



Brookhaven Innovation Academy Board of Directors
AGENDA
Meeting:
April 13, 2017 at 3159 Campus Drive, Norcross, GA
7:00pm

1. Call to Order and Opening Remarks
2. Approval of Agenda
3. Minutes Review and Approval
 - a. March 16, 2017 Regular Meeting
4. Head of School Report: Laurie Kimbrel
5. Committee Reports:
 - a. Academic Committee: Kelly Mandy
 - b. Finance Committee: Zennie Lynch
 - c. Fundraising Committee: Kevin Miller & Taryn Bowman
6. New Business
 - a. 2017-2018 Employee Handbook – Action
 - b. Grievance Policy - Action
 - c. 2017-2018 Instructional Materials - Action
 - i. Odysseyware
 - ii. Go Math
 - d. Champions After School Program Contract - Action
 - e. Multi Year Projection – Discussion
 - f. 2017-2018 Clubs & Stipends – Information/Discussion
7. Public Participation
8. Executive Session

a. Personnel

9. Personnel - Action

10. Adjourn



Brookhaven Innovation Academy Board of Directors
Meeting Minutes
March 16, 2017

Board members present: Jennifer Langley, Zennie Lynch (arrived 7:20), Ed Lindsey, Kelly Mandy, Danielle Trost, Andrew Hamilton via phone for Facilities Committee report

1. Call to Order and Opening Remarks - call to order at 7:06 pm moved to reports until a quorum was reached.

2. Approval of Agenda
Motion to approve the agenda as presented - Ed Lindsey, Second - Zennie Lynch

Ayes: 5

Noes: 0

Motion approved

3. Minutes Review and Approval - February 17, 2017 Regular Meeting
Motion to approve the minutes as presented - Zennie Lynch, Second - Kelly Mandy.

Ayes: 5

Noes: 0

Motion approved

4. Head of School Report: Laurie Kimbrel

Written report in the agenda packet. Items added verbally:

- Tours have been set for accepted families on April 12
- Tracy Islam and Laurie Kimbrel attended charter school annual meeting and workshops earlier this week.
- Laurie Kimbrel was at the capitol this week to lobby for HB 430.

5. Committee Reports:

- a. Finance Committee: Zennie Lynch

- 2016-2017 Actual YTD v Budget was reviewed. Report presented was through

1/31/17.

- 2016-2017 Actuals by month was reviewed, which is a report that gives detail to the Actual YTD report.
 - Statement of Assets, Liabilities and Fund Balance report was reviewed.
 - Cash flow report was reviewed and discussed. We are paying bills in about 30 days. Ed Lindsey expressed concern that payment is made consistently to all vendors.
- b. Facilities Committee: Andrew Hamilton via phone
Written report is in the agenda packet. Items added verbally:
- Furniture order in progress for next year.
 - Additional computers needed for next year.
 - Still investigating issues with the network in the morning.

6. New Business

- a. Response to State Charter School Commission of GA compliance visit findings – discussion

- b. Lottery/admissions update – discussion

- c. Budget Calendar – discussion

- d. 2017-2018 staffing plan – action

Motion to approve the staffing plan as presented – Zennie Lynch, Second – Kelly Mandy.

Ayes: 5

Noes: 0

Motion passed

- e. 2017-2018 hiring process – discussion

- f. Financial Policies and Procedures – action

Motion to approve the financial policies and procedures - Ed Lindsey, second - Zennie Lynch.

Ayes: 5

Noes: 0

Motion passed

7. Public Participation

Nancy Jacobson – Has a child who received a spot in the lottery for 17-18. Also interested in a potential board seat. She is a CPA and has financial expertise. She came to board meeting to find out more about the work of the board.

Bambo Sonaike – Stated that he is an auditor on the SCSC approved list.

8. Executive Session – Motion to move to executive session for the purpose of personnel and real estate negotiation at 8:20pm - Ed Lindsey, second – Zennie Lynch.

Ayes: 5

Noes: 0

Motion Passed

Motion to reconvene in open session at 9:00 pm – Ed Lindsey, second – Kelly Mandy.

9. Personnel – Motion to approve the personnel agenda as presented – Kelly Mandy,
Second – Ed Lindsey.

Ayes: 5

Noes: 0

Motion Passed.

10. Motion to adjourn at 9:01 pm – Zennie Lynch, Second Ed Lindsey

Ayes: 5

Noes: 0

Motion Passed

DRAFT

HOS Report – April 13, 2017

Instructional Program

- Staff recommendations to replace Compass with Odysseyware and to adopt Go Math materials from Houghton Mifflin Harcourt have been reviewed by Academic Committee and are on board agenda for approval.
- Odysseyware will require an amendment to our charter contract with SCSC. Preliminary discussions have occurred and the change requires evidence of board approval.
- Quotes for renewal of existing instructional materials have been obtained and will require payment this summer.
- Final projects of the year are in process and project exhibition night will be held on May 18th.
- Milestones testing (required by GaDOE) for grades 3-6 has begun and will continue until April 28. Tracy Islam has taken the lead. Technology systems have been tested and students have taken practices tests.
- MAP testing will take place May 16-18. This assessment is very important to us and will show growth over the course of the school year.
- Leadership Team has a shared reading that is being discussed weekly. The book is "Simplifying Response to Intervention" by Mattos and Buffum.
- Grade level teams are currently developing a "guaranteed and viable" curriculum for English Language Arts in which they identify what all students should know and be able to do at each level. The curriculum will be completed by the end of the school year.

17-18 Planning

- Cash flow continues to be an issue as we plan for 17-18 and need to renew our contracts for software and web based instructional materials.
- Contracts have been issued to teachers who are returning for 17-18 and will be approved tonight in the personnel agenda item.
- Personnel selection process for new staff is underway. There are only a few candidates for math and science positions in the middle school.
- As we move closer to an understanding of furniture needs and costs as well as facility modifications, a facilities committee meeting will be necessary.
- Planning underway for 17-18 teacher professional development program that will include 2 days with a National Faculty Member from the Buck Institute of Education, as well as training for Rosetta Stone, Tynker, Haiku, and Odysseyware.
- Tours for 17-18 new families were held this week.
- Parent night to preview changes for 17-18 will be held on Monday, May 8th at 6:30 pm.

Middle School Planning

- Parent and student focus groups have been conducted and the following themes emerged:
 - Desire for student choice with in the school day
 - Desire for clubs and sports

- Need for environment where students have a supportive relationship with at least one trusted adult
- Need for increasing rigor and homework expectations
- Need for leadership opportunities
- Desire for separate space for MS
- Need to teach students to become self-motivated
- In response, we are considering:
 - Options to build in "electives" either during the regular day or a January term
 - Clubs and sports – draft list is on the agenda tonight
 - Continued work with parent council for more opportunities like the recent 6th grade dance
 - Homeroom with an advisory curriculum
 - Middle school homework procedures
 - Mentoring program for select Middle School students with younger grades
 - Plans to move middle school to back of current upper grade corridor with a student lounge area outside the gym

Academic Committee Report

Curriculum Changes

- Compass has proved to be inadequate at meeting the needs of BIA
- Dr. Kimbrel, Mrs. Islam, the BIA curriculum committee, lead teachers and the academic committee have reviewed new material and have found Odysseyware and Go Math to be excellent replacements for Compass
- For complete details on both programs, please refer to the March minutes of the academic committee
- The cost for Odysseyware is 29,000/year (Compass was 36,000) and is all inclusive – even including professional development
- Go Math is \$23,800 and has been budgeted for the upcoming year

Guaranteed and Viable Curriculum

- Having GVC's ensures consistency among what teachers are teaching as well as ensuring vertical alignment between grades. It also helps to prevent gaps and disparity among students
- A GVC is currently being developed in language arts
- Science and social studies GVCs are planned for 2018
- Math is also coming but is a bit more of an involved process

Professional Development

- The BIA community is in good shape for professional development next year
- We need to be mindful in considering funding in the future for teachers to get PD in their specific content areas especially as the middle school grows

High School Expansion

- At this point, we have no data to demonstrate success in education
- We are just starting to think about and define what BIA middle school is
- We need middle school data before we can even begin to consider expansion to a high school
- BIA is handling a lot and handling it well but there is a hefty risk in expanding before we are ready
- The money that BIA will receive from the state is less for a high school student even though it costs more to educate one
- Our current fundraising is not at a rate that would be enough to supplement what we are not getting from the state.
- It is the recommendation of the academic committee that no move towards expanding BIA into a high school should be made at this time or anytime in the near future. The focus right now needs to remain on making the BIA K-8 experience superb and an example of what education should be.

Action item: It is the recommendation of the Academic Committee that the board vote to accept Odysseyware and Go Math in place of Compass as part of the BIA curriculum for the 2017-2018 school year.

Brookhaven Innovation Academy 2016-2017 Actual by Month

	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Month Ended	Through
	July Actual	August Actual	September Actual	October Actual	November Actual	December Actual	January Actual	February Actual	02/28/2017 Actual	07/01/2016 Actual
Revenues										
Revenue - Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,439.00
Other Federal Grants Through GADOE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,439.00
Total Revenue - Federal Sources	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,878.00
Revenue - Local Sources	239,738.00	239,635.00	239,635.00	240,574.00	240,569.00	240,569.00	240,569.00	240,569.00	240,569.00	1,921,858.00
Charter Commission Revenue	5,100.00	50,725.01	17,250.00	27,009.82	11,625.00	16,833.67	17,241.17	0.00	7,821.13	153,605.80
Donations	0.00	0.00	0.00	8,174.77	1,586.00	1,055.00	0.00	0.00	637.92	11,453.69
Fundraising (School-Based) & Field	0.00	0.00	2,080.00	13,545.00	6,262.80	4,200.00	685.00	4,599.77	0.00	44,322.57
Trips	0.00	12,950.00	0.00	0.00	486.16	200.00	7,173.51	0.00	7,859.67	7,859.67
Other School Care Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenue - Local Sources	244,838.00	303,310.01	258,965.00	289,303.59	260,528.96	262,857.67	265,668.68	263,627.82	2,139,099.73	2,145,538.73
Total Revenues	244,838.00	303,310.01	258,965.00	289,303.59	260,528.96	262,857.67	265,668.68	263,627.82	2,145,538.73	12,878.00
Expenses										
Personal Services - Salaries	42,619.07	82,670.90	78,645.91	81,125.07	80,159.15	77,422.42	80,568.05	77,250.06	600,460.63	18,195.00
Teachers	0.00	900.00	2,800.00	3,700.00	2,100.00	5,095.00	2,200.00	1,400.00	9,971.00	46,015.58
Substitute - Non Certified	0.00	5,708.34	5,708.34	5,708.34	5,708.34	4,628.79	8,582.43	9,971.00	56,666.71	56,666.71
Art, Music, PE Teachers	7,083.33	7,083.34	7,083.34	7,083.34	7,083.34	7,083.34	5,333.33	5,333.33	8,878.47	42,666.64
Principal	5,333.33	5,333.33	5,333.33	5,333.33	7,000.00	5,333.33	5,758.33	5,758.33	55,394.47	55,394.47
Assistant Principal	0.00	7,314.97	9,353.52	10,089.32	1,755.00	1,125.00	0.00	1,602.00	14,477.05	14,477.05
Aides And Paraprofessionals	1,150.79	5,883.26	1,125.00	0.00	0.00	0.00	0.00	5,000.00	31,984.25	5,000.00
Secretarial Staff	0.00	4,544.50	4,575.50	4,513.49	4,017.41	3,583.34	3,583.34	3,583.34	43,908.58	43,908.58
Accountant	3,583.33	0.00	6,136.08	16,310.00	0.00	9,347.50	0.00	11,583.75	12,951.84	12,951.84
Technology Specialist	531.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Physical/Occupational/Mobility Therapist	0.00	1,794.63	2,663.25	1,479.51	1,781.50	1,431.75	1,855.50	1,945.70	927,120.75	12,951.84
Other Administrative Personnel	60,301.10	121,233.27	123,424.27	135,342.40	114,938.07	122,050.47	116,800.32	133,630.85	101,834.39	101,834.39
Total Personal Services - Salaries	60,301.10	121,233.27	123,424.27	135,342.40	114,938.07	122,050.47	116,800.32	133,630.85	927,120.75	101,834.39
Personal Services - Benefits	0.00	12,810.30	12,858.58	12,858.58	12,858.58	28,315.02	11,236.29	10,897.04	2,025.46	35,316.02
State Health Insurance	4,572.24	9,274.28	8,814.25	2,076.66	1,970.88	4,569.11	14,474.45	16,741.78	112,109.56	112,109.56
FICA/Medicare	0.00	0.00	34,106.68	16,155.71	15,617.80	15,013.14	3,111.21	3,091.08	15,235.24	15,235.24
Teachers Retirement System	1,613.83	3,115.88	2,689.17	1,079.33	385.45	149.29	3,111.21	3,091.08	32,755.36	264,495.21
Unemployment Compensation	6,186.07	25,200.46	58,468.68	32,170.28	30,832.71	48,046.56	30,835.09	32,755.36	264,495.21	264,495.21
Total Personal Services - Benefits	6,186.07	25,200.46	58,468.68	32,170.28	30,832.71	48,046.56	30,835.09	32,755.36	264,495.21	264,495.21
Purchased Professional and Tech Svcs	29,375.00	1,484.45	50,578.49	23,272.93	17,086.55	20,410.55	10,319.63	10,759.18	19,258.47	163,286.78
Contracted Service -Administration	0.00	11,943.69	850.00	850.00	1,850.00	2,914.78	0.00	850.00	48.25	1,565.85
Contracted Service -Technology/ Specialist	0.00	0.00	0.00	1,083.35	144.75	241.25	48.25	48.25	3,194.00	12,931.50
Backgrounds & Fingerprints	0.00	0.00	1,987.50	0.00	3,660.00	2,125.00	1,965.00	3,194.00	27,515.00	27,515.00
Professional Legal Services	13,800.00	0.00	0.00	6,000.00	0.00	400.00	6,000.00	1,315.00	224,557.60	224,557.60
Per Diem and Fees - Prof. Dev.	43,175.00	13,428.14	53,415.99	31,206.28	22,741.30	26,091.58	18,332.88	16,166.43	79,427.15	19,740.80
Total Purchased Professional & Tech Svcs	43,175.00	13,428.14	53,415.99	31,206.28	22,741.30	26,091.58	18,332.88	16,166.43	224,557.60	19,740.80
Purchased Property Svcs	3,750.00	14,524.00	7,283.15	10,774.00	10,774.00	10,774.00	10,774.00	10,774.00	569.16	19,772.96
Facility TICAM and Cleaning Services	0.00	4,300.00	1,717.22	3,960.65	4,248.08	3,912.23	1,033.46	446.00	232,000.00	232,000.00
Repair & Maint. - General and Facility	0.00	0.00	0.00	1,328.96	0.00	0.00	0.00	0.00	151.20	151.20
Repair & Maint. - Technology	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	29,000.00	0.00	0.00
Building and Land Rental	0.00	151.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Equipment and Vehicle Rental	32,750.00	47,975.20	38,000.37	45,061.61	44,022.08	43,636.23	40,807.46	40,783.16	333,092.11	333,092.11
Total Purchased Property Svcs	32,750.00	47,975.20	38,000.37	45,061.61	44,022.08	43,636.23	40,807.46	40,783.16	333,092.11	2,088.80
Other Purchased Services	0.00	0.00	0.00	1,113.56	0.00	729.28	0.00	245.96	0.00	0.00
Student Transportation	0.00	0.00	0.00	1,113.56	0.00	729.28	0.00	245.96	0.00	0.00

Internally Prepared
UNAUDITED
For Management Use

Brookhaven Innovation Academy
2016-2017 Actual by Month

	Month Ended July Actual	Month Ended August Actual	Month Ended September Actual	Month Ended October Actual	Month Ended November Actual	Month Ended December Actual	Month Ended January Actual	Month Ended February Actual	07/01/2016 Through 02/28/2017 Actual
Insurance	1,364.00	1,755.00	4,404.00	2,037.00	2,077.00	2,037.00	4,074.00	0.00	17,748.00
Communication	0.00	157.52	5,194.76	1,538.56	3,161.44	1,716.16	2,138.25	1,161.62	15,068.31
Food Service Management	0.00	0.00	2,475.60	4,630.50	2,241.00	2,659.50	2,457.00	3,676.50	18,140.10
Travel - Employees	75.00	304.17	660.43	0.00	0.00	535.00	59.36	1,416.98	3,050.94
Other Purchased Services	5,663.13	19,050.06	1,049.73	181.73	2,750.00	8,570.69	3,460.00	8,055.81	48,791.15
Total Other Purchased Services	7,102.13	21,276.75	13,784.52	9,501.35	10,229.44	16,247.63	12,138.61	14,556.87	104,387.30
Supplies	387.87	30,013.06	4,114.23	16,719.25	3,887.65	7,819.60	5,781.12	1,947.56	70,670.34
Supplies - General	12,439.36	1,825.00	7,740.41	10,250.49	6,099.15	277.50	6,780.61	1,968.68	47,381.20
Supplies - Instructional and Tech	10,680.00	0.00	3,187.00	250.00	0.00	0.00	850.00	5,440.00	20,407.00
Computer Software	5,219.27	5,015.67	5,586.97	3,338.25	2,613.51	3,663.39	4,068.90	2,953.56	32,459.52
Energy	0.00	0.00	0.00	0.00	0.00	47.98	0.00	0.00	47.98
Purchased Food	0.00	346.50	0.00	4,785.49	0.00	(4,785.49)	0.00	0.00	346.50
Books (Other Than Textbooks)	28,726.50	37,200.23	20,628.61	35,343.48	12,600.31	7,022.98	17,480.63	12,309.80	171,312.54
Total Supplies	28,726.50	37,200.23	20,628.61	35,343.48	12,600.31	7,022.98	17,480.63	12,309.80	171,312.54
Other Operating Expenses	2,500.00	0.00	335.00	0.00	386.08	1,048.75	1,707.15	25.71	6,002.69
Dues & Fees	678.28	942.42	0.00	9,986.62	7,766.56	3,216.09	4,292.33	2,611.09	23,493.39
Interest	0.00	0.00	0.00	25,789.12	11,212.66	11,212.66	11,212.66	22,425.32	81,852.42
FFE Lease Costs	3,178.28	942.42	335.00	35,775.74	19,365.30	15,477.50	17,212.14	25,062.12	117,348.50
Total Other Operating Expenses	181,419.08	267,256.47	308,057.44	324,401.14	254,729.21	278,622.95	253,657.13	275,270.59	2,143,414.01
Total Expenses	63,418.92	36,053.54	(49,092.44)	(35,097.55)	5,799.75	(15,765.28)	12,011.55	(15,203.77)	2,124.72
Total Operating Net Income/(Loss)									
Financing Sources and Uses									
Capital Lease Proceeds	(114,935.06)	(14,564.72)	479,895.41	0.00	0.00	0.00	0.00	0.00	350,395.63
Other Loan Proceeds	243,206.00	0.00	0.00	0.00	0.00	(486,810.01)	298,376.90	225,431.76	1,022,167.12
Principal Payments	0.00	0.00	0.00	0.00	0.00	(486,810.01)	(256,192.86)	(232,668.96)	(975,671.83)
Total Financing Sources and Uses	128,270.94	(14,564.72)	479,895.41	0.00	0.00	(231,657.55)	42,184.04	(7,237.20)	396,890.92
Capital Items									
Purchase of Equipment	0.00	20,004.91	351,297.28	1,542.28	0.00	869.67	0.00	0.00	373,714.14
Total Capital Items	0.00	20,004.91	351,297.28	1,542.28	0.00	869.67	0.00	0.00	373,714.14
Net Income with Financing and Cap. Items	191,689.86	1,433.91	79,505.69	(36,639.83)	5,799.75	(248,292.50)	54,195.59	(22,440.97)	25,301.50

