



Brookhaven Innovation Academy Board of Directors

AGENDA

Meeting: August 10, 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. July 6, 2017 Board Meeting
4. Head of School Report: Tracy Islam / Terri Potter
5. Committee Reports:
 - a. Academic Committee: Terri Potter on behalf of Kelly Mandy
 - b. Technology Committee: Andrew Hamilton
 - c. Facilities Committee: Adam Caskey
 - d. Finance Committee: Zennie Lynch
 - e. Fundraising Committee: Kevin Miller & Adam Caskey
6. New Business
 - a. Commercial Insurance Renewal - action
 - b. Kingsbridge Lease - action
 - c. 2016-17 Financial Reports
 - a. 2017-18 Version 1 Adopted Budget
 - b. Approval of New Board Member, Stephanie Cross – action
 - c. Articles of Incorporation Homes for Our Home – action
 - d. By laws of Homes for Our Home - action
7. Public Participation
8. Executive Session
 - a. Personnel
 - b. Real estate
9. Personnel – Action
10. Adjourn

Technology Report – August 2017

- Upgraded Comcast installed and configured – Confirmed 500 Mbps at switch
- Still seeing concurrency issues and have consultants investigating
- Approved additional Access Point purchase and install that may alleviate issue
- Additional student/teacher hardware installed
- Approved beta test of Google for Education and will make decision after test
- Additional phones installed and tested

FACILITIES COMMITTEE REPORT

- 1) Most furniture issues from last year resolved
- 2) We now have excess furniture that needs stored - Terri looking at options
- 3) Numerous items regarding permanent location to be discussed during Executive Session.



Academic Committee Meeting Minutes

July 25th 2017 3:00pm – 5:00pm

Brookhaven Innovation Academy – Conference Room

1. Welcome to new members – Mrs. Terri Potter and Mrs. Tracy Islam
2. Milestone score review
3rd - 6th grade – 2016-17 year
 - What does the data show us?
 - These scores have simply created a baseline of data. Comparing these scores to other schools really does not tell us anything as the other schools were not in their first year. The data next year will be much more informative as we will have this baseline data to compare it to.
 - The scores are varied but the student population is varied (ESL students, special education students) and there was a significant change in the make-up of the student population when the doors opened in the Fall of 2016
 - For example, math scores for ESL students may be misleadingly low if the questions were more linguistically complex
 - Teachers have noticed that many students last year were missing foundational skills and had significant gaps in learning they should have already had. Teachers spent a lot of the time last year repairing those gaps so that students could move forward.
 - Resources were limited last year which hampered scores in the long-run
 - For example: Compass turned out to be far more limited than originally thought, math curriculum was limited, reading library was minimal – these issues have been addressed as will be described below
 - Math data was lower than expected but steps have already been taken to improve the math curriculum:
 - Hired a certified math teacher who is going to provide professional development for other teachers
 - Go Math! will be implemented this year which allows for personalized learning as students can go up and down grade levels as needed
 - Improvements have also been made in the language arts curriculum
 - A robust guided reading library now exists and includes many non-fiction books that correlate with projects students will be doing
 - Professional development is needed for language arts but the grant that is being applied for will allow for this. We will revisit once we know the success of the grant (middle of September)

- The 5th grade science and social studies scores were lower than expected. Teachers and administration will be specifically looking at this area to explore why this was the case and how to improve for next year.
- Odysseyware will be implemented which far surpasses Compass in scope and content (notes on Odysseyware can be found in the Academic Committee March minutes). This program will enhance the curriculum which will then positively impact test scores
- Teachers will also be using pacing guides that will aide teachers in sequencing the curriculum
- More writing is planned for students throughout the year – especially showing students what a finished piece of writing should look like
- What actions need to be taken in response to data?
 - As listed above, many actions were taken throughout last year to improve the curriculum at BIA. These improvements to the curriculum are expected to have a positive impact on test results
 - BIA does need to focus on meeting and surpassing the standards of the local public schools as that is why parents left other schools
 - We need to continue to invest in professional development for the teachers
- What messaging do we need to send out to parents in regards to these scores and future scores?
 - Parents should refer to these minutes about the scores and contact Terri or Tracy with any immediate concerns
 - Parents will be notified at the end of the school year as to how their child performed on the milestones

3. Standards Based Grading

- How should we handle explaining our grading system to other schools when students are applying elsewhere?
 - Frustration from parents – starts 4th and up in terms of really wanting to know how their child is doing – from an administration point of view it is hard to tell how a child is doing
 - The report card presentation has flaws as there is no immediate way to determine exactly how a student is performing
 - There also needs to be personalized information about the student – a teacher narrative that gives specific details about the student. Haiku may have the ability for a teacher to continuously take notes on a student's work and performance so putting the narrative together twice a year should not be an overwhelming task.
 - The workflow of putting this report card together is tremendous and yet there is little benefit from it.
 - Teachers will need professional development in standards based grading
 - Do not want to go to a conventional grading system as that would be to give up on a part of the mission of the school.
 - How to explain SBG to a conventional school?

- Contact admissions personnel and find out what their questions are about the SBG. That will help us determine what areas of SBG need to be made more clear so that other schools can easily interpret them
- A narrative about the student will help to give that full picture of the student
- Need to know why we are doing things this way – we have to start with the why and go from there – not only with grading and report cards but with everything

4. Guaranteed and Viable Curriculum (GVC)

- Concerns about the process – in a project based learning environment, teachers need several years of classroom data to determine the needs of each grade level related to the standards.
- There was no vertical alignment to determine what changes were needed – writing is the largest area of concern
- Is developing a GVC for science and social studies still planned for 2017-2018?
 - Not as many standards – is it really needed?
 - Through pacing guides and math curriculum – admin attend math and LA planning to help with support
 - Currently GVC is paused
 - We need more time, PD and buy-in to a GVC
 - Needs to be tied to a why

5. Professional Development

- Buck Institute, Tinker, Haiku, Odysseyware
- Oct. 10 – RTI PD
- January day scheduled but nothing specifically planned for yet
- 1:30 dismissal days – grade-level planning, but may need to bring people in to support what the grade-level planning
- Brent will be the master of those programs – admin will play role of support for math and LA due to backgrounds
- Can teachers observe other teachers? Teacher leaders want to do that to help team members – can we budget for subs to make this happen?
 - Take a day and go observe other teachers at other schools?
- Rigor has been mentioned as a needed focus – is this being addressed this year?
 - Needed additional experiences – need experts – need grant
 - Pacing guides will help with that

6. Middle School (Upper school)

- Any specific needs as upper school curriculum is differentiated from lower school?
 - Schedule adjusted to allow for 20 in a class but with 6 periods/day
 - All working in service to the driving question – but doing it with their own standards – homogenous class groupings for math, LA
 - Hetero groupings for science, social studies, flex period – odyssey and rosetta

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- o Enrichment every day for 30 minutes – PE one day, Tinker next/ next term music one day, Tinker next
 - o More enrichment teachers needed – giving students more choice and having classes to choose from.
-

Head of School Report:

The Start of School
Faculty and Staff
Changing Cleaning Companies
Update on off-site storage area
Faculty/Staff Annual Fund
The need to extend Anna's hours

Associate Head of School Report

- Milestones data
 - Comprehensive Needs Assessment
 - Upper school schedules (how it fits with PBL)
 - Enrollment update
 - Data Collections Conference
-

Fundraising Committee Report

1. 2017-18 Plan has been developed (see attached)
2. Parent Info Sessions Held on July 20 and August 9
3. Salesforce CRM platform implemented for tracking fundraising outreach. Streamlined system for Finance as well.
4. Annual Fund initiatives have begun. Goal: \$240k/100% participation
5. Phoneathon will be August 24th @ 6:30; location TBD; Will continue to implement class leader program started last year.
6. Building Fund Drive has begun.
 - BIA Board on the Road - Small parent gatherings have already occurred and more are being scheduled
 - Numerous ongoing attempts at corporate outreach
 - Engaging Parents with corporate outreach experience
7. Large Donor Mtg on July 25th
8. Fall Auction Scheduled for October 27
9. Spring Golf event will either be at East Lake or Peachtree but will definitely occur in Spring.
10. HFOH construction budget determined; marketing material developed; have begun soliciting corporate donations. Grant application has been submitted to United Community Bank.
11. Grants - Finalist for Walton Foundation \$325k grant and also submitted \$625k grant app through CSP Funding

