

AGREEMENT
for
Back Office Support Services

between

FORRESTER ACADEMY, INC
ABN ALTURAS INTERNATIONAL ACADEMY

and

BLUUM

This Agreement is made and entered into between the Bluum ("BLUUM") and FORRESTER ACADEMY INC. ("SCHOOL") this First day of July, 2018.

In consideration of the mutual promises herein contained, the SCHOOL and BLUUM agree as follows:

1. SCOPE OF SERVICES

During the term of this Agreement, BLUUM shall furnish to SCHOOL the services identified on Exhibit A. Such services shall be performed by individuals as employees or independent contractors of BLUUM and not as employees of the SCHOOL.

2. TERM

The Agreement shall commence on July 1, 2018 and shall end on June 30, 2019. BLUUM will perform services with due and reasonable diligence consistent with sound professional practices. Any services identified by Task Order are expected to be completed by BLUUM, even if after June 30, 2019.

3. COSTS

3.1 Basic Services. As compensation for Basic Services to be performed by BLUUM, the SCHOOL will pay BLUUM for services as selected in the attached scope of work document, Attachment "A". **The scope of work annual cost of \$39,000 equals \$3,250 per month, payable monthly.**

3.2 Additional Services. BLUUM shall not take any action hereunder which could cause the amount for which SCHOOL would be obligated to BLUUM to exceed the costs defined herein. However, this sum may be increased or decreased from time to time by BLUUM if Additional Services are required or the scope of work is adjusted for any reason, through an Addendum to this Agreement.

3.3 Reimbursable Expenses. The SCHOOL shall pay for items specifically agreed upon as Reimbursable Expenses.

- 3.4 Invoices and Payment. BLUUM will submit invoices on a monthly basis. SCHOOL will make payment within 30 calendar days of the invoice date. BLUUM shall keep accurate records of services rendered and expenses incurred, and provide detailed invoices to SCHOOL.
- 3.5 Interest. If payment is not received by BLUUM within 30 calendar days of the invoice date, SCHOOL shall pay interest at a rate of 1.5% of the past due amount per month.
- 3.6 Suspension of Services. If the SCHOOL fails to make payments when due without a good faith reason, BLUUM may suspend performance of services until payment is received. BLUUM shall have no liability to the SCHOOL for any costs or damages as a result of such suspension.

4. OWNERSHIP OF INFORMATION

All deliverables resulting from this Agreement, including hard and digital copies of information, data, graphics, exhibits and other documents, are the property of the SCHOOL. BLUUM shall not reuse or modify said deliverables without the SCHOOL'S written permission.

5. TERMINATION

The SCHOOL and BLUUM may terminate this Agreement by giving thirty (30) days written notice thereof. If terminated by SCHOOL, BLUUM shall be paid by the SCHOOL for the portion of the work completed prior to termination.

6. MODIFICATIONS

The SCHOOL may request to modify this Agreement at any time and the SCHOOL and BLUUM may agree to an equitable adjustment in cost and schedule.

7. DISPUTE RESOLUTION

Should a dispute arise, SCHOOL and BLUUM agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either the SCHOOL or BLUUM. If the parties fail to resolve the dispute through negotiation, then prior to litigation the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique, the fees and expenses of which shall be split equally. This Agreement shall be governed by the laws of the State of Idaho.

8. INDEMNIFICATION

The SCHOOL agrees to indemnify and hold BLUUM, its affiliates, subsidiaries, assignees, and licensees harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising out of SCHOOL's breach of any of the above representations and warranties, or arising from any injury to person or property caused by any Services or Deliverables provided by BLUUM under this Agreement.

BLUUM agrees to indemnify and hold the SCHOOL, its affiliates, subsidiaries, assignees, and licensees harmless from and against any losses, costs, expenses (including reasonable attorney's fees), judgments, settlements, and damages resulting from any claim or action arising from any injury to person or property caused by willful action on the part of BLUUM during the course of this Agreement.

9. **SUSPENSION OF SERVICES**

If the SCHOOL suspends services of BLUUM for any reason for more than thirty (30) days, the SCHOOL and BLUUM shall agree to an equitable adjustment in cost and schedule.