Internally Prepared
UNAUDITED
For Management Use

Brookhaven Innovation Academy
2016-2017 Actual YTD v Budget (Full Yr)

	07/01/2016 Through 02/28/2017	Year Ending 06/30/2017	% of Budget - 50.00%
	Actual	Budgeted	
Revenues			
Revenue - Federal Sources			
Other Federal Grants Through GADOE	\$ 6,439.00	\$ 0.00	0.00 %
Total Revenue - Federal Sources	\$ 6,439.00	\$ 0.00	0.00 %
Revenue - Local Sources			
Charter Commission Revenue	\$ 1,921,858.00	\$ 2,751,750.00	69.84 %
Donations	153,605.80	81,000.00	189.64 %
Fundraising (School-Based) & Field Trips	11,453.69	0.00	0.00 %
Student Nutrition Sales - Students	0.00	9,000.00	0.00 %
Student Nutrition Sales - Teachers and Staff	0.00	1,000.00	0.00 %
After School Care Revenues	44,322.57	156,000.00	28.41 %
Other Revenues	7,859.67	0.00	0.00 %
Total Revenue - Local Sources	\$ 2,139,099.73	\$ 2,998,750.00	71.33 %
Total Revenues	\$ 2,145,538.73	\$ 2,998,750.00	71.55 %
Expenses			
Personal Services - Salaries			
Teachers	\$ 600,460.63	\$ 977,500.00	61.43 %
Substitute - Non Certified	18,195.00	28,790.00	63.20 %
Art, Music, PE Teachers	46,015.58	68,500.00	67.18 %
Principal	56,666.71	85,000.00	66.67 %
Assistant Principal	42,666.64	64,000.00	66.67 %
Aides And Paraprofessionals	55,394.47	112,000.00	49.46 %
Secretarial Staff	14,477.05	0.00	0.00 %
Clerical Staff	0.00	13,500.00	0.00 %
Accountant	5,000.00	0.00	0.00 %
Technology Specialist	31,984.25	43,000.00	74.38 %
Physical/Occupational/Mobility Therapist	43,908.58	0.00	0.00 %
Other Administrative Personnel	12,951.84	17,220.00	75.21 %
Total Personal Services - Salaries	\$ 927,720.75	\$ 1,409,510.00	65.82 %
Personal Services - Benefits			
State Health Insurance	\$ 101,834.39	\$ 156,802.52	64.94 %
FICA/Medicare	35,316.02	107,827.52	32.75 %
Teachers Retirement System	112,109.56	199,343.79	56.24 %
Unemployment Compensation	15,235.24	10,003.79	152.29 %
Total Personal Services - Benefits	\$ 264,495.21	\$ 473,977.62	55.80 %
Purchased Professional and Tech Svcs			
Contracted Service -Administration	\$ 163,286.78	\$ 260,698.98	62.63 %
Contracted Service - Teachers	0.00	30,800.00	0.00 %
Contracted Service -Counselors	0.00	6,600.00	0.00 %
Contracted Service -Technology Specialist	19,258.47	0.00	0.00 %
Backgrounds & Fingerprints	1,565.85	0.00	0.00 %
Professional Legal Services	12,931.50	6,500.00	198.95 %
Per Diem and Fees - Prof. Dev.	27,515.00	24,000.00	114.65 %
Total Purchased Professional & Tech	\$ 224,557.60	\$ 328,598.98	68.34 %
Purchased Property Svcs			

Brookhaven Innovation Academy
2016-2017 Actual YTD v Budget (Full Yr)

	07/01/2016 Through 02/28/2017	Year Ending 06/30/2017	% of Budget - 50.00%
	Actual	Budgeted	
Facility TICAM and Cleaning Services	\$ 79,427.15	\$ 88,268.04	89.98 %
Repair & Maint. - General and Facility	19,740.80	8,004.00	246.64 %
Repair & Maint. - Technology	1,772.96	500.00	354.59 %
Building and Land Rental	232,000.00	348,000.00	66.67 %
Equipment and Vehicle Rental	151.20	0.00	0.00 %
Other Purchased Property Services	0.00	48,606.16	0.00 %
Total Purchased Property Svcs	\$ 333,092.11	\$ 493,378.20	67.51 %
Other Purchased Services	\$ 2,088.80	\$ 1,200.00	174.07 %
Student Transportation	17,748.00	23,367.00	75.95 %
Insurance	15,068.31	17,568.00	85.77 %
Communication	18,140.10	33,000.00	54.97 %
Food Service Management	3,050.94	0.00	0.00 %
Travel - Employees	48,791.15	28,008.00	174.20 %
Other Purchased Services	0.00	0.00	0.00 %
Total Other Purchased Services	\$ 104,887.30	\$ 103,143.00	101.69 %
Supplies	\$ 70,670.34	\$ 20,000.00	353.35 %
Supplies - General	47,381.20	59,683.00	79.39 %
Supplies - Instructional and Tech	20,407.00	17,500.00	116.61 %
Computer Software	0.00	5,500.00	0.00 %
Expendable Equipment	32,459.52	51,996.00	62.43 %
Energy	47.98	0.00	0.00 %
Purchased Food	0.00	1,500.00	0.00 %
Textbooks	346.50	5,000.00	6.93 %
Books (Other Than Textbooks)	0.00	0.00	0.00 %
Total Supplies	\$ 171,312.54	\$ 161,179.00	106.29 %
Other Operating Expenses	\$ 6,002.69	\$ 1,200.00	500.22 %
Dues & Fees	29,493.39	28,000.00	105.33 %
Interest	81,852.42	104,277.74	78.49 %
FFE Lease Costs	0.00	0.00	0.00 %
Total Other Operating Expenses	\$ 117,348.50	\$ 133,477.74	87.92 %
Total Expenses	\$ 2,143,414.01	\$ 3,103,264.54	69.07 %
Total Current Year Income/(Loss)	\$ 2,124.72	\$ (104,514.54)	(2.03) %

Brookhaven Innovation Academy
Statement of Assets, Liabilities and Fund Balance
07/01/2016 Through 02/28/2017

ASSETS

Current Assets	
Cash and Cash Equivalents	\$ 30,274.00
Checking Account - Private Bank	500.00
Petty Cash	<u>\$ 30,774.00</u>
Total Cash and Cash Equivalents	
Short Term Investments	\$ 1,000.00
Investment Accounts	<u>\$ 1,000.00</u>
Total Short Term Investments	
Accounts Receivable (Net)	<u>29,006.71</u>
Total Current Assets	<u>\$ 60,780.71</u>
Other Current Assets	<u>\$ 4,562.48</u>
Capital Assets (Net of Dep'n)	<u>\$ 2,116.07</u>
Total Assets	<u><u>\$ 67,459.26</u></u>

LIABILITIES AND FUND BALANCE

Liabilities	\$ 154,159.14
Current Liabilities	\$ 0.00
Long Term Liabilities	<u>\$ 154,159.14</u>
Total Liabilities	
Fund Balance	
Net Asset Accounts	\$ (86,699.88)
Fund Balance Unreserved / Undesignated	<u>\$ (86,699.88)</u>
Total Net Asset Accounts	<u>\$ (86,699.88)</u>
Total Fund Balance	<u>\$ 67,459.26</u>
Total Liabilities and Fund Balance	<u><u>\$ 67,459.26</u></u>

Brookhaven Innovation Academy
2016-2017 Statement of Revenues, Expenditures and Changes in Fund Balance
07/01/2016 Through 02/28/2017

	Actual
Net Income with Financing and Capital Items	
Net Operating Income/(Loss)	
Revenues	
Revenue - Federal Sources	6,439.00
Other Federal Grants Through GADOE	6,439.00
Total Revenue - Federal Sources	
Revenue - Local Sources	1,921,858.00
Charter Commission Revenue	153,605.80
Donations	11,453.69
Fundraising (School-Based) & Field Trips	44,322.57
After School Care Revenues	7,859.67
Other Revenues	2,139,099.73
Total Revenue - Local Sources	2,145,538.73
Total Revenues	927,720.75
Expenses	264,495.21
Personal Services - Salaries	224,557.60
Personal Services - Benefits	333,092.11
Purchased Professional and Tech Svcs	104,887.30
Purchased Property Svcs	171,312.54
Other Purchased Services	117,348.50
Supplies	2,143,414.01
Other Operating Expenses	2,124.72
Total Expenses	
Total Operating Net Income/(Loss)	350,395.63
Financing Sources and Uses	1,022,167.12
Capital Lease Proceeds	(975,671.83)
Other Loan Proceeds	396,890.92
Principal Payments	
Total Financing Sources and Uses	
Capital Items	373,714.14
Purchase of Equipment	373,714.14
Total Capital Items	25,301.50
Net Income with Financing and Cap. Items	

Brookhaven Innovation Academy Working Capital Analysis by Month

	Month Ended July Actual	Month Ended August Actual	Month Ended September Actual	Month Ended October Actual	Month Ended November Actual	Month Ended December Actual
Working Capital						
Cash and Cash Equivalents	268,940.52	285,511.05	251,344.64	298,448.47	259,886.91	25,500.00
Accounts Payable and other Current Liabilities	284,672.98	299,759.60	147,946.78	198,007.22	147,252.51	163,641.52
Net LOC Balance	243,206.00	243,206.00	243,206.00	243,206.00	243,206.00	11,548.45
Total Working Capital	\$ (258,938.46)	\$ (257,454.55)	\$ (139,808.14)	\$ (142,764.75)	\$ (130,571.60)	\$ (149,689.97)
Working Capital Net of LOC						
Cash and Cash Equivalents	268,940.52	285,511.05	251,344.64	298,448.47	259,886.91	25,500.00
Accounts Payable and other Current Liabilities	284,672.98	299,759.60	147,946.78	198,007.22	147,252.51	163,641.52
Total Working Capital Net of LOC	\$ (15,732.46)	\$ (14,248.55)	\$ 103,397.86	\$ 100,441.25	\$ 112,634.40	\$ (138,141.52)

Brookhaven Innovation Academy Working Capital Analysis by Month

	Month Ended	Month Ended
	January Actual	February Actual
Working Capital	25,485.00	30,774.00
Cash and Cash Equivalents	108,151.85	154,159.14
Accounts Payable and other Current Liabilities	53,732.49	46,495.29
Net LOC Balance	\$ (136,399.34)	\$ (169,880.43)
Total Working Capital		
Working Capital Net of LOC	25,485.00	30,774.00
Cash and Cash Equivalents	108,151.85	154,159.14
Accounts Payable and other Current Liabilities	(82,666.85)	(123,385.14)
Total Working Capital Net of LOC		

Fundraising Committee Report

April 13, 2017

1.- We want to do a fall auction fundraiser on October 14th, 2017. (Do we think we will get a better response on a Saturday, or should we do a Thursday evening?) Will Thursday be easier to get a preferred venue in the Brookhaven area? How much do we need to put a deposit on a venue? This will probably have to be voted on or approved through the treasurer. How much will we charge per person to attend, and per couple? How much do we think we can raise from ticket sales, and auction items. (I would say we set a goal of at least \$15000....your thoughts?) We have to do more research on how much we will charge, and what auction items we will get....however we want to know if there needs to be a vote on this for next weeks Board meeting. The vote will be for the date, and a amount of money for deposits. (We need to get more detail around the cost of tickets, and how much we will NET from each ticket sold).

Spring Patron Party for all donors or families that donated at least \$500 for the 2017/2018 School calendar year. This will most likely be at a Parents home, or a space that is free....nothing fancy like the ATV party, just a place for all parents to get together in the spring. This will be in March or April of 2018.

2.- We will do another telephone fundraising campaign in August and September to raise money from the parents / new families, and introduce the October auction as well. (Basically same thing that was done this past September).

3.- We are requesting a one time email to go out this month, to all of the Parents in BIA. This can be from Laurie, or the Parent Council,,,Laurie chooses. This email will specifically mention the critical need for community and corporate sponsorships and contributions. It will be a specific ask for soft introductions to the Fundraising Committee on behalf of BIA- Kevin, Taryn and Greg will be responsible for the follow up and meetings with these people / corporations. We expect 30-50 "LEADS" from this email campaign. I have an email drafted already, and will share it with you and Laurie....we feel that this is very much needed, and will send the message out to the parents for their involvement, and help with soft introductions.

4.- Partnering with a platform technology that will support fundraising for BIA, and one that is structured to take a cut of the fees raised through the platform. They execute on our behalf, they find the resources / sources interested in our cause. This will not only be for community outreach, but also throughout the Country.....there are a lot of companies that do this through technology, and they have much greater reach and depth beyond committee member rolodexes and contact lists....quite frankly, we don't have the time / resources to pound pavement just like other startups looking for capital...since we are a tech school, we may as well utilize the technology platform to do this....(Kevin and Greg responsible for finding the best company / tech platform to help BIA with this....we will then present it to the Board). Our goal is to present this at the May Board meeting.

5.- We request that we have documentation and money allotted aside from all fundraising donors. The fundraising money should not go to the school year budget, and donors want to know where their donations are going.....The fundraising committee will give Donors the choice to put the money towards Capital Campaign for future location of BIA, TECHNOLOGY, Teacher Development, or general fundraising donation that can be used as best fit for the school....(your thoughts?)



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Consent

Action

Discussion

Information

Board Meeting Date: April 13, 2017

Title of Agenda Item: Employee Handbook Update

Submitted by: Laurie Kimbrel

Background and Summary: The Employee Handbook was originally written by an outside contractor and upon review, was not aligned with BIA practices, SCSC guidelines or Georgia employment law. I reviewed the handbook to make necessary changes and then it was sent to the attorney for review. The attached handbook is now legally compliant.

Fiscal Impact: None

Recommendation: Approval of the Employee Handbook as presented.



Employee Handbook

This handbook is not a contract or an offer of employment. Nothing in this handbook shall be construed as altering the terms of at-will employment. Nothing in this handbook shall be considered as providing for or authorizing the use of collective bargaining.

Table of Contents

Section 1 – About Brookhaven Innovation Academy	4
Introduction	4
Definitions	4
Equal Employment Opportunity	4
Employment at Will.....	5
Employment Applications	6
Employment Reference Checks	6
Criminal Record History Check and Fingerprinting	6
Education Background and Teacher Certification.....	6
Drug Free Workplace	6
Exposure Control.....	7
Concealed Weapons.....	7
Transfers	7
Political Activities.....	7
Harassment.....	7
Conflicts of Interest.....	7
Outside Employment.....	9
Immigration Law Compliance	9
Child Abuse & Neglect	10
Reporting Protocol.....	10
Hiring of Relatives	10
Section 2 – About Your Job	12
Length of School Day	13
Position Classifications and Status.....	13
Status Definitions.....	13
Performance Evaluation	14
Payroll.....	14
Timekeeping	15
Overtime.....	16
Section 3 – Your Responsibilities	17
Professional Personnel Ethics	17
Problem Resolution.....	17
Staff Complaints and Grievance Policy.....	18
Complaint and Grievance Procedure.....	18
Complaint and Grievance Process	20
Discipline	21
Confidentiality of Information	22
Confidentiality of Student Records	23
Disclosure of Student Records.....	24
Access to Student Records	24
School Searches	24
Electronic and Telephonic Communications	25
Computer Policy	25
Attendance and Punctuality	28
Notification of Absence Due to Personal Illness.....	28
Personal Appearance	28
Use of Equipment.....	28

Use of Phone and Mail Systems	29
Smoking and Tobacco Use	29
Environmental and Energy Awareness.....	30
Emergency Closings	30
Teacher Meetings.....	30
Scheduling Activities During the School Day	30
Business Travel Guidelines	31
Visitors in the Workplace	32
Safety.....	32
Gifts and Gratuities	32
Personnel Files	33
Return of Property	33
Solicitation	34
Notifications	34
Section 4 – Your Benefits.....	35
Major Medical / Dental Insurance	35
Benefits Continuation (Cobra)	36
Teacher Retirement System of Georgia (Retirement/Pension).....	36
Section 125 Plan	36
Workers' Compensation Insurance	37
Types of Duties and Leaves.....	37
School Holidays.....	37
Jury Duty	37
Witness Duty	38
Bereavement Leave	38
Family and Medical Leave	39
Sabbaticals and Leaves of Absence	39
Sick Leave	40
Personal Leave.....	40
Military Leave	40
New or Amended Benefits.....	40
BROOKHAVEN INNOVATION ACADEMY.....	41
Employee Acknowledgement of Understanding	41

Section 1 – About Brookhaven Innovation Academy

Introduction

This handbook is designed to acquaint you with Brookhaven Innovation Academy (the "School") and provide you with information concerning what you can expect from the School and what the School expects from you. Brookhaven Innovation Academy believes that an honest, open relationship with each employee is vital to our mutual success.