Brookhaven Innovation Academy
2016-2017 Actual YTD v Current Budget

	07/01/2016 Through 06/30/2017		Summary
	Actual	2016-17 v11	
Revenues			
Revenue - Federal Sources			
Other Federal Grants Through GADOE	\$ 82,585	\$ 91,653	9,069
Total Revenue - Federal Sources	\$ 82,585	\$ 91,653	9,069
Revenue - Local Sources			
Charter Commission Revenue	\$ 2,751,859	\$ 2,751,859	0
Donations	146,834	143,684	(3,151)
Fundraising (School-Based) & Field Trips	12,621	11,555	(1,066)
After School Care Revenues	61,448	61,053	(395)
Other Revenues	13,593	10,482	(3,111)
Total Revenue - Local Sources	\$ 2,986,355	\$ 2,978,633	(7,723)
Total Revenues	\$ 3,068,940	\$ 3,070,286	1,346
Expenses			
Personal Services - Salaries			
Teachers	\$ 990,243	\$ 914,951	(75,293)
Substitute - Non Certified	24,745	25,145	400
Art, Music, PE Teachers	89,856	86,312	(3,544)
Principal	85,000	94,871	9,871
Assistant Principal	64,000	63,996	(4)
Aides And Paraprofessionals	94,757	91,741	(3,016)
Clerical Staff	21,411	20,806	(605)
Accountant	20,800	20,799	(1)
Technology Specialist	46,318	46,315	(2)
Other Administrative Personnel	18,143	17,749	(395)
Total Personal Services - Salaries	\$ 1,455,273	\$ 1,382,685	(72,589)
Personal Services - Benefits			
Health Insurance	\$ 121,107	\$ 141,411	20,304
FICA/Medicare	28,621	27,197	(1,424)
Teachers Retirement System	195,002	184,502	(10,500)
Unemployment Compensation	18,504	19,628	1,125
Other Employee Benefits	474	0	(474)
Total Personal Services - Benefits	\$ 363,708	\$ 372,738	9,031
Purchased Professional and Tech Svcs			
Contracted Service -Administration	\$ 198,389	\$ 210,042	11,652
Contracted Service -Counselors	57,232	56,909	(323)
Contracted Service -Technology Specialist	20,959	22,659	1,701
Backgrounds & Fingerprints	1,922	1,767	(156)
Professional Legal Services	18,943	19,331	389
Per Diem and Fees - Prof. Dev.	34,819	34,419	(400)
Total Purchased Professional & Tech	\$ 332,264	\$ 345,127	12,863
Purchased Property Svcs			
Facility TICAM and Cleaning Services	\$ 122,523	\$ 122,523	(1)
Repair & Maint. - General and Facility	20,491	22,041	1,550
Repair & Maint. - Technology	2,434	2,355	(78)
Building and Land Rental	348,000	348,000	0
Equipment and Vehicle Rental	151	151	0
Computer and IT Rental	5,256	0	(5,257)

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Brookhaven Innovation Academy
2016-2017 Actual YTD v Current Budget

	07/01/2016 Through 06/30/2017		Summary
	Actual	2016-17 v11	
Total Purchased Property Svcs	\$ 498,855	\$ 495,070	(3,786)
Other Purchased Services			
Student Transportation	\$ 2,089	\$ 3,589	1,500
Insurance	19,791	19,791	0
Communication	22,809	23,484	676
Food Service Management	33,557	32,889	(668)
Travel - Employees	7,905	6,896	(1,010)
Other Purchased Services	52,579	52,164	(415)
Total Other Purchased Services	\$ 138,730	\$ 138,813	83
Supplies			
Supplies - General	\$ 83,480	\$ 77,942	(5,538)
Supplies - Instructional and Tech	56,675	56,123	(552)
Computer Software	15,367	20,407	5,040
Energy	44,596	46,860	2,265
Purchased Food	161	461	299
Books (Other Than Textbooks)	15,930	33,155	17,225
Total Supplies	\$ 216,209	\$ 234,948	18,739
Other Operating Expenses			
Dues & Fees	\$ 6,133	\$ 6,303	171
Interest	42,465	43,832	1,367
Other Expenditures	0	119	119
FFE Lease Costs	104,277	115,492	11,214
Total Other Operating Expenses	\$ 152,875	\$ 165,746	12,871
Total Expenses	\$ 3,157,914	\$ 3,135,127	(22,788)
Total Current Year Income/(Loss)	\$ (88,974)	\$ (64,841)	24,134

Brookhaven Innovation Academy
Statement of Assets, Liabilities and Fund Balance
07/01/2016 Through 06/30/2017

ASSETS

Current Assets	
Cash and Cash Equivalents	
Checking Account - Private Bank	\$ 25,000.00
Petty Cash	500.00
Total Cash and Cash Equivalents	<u>\$ 25,500.00</u>
Short Term Investments	
Investment Accounts	\$ 1,000.00
Total Short Term Investments	<u>\$ 1,000.00</u>
Accounts Receivable (Net)	<u>787.99</u>
Total Current Assets	<u>\$ 27,287.99</u>
Total Assets	<u>\$ 27,287.99</u>

LIABILITIES AND FUND BALANCE

Liabilities	
Current Liabilities	
Current Liabilities	\$ 209,851.82
Long Term Liabilities	\$ 0.00
Total Liabilities	<u>\$ 209,851.82</u>
Fund Balance	
Net Asset Accounts	
Fund Balance Unreserved / Undesignated	\$ (182,563.83)
Total Net Asset Accounts	<u>\$ (182,563.83)</u>
Total Fund Balance	<u>\$ (182,563.83)</u>
Total Liabilities and Fund Balance	<u>\$ 27,287.99</u>

Brookhaven Innovation Academy
2016-2017 Statement of Revenues, Expenditures and Changes in Fund Balance
07/01/2016 Through 06/30/2017

	Actual
Net Income with Financing and Capital Items	
Net Operating Income/(Loss)	
Revenues	
Revenue - Federal Sources	
Other Federal Grants Through GADOE	82,585
Total Revenue - Federal Sources	82,585
Revenue - Local Sources	
Charter Commission Revenue	2,751,859
Donations	146,834
Fundraising (School-Based) & Field Trips	12,621
After School Care Revenues	61,448
Other Revenues	13,593
Total Revenue - Local Sources	2,986,355
Total Revenues	3,068,940
Expenses	
Personal Services - Salaries	1,455,273
Personal Services - Benefits	363,708
Purchased Professional and Tech Svcs	332,264
Purchased Property Svcs	498,855
Other Purchased Services	138,730
Supplies	216,209
Other Operating Expenses	152,875
Total Expenses	3,157,914
Total Operating Net Income/(Loss)	(88,974)
Financing Sources and Uses	
Capital Lease Proceeds	350,395
Other Loan Proceeds	1,563,901
Principal Payments	(1,522,239)
Total Financing Sources and Uses	392,057
Capital Items	
Purchase of Equipment	373,645
Total Capital Items	373,645
Net Income with Financing and Cap. Items	(70,562)

**Brookhaven Innovation Academy
Working Capital Analysis by Month**

	Month Ended July <small>Actual</small>	Month Ended August <small>Actual</small>	Month Ended September <small>Actual</small>	Month Ended October <small>Actual</small>	Month Ended November <small>Actual</small>	Month Ended December <small>Actual</small>
Working Capital						
Cash and Cash Equivalents	268,941	285,511	251,345	298,448	259,887	25,500
Accounts Payable and other Current Liabilities	284,673	299,760	147,947	198,007	147,253	163,642
Net LOC Balance	243,206	243,206	243,206	243,206	243,206	11,548
Total Working Capital	<u>\$ (258,938)</u>	<u>\$ (257,455)</u>	<u>\$ (139,808)</u>	<u>\$ (142,765)</u>	<u>\$ (130,572)</u>	<u>\$ (149,690)</u>
Working Capital Net of LOC						
Cash and Cash Equivalents	268,941	285,511	251,345	298,448	259,887	25,500
Accounts Payable and other Current Liabilities	284,673	299,760	147,947	198,007	147,253	163,642
Total Working Capital Net of LOC	<u>\$ (15,732)</u>	<u>\$ (14,249)</u>	<u>\$ 103,398</u>	<u>\$ 100,441</u>	<u>\$ 112,634</u>	<u>\$ (138,142)</u>

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**Brookhaven Innovation Academy
Working Capital Analysis by Month**

