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Date 9/22/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **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.

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

23. **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.

24. **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.

**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).

Matthew Brunell, as sole proprietor of Rooted Consulting LLC represents that he currently has no employees, and as such, is effectively exempt from RSA 281-A. If he should hire any employees, however, he would be required to comply with Paragraph 15 of the P-37, Workers' Compensation.

**EXHIBIT B**  
**Scope of Services**

Rooted Consulting LLC will provide the following services to the New Hampshire Department of Education upon Governor and Council approval through June 30, 2022.

Rooted Consulting LLC will serve as the lead advisor and lead facilitator for the inaugural New Hampshire Founders Fellows, a cohort of school leaders who aspire to found new schools in the state of New Hampshire drawing upon the recent passage of the Innovation Schools/Zones legislation. This is to be accomplished in four stages.

*First Stage: Selecting the Initial Cohort Founder Fellows*

- Select the initial Cohort of Founders Fellows of up to eight applicants/Reviewing Innovation School Law
- Define the competencies necessary to help guide state selection efforts of the initial cohort
- Draft an application for the candidates to complete in one of three interest areas
  1. Early College/Institution of Higher Education (IHE) Partnership Model
  2. Project-Based learning
  3. Locally-derived Model
- Provide a review and recommendation to the state for the implementation/rollout of recent Innovation Schools/Zones legislation
- Delineate and lead a recruitment and selection process for the initial cohort of Founders Fellows

*Second Stage: Understanding the Core Frame and the Community Charge*

- Facilitate a process whereby Founders learn more about the core programmatic frame of their proposed schools through intensive coaching and Founder-specific learning plan
- Facilitate a process whereby Founders acquire, aggregate and synthesize the community friends/aspirations for the programmatic frame of their proposed school from quantitative and qualitative standpoints
- Help Founders concretize these community needs/aspirations into a summary document, and prepare Founder to share/present this summary to Superintendent/School Board

*Third Stage: Defining the School Model*

- Facilitate a process whereby Founders build upon the Compass Document to gain a more informed understanding of the three Definitions of the new schools
  1. Definition of the Program
  2. Definition of the Structure
  3. Definition of the Finances
- Help Founders concretize the work on the Definitions into an Executive Summary of the proposed school and prepare the Founder to present the summary
- Support Founders with creation of a plan for how to share Executive Summary with Key Stakeholders
- Support Founders in the development of a political readiness document which accounts for how the school can be rooted in a community

*Fourth Stage: Ready for the Launch of the School Model*

- Support the Founders through intensive coaching to develop a plan to get feedback on the Executive Summary from select stakeholders
- Build out A Day 1 Readiness Plan for each Founder to prepare for launch
- Manage the Founders as they implement Day 1 Readiness Plan

*Contract between Rooted Consulting LLC and the New Hampshire Department of Education*

Contractor Initials **MAB**  
Date 9/22/2021

**EXHIBIT C  
Method of Payment**

BUDGET (through June 30, 2022)

Activities:	Amount:
<p><b>First Stage: Selecting the Initial Cohort Founder Fellows</b></p> <ul style="list-style-type: none"> <li>• Select the initial Cohort of Founders Fellows of up to eight applicants/Reviewing Innovation School Law</li> <li>• Define the competencies necessary to help guide state selection efforts of the initial cohort</li> <li>• Draft an application for the candidates to complete in one of three interest areas               <ol style="list-style-type: none"> <li>1. Early College/Institution of Higher Education (IHE) Partnership Model</li> <li>2. Project-Based learning</li> <li>3. Locally-derived Model</li> </ol> </li> <li>• Provide a review and recommendation to the state for the implementation/rollout of recent Innovation Schools/Zones legislation</li> <li>• Delineate and lead a recruitment and selection process for the initial cohort of Founders Fellows.</li> </ul>	<p>\$60,000</p>
<p><b>Second Stage: Understanding the Core Frame and the Community Charge</b></p> <ul style="list-style-type: none"> <li>• Facilitate a process whereby Founders learn more about the core programmatic frame of their proposed schools through intensive coaching and Founder-specific learning plan</li> <li>• Facilitate a process whereby Founders acquire, aggregate and synthesize the community friends/aspirations for the programmatic frame of their proposed school from quantitative and qualitative standpoints.</li> <li>• Help Founders concretize these community needs/aspirations into a summary document, and prepare Founder to share/present this summary to Superintendent/School Board</li> </ul>	<p>\$60,000</p>