No Employee handbook can anticipate every circumstance or question about policy. This handbook clarifies the School/Employee relationship and provides general information on the policies and procedures of Brookhaven Innovation Academy. Nothing in this handbook is meant to imply, create, or constitute a contract of employment or limit the School's discretion to discipline or terminate employment. Also, no employee, agent, or representative of Brookhaven Innovation Academy has the authority to authorize an employee to engage in any conduct or behavior that conflicts with Brookhaven Innovation Academy employment policies and procedures or to offer an expressed or implied contract of employment unless that authorization is set forth in writing and signed by an Officer of the School.

As the School continues to grow, the need may arise and Brookhaven Innovation Academy reserves the right to revise, supplement, or rescind any policies or portion of this handbook from time-to-time, as it deems appropriate, in its sole and absolute discretion. At this same time, Brookhaven Innovation Academy's employment-at-will policy dictates that the employee or Brookhaven Innovation Academy as the employer may end the relationship for any reason at any time, subject to applicable state and federal law.

Employees will be notified of any changes to the handbook as they occur.

Definitions

The following definitions apply throughout this Employee Handbook:

"Employer", "We", "Us", "Our", "School", "The School", "Brookhaven Innovation Academy", "Brookhaven Innovation Academy", "Brookhaven Innovation Academy", "BIA" "The Board", "Board", "Board of Directors", "Employer", "School" refer to Brookhaven Innovation Academy, Incorporated.

"Employee", "You", "Yours", refer to the employee acknowledging receipt and understanding of this Employee Handbook.

Equal Employment Opportunity

Brookhaven Innovation Academy strives to hire qualified applicants and does so without regard to race, color, religion, national origin, national ancestry, age, sex, gender, disability, or veteran status. A major objective is to select talented people with the desire

and ability to do a good job and contribute to the growth of Brookhaven Innovation Academy.

Brookhaven Innovation Academy endeavors not to discriminate in employment opportunities, advancement opportunities, or practices on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, or any other characteristic protected by law.

The School is committed to complying with the Americans with Disabilities Act (ADA) and all applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. BIA will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship and ensure that that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and during active employment with the School.

An employee with a disability for which reasonable accommodation is needed should contact an administrator to discuss possible accommodations, and make a formal written request for accommodations.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employment at Will

Employment with Brookhaven Innovation Academy is voluntary and the employee is free to resign at will at any time, with or without cause. Similarly, Brookhaven Innovation Academy may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable Federal or State law. Resignation or termination of employment by the Employee or the School is subject to the provisions of the employment contract.

Any employee who resigns or is terminated will be responsible for returning all School property. Failure to do so will result in the cost of these items being deducted from the employee's final paycheck.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Brookhaven Innovation Academy and any of its employees. The provisions of the handbook have been developed at the discretion of the Board and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of Brookhaven Innovation Academy.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Board of Directors of Brookhaven Innovation Academy.

Employment Applications

Brookhaven Innovation Academy relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the School's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Employment Reference Checks

To ensure that individuals who join Brookhaven Innovation Academy are well qualified and have a strong potential to be productive and successful, it is the policy of the School to check the employment references of all applicants. Only appropriate personnel are authorized to provide employee references.

Criminal Record History Check and Fingerprinting

In accordance with Georgia law, fingerprinting and a criminal records check will be conducted at or prior to employment on every person who is employed by BIA for the first time and upon being re-hired. All employed personnel shall be fingerprinted and have a criminal records check completed every five years and/or upon any certification renewal through the Georgia Professional Standards Council (PSC).

BIA reserves the right not to hire, or retain anyone that has been convicted of a criminal offense. Conviction of a crime that involves dishonesty may result in an automatic termination of employment. Before any decision is made, the nature of the crime and circumstances surrounding the conviction will be considered.

Education Background and Teacher Certification

For organizational or School positions where proof of graduation from a college or university is necessary, employees will be required to provide documents supporting their Degree upon or prior to employment with Brookhaven Innovation Academy. Additionally, all teaching positions will require documentation to support either a Statement of Eligibility or Certification in the state of Georgia.

It is the responsibility of the individual employee to achieve and maintain re-certification and/or renewal of licenses as appropriate and to provide copies of such documentation to Brookhaven Innovation Academy.

All staff members who work in classrooms with students are required to obtain a Clearance Certificate from the Georgia Professional Standards Commission.

Drug Free Workplace

BIA provides a drug-free workplace and declares that the manufacture, distribution, sale, or possession of alcohol or illegal drugs in an unlawful manner is a serious threat to the

health, safety, and welfare of its students and employees. The unlawful possession, use, manufacture, distribution, or dispensation of controlled substances, alcohol, or other dangerous drugs by employees on school premises, in school vehicles, or at any school-sponsored activities is prohibited.

Compliance with these standards is mandatory. Employees using or in possession of these substances on school property or who are found to be under the influence of these substances while on duty will be subject to disciplinary action, up to and including termination. To enforce this policy, Brookhaven Innovation Academy reserves the right to request employees to participate in random, periodic tests for illegal substances and alcohol abuse.

Exposure Control

Employees will receive information and training to cover the Exposure Control Plan (ECP) and have an opportunity to review this Plan in accordance with OSHA Standard 29CFR 1910.1030, "Occupational Exposure to blood borne Pathogens." Employees will be instructed on the methods of implementation of the ECP. If requested, employees will be provided with a copy of the ECP free of charge. Personal Protective Equipment will be provided to employees at no cost.

Concealed Weapons

BIA takes threats of violence extremely seriously. Any act or threat of violence by or against any employee, parent, student, or visitor will not be tolerated. Likewise, the possession or use of weapons of any kind by BIA employees is strictly prohibited. This policy applies to all employees, whether on school property, at school-sponsored activities, and anytime or place the employee is engaged in school-related business. Any employee found to have violated this policy will be subject to discipline, up to and including termination.

The term "weapon" means and includes those items listed in OCGA §16-11-127.1 and other applicable laws. However, regardless of the definitions and specific instruments defined in said laws, BIA prohibits the possession of weapons of any type or objects that cause bodily harm on school property, in the school safety zone, and at school-sponsored activities if any such weapon or other object can be used to inflict bodily harm. Any employee caught possessing a weapon will be disciplined, up to and including termination.

Transfers

Transfer of employees to other positions or departments for the School's convenience may be made as needed at the discretion of the administration.

Political Activities

The school recognizes that employees have the same fundamental civic responsibilities and privileges as other citizens. Among these are campaigning for an elected public office or appointed public office to the extent that neither activity conflicts with the employee's duties in the school district. The Board will determine whether campaigning for, and/or

holding an elected and/or appointed office, is compatible with the duties assigned by the school.

An employee who wishes to file for an elected or an appointed position on a governing board or agency must notify the Head of School as soon as practicable and shall affirm in writing to the Head of School that such position will not conflict with State or Federal law and/or regulations concerning the employee's right to serve (e.g. dual office holding, conflict of interest, etc.). The notice must include the position sought and the employee's intentions as to the possibility of continued employment and the conditions of that employment. The Head of School will report this information to the school board at its next regular meeting. The Board will make a final decision as to whether the activities proposed by the employee are consistent with his or her services to the school and the best interests of education of the students.

In connection with campaigning or holding a public office, employees may not use school facilities, equipment, or supplies for such purpose; discuss the campaign or office with school personnel, children, or citizens during working hours; nor use any time during the work day for campaign purpose, either by the employee or the employee's colleagues.

Harassment

Brookhaven Innovation Academy is committed to providing a work environment in which its employees and students are treated with courtesy, respect, and dignity, and are free of harassment, whether sexual, threatening, or discriminatory in nature. It is illegal and against School policy for any employee to engage in sexual harassment or harass another person because of their gender, race, religion, age, national origin, disability, sexual preference, or other characteristic protected by law.

Any employee engaging in harassing activity will be subject to disciplinary action, including suspension and/or termination. Employees who believe that they are being subjected to harassment must immediately report the incident to the Head of School or, in his/her absence, the Assistant Head of School or Chairperson of the Board of Directors, who will conduct a thorough investigation and determine what action will be taken. The identity of the employee making a report will be kept confidential to the greatest extent possible. Employees may also utilize the Staff Complaints and Grievance Policy detailed in this handbook.

Any supervisor or manager who becomes aware of possible sexual or other harassment should promptly advise the Chairperson of the Board of Directors of the School.

This policy has been established to ensure employees that the issue of harassment will be dealt with in a prompt and confidential manner. Employees will not be penalized for reporting an incident or for participating in the investigation. Retaliation against any individual who reports discrimination or harassment or participates in the investigation of such report is a strict violation of this policy and will be subject to disciplinary action.

Definitions

Harassment – As used in this handbook, harassment is defined as any unwelcome verbal or physical conduct towards another individual that intends or results in the creation of an intimidating, hostile, or offensive work environment or causes unreasonable interference with the victim's performance or professional obligations or opportunities.

Sexual Harassment - As used in this handbook, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is an explicit or implied term or condition of an individual's employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions; or (3) such conduct interferes with the employee's work performance or creates an intimidating, hostile, or offensive workplace.

Conflicts of Interest

Employment with Brookhaven Innovation Academy imposes a responsibility to act in its best interest. Transactions with individuals or organizations outside of Brookhaven Innovation Academy must be conducted within a framework established and controlled by the Board of Directors of the School. As an employee of the School, it is imperative that business dealings with outside firms or individuals will not result in unusual gains or personal gains for the employee, the individual or the said firm. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either party, or both. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Brookhaven Innovation Academy does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Brookhaven Innovation Academy. Promotional plans that could be interpreted to involve unusual or personal gain require specific approval from the Board of Directors of the School. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of the School as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Outside Employment

Employees may hold outside jobs as long as the outside employment does not, in the opinion of the employee's supervisor, compromise or otherwise diminish their ability to meet performance standards of their job with Brookhaven Innovation Academy. All employees will be judged by the same performance standards and will be subject to

Brookhaven Innovation Academy's scheduling demands, regardless of any existing outside work requirements.

Employees must receive express written consent from the Employer prior to engaging in outside employment, including self-employment. If Brookhaven Innovation Academy determines that an employee's outside work interferes with the performance or the ability to meet the requirements of the School as they are modified from time to time, the employee may be asked to terminate outside employment if he or she wishes to remain with Brookhaven Innovation Academy.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Brookhaven Innovation Academy for materials produced or services rendered while performing their jobs.

Immigration Law Compliance

The federal Immigration Reform and Control Act of 1986 requires employers to verify the identity of all newly hired employees as well as their eligibility to work in the United States.

In accordance with Georgia law, Brookhaven Innovation Academy participates in the federal E-Verify program to verify the employment eligibility of all newly hired employees and, in some cases, rehired employees. As such, the School employs only United States citizens and aliens who are authorized to work in the United States.

Child Abuse & Neglect

Georgia law deems School employees or volunteers to be mandated reporters. If you have reason to believe that a child has suffered: (1) physical, non-accidental injury or injuries by a parent or caretaker, (2) neglect or exploitation by a parent or caretaker, (3) sexual abuse, or (4) sexual exploitation, please follow the protocol below to ensure that the appropriate authorities are notified. It has been developed to guide those persons who have been deemed mandated reporters in exercising this duty within the School structure.

Reporting Protocol

If a child or other individual tells you about a situation that seems like it might require reporting, please take the following steps:

- 1) Immediately find the Head of School or, if not available, the Head of School's designee, and make a verbal report of the alleged incident of abuse/neglect in person (no written notes, e-mail, or text messages). Unless requested by the Responsible Administrator, do not provide written documentation to other personnel, even the child's classroom teacher.

- 2) If a Responsible Administrator is unavailable, call one of them on the phone (but do not text message information to them). If the student is with you, please have them sit in the Front Office with the receptionist so that they are supervised, and so that you have privacy to make your call.
- 3) If you choose, you may make a note in your personal record of the date, time, and brief nature of the alleged incident of abuse/neglect reported to the Responsible Administrator. Your personal record does not include school records. This is solely for your benefit, to keep track of when the alleged incident of abuse/neglect was reported and to whom it was reported. This information is not to be shared.
- 4) A staff member who makes a report to the Responsible Administrator is deemed to have fully complied with the law.
- 5) The responsibility for following up with the student, other staff members, family members, etc., DOES NOT lie with you. Please DO NOT conduct your own investigation.
- 6) If asked about the situation later, the Responsible Administrator will provide no details regarding the incident other than to confirm that they are aware of the situation. There are matters of confidentiality and privacy in any alleged incident of abuse/neglect. This is for the protection of everyone involved, including the person who initially reported the incident.
- 7) Please be aware of the fact that there is likely pertinent information to which you are not privy regarding the situation. Please DO NOT make assumptions nor offer scenarios.
- 8) Making a verbal report of alleged abuse/neglect to the Responsible Administrator as outlined above is a CONFIDENTIAL matter and should be treated as such. If other personnel need to be informed regarding the situation or follow up needs to be made with other staff members, the Responsible Administrator will do so.
- 9) It is important that all mandated reporters involved in services to children who are alleged to be abused/neglected follow this protocol. This protocol has been established so that appropriate, sensitive, and necessary services are provided in the best way possible.
- 10) Failure to comply with this protocol is actionable and penalties may range from a verbal warning to a written warning to non-renewal of contract or even termination.

Responsibility of School Administrator or Counselor:

A Responsible Administrator who receives an oral report or other information giving them reasonable cause to believe that a student has been abused or neglected shall immediately, but in no case later than 24 hours, report by telephone or otherwise and followed by a report in writing (if possible) to a child welfare agency providing protective services or, in the absence of such agency, to an appropriate police authority.

If a Responsible Administrator receives such report or information and determines that (s)he does not have reasonable cause to believe abuse or neglect has occurred, (s)he shall, within 24 hours, notify the Board Attorney or the Board Chair to establish a plan for investigating this incident. However, if the reporting staff member or volunteer insists that the matter be reported to the appropriate authorities, a Responsible Administrator shall not have discretion to deny this request and must report the incident immediately.

Hiring of Relatives

Decisions about hiring, promoting, evaluating, compensating, and terminating employees are based on qualifications for the position, ability, and performance. Every attempt shall be made to avoid favoritism, the appearance of favoritism, and conflicts of interest in employment decisions.

This policy expressly prohibits any employees who are family members from working in the same chain of command/reporting relationship. "Family members" are defined as any person or relative who is within the third degree of consanguinity and any step relationships within the preceding categories. Relatives of persons currently employed by Brookhaven Innovation Academy may be hired only if they will not be working directly for or supervising a relative.

Employees are required to disclose changes in their personal situations which may be covered under the Nepotism Policy. If the relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, administration will make the final determination. Every effort will be made to provide an opportunity that is similar in scope and salary to their existing position; however, no guarantee of employment can be offered.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

This policy is intended to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace. It also seeks to avoid the perception of favoritism, conflicts in loyalty, and discrimination.

Section 2 – About Your Job

Length of School Day

The normal school day for teachers begins at 7:30 a.m. and ends at 3:30 p.m. On days when faculty or grade level meetings are scheduled, the workday will be extended to 4:30 p.m. Employees will also be expected to attend all assigned professional development programs and conferences and to participate in school-sponsored activities and events that promote family and community involvement. Non-instructional time should be set aside for conferences, meetings, and planning. Staff members leaving the building and grounds during the school day must inform the Head of School or, in his/her absence, the Assistant Head of School.

When classes are dismissed due to inclement weather, staff members are expected to perform any necessary duties. Full-time support staff should be on duty each school day unless specifically told otherwise by the Head of School.

Position Classifications and Status

Each Brookhaven Innovation Academy position is classified as either Non-Exempt or Exempt in compliance with the Fair Labor Standards Act (FLSA). These classifications do not guarantee employment for any specified period of time, but rather determine specific provisions as outlined in the FLSA laws. Additionally, employee status will be classified as Full-time or Part-time (see definitions below). Exempt employees are salaried employees and are exempt from the payment of overtime. These are employees who serve in an executive, administrative or professional capacity and the exempt classification is dependent on the type of work the individual performs (please note, however, that not all salaried employees are exempt). Non-exempt employees receive 1.5 times their regular hourly rate for all hours physically worked over 40 in the School's scheduled workweek, and detailed records must be kept of the employee's daily and weekly hours worked.

Status Definitions

- **REGULAR FULL-TIME** employees are those who are not in a temporary or introductory status and who are regularly scheduled to work Brookhaven Innovation Academy's full-time schedule. Generally, they are eligible for the School's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- **PART-TIME** employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Workers' Compensation insurance), they are ineligible for all of the School's other benefit programs including, but not limited to, paid holidays, insurance benefits and paid vacation.
- **TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of limited time duration,

including on an intermittent or unpredictable bases. Employment beyond any initially stated period does not in any way imply a change in the employment status. Temporary employees retain the status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as Worker's Compensation insurance), they are ineligible for all of Brookhaven Innovation Academy's other benefit programs.

- **PER DIEM** employees are those who routinely work either a full-time or part-time schedule and who accept additional compensation in lieu of participation in all but legally mandated benefit programs (such as Worker's Compensation insurance). Brookhaven Innovation Academy offers this category in limited classifications and to limited numbers of employees. Individuals participating in this program must waive their rights to participate in the benefit programs applicable to regular employees. Service in this category cannot be credited in any way toward any benefit program, even if the employee is later assigned to a benefit-eligible category. A change to or from this category can be accomplished only with the written consent of the School.

