

**Project Title:** 

**Back-Office In-Kind Grant Support** 

Grantee:

Alturas Preparatory Academy

2280 E. 17<sup>th</sup> Street Idaho Falls, ID 83404

Contact Person(s):

Michelle Ball

michelle.ball@alturasacademy.org

**Grant Period:** 

7/1/2021-6/30/2022

Total Award:

\$41,400 in-kind

## **Specifications of the Grant Award:**

1. **Project Description:** To support its "20 in 10" grantee schools, Bluum is committed to providing high-quality back-office support for eligible grantee schools who want the service.

- **2. Project Objectives.** Make quality back-office financial support, free of charge, available to Bluum grantee schools.
  - Ensure timely and accurate reporting of all financial activity as required by federal and state agencies.
  - Ensure timely and accurate reporting of all financial activity as required by nonprofit grantmaking organizations.
  - Empower school leadership and board members in their financial and operational decision-making.
- 3. Services Provided and Estimated Value. See Appendix A (the "Services").
- 4. Participation Requirements: Bluum will provide oversight and evaluation for this grant. To enable Bluum to provide the Services, the grantee school(s) shall: (a) provide financial information to Bluum as requested; (b) participate in associated Bluum training and research; and (c) provide Bluum access to its records, data, and other information needed by Bluum to perform the Services. Bluum will maintain all grantee 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.
- 5. Retention of Key Personnel. Bluum recognizes that the participation of Michelle Ball is critical to the success of the Alturas Preparatory Academy. If the key personnel noted above ceases to be directly involved in this project, Alturas Preparatory Academy must

immediately notify Bluum CFO Marc Carignan. Upon such notification, Bluum will hold the in-kind grant support, subject to notification of replacement of the personnel. At such time Bluum will make a written determination as to the feasibility of continuing the grant agreement.

- **6. Fiscal Accountability.** This in-kind support has been awarded by Bluum based on the estimated service cost of \$41,400 listed above. All grant support must be utilized for charitable or educational purposes.
  - **6.1 Expenditure Prohibitions.** Grantee shall not use any of the support received from Bluum:
    - a. To carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Internal Revenue Code ("IRC") Section 4945(d)(1);
    - b. To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of IRC Section 4945(d)(2);
    - c. To make any grant to an individual or other organization that does not comply with the requirements of IRC Section 4945(d)(3) or (4); or
    - d. To undertake any activity for a non-charitable purpose, as defined in IRC Section 170(c)(2)(B);
    - e. To provide material support or resources to any individual or entity that Grantee knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity;
    - f. To pay administrative indirect costs that are not directly related to the Fellowship as defined in this Agreement.
- 7. Further Assurances. Grantee shall take all such actions reasonably requested by Bluum, and shall comply with the provisions of any future regulations promulgated under IRC Sections 4942 to 4945 that are applicable to the grant, to ensure that the grant (a) will constitute a "qualifying distribution" by Bluum within the meaning of IRC Section 4942(g), (b) will not constitute a "taxable expenditure" by the Foundation within the meaning of IRC Section 4945, and (c) will not violate the USA PATRIOT Act, Executive Order 13224, or any other applicable law, regulation, or order.
- 8. Indemnification. Grantee acknowledges that Bluum is providing the Services for no compensation for the sole benefit of Grantee, and that Bluum has no control over the operations, acts or omissions of Grantee. As such, Grantee shall indemnify, defend and hold Bluum, its directors, affiliates, subsidiaries, employees and representatives harmless from and against any claims, liabilities, losses, damages, fines, penalties, and expenses (including but not limited to reasonable legal fees and costs) (collectively, "Losses") incurred by Bluum arising out of this grant, the Services, Grantee's operations, or any violation by Grantee of the grant requirements outlined herein, except to the extent such Losses are caused solely by the willful misconduct of Bluum Bluum agrees to indemnify, defend and hold the grantee school, its affiliates, subsidiaries, assignees, and licensees harmless from and against any Losses resulting from any injury to person or property caused by willful misconduct on the part of Bluum at the Grantee's school premises.

Except for the foregoing indemnification obligation, Grantee hereby releases Bluum from any and all claims and Losses arising out of this grant and the Services.