Contract between Rooted Consulting LLC and the New Hampshire Department of Education

Contractor Initials MAB  
Date 9/22/2021

<p><b>Third Stage: Defining the School Model</b></p> <ul style="list-style-type: none"> <li>• Facilitate a process whereby Founders build upon the Compass Document to gain a more informed understanding of the three Definitions of the new schools.             <ol style="list-style-type: none"> <li>1. Definition of the Program</li> <li>2. Definition of the Structure</li> <li>3. Definition of the Finances</li> </ol> </li> <li>• Help Founders concretize the work on the Definitions into an Executive Summary of the proposed school and prepare the Founder to present the summary</li> <li>• Support Founders with creation of a plan for how to share Executive Summary with Key Stakeholders</li> <li>• Support Founders in the development of a political readiness document which accounts for how the school can be rooted in a community</li> </ul>	\$30,000
<p><b>Fourth Stage: Ready for the Launch of the School Model</b></p> <ul style="list-style-type: none"> <li>• Support the Founders through intensive coaching to develop a plan to get feedback on the Executive Summary from select stakeholders</li> <li>• Build out A Day 1 Readiness Plan for each Founder to prepare for launch</li> <li>• Manage the Founders as they implement Day 1 Readiness Plan</li> </ul>	\$30,000
<p><b>Total</b></p>	<b>\$180,000</b>

**Limitations on Price:** In no case shall the total contract exceed the price limitation of \$180,000.

**Source of Funding:** Funds to support this request are available in FY 22 in the account titled Title II-A Professional Development as follows:

	<b>FY 22</b>
06-56-56-562010-25100000-072-509073 Grants Federal	\$180,000

**Method of Payment:** An initial payment of \$60,000 upon receipt of an invoice for First Stage activities, described above. Payment is then to be made monthly on the basis of invoices which are supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed in each invoice. A final invoice is due within 30 days of the end of this contract. Invoices and summaries shall be submitted to:

Kathryn Nichol  
Project Director  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

*Contract between Rooted Consulting LLC and the New Hampshire Department of Education*

Contractor Initials **MAB**  
Date 9/22/2021

## EXHIBIT D

### 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 6-25-21

Contractor Initials MLB  
Date 9/22/2021

## 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 DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE 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 6-25-21

Contractor Initials MAB  
Date 9/22/2021

## 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 DOE 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 6-25-21

Contractor Initials MAB  
Date 9/22/2021

## 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 DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. 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 DOE 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 DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, 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 DOE, financial information, partner information (including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE 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 DOE 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 DOE or subcontracted with the Contractor.

#### Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE 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 DOE.

Revised 6-25-21

Contractor Initials MAB  
Date 9/22/2021

# State of New Hampshire

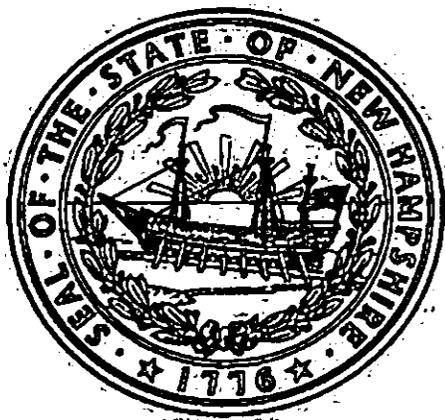
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROOTED CONSULTING LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on June 28, 2021. 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: 874945

Certificate Number : 0005387374



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of June A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

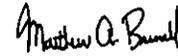
(Sole Proprietor)

I, Matthew Brunell, as a Sole Proprietor of my Business, Rooted Consulting LLC,  
(Contractor Name) (Business Name)

certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of Rooted Consulting LLC.  
(Business Name)

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Business this 22 day of

September, 2021.  
(date contract is signed)