10. **INSURANCE**

BLUUM shall procure and maintain insurance as set forth below. BLUUM shall cause SCHOOL to be listed as an additional insured on any applicable general liability insurance policy carried by BLUUM.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease, policy limit	\$500,000
Disease, each employee	\$100,000
General Liability	
Each occurrence (Bodily Injury and Property Damage)	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	
Each Accident	\$1,000,000
Professional Liability Insurance	\$1,000,000
Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000

Errors and Omissions

\$1,000,000

11. ESTIMATES

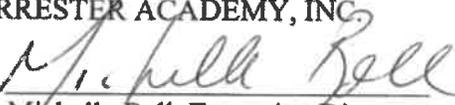
BLUUM cannot and does not guarantee that proposals, bids or actual service costs will not vary from opinions of estimated project costs prepared by BLUUM.

12. SCHOOL FURNISHED SERVICES

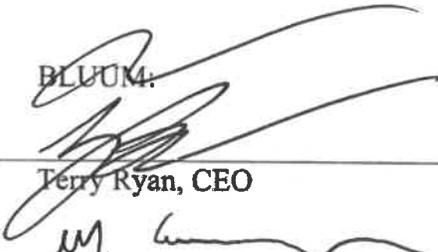
The SCHOOL shall provide access to SCHOOL'S records, data, and other information needed by BLUUM to perform the SCHOOL'S requested services. BLUUM agrees to maintain all SCHOOL records, data and information in a confidential manner and will comply with all rules of confidentiality as required by State and Federal law and school policy, including but not limited to FERPA, HIPPA, et al.

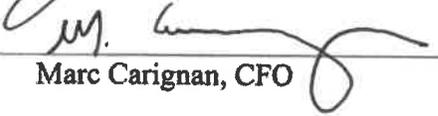
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FORRESTER ACADEMY, INC.

By: 
Michelle Ball, Executive Director

BLUUM:

By: 
Terry Ryan, CEO

By: 
Marc Carignan, CFO

Address: 151 North Ridge Avenue
Idaho Falls, Idaho 83402

Address: 1010 W. Jefferson, Suite 201
Boise, Idaho 83702

Attachment "A"

Back Office Services	Monthly	Annual																								
	Fee	Fee																								
Human resources																										
Maintain employee files throughout the year, including education credentials, fingerprinting, perform background checks through the SDE, benefits documentation, contracts, demographic data, work assignments, timesheets, tax elections, 1-9, direct deposit election, and contract	\$ 300	\$ 3,900																								
<table border="1" style="margin: auto; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;"># of EE's</th> <th style="text-align: center;">Annual Fee</th> <th style="text-align: center;">Subtotal</th> </tr> </thead> <tbody> <tr> <td>Per New Certificated Employee</td> <td style="text-align: center;">11</td> <td style="text-align: center;">\$ 200</td> <td style="text-align: center;">\$ 2,400</td> </tr> <tr> <td>Per Existing Certificated Employee</td> <td style="text-align: center;">14</td> <td style="text-align: center;">\$ 75</td> <td style="text-align: center;">\$ 1,050</td> </tr> <tr> <td>Per new classified employee</td> <td style="text-align: center;">9</td> <td style="text-align: center;">\$ 50</td> <td style="text-align: center;">\$ 450</td> </tr> <tr> <td>Per existing classified employee</td> <td style="text-align: center;">11</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> <tr> <td></td> <td style="text-align: center;">46</td> <td></td> <td style="text-align: center;">\$ 3,900</td> </tr> </tbody> </table>				# of EE's	Annual Fee	Subtotal	Per New Certificated Employee	11	\$ 200	\$ 2,400	Per Existing Certificated Employee	14	\$ 75	\$ 1,050	Per new classified employee	9	\$ 50	\$ 450	Per existing classified employee	11	-	-		46		\$ 3,900
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Initiate and manage benefit renewals through insurance broker, all data updates, and reconciling benefits invoices are considered part of accounting services fees below																										
Payroll																										
Monthly payroll processing, including:	\$ 300	\$ 10,800																								
Tax payment and quarterly/annual reporting including W-2, W-3, 1099, 1098, Idaho Income tax																										
Quarterly ID unemployment reporting																										
PERM reporting and payment																										
Sick-time tracking																										
Monthly payroll transactions report ready to post to school website (we can post if provided credentials)																										
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Revenues, Expenditures, Federal Title I, II, III, IV, and Federal IDEA																										
Revenue processing tasks consisting of:	\$ 1,200	\$ 14,400																								
Process cash and check transactions, prepare deposits (to be deposited by school staff)																										
Record transactions to correct G/L codes																										
Provide donation acknowledgements for monetary donations																										
Report sales tax for taxable sales																										
Review and reconcile electronic payments from state department of education																										
Prepare all adjusted journal entries when applicable																										
Federal programs - recognition of revenue and accompanying receivable when expenditure is recorded																										
Federal programs - complete monthly posting of funds draw-down using Idaho SDE's CSFGA web site																										
Expenditure processing tasks consisting of:																										
Electronic storage of all backup to expenditures																										
Place orders, issue purchase orders when required																										
Process checks semi-monthly																										
Track capital expenditures for auditor / SDE																										
Loans / Bonds - accurate posting of PBI, monitoring against amortization schedule																										
Loans / Bonds - Compute covenant compliance quarterly, include in board reports																										
Federal Funds - draw downs to be processed																										
Complete compliance review of each expenditure, feedback for questionable expenditures																										
Post expenditures to correct G/L																										
Electronically maintain all expenditure backup and approvals																										
High-dollar procurement:																										
For expenditures exceeding \$25,000, issue, receive, and catalog bids; provide for Business Manager/Administration review	Per project, hourly fee, \$50/hr rate																									
Accounting																										
Monthly Financial Statements	\$ 300	\$ 2,400																								
Standard 2M Reports ("Budget Report")																										
Detail report by G/L code																										
Initiate and manage benefit renewals through insurance broker, all data updates, and reconciling benefits invoices																										
Monthly AP transaction report posted to school website																										
Financial Audit Support - Prepare all CPA firm-requested items and follow-ups	\$ 4,000																									
Monthly bank reconciliations	\$ 150	\$ 1,800																								
Assist with annual budget preparation		\$ 1,700																								
Compliance Reporting																										
Prepare all requested financial reports (see table, next tab / attachment A) and submit to Finance Manager for review and submission, or submit directly with Finance Manager approval	\$ 300	\$ 4,000																								
Discount																										
		\$ (6,000)																								
Grand total - Annual Cost, based on 12-month contract:		\$ 88,000																								