Performance Evaluation

Employees are expected to make every effort to perform their duties and to do so to the best of their abilities at a level that satisfactorily meets or exceeds the expectations of their supervisors. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The Head of School and designated senior staff members will formally appraise all teachers as required by standards established by the TKES and LKES process or state law. Employees will be required to sign off on evaluations in the electronic platform as required by the TKES and LKES process.

School-wide performance evaluations (for non-teaching and non-Head of School positions) are scheduled annually. Brookhaven Innovation Academy may award merit-based adjustments in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including but not limited to the information documented by this formal performance evaluation process and the School's financial standing.

Payroll

Brookhaven Innovation Academy currently operates on a monthly pay cycle. All payroll will be delivered to the employee via direct deposit.

Administrative Pay Corrections

Brookhaven Innovation Academy takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Head of School so that corrections can be made as quickly as possible.

Paycheck Errors

- **Underpayments:** In the event of an error resulting in an underpayment to an employee, the employee will be properly compensated on or before the next scheduled pay date.
- **Overpayments and deduction adjustments of \$50.00 or less:** If an employee has been mistakenly overpaid or deductions under-withheld by \$50.00 or less, an adjustment will be made on the next schedule pay date. The School will notify the employee no later than five calendar days before the adjustment is made.
- **Overpayments and deduction adjustments greater than \$50.00:** Brookhaven Innovation Academy may collect overpayments not to exceed one (1) year in duration from the date a notification of overpayment is mailed to the affected employee.

Pay Deductions and Setoffs

Both full time and part time employees will be subject to federal and state withholding requirements. No deductions, other than those required by law or assigned by a court order, levy or garnishment, will be made from the employee's paycheck without written authorization. Participation in School medical/dental and 401(k) plans implies employee authorization of related payroll deductions.

Pay setoffs are pay deductions taken by the School usually to help pay off a debt or obligation to Brookhaven Innovation Academy or others. Questions concerning why deductions were made from an employee's paycheck or how they were calculated should be directed to the Head of School.

Stipends

For certain duties and responsibilities outside that of an employee's normal duties, the School may provide a stipend. The Head of School is responsible for recommending such stipends to the Board of Directors who, at their discretion, may incorporate stipends within the annual operating budget.

Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and State laws require that Brookhaven Innovation Academy keep an accurate record of time worked in order to calculate employee pay and benefits.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. Altering, falsifying, tampering with time record, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt employees should report to work no more than 15 minutes prior to their scheduled starting time nor stay more than 15 minutes after their scheduled stop time without expressed, prior authorization from their supervisor.

It is the employees' responsibility to review their time records and to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes.

The School is responsible for accurate reporting and maintaining documented time reports.

Overtime

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour regulations. Overtime pay is based on actual hours worked. Time off on sick leave, vacation, or any other leave of absence will not be considered hours worked for purposes of performing overtime calculations. Non-exempt employees will be paid time and one-half for all hours physically worked in excess of 40 hours in any one workweek.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

Section 3 – Your Responsibilities

Brookhaven Innovation Academy has established itself a reputable charter school of high ethical standards. This reputation has been earned by the demonstration of the personal integrity of its people and the School's policy that all actions taken on its behalf will be based on sound ethical principles. Since the actions of employees either enhance or detract from this reputation, it is essential that all personnel act appropriately professional when dealing with others.

In addition to exhibiting a positive attitude toward their job and assignments, employees should endeavor to always be courteous, polite, and friendly at all times. Any activity that adversely or detrimentally affects the school's reputation or image will not be tolerated.

Professional Personnel Ethics

School staff, administrators, and teachers are under the jurisdiction of ethical conduct as promulgated by federal, state, and local statute and administrative code and are subject to the Rule(s) of Conduct of said statutes or codes. Such rules include but may not be limited to the following:

Public employees...

- May not use their position or office for personal financial gain;
- Must report the receipt of anything of value, \$75 or more, under certain circumstances;
- May not receive compensation to influence action;
- May not receive additional money as payment for advice or assistance given in the course of their employment;
- May not receive anything of value for speaking before a public or private group if the employee is acting in an official capacity;
- May not use government personnel, equipment, or materials in an election campaign;
- May not use or disclose confidential information gained in the course of their employment;
- May not serve as a member or employee of a governmental regulatory commission that regulates any business with which they are associated;
- May not represent another person before a governmental entity;
- May not have an economic interest in a contract if the employee is authorized to perform an official function relating to the contract.

Problem Resolution

BIA seeks to deal openly and directly with its employees, and believes that communications between employees and Administration is critical to solving problems.

BIA employees are encouraged to communicate with their colleagues and attempt to resolve conflicts amongst themselves. In the event that the employees cannot reach a resolution through informal communication, they should seek assistance from a supervisor.

If the supervisor is unable to provide assistance or the employee's conflict is with the supervisor, then the employee may discuss problems or suggestions with the Head of School instead of, or in addition to, their supervisor. Employees with a conflict with a supervisor should first go to the supervisor to address the conflict. If a resolution cannot be agreed upon, the employee should present his or her problem, in writing, to the Head of School. The Head of School will work with both parties to facilitate a resolution. If the employee's conflict is with the Head of School, then the employee may appeal directly to the Board.

While most issues may be resolved through this informal procedure, if a satisfactory resolution is not reached at this level, then complaints may be brought forward through BIA's Grievance Policy.

Staff Complaints and Grievance Policy

BIA is committed to providing a professional work environment free from discrimination and harassment, where all teachers, staff, and students are treated with dignity and respect. As such, it is the policy of the School to prohibit discrimination on the basis of age, gender, race, religion, national origin, or disability, or sexual preference and to prohibit harassment of any kind by or against employees and students of the School. Any act of discrimination or harassment shall result in prompt and appropriate disciplinary action.

Complaint and Grievance Procedure

The purpose of this policy is to provide BIA and its employees an opportunity to reach solutions to problems, disputes, or controversies that may occur and to provide a mechanism for employees to submit complaints regarding instances of unlawful discrimination or harassment or other action in violation of law or regulation.

Under this procedure, an employee of the School who has been affected in his or her employment relationship by a violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of the School or with which BIA is required to comply may file a complaint. Anyone who files a complaint under these procedures shall not be subject to reprisal; if such retaliation occurs he or she may refer the matter to the Professional Standards Commission.

The Governing Board of the School has the discretion to send an employee complaint directly to Level II or Level III, if appropriate or necessary. A complaint filed under this procedure for any of the following reasons shall move immediately to Level III for consideration by the Board:

- Performance ratings contained in personnel evaluations and professional development plans; however, this does not apply to complaints regarding procedural deficiencies in conducting the evaluations;
- Job performance; and/or
- Termination, nonrenewal, demotion, suspension, or reprimand of any employee;

In an effort to maintain good morale, enhance effective job performance, and to better serve citizens of this community, employees are encouraged to resolve conflicts at the lowest level, with the minimum amount of formal proceeding as is necessary to reach an expeditious and just resolution.

Definitions

Complaint - A complaint means any claim or grievance by an employee of the School who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements with which the Governing Board is required to comply.

Decision – The decision at each level of the complaint process must be in writing, dated, and include the findings of fact and reasons for the particular resolution reached. The decision shall be sent to the complainant in accordance with the notification provisions and deadlines set forth herein; however, any deadline may be extended upon mutual consent of the parties or by BIA if it is determined that additional time is required to investigate the complaint at any level of the complaint process.

Evidence - The complainant shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses at each level. The complainant cannot present additional evidence at Level II or Level III of the complaint process, unless it is determined by the administrator presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the Administration or not discoverable by the complainant.

Notification – All notifications must be prompt, in writing, and delivered to the appropriate parties either by hand, e-mail, or certified mail dated on or before the appropriate deadline.

Records - A recording device shall be used to keep an accurate record of these proceedings and all evidence presented shall be preserved and made available at all time to the parties involved. The cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board.

Complaint and Grievance Process

LEVEL I – Initial Complaint & Hearing

An employee who wishes to file a complaint must present the complaint to his or her immediate supervisor within 10 calendar days of the most recent incident upon which the complaint is based. The complaint, which must be in writing and clearly state the employee's intent to utilize these compliant procedures, must also include the following:

- The mailing address of the complainant to which all notices and other documents may be mailed;
- A reference or description of the statute, policy, rule, regulation, or written agreement that is alleged to have been violated, misinterpreted, or misapplied;
- A brief statement of the facts on which the complaint is based that explains how said statute, policy, rule, regulation, or written agreement has been violated, misinterpreted, or misapplied; and
- A statement of the relief desired.

After filing his or her initial complaint, the employee shall be notified of the time and place of the initial meeting and any subsequent appeals.

The immediate supervisor shall make every effort to conduct a hearing on the complaint and render a decision on said complaint within 10 working days of the initial complaint being filed. No people other than the complainant and his or her immediate supervisor shall be present for a Level I hearing.

LEVEL II – Appeal of Level I Decision

The complainant shall have 10 calendar days from the date of notification of the initial decision to file an appeal, in writing, of the decision rendered by his or her immediate supervisor with the Head of School or his or her designee.

After the appeal has been filed, the Head of School or his or her designee shall promptly notify the complainant, of the time and place of the appeal hearing.

The Head of School or Head of School's designee shall obtain copies of all minutes, transcripts, documents, and records related to the complaint. The Head of School or his or her designee shall make every effort to hold a hearing and render a decision on the appeal within 10 working days of the date of the appeal's filing. At a Level II hearing, the complainant may have a person of his or her choosing present to assist in the presentation of the complaint.

Any complaint not processed by the Head of School or his or her designee within the time frame provided above shall automatically be forwarded to the Governing Board to commence Level III procedures.

LEVEL III – Appeal and Final Decision

The complainant shall have 10 calendar days from the date of notification of the Level II decision to file a written appeal of this decision with the School's Governing Board. The Board shall promptly give notice to the complainant of the time and place of the Level III hearing.

Within 30 calendar days of the complainant filing an appeal of the Level II decision, the Board must hold a hearing and render a final decision on the complaint, based on a de novo review. At a Level III hearing, the complainant may have a person of his or her choosing present to assist in the presentation of the complaint. Additionally, the Governing Board may have an attorney present at a Level III hearing solely for the purpose of serving as a legal officer to rule on issues of law; the attorney may not participate in the presentation of the case for either party.

Costs

With the exception of preparing and preserving records of the proceedings, all costs and fees incurred under this process are the responsibility of the incurring party unless otherwise agreed to by the parties.

Discipline

BIA will attempt to deal constructively with employee performance problems and employee errors. The disciplinary process will be determined by BIA Administration in light of the facts and circumstances of each case. Depending upon the facts and circumstances, the discipline applied may include, among other things, oral or written warnings, probation, suspension without pay, or immediate discharge. Each situation will be considered through a variety of factors including, but not limited to, the seriousness of the situation, the employee's past conduct, and length of service, and the nature of the employee's previous performance, or incidents involving the employee. Details of this process are outlined further in the Corrective Action section below.

Corrective Action

The School retains the discretion at all times to immediately terminate an employee or to decide what level or type of discipline is warranted, if any. All employees of the School are at-will employees and can be terminated at any time, without resorting to any type of discipline. The School is not required to use any of the following steps of discipline, and, if the School does choose to utilize any of the following steps of discipline, it is not required to apply or use them in any particular order, but retains the discretion at all times to determine the nature and severity of discipline and/or termination.

In the event it becomes necessary to discipline an employee, the following steps of discipline may occur at the discretion of the School:

1. Verbal warning

2. Written warning
3. Final warning and/or probation
4. Termination

The School retains the discretion to determine if the circumstances of a particular case warrant termination for the first offense, or whether one of the other three forms of disciplines listed above is warranted. All employees of the School are employees at-will, and can be terminated at any time for any reason. Further, if an employee's conduct, performance, work habits, attitude, or demeanor becomes unsatisfactory or unacceptable in the judgement of the School, including based on violations of any School policies, rules, guidelines, regulations, or rules of conduct, whether contained herein or in other documents, you will be subject to disciplinary action up to and including termination.

Employees may not be dismissed without written notice specifying cause of dismissal. Said written notice shall include the fact that a hearing before Brookhaven Innovation Academy Board of Directors (or a grievance committee appointed by the Board of Directors) is available upon request of the employee and the notice shall clearly set forth the reason for termination. The hearing shall be conducted no fewer than ten and no more than thirty workdays after the request is served. A notice of the time and place of the hearings shall be given to the employee not fewer than five workdays prior to the hearing. Any such hearing shall be private.

The employee has the privilege of being present at the hearing with counsel, who may represent the employee. Witness testimony, cross-examination and other forms of interrogation or questioning is not permitted, however, sworn statements of witnesses may be provided. Brookhaven Innovation Academy or an agent thereof shall initiate the introduction of evidence in substantiation of charges. Within ten working days following the hearing, the Board (or a grievance committee appointed by the Board of Directors) shall examine the evidence and shall render a written decision accordingly.

The decision of the Board or of a grievance committee appointed by the Board is final.

Confidentiality of Information

The School is engaged in providing a service that requires a strict code of confidentiality of information. No employee will store information outside of the School about any matter pertaining to the conduct of the School's business that may compromise a student, coworker, staff member, contractor, parent, family, or the School to outsiders. All employees must agree that all knowledge or information that may be obtained in the course of employment will be held inviolate and be concealed from all other persons during and after employment. Any employee who compromises any information regarding a student, coworker, staff member, contractor, parent, family, or the School may be subject to termination.

Confidentiality of Student Records

In accordance with the federal Family Educational Rights and Privacy Act (FERPA) and all relevant state and federal laws, it is the policy of BIA to protect the confidentiality or personally identifiable information of its students. Failure by any staff member to comply with these statutes, procedures, regulations or any part of this policy will subject that employee to disciplinary action, as permitted by law.

Definitions

Educational Records - refers to those data elements that are (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting on behalf of the agency or institution. The information may be recorded in any way, including, but not limited to, handwriting, print, computer media, videotape, audiotape, film, microfilm, microfiche, and e-mail.

Directory Information - is information which is generally not considered harmful or an invasion of privacy if disclosed; Directory information includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status; dates of attendance; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors, and awards received; and the most recent educational agency or institution attended.

Non-Directory Information These records include but are not limited to grades, transcripts, class lists, student course schedules, test scores, advisement records, health records, and student discipline files.

Personally Identifiable Information includes information that is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances to identify the student with reasonable certainty. The term includes, but is not limited to, one or a combination of the following:

- The student's name;
- The name of the student's parents or other family members;
- The address of the student or student's family
- A personal identifier, such as the student's social security number, student number, or biometric record; and
- Indirect identifiers, such as the student's date of birth, place of birth, or mother's maiden name.

The term also includes information requested by a person who the school reasonably believes knows the identity of the student to whom the education record relates.

Disclosure of Student Records

Student records shall be kept private and confidential, except when specifically authorized release is granted in writing by the parent or eligible student or pursuant to subpoena or judicial order and as otherwise specified by federal or state laws. Access to student records by an employee of BIA must be in accordance with the safeguard procedures established by the Head of School and the Board. Employees of BIA shall not disclose any student information, directory or non-directory, with a third party without obtaining the approval of the Principal.

Access to Student Records

The parent or legal guardian or eligible student shall have right of access and right of hearing to challenge the content of records believed to be inaccurate, misleading or otherwise in violation of privacy or other rights of the student within 45 days of request or before transfer of records. The Head of School shall develop and maintain procedures for the granting of a request by parents for access to the educational records of their children and for the conduct of a hearing challenging the content of any student's records alleged to be inaccurate, misleading, or otherwise in violation of the student's privacy rights.

When student records are inspected by parent(s)/guardian(s) or eligible students, appropriate school personnel must be present where necessary to prevent any misinterpretation or misunderstanding of records. Employees must be present where necessary to prevent any misinterpretation or misunderstanding of records. Employees may inspect the records of their children under the supervision of an appropriate member of the professional staff; however, such staff member should not be under the direct evaluation of the parent employee who is viewing his/her child's records.

Under no circumstances may student records be removed from school premises.

School Searches

All School property is subject to monitoring and review at all times. This includes, but is not limited to, desks, lockers, computers, email files, and personal effects on school grounds. Reasons for searches and reviews include, but are not limited to, violation of school drug or weapons policies, personal abuse of school property, theft investigation, and improper disclosure of confidential information.

BIA retains the right to conduct searches at any time. This includes the right to search BIA-issued computers or files, even if protected by a password. Any employee that attempts to obtain or alter a password for the purpose of accessing restricted files will be subject to disciplinary action, up to and including termination. Likewise, any violation of law or school policy uncovered during a search may subject the employee to disciplinary measures, up to and including termination.

Electronic and Telephonic Communications

All electronic and telephonic communications systems and all communications and information transmitted by, received from, or stored in these systems are the property of the School and as such are to be solely for job-related purposes. The use of any software and business equipment, including, but not limited to facsimiles, computers, and copy machines for private purposes is strictly prohibited. Employees using this equipment for personal purposes do so at their own risk.

Employees are not permitted to use a code, access a file, or retrieve any stored communication unless they are an authorized School representative as designated by the Board of Directors of Brookhaven Innovation Academy to do so or unless they have received permission from an authorized School representative. All pass codes are the property of the School. No employee may use a pass code or voice-mail access code that has not been issued to that employee or that is unknown to the School. Moreover, improper use of E-mail systems (e.g., harassment or spreading inappropriate jokes or remarks) will not be tolerated. Employees who violate this policy are subject to disciplinary action, up to and including termination.

To ensure that the use of electronic telephonic communications systems and business equipment is consistent with the School's legitimate interests, authorized representatives of the School may monitor the use of such equipment from time to time. This may include listening to stored voice-mail messages and viewing incoming and outgoing e-mail messages.

Computer Policy

Technology Acceptable Use Policy

Brookhaven Innovation Academy provides Internet access to students and teachers. Our goal in providing this service is to promote educational excellence by facilitating resource sharing, innovation, and communication. We believe the Internet offers vast, diverse, and unique resources to both students and teachers.