9. Insurance. Bluum and Grantee shall each procure and maintain appropriate industry-standard insurance, including insurance to cover the indemnification obligations set forth herein, including at a minimum the insurance set forth below. Bluum and Grantee shall cause the other to be listed as an additional insured on any applicable liability insurance policy. All such policies of insurance shall include coverage for contractual liability and a standard waiver of subrogation provision.

Workers Compensation	Statutory
Employer's Liability	
<ul> <li>Each Accident</li> </ul>	\$100,000
<ul> <li>Disease, policy limit</li> </ul>	\$500,000
<ul> <li>Disease, each employee</li> </ul>	\$100,000
General Liability	
• Each occurrence (Bodily injury & property damage	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability (Combined single limit – Bodily	
injury & property damage)	
Each Accident	\$1,000,000
Professional Liability Insurance	\$1,000,000
Each claim made	\$1,000,000
<ul> <li>Annual aggregate</li> </ul>	\$1,000,000
Errors & Omissions	\$1,000,000

- **10. Reporting Requirements.** Alturas Preparatory Academy shall submit the following reports to Bluum:
  - OPINE (CPA Audit) Report due within 30 days of receipt/issuance. Alturas Preparatory Academy shall submit a copy of the opine on its financial operations from their annual fiscal audit to Bluum. This should be sent to Bluum following the Grantee's annual financial audit. The report should be attested by the responsible financial officer or a Certified Public Accountant.
- 11. **Termination of Grant.** Bluum reserves the right to rescind any granted Services at any time. Except in the circumstance where Bluum loses its funding for the Services, Bluum will endeavor to provide Grantee with sixty (60) days' notice prior to termination.
- **12. Definitions.** All references to "IRC" are to the Internal Revenue Code of 1986, as amended, and shall be deemed to include the corresponding provisions of any future federal tax laws and regulations that are applicable to the grant. References to the USA PATRIOT Act are to Public Law No. 107-56.

The signatures of Alturas Preparatory Academy indicate acceptance by Grantee of the terms and conditions of this grant and confirm Grantee's commitment to the project objectives and

expected results outlined above. The signatures of Alturas Preparatory Academy also confirms that Grantee is (a) a tax-exempt organization under IRC Section 501(c)(3) that is not a private foundation by virtue of being described in IRC Section 509(a)(1) or (2) or (b) a governmental unit described in IRC Section 170(c)(1).

Name	Signature	Date
Terry Ryan, CEO Bluum	MA	3-10-2021
Marc Carignan, CFO Bluum	M. Cham	3/20/101)
Michelle Ball, Executive Director,	8	///
Alturas Prep Academy		

## **Appendix A: Services Granted and Estimated Value**

Back Office Services Monthly Fee Annual Fee Maintain employee files throughout the year, including education credentials, fingerprinting, perform background checks through the SDE, benefits documentation, contracts, demographic \$ 3.900 data, work assignments, timesheets, tax elections, I-9, direct deposit election, and contract. # of EE's Per New Certificated Employee 17 200 \$ 3,400 Per Existing Certificated Employee 75 S Per new classified employee 10 Ś 50 500 Per existing classified employee \$ Initiate and manage benefit renewals through insurance broker, all data updates, and reconciling benefits invoices are considered part of accounting services fees below Monthly payroll processing, including: 900 \$ 10,800 Tax payment and quarterly/annual reporting including W-2, W-3, 1099, 1096, Idaho income tax Quarterly ID unemployment reporting # of EE's PERSI reporting and payment 0 - 25 750 Sick-time tracking 25 - 50 900 \$ 900 Monthly payroll transactions report ready tp post to school website (we can post if provided credentials) 50 - 100 1,250 100 4 Revenues, Expenditures, Federal Title I, II, II, 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 # of EE's Monthly Fee Provide donation acknowledgements for monetary donations 800 Report sales tax for taxable sales 25 - 50 1,200 \$ 1,200 Review and reconcile electronic payments from state department of education 50 - 100 2,000 Prepare all adjusted journal entries when applicable 100+ 3,000 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 P&I, 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 Per project, hourly fee, \$50/hr rate Monthly Financial Statements 200 \$ 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 A/P 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 Prepare all requested financial reports (see table, next tab / attachment A) and submit to Finance Manager for review Ś 200 S 2,400 and submission, or submit directly with Finance Manager approval Grand total - Annual Cost, based on 12-month contract: \$ 41,400