	Month Ended January <small>Actual</small>	Month Ended February <small>Actual</small>	Month Ended March <small>Actual</small>	Month Ended April <small>Actual</small>	Month Ended May <small>Actual</small>	Month Ended June <small>Actual</small>
Working Capital						
Cash and Cash Equivalents	25,485	30,774	23,270	19,068	24,672	25,500
Accounts Payable and other Current Liabilities	108,152	148,213	157,490	92,283	121,538	209,852
Net LOC Balance	53,732	46,495	61,175	56,394	52,929	41,662
Total Working Capital	<u>\$ (136,399)</u>	<u>\$ (163,934)</u>	<u>\$ (195,395)</u>	<u>\$ (129,609)</u>	<u>\$ (149,795)</u>	<u>\$ (226,014)</u>
Working Capital Net of LOC						
Cash and Cash Equivalents	25,485	30,774	23,270	19,068	24,672	25,500
Accounts Payable and other Current Liabilities	108,152	148,213	157,490	92,283	121,538	209,852
Total Working Capital Net of LOC	<u>\$ (82,667)</u>	<u>\$ (117,439)</u>	<u>\$ (134,220)</u>	<u>\$ (73,215)</u>	<u>\$ (96,866)</u>	<u>\$ (184,352)</u>

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Brookhaven Innovation Academy Board of Directors
MEETING MINUTES

Meeting: July 6, 2017 at 3159 Campus Drive, Norcross, GA, 7:00pm

Board Members Present: Zennie Lynch, Adam Caskey, Jennifer Langley, Kevin Miller, Andrew Hamilton, Kelly Mandy, Ed Lindsey, Taryn Bowman

Call to Order and Opening Remarks

1. Approval of Agenda – 1st – Ed, 2nd – Michael, motion moved
2. Minutes Review and Approval
 - a. May 25, 2017 Special Called Board Meeting – 1st Zennie, 2nd Ed, motion moved to approve minutes
 - b. June 1, 2017 Board Meeting – 1st Ed, 2nd Kelly, motion moved to approve minutes

1. Head of School Report: Tracy Islam / Terri Potter

- Math, ELA materials have arrived at the school and have been inventoried, organized and put away
- Student Record was completed and signed off on
- Construction is complete in the school
- Carpet was removed and laminate flooring was installed in our 6 upper school classrooms
- School is scheduled for a deep clean the week of July 10th
- Contractors have been hired to repair paint, holes in gym and to paint the upper school hallways
- Professional development for the week teachers return has been scheduled and confirmed.
 - a. We have the Buck Institute for Education coming back for PBL 101 for our new teachers and for one day for all teachers for a sustained visit.
 - b. Rosetta Stone
 - c. Tynker
 - d. Odsseyware
 - e. GoMath
- Lottery/Enrollment Update:
 - f. As of 6/25:
 - i. Kindergarten wait list: 186
 - ii. 1st Grade wait list: 83
 - iii. 2rd Grade wait list: 96
 - iv. 3rd Grade wait list: 78
 - v. 4th Grade wait list: 100
 - vi. 5th Grade wait list: 84
 - vii. 6th Grade wait list: 106
 - viii. 7th Grade wait list: 40

- ix. Total students on the waitlist: 773
- All spots available are currently filled and all registration paperwork is on file for every student
- There were 0 changes in enrollment after the new Head of School was announced
- Between March 19 and June 25 there are 20 students who attended BIA in the 16/17 school year who have withdrawn
 - x. Relocation = 3
 - xi. Private School/Magnet School = 7
 - xii. Drive is too far = 2
 - xiii. Traditional Middle School = 3
 - xiv. Homeschool = 4 (one family)
 - xv. Left reason blank on withdraw form = 1
- Advisory program has been developed and will be implemented for our upper school students through an advisory period every morning for 20-30 minutes.
- Currently looking into adopting a Social Emotional Learning program
- Tracy Islam attended and presented at the National Charter Schools Conference in Washington D.C.
- Tracy Islam attended the Federal Programs Conference in Atlanta
- Parent council has sponsored two incoming kindergarten playdates
- Parent council is sponsoring a pool party on July 19th for all current and incoming families
- Triple AAA is set up for our safety patrol club – All materials will be free since we are using them for the first time. They recommend the program be geared toward 5th graders.
- Planned a date (July 25th) with the academic Committee to go over the Milestones results
- New phones have been ordered
- State Charter Schools Commission FY18 enrollment projection completed
- Currently working on the CPI report that is due July 18
- Comprehensive Needs Assessment (CNA) due August 28th – Beginning stages of planning for how this will come together and the people that will need to be part of it
- Our student information system (Infinite Campus) is set up for the new school year and our receptionist will begin adding all of our new kids on July 24th
- Tracy's title will be changed from Assistant Principal to Associate Head of School.

2. Committee Reports:

- a. **Finance Committee: Zennie Lynch**
- b. **Fundraising Committee: Kevin Miller & Adam Caskey**
- c. **Governance Committee: Ed Lindsey**
- d. **Personnel Committee: Michael Robertson**
- e. **Facilities Committee: Andrew Hamilton / Danielle Trost**
- f. **Academic Committee: Kelly Mandy**

3. New Business

- a. Audit / Accounting Proposal – action – 1st Ed, 2nd Andrew, motion moved to have the Finance Chair (Zennie Lynch) to sign and move forward
- b. Creating a Separate 501c3 for Fundraising Event – action – 1st Andrew, 2nd Taryn, Michael - abstained motion to approve Adam to move forward with

- rolling out the campaign on July 20th to BIA families and to draft the documents to begin planning for the by laws for the second corporation
- c. Fundraising Initiatives / Consultant Hire –action – No action, deferred for now
 - d. Social Emotional Learning Curriculum –action 1st Ed, 2nd Zennie, motion passes to adopt the curriculum once the money has come in from the state of the Title IV funds
 - e. Leadership Development / Curriculum Consultant Hire – action – No motion
4. BIA Annual Meeting
- a. Officers Slate – action – 1st Ed, 2nd Michael, Discussion – When do the term limits start? Start at the annual meeting and will be for 2 years – Motion passes
 - Ed Lindsey – On behalf of the board we appreciate all of the efforts of Jennifer Langley and she has done a great job leading the board
 - b. Directors Slate – action – see above
5. Public Participation
- a. Lori Geary
 - Concerned about removing the name “Brookhaven” from our school
 - Concerned about us possibly being here for 3 more years when parents have been told that we will not be in this building for 8th grade (next year)
 - b. Veronica Johnson
 - Continue to protect the instructional time, it is valuable
 - Continue to not replace teacher time with technology
 - Parents are concerned about Milestones
 - High School Task Force – An idea to have a parent survey go out to determine if there is enough interest from our current families to have a BIA high school
 - c. Michael Walker
 - Fundraising
 - Changing the name and dropping Brookhaven is a concern because of all of the
6. Executive Session – Move to executive session, 1st Zennie, 2nd Kelly, motion passes
- a. Personnel
 - b. Real estate
7. Personnel – Action
- a. Motion to Exit Executive Session– 1st – Ed, 2nd – Taryn, motion moved
 - b. Motion to Approve hire of Tiffany Cook, Special Ed Lead– 1st – Kelly, 2nd – Taryn, motion moved
 - c. Motion to Approve hire of C. Rossi – 1st – Ed, 2nd – Kelly, motion moved
 - d. Motion to Approve the bonus of \$2500 pre-paid to Laurie Kimbrel - 1st – Ed, 2nd – Andrew, motion moved
 - e. Motion to Approve hire of Terri Potter, Interim Head of School subject to approve hiring on a probationary period of 60 days subject to finalizing her finger print testing. – 1st – Ed, 2nd – Adam, motion moved
 - f.
8. Motion to Adjourn – 1st – Ed, 2nd – Kevin, motion moved



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Action

Board Meeting Date: August 10, 2017

Title of Agenda Item: Commercial and Workers' Compensation Insurance Renewal

Submitted by: Lori Parrish

Background and Summary:

Attachments: Selective Insurance Company Commercial, Workers Compensation and Employers Liability Insurance Policies

On July 5, 2017 Brookhaven Innovation Academy's commercial and workers compensation insurance policies came up for renewal. The required application was prepared and provided to Waites & Foshee, the insurance broker. This information was used to secure insurance for the 2017-18 Year.