The Internet is an electronic highway connecting computers all over the world and millions of individual subscribers. Students and staff will have access to:

- Electronic mail (e-mail) communications;
- Information and news as well as a variety of research institutions
- Public domain software and shareware of all types

With access to computers and people worldwide comes the availability of material that may not have educational value in the context of the school setting. On a global network, however, it is impossible to control all materials and limit all access to information that has no educational value. Brookhaven Innovation Academy firmly believes that the valuable resources and interaction available on this network far outweigh the possibility that some users may procure material that is inconsistent with the educational goals of the school.

The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines. These guidelines are provided as a part of this document so that the users are aware of their responsibilities when accessing the Internet. Any violations of these guidelines will subject the user to appropriate disciplinary action up to and including termination.

Internet-Terms and Condition of Use

- **Define a Purpose for Internet Use:** All use of the Internet during school hours must be in support of education and research and consistent with the educational objective of the school district. Users must have a well-defined, documented reason for accessing the Internet. No "surfing" is allowed. "Surfing" is the term describing unstructured searches or exploring with no specific, pre-determined goal or purpose. All Internet users must have a topic, or subject to be researched; student research must be directly related to a given assignment from one or more teacher(s). There should be adult supervision while any student is researching via the Internet.
- **Maintain Network Etiquette:** Use or transmission of offensive or vulgar language or of threatening or abusive language is prohibited. The Internet is not a secure or private means of communication; as such employees who transfer sensitive information do so at their own risk. Messages relating to or in support of illegal activities may be reported to the authorities. Disrupting network communications are prohibited. Network communication disruptions include but are not limited to downloading large files, sending mass e-mail messages, transmitting virus routines, or annoying other users. All information accessible via the network should be assumed to be private property of the person or organization presenting the material and may be subject to copyright, trademark, or other legal protections.
- **Privileges:** The use of the Internet is a privilege, not a right, and inappropriate use will result in the suspension or revocation of the privilege. Any misuse of the Internet will result in disciplinary action.
- **Security:** Security on any computer system is a high priority, especially when the system involves many users. Any user identified as a security risk or having a history of problems with other computer systems may be denied access to the Internet.
- **Disclaimer:** Brookhaven Innovation Academy makes no warranties of any kind, whether expressed or implied, of the quality or dependability of the Internet service it is providing or the information obtained from the Internet. Brookhaven Innovation Academy will not be responsible for any damages suffered while using the Internet. This includes but may not be limited to loss of data, delays or delivery failures or service interruptions caused by technical problems or by human error. Employees assume all responsibility and risk associated with the use of any general, copyrighted, prohibited, or other information obtained via the Internet.
- **Username, Account ID, Account Numbers, and Password:** Usernames, account numbers, account ID and passwords issued to staff members must remain confidential. Any staff member violating this policy will be subject to disciplinary action.

- **Independent Navigation of the Internet by Faculty and Staff:** Employees are encouraged to explore World Wide Web resources that are specifically related to the performance of their job. Downloading, uploading, saving, and/or printing files and images containing content that is inappropriate for a K-12 environment and/or professional business setting, is prohibited. Employees are expected to employ professional judgement in the determination of inappropriate content and poor judgement in this respect represents a basis for disciplinary action.
- **Independent Navigation of the Internet by Students:** Independent navigation of the Internet by students requires teacher consent, the student's signature, and parental permission granted via the Student Technology Use Agreement Form. Although it may be possible for a student to access the Internet without authorization or permission, Brookhaven Innovation Academy, its teachers, administrators, and staff will always strive to maintain appropriate levels of supervision of Internet use by students. Students are not permitted to search for, download, or print any objectionable, vulgar, or offensive material. Unsupervised participation in group discussion chats or in new groups is not permitted. The Student Technology Use Agreement Form should be maintained by the school and should be verified prior to assigning independent research on the Internet.
- **Harassment-free Workplace:** Brookhaven Innovation Academy strives to maintain a workplace that is free of harassment and that is sensitive to the diversity of its employees. Therefore, Brookhaven Innovation Academy prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or disrespectful of others.
- **No Solicitation:** E-mail may not be used to solicit others for commercial venture, religious or political causes or other non-business matters.

Employee Guidelines for Installation of Personal Software

- **Installing Personal Software:** Teachers may install legally obtained and licensed software on their classroom computer(s). Shareware and Freeware can be used in the classroom. Any and all software must be age appropriate for the students served in that classroom.
- **Virus Protection:** Brookhaven Innovation Academy is not responsible for any damage to machines or programs resulting from the exchange or importation of infected programs or files.
- **Computer Games:** Playing computer games during the workday is prohibited. Installation of computer games with an Entertainment Software Ratings Board ("ESRB") Game of Rating Teen ("T"), Mature 17+ ("M") or Adult Only ("A") are prohibited.

Attendance and Punctuality

Being at work, on time, every day is crucial to the efficient performance of employee duties. To succeed as a team and to set the proper examples for students and co-workers, employees must be present for work as scheduled.

The School realizes that sometimes circumstance do arise which make being absent or late for work unavoidable. However, these circumstances must be kept to a minimum and the employee's supervisor should be informed of an unavoidable absence or lateness as soon as practicable but no later than four hours prior to the employee's originally scheduled start time.

Poor attendance, unreported absences or lateness, and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment.

Notification of Absence Due to Personal Illness

A teacher absent from school due to personal illness will text or call designated school staff by 6:30 a.m. the morning of the absence (or preferably the previous evening). It is not always possible to secure a substitute unless notification is prompt.

Teachers need to be certain that lesson plans and class rolls are available and can be easily located. The absence of these items can create problems for the substitute teacher. A separate substitute file discussing any special information (or students with special health needs) should be available in the school administrative office.

Full time teachers may be called on at any time to substitute for an absent teacher. All arrangements to secure a substitute will be made through the Head of School's office. At no time should a teacher make his/her own arrangements for a substitute.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the professional image Brookhaven Innovation Academy presents to its students, parents, clients, and visitors.

During business hours, employees are expected to present a clean and neat appearance. Employees who appear for work inappropriately dressed will be sent home and a leave day will be deducted from their current leave balance. A second violation of this policy will result in termination. Physical Education teachers and coaches may be attired in shorts, t-shirts, and sneakers during physical activity classes and sports practices. Staff members may not wear jeans to work.

Use of Equipment

Equipment essential in accomplishing job duties is expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instruction, safety standards, and guidelines.

Supervisors or appropriate department personnel should be notified if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Use of Phone and Mail Systems

Personal Use of School telephones or School or personal cellular phones for outgoing calls, including local calls, will be limited to emergency calls only during hours. Employees will be required to reimburse the School for any charges resulting from emergency use of the telephone or from any other personal use of School phones and/or School cellular phones. Personal cellular phones may be used for personal outgoing calls during the employee's lunchtime only. Long distance calls made on School telephones or School cellular telephones are not permitted at any time.

The mail system is reserved for business purposes only. The use of Brookhaven Innovation Academy paid postage for personal correspondence is not permitted. Employees are prohibited from sending or receiving personal mail at the workplace.

To ensure effective telephone communications, employees should always speak in a courteous and professional manner. Employees should confirm information received from the caller, and hang up only after the caller has done so.

Smoking and Tobacco Use

In keeping with Brookhaven Innovation Academy's intent to provide a safe and healthy work environment, smoking, and/or tobacco use of any kind is prohibited anywhere on school grounds, both indoors and outdoors.

This policy applies equally to all employees, students, and visitors.

Environmental and Energy Awareness

Brookhaven Innovation Academy supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures.

Brookhaven Innovation Academy encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as, networking or communicating via E-mail two-sided photocopying, reusing packaging material, turning off lights and air-conditioners when not in use and reusing folders and binders.

Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt school operations. In extreme cases, these circumstances may require the closing of a work facility. When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. In the event a facility is required to be closed for a period that exceeds one day, administration will determine compensation. Employees in essential operations may be asked to work on a day when operations are officially closed. Employees will be notified via e-mail of emergency closings and duties to report to work in the manner specified by the Head of School.

Teacher Meetings

Teachers will attend all professional meetings called by the Head of School. Should the Head of School cancel classes for the purpose of teacher development, conferences, or workshops, it is mandatory for all teachers to report to the meeting and remain in attendance until dismissed.

Scheduling Activities During the School Day

Attending class is the most important activity a student or teacher can participate in at Brookhaven Innovation Academy, and conflicts should be kept to a minimum. However, when a planned activity will conflict with class time, a teacher must request permission and receive approval from the Head of School before scheduling any field trip, athletic event, or other activity where there is a loss of classroom time for students and/or teachers. No teacher, sponsor, or coach is to schedule activities that interfere with class time without first receiving permission from Brookhaven Innovation Academy Head of School.

A complete transportation plan or plan for using parent volunteer transportation must be submitted to the Head of School for approval at least one week in advance of the activity date. No transportation plans are to be carried out without the consent of the Head of School.

Business Travel Guidelines

It is the policy of Brookhaven Innovation Academy to reimburse employees for reasonable expenses incurred while on official business for the School. Costs for travel should be incurred in accordance with the following BIA policies.

When travel is completed, employees must submit completed expense reports within ten days. Receipts for all individual expenses should accompany reports. The employee should always maintain a copy of the expense report in their files. Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, constitute grounds for disciplinary action, up to and including termination of employment.

Transportation: Flying or Driving

Air travel requires approval from the Board of Directors. Every attempt should be made to make travel arrangements at least seven (7) days in advance to take advantage of reduced airfares. Reservations for employee air travel must be made by the Head of School with the most cost effective airline without regard to incentives or memberships the employee may have.

Automobile miles should be planned and managed to maximize efficiency and minimize expense. Mileage is reimbursed by the School at rates comparable to current IRS mileage guidelines.

Hotel Expenses

Employees should stay in safe hotels that offer State employee discounts. Any hotel in excess of \$150.00 (one hundred fifty dollars) per night must be approved in advance by the Head of School. Movies, laundry, dry cleaning, personal items, room service, and bar charges are the responsibility of the employee and will not be reimbursed. Hotel expenses should be charged to a personal credit card and submitted on an expense report for reimbursement.

Meals

Meal expenses are based on a per diem rate of \$27.00, including tips. Suggested meal costs to meet this per diem are breakfast - \$5.00; Lunch - \$7.00; Dinner - \$15.00. Alcoholic beverages are not reimbursable for any reason. As a condition of reimbursement, the employee must submit printed original itemized receipts with the items purchased, the date, the name, and address of the restaurant are required. If the employee pays for additional persons, the back of the receipt must list the individuals' names and the purpose of the function. Tab receipts are not reimbursable. Tips exceeding 20% of the bill will not be reimbursed.

Accidents While Traveling

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor.

Visitors in the Workplace

To provide for the safety and security of students, employees, and the facilities at Brookhaven Innovation Academy, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protect students and faculty, guards against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

In the interest of maintaining safety and security, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area.

Upon entering a Brookhaven Innovation Academy facility all visitors should report to the reception desk. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on Brookhaven Innovation Academy's premises, employees should immediately notify the Head of School or, if necessary, escort the individual to the reception desk. In the event that an unauthorized individual presents a threat to the safety of any individual, employees should contact 9-1-1 immediately and then, as soon as is reasonably possible, report the incident to the Head of School.

Safety

Brookhaven Innovation Academy provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and, when applicable, initiate insurance and workers' compensation benefits procedures.

Gifts and Gratuities

Brookhaven Innovation Academy employees may not accept gifts, entertainment, favors, or other types of gratuities from competitors, parents, students, clients, or suppliers other than promotional or other items of any value. Employees may, however, accept items of insignificant value as holiday gifts and end of year gifts from students and parents.

Employees may not use their position to obtain favorable pricing on personal purchases. Any offers of gifts or special favors of a personal nature are to be reported to the employee's supervisor.

Personnel Files

Every employee has a personnel record on file. The employee personnel file is a record of employment with the School and it is important that it be kept up to date. Employees must promptly notify the Head of School, in writing (via e-mail or fax), of any changes in:

- Name
- Telephone number
- Children's names

- Beneficiary
- Changes in family status
- Address
- Emergency contact information
- Number of dependents
- Educational accomplishments

Personnel files are the property of Brookhaven Innovation Academy, and access to the information they contain is restricted. Only supervisors or management personnel of the School who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Head of School. With reasonable advance notice, employees may review their own personnel files in the School's offices and in the presence of an individual appointed by Brookhaven Innovation Academy to maintain the files.

Return of Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all School property immediately upon request or upon termination of employment.

Where permitted by applicable laws, Brookhaven Innovation Academy may withhold the cost of any items that are not returned when required from the employee's check or final paycheck. Brookhaven Innovation Academy may also take all action deemed appropriate to recover or protect its property.

Solicitation

In an effort to assure a productive and harmonious work environment, persons not employed by Brookhaven Innovation Academy may not solicit or distribute literature in the workplace at any time for any purpose.

Employees may not solicit or distribute literature concerning these activities during work time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Examples of prohibited forms of solicitation include the collection of money, goods, or gifts for:

- Community groups
- Religious groups
- Political groups
- Charitable groups
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The circulation of petitions
- The distribution of literature not approved by the employer

- The solicitation of memberships, fees, or dues

Notifications

In addition, the posting of written solicitations on school bulletin boards is restricted. Bulletin boards display important information and employees should consult them frequently for:

- Employee announcements
- Job openings
- Payday notice
- State disability insurance/unemployment insurance information
- Workers' compensation insurance information
- Organizational announcements

If employees have a message of interest to the workplace, they may submit it to their supervisor or Head of School for approval.

Section 4 – Your Benefits

Brookhaven Innovation Academy provides eligible employees with a variety of benefits in addition to compensation. All questions or requests for additional information regarding these benefits should be directed to the School's benefits administrator.

Major Medical / Dental Insurance

All eligible employees may participate in the Brookhaven Innovation Academy group medical plan.

Eligibility

Eligible employees are able to participate in the plan on the first of the month after completing 30 days of service as a regular full time employee. Brookhaven Innovation Academy contributes a generous portion of the cost of the employee's insurance. Dependent insurance is available at an additional cost. An employee may enroll in the medical plan when they are first eligible (as stated above) or they may enroll during "open enrollment" which occurs on an annual basis during the insurance open enrollment period. In some instances, i.e. if a spouse loses medical coverage, the employee may be able to enroll in Brookhaven Innovation Academy's plan at a time other than "open enrollment." To qualify under these conditions, enrollment must be requested within 30 days of the event.

For further information, consult the policy declarations and terms contained in distributed employee insurance literature.

Benefits Continuation (Cobra)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the School's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Brookhaven Innovation Academy's group rates plus an administration fee. The School provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Brookhaven Innovation Academy's health insurance plan. The notice contains important information about the employee's rights and obligations.

Teacher Retirement System of Georgia (Retirement/Pension)

In accordance with Georgia law, all personnel employed in a permanent status position not less than half-time by a TRS reporting employer will be enrolled in TRS. TRS reporting employers include local boards of education, charter schools, universities and colleges, technical colleges, Board of Regents, county and regional libraries, RESA's, and certain State of Georgia agencies.

Exceptions to TRS membership include employees required to participate in another Georgia retirement plan (i.e. PSERS, ERS), employees who may elect the Board of Regents Optional Retirement Plan in lieu of TRS membership, and employees who are granted the option of membership based on their employment with Department of Education or Technical College System of Georgia.

Temporary, less than half-time, and private school employees are not eligible for TRS membership.

Section 125 Plan

Brookhaven Innovation Academy has initiated a Section 125 plan that allows the employee to have premiums for selected benefits deducted from their paycheck. Selected coverages are offered on a pre-tax basis, which represents an advantage to the employee by reducing their taxable wages, however, Social Security benefits may be slightly reduced as a result of this election.

The Section 125 Plan also stipulates that the employee can increase or decrease coverage on open enrollment periods. However, the employee cannot withdraw from a program at other times except under limited circumstances.

Workers' Compensation Insurance

Workers' Compensation is a form of insurance providing wage replacement and medical benefits to employees injured in the course of employment. Without exception, all work-related accidents or injuries must immediately be reported to their supervisory, regardless of whether the accident occurred on or off school premises. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Once reported, the employee should complete an incident report. Time is of the essence. Any delay on the employee's part in reporting the accident or submitting any forms awaiting signatures or additional information could result in difficulty and delay in processing the employee's claim. The employee must submit whatever information he or she has immediately.

If the injury requires a doctor's care, then the employee must see one of the doctors provided through BIA's Workers' Compensation Provider List. The employee must adhere to all doctor's orders and must comply with all Workers' Compensation directives. The employee must provide a copy of all documentation related to the injury.

All Workers' Compensation claims will be paid directly to employees, and employees are expected to return to work immediately upon release by their doctor.

Neither the School nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Brookhaven Innovation Academy.

Types of Duties and Leaves

School Holidays

Eligible employees should consult the school calendar for a list of paid holidays.

Jury Duty

In accordance with Georgia law, employees summoned for jury duty will be allowed the necessary time off from work to perform this civic responsibility. Employees must provide the Head of School at least 15 days advance notice. Regular full-time or part-time employees who are summoned to jury duty are granted necessary time off without effective loss of regular pay or fringe benefits. All other employees will be granted necessary time off but will not be paid by the School. Accrual for benefits calculations (such as vacation, sick leave, or holiday benefits) will not be affected during jury duty absence.

The School will continue to provide health insurance benefits for the full term of the jury duty absence. Benefit accruals, such as vacation, sick/personal time off, and holiday benefits, will continue to accrue during jury duty leave.

Witness Duty

Brookhaven Innovation Academy supports employees who must appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by Brookhaven Innovation Academy, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of three (3) days of paid time off to appear in court as a witness at the request of a party other than Brookhaven Innovation Academy. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (such as vacation leave) to receive compensation for any additional days that may be necessary. The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Bereavement Leave

When a death occurs in an employee's immediate family, an employee may be granted a leave of absence with pay, not to exceed three days, for the purpose of attending or making arrangements for the funeral of an immediate family member. Leave granted for these purposes will not be counted against an employee's accrued leave; however, an employ may use his or her accrued leave to attend the funeral of a person not included in the definition of immediate family member.