Attachment "B"

1010 West Jefferson, Suite 201
Boise, ID 83702

ATTACHMENT "B"

Compliance Reporting Schedule:

Due Date	Dept	Item
15-Jul	SDE	School District Budgets*
30-Jul	SDE	School Building Demographics Building Additions, Reconfigurations, Deletions*
30-Jul	PCSC	Dashboard (update of school contact info & copy of Support Unit Computation spreadsheet)*
30-Jul	Lender	Quarterly Financial Statements
30-Jul	PCSC	SDE Budget Worksheets*
17-Oct	SDE	District and Charter School Salary Schedules
17-Oct	SDE	ISEE Staff Data Reporting*
17-Oct	SDE	Application and Budgets for IDEA Part B and Preschool Special Education Funds*
17-Oct	PCSC	Independent Audit Report*
28-Oct	SDE	Annual Statement of Financial Condition*
31-Oct	SDE	IFARMS Annual Financial Report*
31-Oct	SDE	Leadership Premiums*
31-Oct	Lender	Quarterly Financial Statements
10-Nov	SDE	Independent Audit Report
10-Nov	Lender	Independent Audit Report
18-Nov	SDE	ISEE Staff Data Reporting*
9-Dec	SDE	ISEE Staff Data Corrections*
19-Dec	SDE	School Facility Maintenance Report*
15-Jan	SDE	Title I-A, Application for Reallocated Funds*
31-Jan	PCSC	2nd Quarter Reporting (Balance Sheet & Budget/Income Statement), Revised Budget if Applicable
31-Jan	Lender	Quarterly Financial Statements
28-Feb	SDE	Indirect Cost Worksheet*
18-Mar	SDE	Certification of Low-Income Student Count for Charter LEAs*
30-Apr	SDE	Notify County Clerks of Budget Hearing
30-Apr	Lender	Quarterly Financial Statements
30-Jun	SDE	Updated Square Footage Numbers for following year*
23-Jun	SDE	Continuous Improvement Plans and Training Reimbursement Request*
26-Jun	SDE	Court-Ordered Tuition Equivalency Report*
30-Jun	SDE	Consolidated Federal and State Grant Application*

*SDE – Idaho State Department of Education
PCSC – Idaho Public Charter School Commission
Lender - any lending institution requiring reports*

** Based on required formats*