Below are the rates for both years:

	2017-18	2016-17
Workers' Compensation	\$ 8,652	\$ 8,376
Property, General Liability, Automobile, Umbrella, Abuse & Molestation, Crime, School Board Legal Liability, Terrorism-Certified Acts	\$12,072	\$11,415
Total	\$20,724	\$19,791
	5% Increase	

COMMERCIAL INSURANCE SUMMARY

Brookhaven Innovation Academy

Effective Date:

7/5/2017

Presented by:

Cal Garretson

7/11/2017

**WAITES
& FOSHEE**
insurance group

P.O. Box 4803 Macon, GA 31208

www.wfins.com

SERVICE TEAM

Please feel free to call, visit, fax, or email any member of the Service Team below for advice, questions, comments, changes or service requests for any of your insurance needs:

COMMERCIAL ACCOUNTS

Cal Garretson cgarretson@wfins.com Overall responsibility for your account.		Direct: (478) 330-6320 Mobile:
Kasey DeFore kdefore@wfins.com Serves as service team leader for new and renewal business, including carrier negotiations, coverage analysis, and contractual liability reviews. Primary contact for certificate requests, policy changes, audits, claims, billing inquiries, renewal processes and marketing assistance, customer satisfaction and relationship management.	Account Manager	Direct: (478) 330-6319 Fax: (478) 743-0589
Charlie Garretson charliegarretson@wfins.com Responsible for assisting account manager with client service needs, including certificate requests, policy changes, claims notices, billing inquiries, renewal processing and marketing assistance.	Account Manager Assistant	Direct: (478) 330-6313 Fax: (478) 743-0589
Bill Brett bbrett@wfins.com Works directly with clients on a consultative basis to further identify potential risks, analyze how to deal with those risks, and implement strategies with resources available to help improve your overall risk profile, which allows us to negotiate better terms and pricing with our underwriting partners.	Client Services Manager	Direct: (478) 330-6307

Our Product is Service, and Our Greatest Asset is the Capability of Our People!

At Waites & Foshee Insurance, we believe that a team effort is the best way to effectively provide your business the service level it deserves. Our client service team is designed to give you consistent and knowledgeable service, and our commitment to the servicing of your business will help guarantee that proper attention is being provided at every opportunity.

PREMIUM SUMMARY

Annual Comparison

COVERAGE	EXPIRING 07/05/2016-2017	RENEWAL 07/05/2017-2018
Package		
Property	\$617	\$1,584
Crime	\$50	\$50
General Liability	\$1,827	\$2,211
School Board Legal Liability	\$3,045	\$3,188
Abuse or Molestation	\$1,000	\$1,000
Business Auto	\$167	\$190
Umbrella	\$3,598	\$3,849
SUBTOTAL	\$10,304	\$12,072
Workers Compensation	\$8,376	\$8,652
TOTAL	\$18,680	\$20,724

PROPERTY

COVERAGE: The following location(s) will be covered for direct physical loss to covered property at the described premises in accordance with the policy terms and conditions.

SUBJECT		LIMIT	VAL	COINS %	CAUSE OF LOSS	DED
LOC #: 1	BLDG #: 1	Charter School				
Business Personal Property		\$1,000,000	RC	90%	Special (Including theft)	\$1,000
Business Income with Extra Expense		\$100,000	C	90%	Special (Including theft)	72
Business Income Education Insurance		\$550,000		100%	Special (Including theft)	72

ADDITIONAL INTERESTS

LOC #	TYPE OF INTEREST	NAME
1	Lenders Loss Payable	Private Bank of Decatur
1	Loss Payee and Additional Insured	Kingsbridge Holdings, LLC

GENERAL LIABILITY

COVERAGE: This coverage protects your business from claims arising from alleged bodily injury, personal injury or property damage liability. It includes protection for services you render or products you sell. Coverage payments can include judgments, attorney fees, court costs or other related expenses

LIMITS OF LIABILITY:	General Aggregate	\$2,000,000
	Products & Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$1,000,000
	Medical Expense (Any One Person)	\$10,000
	Employee Benefits Liability (Each Occurrence)	\$1,000,000
	Employee Benefits Retroactive Date	7/5/2016

SCHEDULE OF HAZARDS

LOC#	CLASS CODE	CLASSIFICATION	RATING BASIS	EXPOSURE
1	47475	Charter School - Kindergarten, Elementary	T	420
1	92100	Employee Benefits Liability	T	Flat
1		Abuse and Molestation - \$1,000,000/2,000,000 Limit		
1		School Board Legal Liability - \$1,000,000/2,000,000 Limit		

(S) Gross Sales/\$1,000, (P) Payroll/\$1,000, (A) Area, (C) Total Cost/\$1,000, (T) Other, (U) Unit

ADDITIONAL INTERESTS

LOC #	TYPE OF INTEREST	NAME
0	Additional Interest Lessor	Optima Properties LLC

REMARKS

BUSINESS AUTOMOBILE

COVERAGE: This policy protects your business in the event of bodily injury or property damage resulting from the ownership, maintenance or use of vehicles in your business.

PHYSICAL DAMAGE COVERAGE: *Comprehensive* coverage responds to loss or damage (other than collision) to an insured auto when caused by theft, wind, fire, vandalism, explosion, or any other covered peril.

Collision coverage responds to the physical damage to a company auto which is caused by collision with any object or upset of the auto.

COVERAGE LIMITS

COVERAGE	AUTO SYMBOL	LIMITS	DED
Liability			
Bodily Injury & Property Damage	8, 9	\$1,000,000	
Medical Payments			
Uninsured / Underinsured Motorist			
Physical Damage			
Comprehensive			See Schedule
Collision			See Schedule

WORKERS COMPENSATION

COVERAGE: State law requires most employers to provide Workers' Compensation insurance for employees. Benefits are paid to employees who suffer work-related injuries. Lost wage benefits may be paid in addition to medical expenses, which can include permanent disability or disfigurement.

EMPLOYERS LIABILITY COVERAGE: Protects your business in the event you are sued by an employee or his/her family as a result of a work-related injury or disease.

PART	DESCRIPTION	LIMITS OF LIABILITY
I.	Workers Compensation States Covered: GA	Statutory
II.	Employers Liability - Each Accident Employers Liability - Policy Limit Employers Liability - Each Employee	500,000 500,000 500,000
OTHER STATES COVERAGE:	Provides coverage for incidental exposures in states where the insured did not operate on the effective date of the policy. You must notify us at once if you begin work in any state not listed in Part I – States Covered. Coverage will not be provided if the carrier is not notified within 30 days.	
III.	Other States Insurance States Covered: All States Except ND, OH, WA & WY	

MONOPOLISTIC CAUTION: If any employees are domiciled in North Dakota, Ohio, Washington, West Virginia or Wyoming, then Workers Compensation coverage must be purchased from the State Fund. Employer's Liability coverage must also be purchased separately and added to your General Liability policy.

LOCATIONS & CLASSIFICATIONS

LOC #	ST	CODE	DESCRIPTION	# OF EMPLOYEES	PAYROLL
1	GA	8868	School - Professional Employees		\$1,455,370
1	GA	9101	School - All Other Employees		\$45,500
Total Estimated Payroll					\$ 1,500,870
Experience Modification Factor					1.00

REMARKS

Workers' Compensation laws provide that the insured is responsible for compensation to the employees of uninsured subcontractors. In determining workers' compensation premiums, you will be charged a premium for coverage for employees of subcontractors unless the subcontractors have furnished you with satisfactory evidence of such insurance. For your protection, you should obtain certificates of insurance from all subcontractors.

UMBRELLA LIABILITY

COVERAGE: Provides liability insurance for claims in excess of the limits of underlying primary policies or for claims covered by the umbrella policy, but not covered by the primary insurance program. Claims not covered by primary policies are subject to a self-insured retention.

LIMITS OF LIABILITY:

Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Self-Insured Retention	\$0

UNDERLYING COVERAGES

POLICY TYPE	CARRIER	POLICY PERIOD	LIMITS
Automobile Liability	Selective Ins Co of America	7/5/2017 to 7/5/2018	\$1,000,000
General Liability	Selective Ins Co of America	7/5/2017 to 7/5/2018	
Each Occurrence			\$1,000,000
General Aggregate			\$2,000,000
Products & Comp Ops			\$2,000,000
Personal & Adv Injury			\$1,000,000
Fire Damage			\$100,000
Employers Liability	Selective Ins Co of America	7/5/2017 to 7/5/2018	
Each Accident			\$500,000
Disease Policy Limit			\$500,000
Disease Each Employee			\$500,000
Other: General Liability	Selective	7/5/2017 to 7/5/2018	\$2,000,000
Other: General Liability	Selective	7/15/2017 to 7/15/2018	\$3,000,000



3159 Campus Drive
Norcross, GA 30071

Board of Directors Meeting Agenda Item

Action

Board Meeting Date: August 10, 2017

Title of Agenda Item: Furniture and Technology Lease

Submitted by: Lori Parrish

Background and Summary:

Attachments: Schedule No. 002- Master Equipment Lease Agreement Dated August 1, 2016

As was done in the previous year, a lease has been obtained for the purchase of furniture and technology. Kingsbridge Holdings, LLC has provided the funding.