Brookhaven Innovation Academy defines "immediate family" as the employee's spouse, partner, parent, child, stepchild, sibling, mother/father-in-law, brother/sister-in-law, daughter/son-in-law, grandparents, or grandchildren.

An employee who wishes to use bereavement leave must notify the Head of School as soon as is practicable. BIA, in its discretion, may also require the employee to provide documentation verifying the family member's death, which may include, but is not limited to, a copy of the death certificate and/or an obituary notice stating the employee's relationship to the deceased.

Family and Medical Leave

Under the federal Family Medical Leave Act of 1993 (FMLA) as amended, employees who have worked for the School for the at least 12 months and a total of 1,250 hours may be eligible for up to 12 weeks of unpaid leave within a 12 month period for the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, child, or parent who has a serious health condition;
- Due to the employee's own serious health condition that makes the employee unable to perform the functions of the his or her job;
- For any qualifying exigency arising out of the fact that a spouse, child, or parent is a military member on covered active duty or called to covered active duty status; or
- To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

The employee must provide 30 days advance notice, or as soon as practicable, of the need to take FMLA leave as well as sufficient information for determining whether the leave qualifies for FMLA protection and the anticipated timing and duration of the leave. Employees may be required to provide documentation to support the need for leave. The School has posted notices of the FMLA in the Teacher Workroom. The information in those posters is incorporated into this policy by reference.

Subject to terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Brookhaven Innovation Academy for the full period of the family and medical leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work.

Benefit accruals, such as vacation, sick/personal leave, and holiday benefits will be suspended during the unpaid leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on FMLA leave is requested to provide Brookhaven Innovation Academy with at least two weeks advance notice of the date the employee intends to return to work. When family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified. If an employee fails to report to work promptly at the end of the approved leave period, Brookhaven Innovation Academy will assume that the employee has resigned.

Sabbaticals and Leaves of Absence

Brookhaven Innovation Academy may provide, at its own discretion, a sabbatical or leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations that are not covered under FMLA. Only regular, full-time employees who have worked for the School for a minimum of two consecutive years are eligible to request personal leave as described in this policy.

As soon as eligible employees become aware of the need for a sabbatical or leave of absence, they should request leave from the Head of School. A sabbatical or leave of absence may be granted for a period of up to 12 weeks within a 12 month period. With approval, an employee may take any available sick or vacation time as part of the approved sabbatical or leave of absence.

Requests for a sabbatical or leave of absence will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

When a sabbatical or leave of absence ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, Brookhaven Innovation Academy does not guarantee reinstatement.

If an employee fails to report to work promptly at the expiration of the approved leave period, the School will assume the employee has resigned.

Sick Leave

All school personnel will be granted fifteen days' absence during each school year without loss of salary for reasons of illness, quarantine, or serious illness of immediate family members. Employees who wish to use sick leave must notify their immediate supervisory

as soon as practicable so that arrangements can be made to cover the employee's duties in his or her absence.

Personal Leave

All full-time personnel may convert up to three days of sick leave to be used as personal days per year. Leave is not automatic or cumulative. Request forms must be obtained from the Head of School's office and should be filed with the Head of School at least one week in advance of the requested leave. An employee may not use the day immediately preceding or following a school holiday for personal leave unless special permission is obtained from the Head of School.

Necessary additional leave may be granted to an employee for absences due to other reasons, which are discussed with and approved by the Head of School.

Military Leave

Employees who are absent from work in order to attend an annual encampment in a recognized reserve branch of the armed forces of the United States will receive a paid leave of absence of up to a maximum of 18 days per federal fiscal year. Leaves for military service and reinstatement after performing military service will be provided in accordance with the requirements of state and federal law.

The federal Uniformed Services Employment and Reemployment Rights Act (USERRA), provides certain rights and protections to employees who voluntarily or involuntarily leave an employment position to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discrimination against past and present members of the uniformed services and applicants to the uniformed services.

New or Amended Benefits

From time to time, the School may change or add new paid or supplemental benefits to our employee package. We strive to make additions and improvements available to our employees on a regular basis and information about new programs will be given to employees as they become available. Employee feedback is always appreciated.

BROOKHAVEN INNOVATION ACADEMY
EMPLOYEE HANDBOOK ACKNOWLEDGEMENT OF RECEIPT & UNDERSTANDING

I hereby certify that I have read and fully understand the contents of this Employee Handbook. I also acknowledge that I have been given the opportunity to discuss any policies contained in this manual with a School official. I agree to abide by the policies set forth in this manual, and understand that compliance with BIA rules and regulations is necessary for continued employment. My signature below certifies my knowledge, acceptance, and adherence to the BIA policies, rules, and regulations.

I acknowledge that BIA reserves the right to modify or amend its policies at any time, without prior notice. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook and understand it is my responsibility to read and comply with the policies contained herein and any revisions that may follow.

Printed Employee Name _____

Signature _____ Date _____



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Consent

Action

Discussion

Information

Board Meeting Date: April 13, 2017

Title of Agenda Item: Grievance Policy

Submitted by: Laurie Kimbrel

Background and Summary:

It was noted in our SCSC compliance visit that BIA needs to adopt a GaDOE compliant grievance policy. The following policy has been reviewed our attorney. Adoption of this policy along with the Employee Handbook, which includes the staff grievance policy will bring us into required compliance.

Recommendation: Approve BIA grievance policy as required by SCSC and GaDOE.

Equal Opportunity and Non-Discrimination

It is always Brookhaven Innovation Academy's policy to provide equal opportunities without regard to race, color, gender, religion, national origin, disability, genetic information, or veteran status in its educational programs and activities. This includes, but is not limited to, admissions, educational services, access to facilities, financial aid, or employment. Inquiries regarding Brookhaven Innovation Academy's Equal Opportunity and Non-Discrimination policies, Title VI and Title VII of the Civil Rights Act of 1964, Title IX, Georgia Equity in Sports Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act may be referred to the school administrators.

If an individual feels they have been discriminated against or treated unfairly, he or she should immediately report concerns to the Head of School, teacher, counselor, or other school administrators. A formal complaint may be filed in accordance with the Student-Parent Grievance Process. Retaliation on account of filing a complaint at any level is strictly prohibited.

The following person has been designated to coordinate compliance efforts regarding the School's non-discrimination policies:

Dr. Laurie Kimbrel, Head of School
3159 Campus Drive
Norcross, GA 30071
(770) 538-1550

Student-Parent Grievance Process

The purpose of this grievance policy is to settle any complaint or grievance of a student enrolled in Brookhaven Innovation Academy for allegations of harassment, discrimination, or any other grievance for which a complaint or appeals process has not been defined elsewhere.

Level I – Informal Discussion

Students and parents are encouraged to seek resolution through an informal discussion with the appropriate school personnel prior to filing a formal complaint. If the grievance or complaint is related to classroom concerns, the student or parent should request a meeting with the teacher. Questions about appropriate school personnel in other matters should be directed to the Assistant Principal.

Level II – Formal Complaint

In the event that a satisfactory resolution cannot be reached through informal means, the aggrieved party must file a written complaint with the Head of School or his or her designee within 30 days of the alleged wrongful act or violation. The written complaint must, at a minimum, include the following information:

- The date(s) of the alleged wrongful action;
- The name(s) of the school employees and/or students allegedly involved in the wrongful act;
- A written statement detailing the specific allegations;
- The specific law or School policy allegedly violated;
- The names and contact information, if known, of any witnesses to the alleged wrongful acts;
- A clear statement of relief sought by the complainant.

Upon receipt of the written complaint, and any supporting documentation, the Administrator will determine the nature of the grievance and begin collecting all the relevant information and data. Following an investigation, the Administrator will make every effort to provide the complainant with a written decision within thirty (30) working days of the receipt of the complaint. If circumstances require additional time for investigation, then an update on the status of the investigation with the estimated time of completion shall be provided on this date.

Level III – Appeal

The original complainant may appeal this decision to the School's Board of Directors within ten (10) calendar days of receiving the written decision.

The appeal, which will be limited to the matter under review, must be filed, in writing, with the Chair of the Board and state the reasons for the appeal, including the specific reasons for dissatisfaction with the initial decision. If needed, the Board may request additional written information from the grievant and/or other persons involved with the complaint.

The Board shall review the facts and findings of the investigation and, if practicable, issue a written decision within thirty (30) working days of receiving the request for appeal. The decision of the Board will be final.



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Consent

Action

Discussion

Information

Board Meeting Date: April 13, 2017

Title of Agenda Item: Adoption of Instructional Materials - OdysseyWare

Submitted by: Laurie Kimbrel

Reviewed by Academic Committee on March 29, 2017.

Background and Summary:

The BIA charter states that "the school shall offer a blended-learning core curriculum personalized and individualized for each student via the Compass Learning curriculum". Concerns were identified with the Compass curriculum in the summer of 2016:

- Compass has no content for science or social studies.
- According to their own sales representatives, Compass was designed to be a remediation tool to be used no more than 30 minutes per day rather than a stand-alone curriculum.
- Content is presented in a game like format (gamification) rather than blended or "flipped" instruction format.

Despite these significant concerns, BIA leadership made the determination that it was far too close to the opening of school to conduct a comprehensive analysis of the materials and to systematically assess other options. Throughout the course of the year the concerns of staff regarding Compass learning grew to include:

- Inadequate professional development from Compass for teachers. Training was poorly planned and poorly delivered.

- Ongoing glitches in the system that forced students to repeat assignments and logged students out in the middle of assignments.
- System not conducive to customization by teachers for students.
- Upper grade students reported feeling that the presentation was immature and uninteresting.
- Several high achieving upper grade students completed all content in the entire system.
- Lower grade students quickly completing grade level content.

Given these concerns, in January, staff began to investigate alternatives to Compass to continue to meet the terms of our Charter with a better product. Three vendors whose products align with the NWEA MAP assessment were contacted and two responded. Demonstrations of two products were given to teacher leaders and it was clear that OdysseyWare was the best fit for our needs. Teachers were also given access to the system and assessed it using the attached grid.

Highlights of OdysseyWare:

- Provides a proven record of success supporting blended learning with a “flipped learning” format that is age appropriate for all BIA students.
- Real time progress monitoring and assessment.
- Teacher authoring tool allows teachers to create custom lessons and courses as well as upload their own teaching videos.
- Content is searchable by standard and can therefore also be used in small group instruction and PBL.
- Connects with NWEA MAP test and automatically creates a personalized learning path for each student that will then be reviewed and customized by the teacher.
- Full course content for grades 3-12 and supplemental material to support instruction in grades K-2.
- Provides full courses in high school math through Algebra II.
- Includes 80 CTE (Career and Technical Education) courses.
- Supports ELL students with translation tool.
- Includes test prep courses for a variety of standardized tests including ACT.
- Supports special education with testing accommodations.
- New content added every year including virtual science labs.

Fiscal Impact: \$30,750 for first year of implementation and \$17,250 for optional second and third year. Cost includes NWEA MAP test integration and one day of professional development for teachers.

Recommendation: Approval of OdysseyWare as instructional material for blended/personalized learning for 2017-2018.



300 N. McKemy Avenue, Chandler, AZ 85226

ORDER FORM

Date: 3/30/2017
Order Form Expiration Date: 4/29/2017

Education Consultant: Mike Kirksey
Email: mkirksey@odysseyware.com
Phone: 770-342-9114
Fax: 866-465-1954

Contract and Billing Info:
School: Brookhave Innovation Charter
Address: _____
Address: _____
Training Contact: _____
Email: _____
Phone: _____
Contact: Dr. Kimbrel
Phone: _____
Email: _____

Qty	PRODUCT & SERVICES	TERM START DATE	TERM END DATE	UNIT PRICE	LINE TOTAL
1	Year 1 - site license, 1 day of onsite training and 1 NWEA integration			\$ 30,750.00	\$ 30,750.00
	Year 2 - optional renewal - site license, 1 day of onsite training and 1 NWEA integration			\$ 17,250.00	\$ -
	Year 3 - optional renewal - site license, 1 day onsite training and 1 NWEA integration			\$ 17,250.00	\$ -
					\$ -
					\$ -
					\$ -

GRAND TOTAL

Subtotal \$ 30,750.00
Sales Tax 0.00%
\$ -
Total \$ 30,750.00

NOTES

Renewal of year 2 and year 3 is optional.

(TERMS AND CONDITIONS)

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby.

Signature: _____ Date: _____
Title: _____



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Consent

Action

Discussion

Information

Board Meeting Date: April 13, 2017

Title of Agenda Item: Adoption of Instructional Materials – Go Math published by Houghton Mifflin Harcourt

Submitted by: Laurie Kimbrel

Reviewed by Academic Committee on March 29, 2017.

Background and Summary:

One of the hallmarks of the BIA instructional approach is “personalized learning” that targets the learning to the needs and interests of every student. BIA achieves this personalization through the use of blended instruction, which combines on-line learning with tailored small group instruction delivered by a high quality teacher. The approach at BIA should not be confused with schools that offer primarily on-line instruction with only occasional interaction with a teacher. At BIA, students receive original instruction from teachers and then practice, extend and enhance that learning with on-line programs.

During the 16-17 school year, teachers used open source instructional materials in order to support their personalized small group math instruction. Although there are high quality materials available on-line, it is time consuming and often difficult to access exactly what is needed. In addition, we have incurred very high copying costs.

The greatest instructional materials need at this time at BIA is a comprehensive mathematics program that aligns with our mission of teaching students to solve real world problems using a

variety of strategies and resources. In January, our teachers began studying a variety of math programs and materials. We elected to preview both Singapore Math and Go Math. Teacher leaders and classroom teachers previewed and rated the materials. Go Math was by far the clear choice of our teachers.

Highlights of Go Math:

- Aligns with GA standards.
- Combines digital and student consumable resources (on line and workbooks).
- Focus on critical thinking, problem solving and application of math knowledge rather than using formulas without understanding why.
- Full suite of teacher resources including assessments, enrichment activities and remediation activities.
- Supported by research – Harvard Research Report shows significant improvement in student achievement when Go Math is used with fidelity.
- Includes a focus on the teaching of mathematical practices (Make sense of problems and persevere in solving them, reason abstractly and quantitatively, construct viable arguments and critique the reasoning of others, model with mathematics, use appropriate tools strategically attend to precision).
- Includes teacher professional development.
- Includes math manipulatives.

Fiscal Impact: \$23,814.39

Recommendation: Approval of Go Math instructional materials for grades 2-8 for 2017-2018 school year.



Houghton Mifflin Harcourt

Cost Proposal
Prepared For

Georgia Department Of Education Brookhaven Innovation Academy

3159 Campus Dr
Norcross GA 30071

For the Purchase of:

HMH GO MATH K-6 STA 2016

Prepared By
Caitlin Loudy
caitlin.loudy@hmhco.com

ATTN: This Proposal is not approved and is not valid



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Laurie Kimbrel

lkimbrel@biaschool.org

HMH Confidential and Proprietary

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhpub.com

Proposal Date: 2/27/2017

Proposal for

ATTN: This Proposal is not approved and is not valid

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
Grade 2				
	Standard Agnostic Hybrid Package			
		\$810.00	2	\$1,620.00
1635382	DRAFT HMH GoMath! Hybrid Classroom Package (StA) 2-Volume SE Print/1yr Digital Grade 2	\$117.50	1	\$117.50
1586558	DRAFT Go Math! Grab and Go Customized Manipulatives Kit Grade 2	\$311.00 ^c	1	\$311.00
1484284	DRAFT Go Math! Grab and Go Classroom Manipulative Kit Grade 2	\$24.80	10	\$248.00
1635468	SRP/TRP DRAFT HMH GoMath! Hybrid Student Resource Package (StA) 2-Volume SE Print w/1yr Digital Grade 2	\$190.00	1	\$190.00
1635494	DRAFT HMH GoMath! Hybrid Teacher Resource Package (StA) Print/1yr Digital Grade 2			\$2,486.50
Total for Standard Agnostic Hybrid Package				\$2,486.50

Total for Grade 2

Grade 3

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
Standard Agnostic Hybrid Package				
1586559	DRAFT Go Math! Grab and Go Customized Manipulatives Kit Grade 3	\$117.50	1	\$117.50
1484285	DRAFT Go Math! Grab and Go Classroom Manipulative Kit Grade 3	\$311.00 ^c	1	\$311.00
1635383	DRAFT HMH GoMath! Hybrid Classroom Package (StA) 2-Volume SE Print/1yr Digital Grade 3	\$810.00	2	\$1,620.00

Package Includes:
 Student Edition Set (StA) Grade 3 (25)
 Online Student Edition HTML (StA) 1-Year Grade 3 (25)
 Online Interactive Student Edition (StA) (Includes Personal Math Trainer) 1-Year Grade 3 (25)
 Styrene Mathboard Grade 3 (25)
 Getting Ready for High Stakes Assessments, Student Edition Grade 3
 Teacher Edition with Planning Guide (StA) Bundle Grade 3
 Teacher Digital Management Center (StA) 1-Year Grade 3
 English Language Activity Guide Teacher Edition Grades 3-6
 Strategic Intervention Teacher Guide Grade 3
 Chapter Resource Blackline Master Collection (StA) Grade 3
 Getting Ready for High Stakes Assessments, Teacher Edition Blackline Master Grade 3
 Grab And Go Differentiated Centers Kit Grade 3

1635467	SRP/TRP DRAFT HMH GoMath! Hybrid Student Resource Package (StA) 2-Volume SE Print w/1yr Digital Grade 3	\$24.80	10	\$248.00
---------	---	---------	----	----------

Package Includes:
 Student Edition Set (StA) Grade 3
 Online Student Edition HTML (StA) 1-Year Grade 3
 Online Interactive Student Edition (StA) (Includes Personal Math Trainer) 1-Year Grade 3
 Styrene Mathboard Grade 3

