



**IDAHO NEW SCHOOL FELLOWSHIP AGREEMENT**  
For Keelie Campbell between Bluum and Kimberly School District

This Agreement is made and entered into between Bluum, Inc. (“Bluum”) and Kimberly School District the 27th day of January 2020.

In consideration of the mutual promises herein contained, Kimberly School District and Bluum agree as follows:

**1. SCOPE OF SERVICES**

During the 18-month term of this Agreement, Bluum will reimburse Kimberly School District for up to \$125,000 of salary, benefit, travel and other fellowship expenses for Idaho New School Fellow Keelie Campbell. Kimberly School District is responsible for hiring, setting compensation, and developing the employee under this contract.

The Idaho New School Fellowship provided Kimberly School District is a highly selective 18-month paid experience to train and prepare New School Fellow Keelie Campbell with the necessary skills and knowledge to plan, develop, and launch a high-performing charter school in Kimberly, Idaho.

Through Bluum, the Idaho School Leaders Fellowship provides:

- Full-time salary, benefits, other financial support to participate fully in weekly reflection, professional learning, and full participation in a number of Kimberly School District projects to prepare for the opening of a new charter school;
- Learning the mission, values, culture, routines, practices and instructional model of a high-performing Expeditionary Learning school;
- Learning the processes and systems necessary to build and launch a successful public charter school in Idaho;
- Access to Idaho and national experts on leadership and charter school development;
- Travel and support for school visits; and
- The opportunity to make a difference for an increasingly diverse group of students in one of America's fastest growing states

**2. TERM**

The Agreement shall commence on February 1, 2020 and shall end on June 30, 2021. Bluum will perform services with due and reasonable diligence consistent with sound professional practices.

### 3. OPEN SOURCE WORK PRODUCT

All materials produced under the terms of this agreement shall become the property of Bluum. All work products resulting from this agreement will be made available as open source content in part or in full. All work products will not be restricted by any party from distributing, redistributing or giving away all or part of the work product or content thereof. No licensing, royalty or other fees for use will be allowed.

### 4. COSTS

Bluum will reimburse Kimberly School District for the costs listed below, upon submission of an invoice from Kimberly School District to Bluum, with supporting evidence. For payroll costs, copies of check stubs are adequate. For other expenses, Keelie Campbell will provide an expense report (using Bluum’s template) with supporting documentation attached. Electronic submission is acceptable.

Salary:	\$ 71,813.88
Benefits, Medical:	\$ 18,348.94
Professional Development/Travel/Supplies	\$ 24,837.18
Travel, Training, Consultants, Supplies, Technology	<u>\$ 10,000</u>
<b>Total:</b>	<b>\$125,000</b>

**Kimberly School District is contributing \$90,000** to this project to support the costs of district superintendent and other officials involved in supporting the fellow Keelie Campbell and in developing the internal capacities to authorize the charter school.

**Expenditure Prohibitions:** Grantee shall not use any of the funds received from the Foundation:

- (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);
- (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; or
- (f) To pay administrative indirect costs that are not directly related to HPM Fellow – Marita Diffenbaugh as defined in this Agreement.

### 5. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, the parties shall first meet and confer in an attempt to resolve their disagreement informally. If they are unable to resolve the dispute within thirty (30) days after the dispute is raised in writing, any claim arising out of or related to this Agreement shall be settled through non-binding mediation or other mutually agreed alternative dispute resolution technique. Bluum and Kimberly School District agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall a party be liable to the other for any punitive, incidental, consequential, or other special damages in connection with any claim arising out of or related to this Agreement, and fees and expenses for mediation shall be split equally between the parties regardless of the forum. To the extent that any dispute requires judicial intervention, the parties agree to submit such dispute to a court of competent jurisdiction within Ada County, Idaho, and the parties consent to the jurisdiction of such court and waive any objection based on a lack of personal jurisdiction or venue. This Agreement shall be governed by the laws of the State of Idaho.

**6. INDEMNIFICATION**

Kimberly School District agrees to defend, indemnify, and hold harmless Bluum, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Kimberly School District, its employees or agents, relating to or in connection with this Agreement, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of Bluum, its officers, trustees, employees or agents.

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

Kimberly School District

\_\_\_\_\_  
Luke Schroeder, Superintendent

Address: 141 Center St W  
Kimberly, ID 83341

Bluum, Inc.

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Terry Ryan, CEO

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

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Marc Carignan, CFO