	2017-18
Furniture-Impact Office	\$53,899.00
Technology-Zones	\$39,629.60
Total Value	\$ 93,528.60
36 Payments of \$2,992.92	\$107,745.10

Fiscal Impact: As indicated.

Recommendation: That the Board approve Schedule No. 002-Master Equipment Lease Agreement Dated August 1, 2016.



July 7, 2017

Brookhaven Innovation Academy, Inc.
3159 Campus Drive
Norcross, GA 30071

RE: Schedule No. 002 to Master Equipment Lease Agreement dated August 1, 2016 by and between Kingsbridge Holdings, LLC, ("Kingsbridge") as Lessor and Brookhaven Innovation Academy, Inc., as Lessee

To Whom It May Concern:

As provided in Section 5 of the Master Equipment Lease Agreement, Kingsbridge requires evidence of insurance regarding both All Risk Property and General Liability insurance coverage as follows:

The All Risk Property insurance coverage should be in an amount not less than \$1,000,000.00 listing *Kingsbridge Holdings, LLC and its Assigns as their interests may appear* as Certificate Holder on the face of the certificate as well as loss payee and additional insured.

The General Liability insurance coverage should be in an amount not less than \$1,000,000.00 per occurrence listing *Kingsbridge Holdings, LLC and its Assigns as their interests may appear* as Certificate Holder on the face of the certificate as well as additional insured.

Both certificates of insurance should reference the equipment as described on Schedule No. 002 to Master Equipment Lease Agreement dated August 1, 2016.

Your assistance in obtaining copies of said certificates of insurance is greatly appreciated. Should you have any questions or require additional information, please do not hesitate to contact me at (847) 984-0421 or lhumphrey@kingsbridgeholdings.com.

Sincerely,
Kingsbridge Holdings, LLC

Laura L. Humphrey

Laura L. Humphrey
Manager of Contract Administration

THIS IS COUNTERPART NO. ONE (1) OF ONE (1) SERIALLY NUMBERED, MANUALLY EXECUTED COUNTERPARTS OF THIS SCHEDULE. NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

SCHEDULE NO. 002

INCORPORATING THE TERMS AND CONDITIONS OF MASTER EQUIPMENT
LEASE AGREEMENT DATED AUGUST 1, 2016 BETWEEN
KINGSBRIDGE HOLDINGS, LLC, LESSOR
AND
BROOKHAVEN INNOVATION ACADEMY, INC., LESSEE

1. Date of Schedule: July 7, 2017
2. Equipment: See equipment as described in Appendix A.
3. Equipment Location: 3159 Campus Drive, Norcross, GA 30071
4. Base Rent: \$2,992.92 per month, plus applicable taxes. This Base Rent is based on a Lease Rate Factor ("LRF") of .0320. This LRF is based on the five (5) year swap of 1.81% (referred to as the Index Rate) as of July 6, 2017. The LRF may be adjusted proportionately for any change in the Index Rate prior to funding and such change shall be stated in the Certificate of Acceptance. It will be fixed for the duration of the Base Term.
5. Base Rent, other payments and Impositions should be remitted directly to Lessor's paying agent at the following address:

MB Financial Bank, N.A.
Department 2063
P.O. Box 74393
Chicago, IL 60690
6. Acceptance: As set forth on the Certificate of Acceptance. In the event that multiple Certificates of Acceptance are executed hereunder as a result of Progress Funding (as set forth below) or otherwise, Lessor shall create a summarizing Final Certificate of Acceptance for execution by Lessee.
7. Base Term: 36 consecutive months.
8. Base Term Date: The first day of the calendar quarter following the date of acceptance appearing on the Certificate of Acceptance for the last item of equipment to be leased hereunder or, if applicable, the Final Certificate of Acceptance.
9. Progress Funding: In the event Lessee is contractually obligated to and/or requests Lessor to purchase and pay for certain items of Equipment or build-outs for Equipment prior to the Acceptance Date for all Equipment hereunder, Lessor may agree (in its sole discretion) to make payments against the cost of such items of Equipment or build-outs for Equipment (referred to herein as "Progress Payments"). In order to process a Progress Payment, Lessee shall notify Lessor of the request for a Progress Payment and provide Lessor the invoice or purchase agreement for said item of Equipment or build-out for Equipment signed and dated by a duly authorized signatory of Lessee. Lessor shall be entitled to rely on such executed invoice or purchase agreement as a request for a Progress Payment and said executed and dated invoices or purchase agreements shall be deemed as Lessee's acceptance of the Equipment for all purposes under the Lease. Lessee further agrees to hold Lessor harmless of and from any and all loss, cost, damage and expense incurred as a result of Lessee's failure to perform the obligations it retains with respect to such invoice or purchase agreement. Upon making any Progress Payment, (i) title

to the item of Equipment purchased or build-out for the Equipment paid for shall vest in Lessor free and clear of all claims, liens and encumbrances arising under or through the vendor of the Equipment or Lessee, (ii) any warranties (express or implied) made by the vendor shall vest in Lessor and shall be enforceable by Lessee on behalf of Lessor, and (iii) Lessee shall bear all risk of loss and shall have all of Lessee's obligations under the Lease with regard to such item of Equipment purchased or build-out for Equipment paid for. In consideration of each Progress Payment made hereunder, Lessee shall pay to Lessor a daily pro-rata interim "progress payment charge" calculated by multiplying the quotient of the Progress Payment over the total original equipment cost (including any build-out costs) by the Base Rent, divided by thirty (30), together with any taxes due thereon. The daily pro-rata interim progress payment charge shall accumulate monthly and shall be payable on the tenth (10th) day of the month following the month for which they accrue. The daily pro-rata interim progress payment charge shall begin upon payment by Lessor for the item of Equipment or build-out for the Equipment and shall continue until items of Equipment specified in this Lease are finally accepted by Lessee as evidenced by Lessee's execution and delivery of the Final Certificate of Acceptance. Lessee agrees that if for any reason, it does not accept the item of Equipment or build out for the Equipment (including, but not limited to any non-performance or breach on the part of the vendor of such item of Equipment or build out for the Equipment), Lessee will pay such daily prorated rent plus applicable taxes, and for purposes of this calculation, the Base Term Date is deemed to be the first calendar day of the month immediately following the month in which written notice of non-acceptance is given to Lessor by Lessee. Lessee further agrees that (a) if it breaches any representations, warranties or obligations under this Lease, or (b) if it fails to accept all Equipment under this Lease within six (6) months after the first Progress Payment is made, or (c) if there is a material adverse change in the financial condition or creditworthiness of Lessee as determined by Lessor in its sole discretion, then Lessor may do one or more of the following: (i) cease disbursing Progress Payments, (ii) collect from Lessee all Progress Payment charges and other amounts due under this Lease, (iii) begin the Lease for all items of Equipment paid under any Progress Payment, (iv) require Lessee to reimburse Lessor for all Progress Payments made together with all unpaid Progress Payment charges and collection and enforcement costs (including attorneys fees), (v) exercise any right or remedy under the Lease, or (vi) exercise any other right or remedy at law. In the case of (iv) above, upon Lessor's receipt of amounts specified in (iv), Lessor shall transfer to Lessee its rights and interests in the Equipment "As Is, Where Is."

10. Additional Return Provisions for Furniture, Telecommunications and Technology Equipment.

Lessee acknowledges that Lessor's commitment to lease such Equipment is predicated upon careful compliance by Lessee with the following requirements upon its return, and that non-compliance directly affects Lessor's ability to remarket said Equipment and may be considered by Lessor as an Event of Loss as to those Units affected. Lessee shall return all said Equipment at its expense in appropriate boxes secured to a pallet, in accordance with the packing instructions and recommendations of the applicable manufacturer and the terms of the Master Equipment Lease Agreement, this Schedule and Lessor's standard return memorandum, together with a Bill of Lading, which boxes shall prominently display a return authorization number obtained from Lessor and a specific description of the Equipment therein contained.

A. Furniture Equipment: The Equipment shall be cleaned and treated with respect to rust, corrosion and appearance in accordance with the manufacturer's recommendations and consistent with the best practices of dealers in similar used Equipment. All cuts, scratches, tears, dents or other disfigurements to the Equipment shall be repaired in a workmanlike manner by a professional office furniture restorer. All keys originally provided with the Equipment shall be labeled by Unit number and general description and returned with the Equipment. All files, desks, and credenzas will be returned with original dividers, trays, and file hangers intact. All fasteners, clamps, wheels, nuts, bolts and other hardware integral to the reassembly and use of the Equipment as originally intended, will be packaged and labeled in a clear and readable manner. Electrical and telephonic wire or cable outlets that are a part or have been made a part of the Equipment shall be returned with the Equipment.