1635495	DRAFT HMH GoMath! Hybrid Teacher Resource Package (StA) Print/1yr Digital Grade 3	\$190.00	1	\$190.00
---------	---	----------	---	----------

Package Includes:
 Getting Ready for High Stakes Assessments, Student Edition Grade 3
 Teacher Edition with Planning Guide (StA) Bundle Grade 3
 Teacher Digital Management Center (StA) 1-Year Grade 3
 Strategic Intervention Teacher Guide Grade 3
 English Language Activity Guide Teacher Edition Grades 3-6
 Chapter Resource Blackline Master Collection (StA) Grade 3
 Getting Ready for High Stakes Assessments, Teacher Edition Blackline Master Grade 3
 Grab And Go Differentiated Centers Kit Grade 3

Total for Standard Agnostic Hybrid Package

\$2,486.50



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Laurie Kimbrel
 lkimbrel@biaschool.org

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmfpub.com

HMH Confidential and Proprietary

Please submit this form with your purchase or

Proposal Date: 2/27/2017

Proposal for

ATTN: This Proposal is not approved and is not valid

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
Total for Grade 3				\$2,486.50
Grade 4				
Standard Agnostic Hybrid Package				
1566560	DRAFT Go Math! Grab and Go Customized Manipulatives Kit Grade 4	\$117.50	1	\$117.50
1484286	DRAFT Go Math! Grab and Go Classroom Manipulative Kit Grade 4	\$311.00 ^c	1	\$311.00
1635384	DRAFT HMH GoMath! Hybrid Classroom Package (StA) 2-Volume SE Print/1yr Digital Grade 4	\$810.00	2	\$1,620.00
<p>Package Includes:</p> <ul style="list-style-type: none"> Student Edition Set (StA) Grade 4 (25) Online Student Edition HTML (StA) 1-Year Grade 4 (25) Online Interactive Student Edition (StA) (Includes Personal Math Trainer) 1-Year Grade 4 (25) Styrene Mathboard Grade 4 (25) Getting Ready for High Stakes Assessments, Student Edition Grade 4 Teacher Edition with Planning Guide (StA) Bundle Grade 4 Teacher Digital Management Center (StA) 1-Year Grade 4 English Language Activity Guide Teacher Edition Grades 3-6 Strategic Intervention Teacher Guide Grade 4 Chapter Resource Blackline Master Collection (StA) Grade 4 Getting Ready for High Stakes Assessments, Teacher Edition Blackline Master Grade 4 Grab And Go Differentiated Centers Kit Grade 4 				
1635468	SRP/TRP DRAFT HMH GoMath! Hybrid Student Resource Package (StA) 2-Volume SE Print w/1yr Digital Grade 4	\$24.80	10	\$248.00
<p>Package Includes:</p> <ul style="list-style-type: none"> Student Edition Set (StA) Grade 4 Online Student Edition HTML (StA) 1-Year Grade 4 Online Interactive Student Edition (StA) (Includes Personal Math Trainer) 1-Year Grade 4 Styrene Mathboard Grade 4 				
1635496	DRAFT HMH GoMath! Hybrid Teacher Resource Package (StA) Print/1yr Digital Grade 4	\$190.00	1	\$190.00
<p>Package Includes:</p> <ul style="list-style-type: none"> Getting Ready for High Stakes Assessments, Student Edition Grade 4 Teacher Edition with Planning Guide (StA) Bundle Grade 4 Teacher Digital Management Center (StA) 1-Year Grade 4 Strategic Intervention Teacher Guide Grade 4 English Language Activity Guide Teacher Edition Grades 3-6 Chapter Resource Blackline Master Collection (StA) Grade 4 Getting Ready for High Stakes Assessments, Teacher Edition Blackline Master Grade 4 Grab And Go Differentiated Centers Kit Grade 4 				
Total for Standard Agnostic Hybrid Package				\$2,486.50
Total for Grade 4				\$2,486.50
Grade 5				
Standard Agnostic Hybrid Package				
1566561	DRAFT Go Math! Grab and Go Customized Manipulatives Kit Grade 5	\$117.50	1	\$117.50
1484287	DRAFT Go Math! Grab and Go Classroom Manipulative Kit Grade 5	\$311.00 ^c	1	\$311.00



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Laurie Kimbrel
 lkimbrel@biaschool.org

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmhpub.com

HMH Confidential and Proprietary

Please submit this form with your purchase order

Proposal Date: 2/27/2017

Proposal for

ATTN: This Proposal is not approved and is not valid

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
Grade 5 1635385 DRAFT	HMH GoMath Hybrid Classroom Package (StA) 2-Volume SE Print/1yr Digital Grade 5	\$810.00	2	\$1,620.00
<i>Package Includes:</i> Student Edition Set (StA) Grade 5 (25) Online Student Edition HTML (StA) 1-Year Grade 5 (25) Online Interactive Student Edition (StA) (Includes Personal Math Trainer) 1-Year Grade 5 (25) Styrene Mathboard Grade 5-6 (25) Getting Ready for High Stakes Assessments, Student Edition Grade 5 Teacher Edition with Planning Guide (StA) Bundle Grade 5 Teacher Digital Management Center (StA) 1-Year Grade 5 English Language Activity Guide Teacher Edition Grades 3-6 Strategic Intervention Teacher Guide Grade 5 Chapter Resource Blackline Master Collection (StA) Grade 5 Getting Ready for High Stakes Assessments, Teacher Edition Blackline Master Grade 5 Grab And Go Differentiated Centers Kit Grade 5				
1635469 DRAFT	HMH GoMath Hybrid Student Resource Package (StA) 2-Volume SE Print w/1yr Digital Grade 5	\$24.80	10	\$248.00
<i>Package Includes:</i> Student Edition Set (StA) Grade 5 Online Student Edition HTML (StA) 1-Year Grade 5 Online Interactive Student Edition (StA) (Includes Personal Math Trainer) 1-Year Grade 5 Styrene Mathboard Grade 5-6				
1635497 DRAFT	HMH GoMath Hybrid Teacher Resource Package (StA) Print/1yr Digital Grade 5	\$190.00	1	\$190.00
<i>Package Includes:</i> Getting Ready for High Stakes Assessments, Student Edition Grade 5 Teacher Edition with Planning Guide (StA) Bundle Grade 5 Teacher Digital Management Center (StA) 1-Year Grade 5 Strategic Intervention Teacher Guide Grade 5 English Language Activity Guide Teacher Edition Grades 3-6 Chapter Resource Blackline Master Collection (StA) Grade 5 Getting Ready for High Stakes Assessments, Teacher Edition Blackline Master Grade 5 Grab And Go Differentiated Centers Kit Grade 5				
Total for Standard Agnostic Hybrid Package				\$2,486.50
Total for Grade 5				\$2,486.50
Grade 6				
Enhanced Standard Agnostic Hybrid Package				
1655092 DRAFT	Go Math 2016 askHMH Individual 1 Year Grade 6-8	\$90.00	57	\$5,130.00
1637660 DRAFT	GoMath Hybrid Student Resource Package (StA) Print w/1yr Digital Grade 6	\$29.05	60	\$1,743.00
<i>Package Includes:</i> Student Interactive Worktext (StA) Grade 6 Online Student Edition with Personal Math Trainer 1-Year Access Grade 6				



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Laurie Kimbrel
 lkimbrel@biaschool.org

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmhpub.com

HMH Confidential and Proprietary

Please submit this form with your purchase order

Proposal Date: 2/27/2017

Proposal for

ATTN: This Proposal is not approved and is not valid

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
Grade 6 1637672 DRAFT	GoMath! Teacher Resource Package Enhanced (StA) Print/1yr Digital Grade 6	\$167.80	2	\$335.60
Package Includes: Getting Ready for High Stakes Assessment Workbook (StA) Grade 6 Teacher Edition Grade 6 Teacher Resource Management Center (StA) 1-Year Access Grade 6 Differentiated Instruction Resource with Answers Grade 6 Assessment Resource with Answers Grade 6 Solutions Key Grade 6				
Total for Enhanced Standard Agnostic Hybrid Package				\$7,208.60
Total for Grade 6				\$7,208.60
Grade 7 1637637 DRAFT	GoMath! Hybrid Classroom Package Enhanced (StA) Print w/1yr Digital 75 Stu Grade 7	\$2,347.45	1	\$2,347.45
Package Includes: Student Interactive Worktext (StA) Grade 7 (75) Online Student Edition with Personal Math Trainer 1-Year Access Grade 7 (75) Getting Ready for High Stakes Assessment Workbook (StA) Grade 7 Teacher Edition Grade 7 Teacher Resource Management Center (StA) 1-Year Access Grade 7 Differentiated Instruction Resource with Answers Grade 7 Assessment Resource with Answers Grade 7 Solutions Key Grade 7				
Total for Enhanced Standard Agnostic Hybrid Package				\$1,743.00
SRP/TRP 1637661 DRAFT	GoMath! Hybrid Student Resource Package (StA) Print w/1yr Digital Grade 7	\$29.05	60	\$1,743.00
Package Includes: Student Interactive Worktext (StA) Grade 7 Online Student Edition with Personal Math Trainer 1-Year Access Grade 7				
1637673 DRAFT	GoMath! Teacher Resource Package Enhanced (StA) Print/1yr Digital Grade 7	\$167.80	2	\$335.60
Package Includes: Getting Ready for High Stakes Assessment Workbook (StA) Grade 7 Teacher Edition Grade 7 Teacher Resource Management Center (StA) 1-Year Access Grade 7 Differentiated Instruction Resource with Answers Grade 7 Assessment Resource with Answers Grade 7 Solutions Key Grade 7				
Total for Enhanced Standard Agnostic Hybrid Package				\$4,426.05
Total for Grade 7				\$4,426.05
Grade 8 1637662 DRAFT	GoMath! Hybrid Student Resource Package (StA) Print w/1yr Digital Grade 8	\$29.05	10	\$290.50
Package Includes: Student Interactive Worktext (StA) Grade 8 Online Student Edition with Personal Math Trainer 1-Year Access Grade 8				



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Laurie Kimbrel
 lkimbrel@biaschool.org

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmcpub.com

HMH Confidential and Proprietary

Please submit this form with your purchase order

Proposal Date: 2/27/2017

Proposal for

ATTN: This Proposal is not approved and is not valid

ISBN	Title	Sale Price	Purchase	
			Quantity	Amount
<u>Grade 8</u> 1637674	DRAFT GoMath! Teacher Resource Package Enhanced (StA) Print/1yr Digital Grade 8	\$167.80	1	\$167.80
Package Includes: Getting Ready for High Stakes Assessment Workbook (StA) Grade 8 Teacher Edition Grade 8 Teacher Resource Management Center (StA) 1-Year Access Grade 8 Differentiated Instruction Resource with Answers Grade 8 Assessment Resource with Answers Grade 8 Solutions Key Grade 8				\$458.30
Total for Enhanced Standard Agnostic Hybrid Package				\$458.30
Total for Grade 8				

HMH Professional Services

Getting Started				
1655038	DRAFT	Go Math 2016 Getting Started Full Day Grade K-6 In Person		\$2,950.00
Participants engage in a variety of hands-on experiences to learn about their program's organization, design, and support resources. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing the HMH program in their respective learning environments.				
Learning Outcomes: • Enrich daily instruction by applying knowledge of HMH program organization and pedagogy • Support differentiation, assessment, and effective whole and small group instruction using HMH program resources and instructional tools • Enhance instructional delivery and student learning using HMH technology				
1655040	DRAFT	Go Math 2016 Getting Started 2 Hour Grade K-6 Webinar		\$800.00
Designed specifically for district/school leaders and Math coaches and mentors, clients gain knowledge of the program's organization, lesson design, and support resources. The goal is to build deeper understanding of the program's alignment to standards as well as identify key teacher and student behaviors to observe in their learning environments.				
Learning Outcomes • Recognize program alignment to national standards • Understand program organization and resources that support differentiation, assessment, and effective whole and small group instruction • Identify teacher and student behaviors when observing HMH classroom implementation/delivery that positively impact student achievement				
Total for Getting Started				
Total for HMH Professional Services				

Proposal Summary

Subtotal Purchase Amount: \$22,038.95
 Shipping & Handling (10.50%): \$1,775.44
Total Cost of Proposal (PO Amount): \$23,814.39



Houghton Mifflin Harcourt

C = Contract Price
 Attention:
 Laurie Kimbrel
 lkimbrel@biaschool.org

HMH Confidential and Proprietary

Customer Experience
 9205 South Park Center Loop
 Orlando, FL 32819
 FAX: 800-269-5232
 k12orders@hmhpub.com

Please submit this form with your purchase order

Proposal Date: 2/27/2017

Expiration Date: 4/28/2017

Proposal for

ATTN: This Proposal is not approved and is not valid

Total Cost of Proposal (PO Amount): \$ 23,814.39

This is a cost proposal only.

This cost proposal is subject to HMH's Standard Terms and Conditions ("Ts & Cs") below:

<http://www.hmhco.com/common/terms-conditions>

Ts & Cs are also found on HMH invoices.

HMH reserves the right to modify its Ts & Cs from time to time and agrees to notify you prior to such modifications becoming effective.

Proposal Expiration Date: 4/28/2017

Date of Proposal: 2/27/2017



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

C = Contract Price

Attention:

Laurie Kimbrel

lkimbrel@biaschool.org

HMH Confidential and Proprietary

Customer Experience
9205 South Park Center Loop
Orlando, FL 32819

FAX: 800-269-5232

k12orders@hnhpub.com

Please submit this form with your purchase order



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Consent

Action

Discussion

Information

Board Meeting Date: April 13, 2017

Title of Agenda Item: Champions After School Program Contract

Submitted by: Laurie Kimbrel

Background and Summary:

In order to open BIA, we quickly set up an after school program for the 2016-2017 school year and hired staff directly. The purpose of the program was to provide safe care for students from 3:30 pm through 6:00 pm. The program began with approximately 100 students and has now dropped to about 15-20 students, depending on the day of the week.

Although the program meets the goal of supervised care, BIA leadership would like to propose a program that closely aligns with the mission of our school. Given our limitations with staff and resources, we have determined that the best course of action will be to work with an experienced vendor to provide an after school program that includes high quality educational experiences for participants.

Champions has had more than 25 years experience partnering with schools and parents to create more than 470 before- and after-school and year-round learning environments. A member of the KinderCare Education family of brands, Champions is backed by the resources and expertise of one of the world's largest education companies. KinderCare Education serves 200,000 children in 39 states, and Champions specifically serves more than 19,000 of those children in 16 states and Washington, D.C.

The Champions program includes a curriculum that focuses on six development domains:

- Character Development
- Community
- Creative Expression
- Executive Function
- Inquiry-Based Learning
- Literacy

In addition, children have time every day to explore their own interests in areas like Creative Arts, the Library, Math and Construction, Puzzles and Games, and Science.

- Creative Arts: An area where children can express themselves through drama, drawing, painting, poetry, and more.
- Library: A bookworm's paradise where children can find inspiration and endless adventure.
- Math and Construction: A place where children can solve math problems and puzzles, or build bridges, towers, machines, and more using real-life math concepts.
- Puzzles and Games: An activity area that features group games, challenging brainteasers, and puzzles.
- Science: An area where children can experiment, explore, and discover the secrets of the scientific world.

In order to align with our mission, the BIA Champions program will also include 3 days per week of robotics and coding for all grades. Snack will also be served daily and Champions will work with the BIA food service provider to ensure that snacks are healthy and nutritious.

Fiscal Impact:

The contract includes a revenue share clause. Base revenue share of 3% of net revenue to be paid out monthly. If attendance meets or exceeds 75 average daily attendance, then revenue share will increase to 5% of net revenue to be paid out monthly.

In addition, staff members will receive a 50% discount and a 10% discount at Kindercare child care facilities for pre-school age children.

Recommendation: Approval the Champions Program contract as presented.

ENRICHMENT PROGRAM AGREEMENT

The following Enrichment Program Agreement ("Agreement") is Effective on the date as shown on the attached **Exhibit A** between **KCE Champions LLC** ("Champions") and the Brookhaven Innovation Academy, Inc. ("School") as shown on the attached **Exhibit A**.

The parties agree as follows:

I. RESPONSIBILITIES OF CHAMPIONS:

A. Champions will provide a Before and/or After School & Summer Enrichment Programs ("Program"). The specific Program sessions to be provided by Champions and the locations at which the parties agree such Program sessions shall be provided are set forth in attached **Exhibit A**.

B. Champions requires a pre-registered daily attendance of a minimum of 25 children per school in each Program session (i.e., Before School, After School, Kindergarten, Summer or Preschool). Tuition and fees charged by Champions for Program enrollment are set forth in **Exhibit A**. Champions, in its sole discretion, may increase the tuition and fees charged for its Program(s) at any time as necessitated by its business needs. Champions will operate the Program on regular school days, all conference days, school holidays and in the summer provided there is a minimum enrollment of 25 children in each Program session. If daily attendance in any session fails to meet these target levels at any time, Champions may choose to terminate the Program session or this Agreement with two (2) weeks' advance written notice. The Program will be closed on the following national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

C. Champions will comply with all applicable state and federal laws and regulations governing the Program. Champions further agrees to immediately apply for all necessary licenses in order to operate the Program. Champion's obtainment of all such licenses shall be a condition precedent to the parties' obligations under this Agreement. Once obtained, Champions agrees to maintain all such licenses for the duration of this Agreement.

D. Champions will comply with all applicable federal, state, and local laws concerning its employees.

E. Champions agrees to:

1. Provide all necessary curriculum, materials, and staffing, and management to operate the Program effectively.
2. Leave the Program location(s) in a neat and clean condition at the end of each Program session.
3. Maintain appropriate communication with the Principal at each Program location.

4. Maintain appropriate communication with families of enrolled children and provide a Parent Handbook.

5. Repair, replace, or reimburse School for any equipment, furniture or fixtures damaged by Champions in the course of its operation of the Program as mutually agreed by School and Champions on a case-by-case basis, except that Champions shall not be responsible for reasonable wear and tear, casualty, or acts of God.