\_\_\_\_\_  
Sole Proprietor  
(Contractor Signature)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Type text here

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, N/A COVID the undersigned Officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Single Member of \_\_\_\_\_, a Business, and that he/she, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by himself/herself as Sole Proprietor.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission expires:



## Matthew A. Brunell

### EDUCATION

<b>Boston College Law School</b> <i>Juris Doctor, cum laude</i> Published Work: <u>What <i>Lawrence</i> Brought for 'Show and Tell': The Non-Fundamental Liberty Interest in a Minimally Adequate Education</u> , 25 Boston College Third World Law Journal 343 (2005)	Newton, MA May 2005
<b>Boston College, School of Arts and Sciences</b> <i>Bachelor of Arts in English, magna cum laude</i>	Chestnut Hill, MA May 1999
<b>Prescott College</b> <i>Teaching Certificate in Secondary Education</i>	Prescott, AZ June 2001

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### EDUCATION LEADERSHIP EXPERIENCE

**Rooted Consulting, LLC** Boston, MA  
*Independent Education Management Consultant* April 2015 – Present

- Serving as senior advisor to education-related organizations to guide the operationalizing of their strategic visions. Clients/projects – with key deliverables in brackets and with client names available upon request - have included:
  - A state education agency seeking a community-oriented recruitment and selection process for a new Superintendent of a district placed in state receivership/turnaround [planning documents];
  - A philanthropic investment fund seeking to develop a founders' program to launch new schools, including essential strategy (financial, staffing and programmatic components) and tactics (recruitment, selection and training of new school founders) [strategic plan/direct coaching];
  - A cohort of school founders seeking weekly coaching and guidance in readying their innovative vision in the critical pre-launch year [strategic plan/direct coaching];
  - A private school seeking to expand from their original campus to a network [strategic growth plan];
  - A philanthropic investment fund seeking strategies to both diversify and retain educators within schools they support, as precursor to a broader strategic plan [strategic direction document];
  - A school network seeking to support its leaders in the execution of an innovative human capital model (a teacher fellowship for first generation college graduates) [coaching framework/direct coaching];
  - A teacher development organization seeking to grow their impact substantially, while ensuring financial viability [strategic direction document];
  - A religious order seeking to design/launch a new career-oriented high school model [strategic planning process/school design plan];
  - A school network seeking to design/implement coherent instructional systems across multiple campuses [coaching framework/direct coaching];
  - A school network seeking to build a performance management culture by designing/implementing an overhauled accountability model [strategic direction document]; and
  - A diocese seeking a new lay governance and accountability model [strategic direction document].

**Springfield Empowerment Zone Partnership (SEZP)** Springfield, MA  
*Co-Executive Director* September 2018 – Present

- Setting an equitable executive and operational/budgetary vision as co-leader for SEZP (13 Schools, ~5300 students), with specific responsibilities including:

- Executing on an expanded definition of student success framework for accountability (“The SEZP Roadmap for Student Success”),
- Managing/supervising principals (including deciding upon hiring, development and retention of principals),
- Driving a teacher diversification initiative, by focusing on recruitment/hiring/development/retention of educators of color,
- Authorizing the launch of six innovative school models (including dual language schools and early college high schools) that responds to the needs of the community,
- Developing the equitable methodology for and overseeing the implementation of SEZP's school-based budget model (~\$80 million),
- Supervising SEZP team in providing targeted budgetary, talent and operational supports to schools,
- Reporting to the independent SEZP Board of Directors, and
- Serving as liaison to core partners (Massachusetts Department of Elementary and Second Education, Springfield Education Association and Springfield Public Schools).

*Project Director/Senior Adviser*

*November 2015 – September 2018*

- Facilitating the full continuum of design processes which will result in the launch of four new schools (two middle schools and two high schools), including leadership of the following:
  - Engaging in an extensive community needs assessment for each school,
  - Leading the recruitment, selection, and curation of professional learning for a design team and/or new school founder,
  - Facilitating/drafting a written school design plan (structure, culture and instruction of new school) that comports with the community needs assessment for each school,
  - Projecting managing a “day-one” readiness plan for each school in order to operationalize the school design plan; and
  - Securing and project-managing the national and regional philanthropic support necessary for these three school design processes.