B. Telecommunications Equipment: The Equipment shall be, in all respects, in proper operating condition, aesthetically complete, and to the extent applicable, be accompanied by all parts, pieces, circuitry, connectors, peripherals, plates, stands, trays, switches, grids, adapters, power cords, plugs, receivers, wires, cabling and accessories, including literature and manuals, diagrams, historical records and maintenance documentation. The Equipment shall be clean and contain no cosmetic or other damage which may affect resale value, including but not limited to, dents, scratches, discoloration or (in the case of equipment with screens or displays) screen-burn and shall be treated with respect to rust, corrosion and appearance in accordance with the manufacturer's recommendations.

C. Technology Equipment: The Equipment shall be, in all respects, in proper operating condition, aesthetically complete, and to the extent applicable, be accompanied by all parts, pieces, circuitry, connectors, peripherals, plates, stands, trays, switches, grids, adapters, power cords, plugs, receivers, wires, cabling and accessories, including literature and service and operating manuals, diagrams and other technical data concerning the set-up and operation of the Equipment, historical records and maintenance documentation. The Equipment shall qualify for any applicable licenses or permits necessary for its operation for its intended purpose, shall comply with all federal, state, local and other regulatory requirements and shall properly function when powered up as to all components therein contained. The Equipment shall be clean and contain no cosmetic or other damage which may affect resale value, including but not limited to, dents, scratches, discoloration or (in the case of equipment with screens or displays) screen-burn and shall be treated with respect to rust, corrosion and appearance in accordance with the manufacturer's recommendations.

Upon power-up, the Equipment shall properly function as to all components therein contained, including, if applicable, all sectors of any hard drive, floppy drives (which shall read and write), CD and DVD drives (which shall read and/or write as originally designed), controllers, and logic boards, and shall perform any applicable self-tests. Lessee shall, prior to return, remove any markings, decals or personalizations, and any passwords which might impede testing, any additions or upgrades not owned by Lessor, and thereupon shall reinstall any parts removed to accommodate such additions or upgrades so as to restore the Equipment to the condition, configuration and capacity as when originally installed. All software licenses shall be returned with the then current version available from the manufacturer. Upon return Lessee shall either reassign or replace the original operating software, together with any applicable unexpired extended maintenance or warranties. Any batteries contained in the Equipment, if any, must provide a sufficient charge for operation of the machine for at least one (1) hour.

11. Additional Special Features.

If Lessee desires to add special features or model changes ("Additional Special Features") to the Equipment subsequent to the commencement of this Lease, Lessee shall either: (a) give Lessor an opportunity to obtain such Additional Special Features at Lessor's expense and lease such Additional Special Features to Lessee upon such terms and conditions as Lessor and Lessee agree (it being understood that the rental for such Additional Special Features must be sufficient to cover Lessor's related debt payment, that any such Additional Special Features obtained by Lessor shall be deemed to be part of the Equipment, and that Lessee shall be responsible for all related transportation and installation charges); or (b) upon Lessor's prior written consent (which consent will not be unreasonably withheld), purchase and install such Additional Special Features at Lessee's own expense with no rent due Lessor for such Additional Special Features, provided that the Additional Special Features shall: (i) be subject to all of the provisions of the Master Equipment Lease Agreement; (ii) when installed not impair present or future interests of Lessor or its assignee in and to this Lease and the Equipment; (iii) and Lessee shall indemnify Lessor against any and all taxes, excluding taxes on the income of the Lessor which may become payable by the Lessor with respect to such Additional Special Features. Any parts or features which Lessee removes, or causes or permits to be removed, from any Unit shall remain located at the

same location as the Unit and shall be reinstalled in the Equipment upon expiration or termination of this Lease.

12. Purchase and Renewal Rights.

Provided that the Lease has not been terminated earlier and no Event of Default has occurred and is continuing, the Lessee shall have the option to deliver to Lessor a written notice ninety (90) days before the end of the Base Term or any Renewal Term, electing to: (a) purchase all of the Equipment subject to this Equipment Schedule at the end of the Base Term or at the expiration of any Renewal Term at an amount equal to the Equipment's installed fair market value (not to exceed \$16,835.15); or (b) renew this Equipment Schedule for a firm term renewal period of not less than twelve (12) months beginning at the expiration of the end of the Base Term and continue to pay Base Rent (which shall be adjusted to a fair market renewal rate as determined by the Lessor in good faith) during such renewal period ("Renewal Term"). In the event the Lessee does not give notice as set forth above, upon expiration of the Base Term, this Schedule shall continue on a monthly basis (at the Base Rent) until terminated by either party upon ninety (90) days prior written notice to the other party, which notice may not be withdrawn without the consent of said other party. Upon termination, the Equipment shall be returned in accordance with the terms of this Schedule and the Master Equipment Lease Agreement. Lessee shall continue to pay Base Rent until the Equipment is returned to Lessor in accordance with the terms of this Schedule and the Master Equipment Lease Agreement.

This Schedule hereby incorporates by reference the terms and conditions of Master Equipment Lease Agreement dated August 1, 2016. As to all Schedules to said Master Equipment Lease Agreement, the parties EXPRESSLY ACKNOWLEDGE THE ENFORCEABILITY OF AUTOMATIC RENEWAL CLAUSES CONTAINED IN THE MASTER EQUIPMENT LEASE AGREEMENT OR SCHEDULES if such acknowledgment is required by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule to be executed by their duly authorized officers as of the day and date set forth above.

Lessor:
KINGSBRIDGE HOLDINGS, LLC

Lessee:
BROOKHAVEN INNOVATION
ACADEMY, INC.

Zennil W Lynch Jr. obo BIA

By: _____

By: *Zennil W Lynch Jr.*

Title: _____

Title: *Treasurer*

CERTIFICATE OF ACCEPTANCE

UNDER SCHEDULE NO. 002
DATED AS OF AUGUST 1, 2016
BETWEEN **KINGSBRIDGE HOLDINGS, LLC**, AS LESSOR
AND
BROOKHAVEN INNOVATION ACADEMY, INC. AS LESSEE

1. **CONDITION OF EQUIPMENT:**

Lessee certifies that all items of the Equipment described in Schedule No. 002 dated as of August 1, 2016 have been delivered to the location indicated in Paragraph 2 below, tested and inspected by Lessee, found to be in good operating order, and accepted as items of the Equipment under Schedule No. 002, all on the date indicated below.

2. **LOCATION OF EQUIPMENT:**

3159 Campus Drive
Norcross, GA 30071

3. **DESCRIPTION OF ITEMS OF EQUIPMENT**

See equipment as described in the attached Appendix A.

4. **DATE OF ACCEPTANCE:** _____, 2017.

5. **REPRESENTATIONS BY LESSEE:**

Lessee hereby represents and warrants to Lessor that (i) no Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default under the Master Equipment Lease Agreement or Schedule has occurred and is continuing, and (ii) Lessee has obtained, and there are in full force and effect, any insurance policies with respect to the Equipment required to be obtained under terms of the Master Equipment Lease Agreement or Schedule.

Lessee:

BROOKHAVEN INNOVATION ACADEMY, INC.

By: _____

Title: _____

UNCONDITIONAL BILL OF SALE

BROOKHAVEN INNOVATION ACADEMY, INC. ("Seller"), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration received from **KINGSBRIDGE HOLDINGS, LLC** ("Buyer"), the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, convey, assign and set over to Buyer, all of Seller's right, title and interest in and to the equipment more particularly described in the Exhibit A attached hereto, the "Equipment".

Seller hereby represents and warrants to Buyer that on the date hereof: (i) Seller is the absolute owner of the Equipment, and has good and marketable title thereto, free and clear of any liens, claims, and encumbrances created by Seller, or any party claiming by, through or under Seller; and (ii) Seller hereby sells and conveys to Buyer, and Buyer hereby obtains, good and marketable title to the Equipment, free and clear of any liens, claims and encumbrances as aforesaid; and (iii) Seller has the full right, power and authority to sell, assign, convey and set over unto Buyer the Equipment and to execute this Unconditional Bill of Sale.

Seller agrees to defend Buyer's title to the Equipment against all liens, claims and encumbrances whatsoever of any person at any time claiming the same.