II. RESPONSIBILITIES OF SCHOOL:

A. School will be responsible for and provide at its cost the following items:

1. A licensable space(s) sufficient to accommodate the Program. The licensable space(s) shall include a separate telephone line, which will be connected and utilized at Champions' expense. The specific space(s) agreed to by the parties are set forth in Exhibit A.

2. Furniture, fixtures, and equipment appropriate and sufficient for the Program including a minimum of 5 tables with appropriate seating.

3. Approximately 150 square feet of secure equipment storage space that is convenient to the Program location.

4. Safety equipment (including fire extinguishers) and building safety features required by state authorities.

5. Access to the gymnasium and outdoor playground, both of which must meet applicable licensing requirements.

6. Utilities including, but not limited to, heating, lighting, power, toilet facilities and supplies, and hot and cold water.

7. General cleaning and maintenance of the Program space including refuse removal.

8. Access to a facsimile and copy machine at each location at which Champions is to provide the Program.

9. Repair, replacement, or reimbursement to Champions for any Champions equipment or materials damaged by School in the course of its operations.

10. A completed and signed IRS form W-9, Request for Taxpayer Identification Number and Certification.

B. At Champions' request, School shall promptly provide to Champions copies of all current school floor plans and a copy of any documentation in School's possession required in order for Champions to obtain its childcare license and government agencies for each location at which

Champions is to provide a Program including, but not limited to: certificate of occupancy and fire, health and safety inspections including lead, asbestos, underground storage tanks, and other environmental or site testing results. The specific documentation required in the relevant jurisdiction is set forth in **Exhibit A**.

C. In the event that any governmental authority requires changes or repairs to School facilities as a condition of licensing or operating the Program, School shall be solely responsible for promptly making such changes or repairs at its own cost and expense. School has the option to terminate this Agreement or the Program session with 15 days' notice if it elects not to incur the cost of the repairs or changes.

D. School will make information regarding Champions' programs available to School families each year. School will also add Champions as a link to School's website and will provide Champions with guest access to School's WiFi or wireless network along with School IT support for potential network upgrades or issues in accessing Champions' Horizon applications through School's network.

III. INSURANCE. Each party shall list the other as an additional insured under the party's general commercial liability insurance policy(ies) and, upon request, shall furnish the other party with a certificate of insurance evidencing the liability insurance policy coverages as well as an additional insured endorsement.

IV. INDEMNITY.

A. School hereby indemnifies and holds Champions and Champions' affiliates and their respective nominees, officers, directors, agents, and employees harmless from and against any and all third party claims, demands, liabilities, and expenses, including reasonable attorneys' fees and litigation expenses, arising from the negligent acts or willful misconduct of School or its agents, employees, or contractors occurring on the Property. In the event any action or proceeding shall be brought against Champions by reason of any such claim, School shall defend the same at School's expense by counsel selected by Champions.

B. Champions hereby indemnifies and holds School, School's nominees, officers, directors, agents, employees, shareholders, successors and assigns harmless from and against any and all third party claims, demands, liabilities, and expenses including reasonable attorneys' fees and litigation expenses, arising from the negligent acts or willful misconduct of Champions or its agents, employees, or contractors occurring on the Property. In the event any action or proceeding shall be brought against School by reason of any such claim, Champions shall defend the same at Champions' expense by counsel selected by School.

V. TERM AND TERMINATION. The term of this Agreement will be as written on **Exhibit A** to this Agreement, as may be amended from time to time, unless:

A. If either party fails to comply with any material term or condition of this Agreement within 30 days after written notice specifying the nature of the failure with particularity; or

B. Either party terminates this Agreement or a specific Program session, with or without

cause, by giving ninety (90) days' advance written notice to the other; or

C. As otherwise permitted under the terms of this Agreement.

VI. MISCELLANEOUS.

A. Intellectual Property. School acknowledges it does not have any rights whatsoever in or to any trademarks, trade names, copyrights, names, logos or other intellectual property of Champions or its affiliated companies, and will not use or cause or allow others to use the same or any variations thereof without the prior express written permission of Champions. Champions reserves all rights to its intellectual property rights, past, present and future.

B. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL SCHOOL OR CHAMPIONS BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL UNDER THIS AGREEMENT, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, EXCEPT FOR: (i) DAMAGES OR LOSSES ARISING FROM THIRD PARTY INDEMNITY LIABILITY OR (ii) DAMAGES OR LOSSES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR RECKLESS CONDUCT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES, CLAIMS OR LOSSES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

C. Survival. The terms and conditions of Sections III, IV, V, and VI shall survive expiration or termination of this Agreement for any reason.

D. Personal Property. The parties agree that Champions is the sole owner of any equipment provided by Champions to operate the Program. Upon termination of this Agreement (for any reason), all such equipment shall remain the property of Champions and Champions shall have access to the School facilities for the purpose of removing the equipment.

E. Non-Compete. The parties agrees that, during the term of the Agreement and for a period of one year following its termination, for whatever reason, they will not directly or indirectly, individually or together with or through any other person, firm, corporation or entity: (1) hire an employee of the other party; or (2) approach, counsel or attempt to induce any person working for the other party to end his/her relationship with the other party or its affiliates in order to work for or associate with any other person, firm, corporation or entity.

F. Force Majeure. Neither party shall be liable for its failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by event of force majeure including, but not limited to, civil commotion, strike, lockout or other industrial dispute, acts of God, inability to obtain equipment, power, necessary governmental licenses or permits, materials or transportation, or any other circumstances beyond such party's reasonable control. Should such an event of force majeure continue for a commercially unreasonable period of time, this Agreement may then be terminated immediately upon written notice by either party.

G. Nondiscrimination. During the performance of this Agreement, Champions shall not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Champions will further fully comply with all provisions of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Executive Order 11246, as amended, and each and every other federal and state employment law, and regulations and orders issued pursuant thereto to the extent the same are applicable to its performance hereunder.

H. Notices. All notices provided pursuant to this Agreement shall be in writing, addressed to the recipient as shown on **Exhibit A**, and shall be (i) mailed, postage prepaid, certified or registered with return receipt requested, (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by facsimile or electronic transmission. Any notice (i) sent by mail, in person or by courier shall be deemed received when delivery is first attempted, and (ii) sent by facsimile or electronic transmission shall be deemed received when receipt has been confirmed either electronically or otherwise. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender.

I. Independent Contractor. Champions is, and shall remain at all times, an independent contractor with exclusive control of the Program, including but not limited to the selection of and hiring of Champions' employees, and not an agent, servant, or employee of School. Champions' engagement with School is limited solely to the operation of the Program. Neither party has the authority to act in any capacity on behalf of the other party. Champions shall be solely responsible for, and shall hold School harmless from, all matters relating to the payment of Champions' employees, including but not limited to compliance with F.I.C.A. and unemployment requirements.

J. Personnel. Champions represents and warrants that it has, or will secure at its own expense, all personnel required in performing Program and that Champions has conducted a complete criminal background check in accordance with federal and state law for all of its employees working at the School site or who will otherwise interact with School students.

K. Subcontracting and Assignment. Except as expressly authorized by School, Champions shall not delegate performance outside of its organization and is further prohibited from utilizing the services of any subcontractor in carrying out the Program listed herein, without the prior written consent of School. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles. The parties hereby agree that any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement or business relationship between the parties hereto shall be brought in federal or state court in Fulton County, Georgia. In any action arising from the alleged breach of this Agreement, or to enforce this Agreement, the final prevailing party will recover its reasonable attorneys' fees, costs and expenses.

M. Entire Agreement and Amendments. This Agreement reflects the entire agreement between the parties regarding the subject matter of this Agreement. No other previous agreement, statement or promise made by the parties hereto that is not contained in this Agreement shall be binding or valid with respect to the Program(s) being provided under this Agreement. Any modifications, amendments or changes to this Agreement must be in writing and signed by an authorized representative or officer of the parties.

N. Confidential Information. Champions acknowledges that during the Program, it might have access to, or be exposed to, confidential information of School which may include, but not be limited to: social security numbers, addresses, telephone numbers, files, correspondence, health or personal information. Generally speaking, all information that is not publicly available or in the public domain is considered "confidential." Champions acknowledges that disclosure of such Confidential Information could cause irreparable harm or damage to School or its students and expose School to penalties under state or federal law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. Champions agrees that it will keep confidential and not disclose any information acquired from School during the Program.

O. Binding Effect. This Agreement shall be binding upon the parties' successors and permitted assigns.

P. Headings. The Section headings used in this Agreement are solely for convenience of reference and are not to be construed or considered in interpreting the provisions of this Agreement.

Q. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement shall not be affected.

R. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

S. Representation of Counsel and Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either party.

T. Counterparts and Facsimile/Electronic Signatures. This Agreement may be executed in counterparts and delivered by facsimile or electronic transmission, each of which shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. Such counterparts taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives as of the Effective Date.

SCHOOL:

BROOKHAVEN INNOVATION ACADEMY

By: _____
Name: _____
Title: _____

CHAMPIONS:

KCE CHAMPIONS LLC

By: _____
Name: Dan Figurski
Title: Chief Operating Officer

EXHIBIT A – Effective Date March 30, 2017

1. **School Name:** Brookhaven Innovation Academy ("School")

2. **Term:**

- | |
|---|
| <p>a. This Exhibit A is made part of that certain Enrichment Program Agreement made Effective on March 30, 2017.</p> <p>b. This Exhibit A commences on the Effective Date and will continue thereafter between the parties from year to year at the locations and on the dates and for those Programs shown as to this Agreement.</p> |
|---|

3. The parties agree that Champions shall provide services for the Programs at the sites set forth below:

Site Location	Program	Hours of Operation
Brookhaven Innovation Academy 3159 Campus Drive Norcross, GA 30071	1. After School 2. Summer Camp	After School: 3:00pm – 6:00pm Summer: 7:00am – 6:00pm

Projected Program Start Date: August 2, 2017 [HOW WILL THIS WORK FOR 2017 SUMMER CAMP?]

Facility Use Terms: School shall provide Champions with access to the gymnasium, cafeteria, multipurpose room, or other appropriate spaces for the purpose of operating the Programs.

Tuition and Fees:

Champions' tuition is charged weekly. Registration fees are required upon initial enrollment and re-enrollment fees are to be paid after disenrollment but prior to returning to the Program. The grid below demonstrates Program offerings and weekly rates based on part-time and full-time utilization.

Program	1-3 Day Weekly Rate	4-5 Day Weekly Rate
After School Only	\$52.00	\$87.00

Program	Weekly Rate
Summer Camp	\$150.00

Other Fees:

Registration Fee: \$50.00 per child / \$75.00 per family
Winter Break / Spring Break Full Day Fee: \$30.00 per day
Drop-In Care: \$25.00 per day
In Service Day: \$15.00 additional

Discounts:

10% Multi-Child
10% Military
50% School Employees

Revenue Share:

Base revenue share of 3% of net revenue to be paid out monthly. If attendance meets or exceeds 75 average daily attendance, then revenue share will increase to 5% of net revenue to be paid out monthly. The scale is measured monthly.

Documents Required for Licensing: Fire Inspection; Certificate of Occupancy

Enrichment Programming to Include: 3D Printing; Ozobots; Cubelets

4. **Additional Client Provided Services:** N / A

5. **Addresses for Notice:**

School: Brookhaven Innovation Academy
3159 Campus Drive
Norcross, GA 30071
Phone: (770) 538-1550
Facsimile: _____
Attn: Dr. Laurie Kimbrel, Head of School

Champions: KCE Champions LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Phone: (503) 872-1300
Facsimile: (503) 736-1954
Attn: Chief Operating Officer - Champions

With a copy to: Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204
Phone: (503) 778-2100
Attn: KinderCare Education LLC Legal



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Discussion

Board Meeting Date: April 13, 2017

Title of Agenda Item: Multi Year Projection

Submitted by: Lori Parrish

Background and Summary:

Attached please find 1) Budget 2016-17 v.10, Projections 2017-18, 2018-19, and 2019-20
2) State Revenue Detail

The Board is being asked to review the Multi Year Projections as explained above. Assumptions for preparation were based upon the most current information available. Revenues for 2017-18 are based upon amounts provided by Ted Beck, Superintendent/Chief Financial Officer, Georgia Department of Education. The per student state revenue will increase 11.76%. Increased staffing needs have been accounted for as well as the approved salary increase for 2017-18.

No federal funds have been included in these projections. The school has accessed two federal programs for special education and staff development totaling approximately \$60,000. These amounts will be accounted for in the 2016-17 Version 11 Budget. Federal funds will be accounted for in the 2017-18 Version 1 Budget when the funding is certain.

Other amounts included in these projections are based on input from staff and Board Members. Next Steps are to return with 2016-17 Version 11 Budget at the May Board Meeting.

Fiscal Impact: As indicated.

Recommendation: Review and provide feedback.

BROOKHAVEN INNOVATION ACADEMY

Multi-Year Projection

Multi-year Projection	Budget 2016-17	Projected 2017-18	Projected 2018-19	Projected 2019-20
BEGINNING BALANCE	(112,001)	(216,517)	(0)	256,989
(+) REVENUES				
State Revenues	2,751,750	3,777,746	4,173,386	4,173,386
Local Revenues	247,000	305,000	305,000	305,000
TOTAL REVENUES	2,998,750	4,082,746	4,478,386	4,478,386
(-) EXPENDITURES				
Salaries	1,409,510	1,887,664	2,033,864	2,033,864
Employee Benefits	482,355	574,111	665,071	707,059
Professional and Tech Services	328,599	188,250	150,750	150,750
Property Services	493,378	516,808	664,500	664,500
Other Services	146,763	245,520	256,433	259,407
Supplies	109,183	217,000	241,000	241,000
Operating Expenses	133,478	236,877	209,778	209,778
TOTAL EXPENDITURES	3,103,266	3,866,229	4,221,397	4,266,358
Total Income/(Loss)	(104,516)	216,517	256,989	212,028
(=) ENDING BALANCE	(216,517)	(0)	256,989	469,017

BROOKHAVEN INNOVATION ACADEMY
Multi-Year Budget Projections Documentation
STATE REVENUE

	BUDGET 2016-17	PROJECTED 2017-18 480 Students	PROJECTED 2018-19 540 Students	PROJECTED 2019-20 540 Students
CHARTER COMMISSION REVENUE	\$ 2,751,750 (1)	378 Per State \$ 3,105,158	480 2017-18 \$ 3,777,746	540 2018-19 \$ 4,173,386
Plus:: 3 - 7th/8th Grade Classes		60 \$ 6,594	60 \$ 6,594	
Plus:: 42 Students (480-378)		42 \$ 6,594		
Sub Total State Revenue	<u>\$ 2,751,750</u>	<u>\$3,777,746</u>	<u>\$4,173,386</u>	<u>\$4,173,386</u>
# of Students	2016-17 378	2017-18 378		
QBE Earnings	1,283,101	1,435,208		
Health Insurance	-	294,840		
Staff Development	301	307		
Nurse Supplement	-	20,000		
Less: LFS	1,523,088	1,578,630		
Less: Austently	2,806,490	3,328,985		
Less: Charter Commission 2%	0	(128,606)		
	<u>(28,065)</u>	<u>(31,850)</u>		
	2,778,425 (1)	3,105,158		
Per Student	\$ 7,350.33	\$ 8,214.70		
% Increase		11.76%		

(1) These two numbers will agree when the 2016-17 v. 11 is completed.



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Consent

Action

Discussion

Information

Board Meeting Date: April 13, 2017

Title of Agenda Item: BIA Clubs and Sports for 2017-2018

Submitted by: Laurie Kimbrel

Background and Summary:

Clubs and sports are an aspect of public schools that allow students to explore interests outside of typical coursework. Our focus during the 2016-2017 school year was to create a solid instructional program and therefore, no extra-curricular options were available. In addition, during our Middle School focus group discussions, it was clear that parents and students would like opportunities for clubs and activities developed specifically for the needs of early adolescents.

The board generously approved \$10,000 in staff stipends for clubs and sports at the March meeting. The attachment is a draft of the activities that will be offered to our students during the 17-18 school year.

Fiscal Impact: \$10,000 for staff stipends for clubs and activities was approved as a part of the staffing plan at the March 2017 meeting.

Recommendation: No recommendation, discussion/information only.



**Clubs & Stipend Structure
2017-2018**

Club	Season	Meeting Time	Sponsor	Stipend
Cross Country – 4 th – 7 th grade	March - May	3:15 pm – 4:00pm, one day per week		\$500
MS Leadership Club – 6 th – 7 th grade	August - May	Lunch period, one day per week		\$750
Yearbook – 4 th – 7 th grade	September - May	7:00 am – 7:45 am, one day per week		\$750
Science Olympiad – 3 rd – 6 th grade	November - May	7:00 am – 7:45 am, one day per week		\$650
Math Team – 6 th – 7 th grade	September - May	Lunch period, one day per week		\$750
Dance – all grades	August - December	3:15pm – 4:00 pm, one day per week		\$650
Art Club – all grades	January - April	3:15 pm – 4:00 pm, one day per week		\$650
Chorus – no cut, all grades	August - December	7:00 am – 7:45 am, one day per week		\$650
Show Choir – audition, 4 th – 7 th grade	January - May	7:00 am – 7:45 am, one day per week		\$650
Soccer – 4 th – 7 th grade	August - October	3:15 pm – 4:00pm, one day per week		\$500
Basketball – 5 th – 7 th grade	November - January	3:15 pm – 4:00 pm, one day per week		\$500

Student Council – 3 rd – 7 th grade	August - May	7:00 am – 7:45 am, one day per week		\$750
Safety Patrol – 6 th – 7 th	August - May	Lunch – one day per week		\$750
School paper/broadcast club – 4 th – 7 th	August - May	7:00am – 7:45 am, one day per week		\$750
Lego League – 1 st – 3 rd	August – March One meeting per month	3:15 pm – 4:00pm		\$650