**BES**

*Boston, MA*

*Chief Operating Officer*

*January 2011-April 2015*

- Lead the implementation of 2011-14 strategic plan for national non-profit committed to the development of urban principals and school leaders, resulting in a tripling of organizational revenue and personnel over pre-strategic plan level.
- Lead new organization-wide human resource/work culture practices to better recruit, develop and retain a dramatically growing staff (7 staff members in 2011 to 25 staff members in 2015).
- Lead the review and consequential overhaul of principal recruitment and selection practices, including the integration of screen test and video interviewing technology, resulting in doubling of cohort size of the organization’s flagship principal training program (BES Fellowship).
- Lead the creation of new leadership development programs (BES Lead to Achieve) specifically geared to principals in traditional public school districts, launching programs in close partnership with Boston, Houston, and Springfield (MA) public school districts.
- Lead the cultivation and securing of three \$1MM+ philanthropic gifts.
- Lead the development, navigation of board approval, and management of annual budget (currently \$7.8MM), working closely with the financial subcommittee of the board in preparing financial statements and budgets for review.
- Delivered quarterly presentations to Board of Directors in matters related to the financial, programmatic and strategic efforts of the organization.
- Offered position of Chief Executive Officer by BES Board of Directors.

**Nativity Middle School of Worcester**  
*President/Head of School*

*Worcester, MA*  
*July 2006 – June 2011*

- Lead a tuition-free, Jesuit middle school (grades 5-8) for urban students where nearly *all* students qualified for free/reduced lunch and *all* graduates earned placement into private high schools, utilizing an 11-hour school day, an 11-month extended school year and a comprehensive graduate support system.
- Oversaw the self-study process, resulting in successful accreditation as a member of NEASC (New England Association of Schools and Colleges).
- Reported directly to and engaged with a diverse 18-member Board of Trustees, presenting timely and actionable reports for quarterly board meetings, in addition to driving the work of four board subcommittees.
- Served as chief financial officer - developing, securing board approval and managing annual budget (\$1.2MM in 2011) of an IRS 501c(3).
- Served as chief fund-raising officer – raising more revenue than needed to cover expenses every year as well as securing seed funding for a \$10MM capital campaign.
- Served as chief human resources officer – setting policy for the recruitment, hiring, development, compensation and retention of all staff, including principal and administration.
- Served as chief community relations officer - promoting positive relations with community stakeholders, including the brokering of tuition remission agreements for faculty to pursue graduate degrees at Boston College, Clark University and Assumption College and the brokering of \$1MM annually in financial aid for Nativity graduates to attend private high schools.
- Selected for and served as member of the President’s Council for the NativityMiguel Network of Schools, with responsibilities including 1) authoring Network’s Rubric for Administrative Capacity and 2) presenting before national conferences and regional meetings on the topics of school leader recruitment and retention practices, the principal supervisor-principal relationship and school leader succession planning.
- Awarded Key to the City by the Mayor of Worcester for outstanding leadership in the community.
- Received a Public Citation by Governor Deval Patrick commending individual service to the City of Worcester.

**Teach for America - C.O. Greenfield Middle School (Roosevelt School District)**  
*Seventh Grade Language Arts and Social Studies Teacher*

*Phoenix, AZ*  
*May 1999 – June 2001*

- Member of the Teach for America teaching corps.
- Selected for and served as a “Gifted and Talented” teacher at the school.
- Chaired seventh grade social studies curriculum team.
- Served as liaison between parents and Office for Civil Rights attorneys regarding compliance violation.
- Coached boys’ baseball and girls’ basketball teams in district leagues.
- Completed Master’s level classes in bilingual language acquisition.

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**EDUCATION LAW AND CHILDREN’S RIGHTS EXPERIENCE**

**Member of the Massachusetts Bar**

*2005-Present*

- Certified Court-Appointed Children and Family Law [CAFL] Attorney.
- Additional legal experience available upon request.

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**PERSONAL**

Husband and father of five children; finished ten marathons; coach of youth basketball; and (former) member of Natick Town Meeting.