Seller agrees to indemnify and defend Buyer and hold it harmless from and against any loss, damage or cost (including court costs and reasonable attorneys' fees) incurred by Buyer as a result of any breach or inaccuracy of Seller's covenants, representations or warranties contained herein.

Seller further agrees to execute and deliver to Buyer such further documents and instruments reasonably required by Buyer for the better assuring, conveying and confirming unto Buyer the Equipment.

This Unconditional Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

This Unconditional Bill of Sale shall in all respects be governed and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Seller has executed this Unconditional Bill of Sale as of July 10, 2017.

SELLER:

BROOKHAVEN INNOVATION ACADEMY, INC.

Zennil W Lynch, Jr. obo BIA

By: Zennil W Lynch, Jr.

Title: Treasurer

APPENDIX A

ZONES™

6/28/2017

Bill To:
BROOKHAVEN INNOVATION ACADEMY
 3159 CAMPUS DRIVE
 NORCROSS, GA 30071
 Phone: (404) 786-6482

Ship To:
MULTIPLE DESTINATIONS

Account # 0071064827
Quote : K0728780
PO# :

Software prices subject to change
 Hardware quotes are valid for 7 business days
 Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
 PO Box 34740
 Seattle WA 98124-1740

PLEASE SEND PURCHASE ORDERS DIRECTLY TO YOUR ZONES INC ACCOUNT EXECUTIVE VIA FAX OR EMAIL

Oscar Ortega
Account Executive
 Phone: (253) 288-6285
 Fax: (253) 288-6785

Email: Oscar.Ortega@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturer's Part #	Unit Price	Total
004116123-NEW	4.00	SAMSUNG ELECTRONICS AMERICA	DERRICK BURGESS BROOKHAVEN INNOVATION ACADEMY NORCROSS Samsung HG65NE470BFXZA 55in 1920x1080 Commercial Hospitality Display w/ Samsung LYNK REACH OMS / Swivel Stand w/ Lockdown Hardware / 2 Year Warranty / HDMI / USB / RJ45 / TV Tuner	HG65NE470BFXZA	611.66	2,446.60
O 00162805 SPO_N	10.00	ZONES INC (ITD)	Luxor LLTM30-B 30 Charging Cart	O-00162805-SPO	398.98	3,989.80
003026741-PUB	3.00	DOUBLESIGHT DISPLAYS	DERRICK BURGESS BROOKHAVEN INNOVATION ACADEMY NORCROSS DoubleSight DS-5070CT - Cart for LCD TV - black - screen size 32-70	DS-5070CT	266.71	800.13
004357172-NEW	136.00	LENOVO INC.	Lenovo N22-80S6 - Celeron N3080 / 1.6 GHz - Win 10 Pro 64-bit - 4 GB RAM - 64 GB eMMC - 11.6 1366 x 768 (HD) - HD Graphics - Wi-Fi	80S6001VUS	193.99	26,382.64
004478108-NEW	7.00	LENOVO INC.	Lenovo ThinkPad E575 20H8 - A10 9600P / 2.4 GHz - Win 10 Pro 64-bit - 4 GB RAM - 500 GB HDD - DVD-Writer - 15.6 1366 x 768 (HD) - Radeon R5 M430 - Wi-Fi, Bluetooth - black	20H8000CUS	557.84	3,904.88
004163586-NEW	3.00	HP INC.	HP ProDesk 400 G3 - Micro tower - 1 x Core i5 6500 / 3.2 GHz - RAM 4 GB - HDD 500 GB - DVD SuperMulti - HD Graphics 530 - GigE - Win 10 Pro 64-bit - monitor none - Smart Buy	W5Z17UT#ABA	598.99	1,796.49
A 05872581	3.00	PLANAR SYSTEMS INC	Planar PLL2410W 24in 1920x1080 Widescreen VGA/DVI LED Monitor - 300 cd/m2 - 5ms - 1000 to 1 Contrast Ratio - 3 Year Customer First Warranty with Free 2-Day Advanced Exchange	997-6871-00	103.02	309.06
		ServiceNet	Add this warranty to Mfg # 997-6871-00 for \$59.99 3 Year Extended Monitor Coverage (0-349)	133596		

ZONES INC
 1102 15th Street S.W. Suite 102
 Auburn, USA 98001
 Phone: (800) 419-9663



CERTIFIED
 as an **MBDO**
MINORITY BUSINESS
ENTERPRISE
 by the **MBDO**

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within the seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturer.
RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

ZONES™

Bill To:
BROOKHAVEN INNOVATION
ACADEMY
3159 CAMPUS DRIVE
NORCROSS, GA 30071
Phone: (404) 786-6482

Ship To:
MULTIPLE DESTINATIONS

6/28/2017
Account # 0071064627
Quote : K0728780
PO# :

Software prices subject to change
 Hardware quotes are valid for 7 business days
 Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
PO Box 34740
Seattle WA 98124-1740

PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES INC ACCOUNT EXECUTIVE
VIA FAX OR EMAIL

Oscar Ortega
Account Executive
Phone:(253) 288-6285
Fax:(253) 288-6785

Email: Oscar.Ortega@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
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ASK US ABOUT

- Installation Services
- On-site Technical Services and Hourly Service Rates
- Remote Help Desk and Remote Network OS Support

Visit us on the web: <http://www.zones.com>

Sub-Total: \$39,629.60
Estimated Sales Tax: \$0.00
Shipping: \$0.00
Grand Total: \$39,629.60

24 Mo. \$1 Out lease for 1,836.44 per month
 36 Mo. \$1 Out lease for 1,269.34 per month
 Please Note: Lease Amounts Exclude Tax

ZONES INC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
an NMSDC
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

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RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANKYOU!



Impact Office Interiors
 222 Meriwether Street
 Griffin, GA 30224
 Phone: (770) 228-0706
 FAX: (770) 233-9429

BIA - 2017-2018

Item	Qty.	Product	Price	
			Unit	Extended
1	70	ES1C1		
	HSK	Ethos chair Size B Quad Storage Base w/casters and tablet, 31 7/8"D x 23 1/2"W x 34 1/2"H (Platinum Support)	Sell Price	\$286.00 \$20,020.00
6TH-7TH CHAIRS		SHELL FINISH OPTION 8E TWO-TONED BASE FINISH 8L/8M TABLET FINISH 8M CASTER OPTIONS HW		Green Apple (Std 4-6 weeks) Storm Base / Gray Pan Standard 4-6 weeks Gray (Std 4-6 weeks) Hard Wheel Casters (for carpeted surfaces)
2	30	SC3114CO		
	5GH	Ovation 14" Seat - Black	Sell Price	\$59.00 \$1,770.00
K-5 CHAIRS				
3	13	91SBC3-36		
	GUF	13" d x 36" w x 41" h, 3 Shelves, 2 Adjustable, METAL BOOKCASES, UNIVERSAL FILING	Sell Price	\$112.00 \$1,456.00
BOOKCASE - CLASSROOM		Metal File Case & Storage Front Paint Finishes ~STD Global Standard Paint Finishes ~GLO Global Standard Colors BGR Adjustable Leveling Glide Option ~		Metal File Case & Storage Front Paint Finish Global Standard Colors 1-Business Grey Leveling Glide Not Required

Wednesday, June 28, 2017
 All quotes are valid for 30 Days

Item	Qty.	Product	Price	
			Unit	Extended
4	10	TA3R242460-05		
	SAN	Mobile Transport Series Storage Cabinet; 24x24x60; Casters; Finish - Charcoal	Sell Price	\$3,570.00
STORAGE CAB - CLASS				

5	8	CR3060		
	ENW	Rectangle Top, Sq. Corners 30x60	Sell Price	\$176.00
TEACHER DESK - TOP				
		Wksf Edge A Std Laminate ? Cable Mgmt N		Std Laminate 3mm Edge (all sides) ----- UNSELECTED ----- No Cable Management

6	32	1030S		
	MOD	3" Straight Round Tubular Legs - Black	Sell Price	\$18.00
TEACHER DESK - LEGS				

7	8	19FP23BBF		
	GUF	22.62"d x 15"w x 27.62"h, BBF, F/S, CW Std, Angled Pull, 1900P SERIES, UNIVERSAL FILING	Sell Price	\$225.00
TEACHER DESK - DRAWER				
		Metal File Case & Storage Front Paint Finishes: STD Global Standard Paint Finishes: GLO Global Standard Colors: ? Key Options: WSTD		METAL FILE CASE & STORAGE FRONT PAINT GLOBAL STANDARD COLORS ----- UNSELECTED ----- C-RANDOM KEY NUMBERS (STD)

Item	Qty	Product	Price	
			Unit	Extended
8	3	CG-47F4		
	TRA	42Wx13-1/4Dx77-3/8H Double Door Storage Cabinet (5 Adjustable shelves)	Sell Price	\$628.00
				\$1,884.00
STORAGE CABINET		Key-Alike Request Option ~		NO SELECTION OF OPTION
		Key Series Options LL		LL SERIES CHROME-NICKEL SCALLOPED
PE AND MISC		Pull Options for Cupboard Doors 5(N)		SATIN NICKEL PULL SQUARE FRONT
		Finish Selections by Manufacture 0006		HW CHARCOAL
		42" Laterals Laminate Top Option ~		NO SELECTION UPGRADE

9	4	74951		
	MOR	Glass Marker Board - "Visionary"; 48"H x 71"W; Dual Sided; Magnetic	Sell Price	\$760.00
				\$3,040.00
WHT BRD - CLASSROOM S				

10	1	74950		
	MOR	Glass Marker Board - "Visionary"; 48"H x 36"W; Dual Sided; Magnetic	Sell Price	\$480.00
				\$480.00
WHT BRD - OPEN AREA				

11	20	90SC.S2		
	SIT	On Call, Stool, Chrome Frame, Armless	Sell Price	\$151.00
				\$3,020.00
OPEN AREA STOOLS		Plastic Shell Color Selection SCI		Black
		Technical Bulletin 133 Fire Std Option for Plastic Selection ~		No Selection
		Armless Ganging Bracket Selection ~		No Ganging Bracket
		Glide Selection CG		Clear Glides (4)

Item	Qty.	Product	Price	
			Unit	Extended
12	5	CD-5B		
	CDF	Argento Mesh Executive Chair, Black	Sell Price	\$1,250.00

TEACHER
DESKS

Headrest Option ^
Caster Option ^

No Selection
Standard Carpet Caster

13	65	LF2B151866-22		
	SAN	Welded Storage Locker 2 Tier	Sell Price	\$9,425.00

LOCKERS

14	1	LABOR		
	IMP	Receive, Deliver, Install all items. To be completed during normal business hours, 8am-5pm Monday-Friday. After Hours will be an additional charge.	Sell Price	\$4,200.00

Item	Qty.	Product	Price	
			Unit	Extended

Total Sell Price: \$53,899.00

Please Note: This price does not include sales tax if applicable.

I agree to purchase all items listed on these pages. I certify that all finishes, fabrics, and/or materials specified are correct and the prices listed are agreed upon.

I understand that orders may not be canceled or changed after 3 business days. All furniture items are considered "special order" and are non-returnable and non-refundable.

Credit Card Payments are subject to a 3% surcharge.
All orders over \$2500 require a 50% deposit before orders are placed

Signature _____ Date: _____

Printed Name _____ Title _____



ALL ORDERS:

- All orders over \$2500 require a 50% deposit.
- Space is to be free and clear of obstructions for installation team at time of delivery.
- Deliveries are to be made during normal business hours Monday-Friday, 9AM- 4PM unless agreed upon and quoted prior.
- Installation team is not responsible for moving and or replacing existing furniture or personal items unless agreed upon and quoted prior.
- Installers can not connect, disconnect, move, or otherwise handle electronic equipment, computers, telephones, and/or accessory items.
- Client is responsible for contracting of an electrician to connect power feeds to modular power systems for workstations, tables, etc.
- Client is responsible for installation and removal of all telephone and data lines installed within furniture items.
- Any additional labor requests outside of the scope of delivery and installation of this order may incur additional charges to the customer.
- Lead time for furniture may be delayed due to availability of material or other reasons beyond the control of Impact Office Interiors. Therefore, delivery dates can not be guaranteed by Impact Office Interiors.
- Product is invoiced at the time it is received into our warehouse. Therefore, if there are installation delays on the client's part due to construction, inspection, or any other reasons, the client may be asked to pay the invoice prior to delivery less 20%. The balance is to be paid within 10 days of installation and delivery.
- All warranties are with the manufacturer of the product and are subject to the terms and conditions of those manufacturers.
- Terms and conditions of Impact Office Interiors apply to this and all future orders.

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All drawings and specifications contained in this quotation are protected by copyright laws, and may not be reproduced, republished, distributed, transmitted, displayed, broadcast or otherwise exploited in part or wholly in any manner without the express written permission of Impact Office Interiors, Inc.

Use of these materials to obtain alternative pricing or drawings indicates that you agree to compensate Impact Office Interiors at a rate of \$85 per hour.

STEPHANIE BEHM CROSS

Current and Complete Vita (updated July 2017)

Contact Information:

Email: scross@gsu.edu

Phone: (770) 337-4706

Address: 30 Pryor Street, Atlanta, GA 30303

EDUCATION AND PROFESSIONAL EXPERIENCE

Education:

Ph.D., Curriculum & Instruction—August 2008

College of Liberal Arts & Human Sciences

Virginia Polytechnic Institute and State University

Dissertation: Preservice Elementary Teachers' Learning with Mathematics Curriculum Materials During Preservice Teacher Education, Committee: Gwendolyn M. Lloyd (Chair), Vanessa Pitts Bannister, Jesse Wilkins, Anderson Norton

M.A.Ed., Curriculum & Instruction: Mathematics Education—May 2003

College of Human Resources & Education

Virginia Polytechnic Institute and State University

Certified to teach mathematics grades 6-12

B.A., Interdisciplinary Studies: Mathematics and Business—August 2001

College of Arts & Sciences

Virginia Polytechnic Institute and State University

Professional Experience:

2011- Georgia State University, Atlanta GA
Position: Assistant Professor, Tenure-Track
College of Education and Human Development: Department of Middle and Secondary Education, Urban-Adolescent Teaching and Learning Unit
(note: tenure clock stopped for FMLA in 2011 and 2013)

2009-2011 Georgia State University, Atlanta GA
Position: Clinical Assistant Professor
College of Education and Human Development: Department of Middle and Secondary Education, Urban-Adolescent Teaching and Learning Unit

2007-2009 Community School of Davidson, Davidson, NC
Position: Middle Grades Mathematics Teacher

- 2003-2007 Virginia Tech, Blacksburg, VA
Position: Graduate Research Assistant, College of Arts and Sciences:
Mathematics Department
- 2003-2004 Virginia Tech, Blacksburg, VA
Position: Supervisor of Student Teachers, College of Human Resources and
Education: Department of Teaching and Learning
- 2002-2004 University of Virginia, Charlottesville, VA (summers 2002, 2003, 2004)
Position: Curriculum Writer, School of Education
- 2001-2003 Virginia Tech, Blacksburg, VA
Position: Graduate Teaching Assistant, College of Arts and Sciences:
Mathematics Department

RESEARCH AND SCHOLARLY ACTIVITY

Scholarly Writings in Journals, Books, Monographs, and Reviews (* indicates co-authorship with a student)

Published Articles (Refereed):

Behizadeh, N., Thomas, C.*, & Cross, S. B. (accepted). Reframing for social justice: The influence of critical friendship groups on preservice teachers' reflective practice. *Journal of Teacher Education*.

Cross, S. B. (in press). The borderland spaces between narrative inquiry and funded grant work. *Curriculum and Teaching Dialogue*.

Cross, S. B. (2017). Whiteness in the academy: Using vignettes to move beyond safe silences. *Teaching in Higher Education*, 1-9. Available at <http://www.tandfonline.com/eprint/jhZTqIs6GcS8WNEybzMC/full>.

Cross, S. B., & Thomas, C.* (2017). Mitigating new teacher burnout: How reimagined partnerships could support urban middle level teachers. *Middle Grades Review*, 3(1), article 3. Available at: <http://scholarworks.uvm.edu/mgreview/vol3/iss1/3>

Cross, S. B. (2016). Reexamining pitfalls of experience in urban teacher preparation. *Journal of Urban Learning, Teaching, and Research*, 12, 116-123.

Jett, C. C., & Cross, S. B. (2016). Teaching about diversity in black and white: Reflections and recommendations from two teacher educators. *The New Educator*, 12(2), 1-16.

Cross, S. B., & Dunn, A. H. (2016). "I don't know of a better way to prepare to teach:?" A case study of paired student teaching abroad. *Teacher Education Quarterly*, 43(1), 71-90.

Stephanie Behm Cross, Ph.D. is an assistant professor in the Department of Middle and Secondary Education at Georgia State University. Her scholarly work focuses on the clinical preparation of teachers, new teacher induction, and professional learning communities for both in-service and pre-service teachers. Using case study and narrative inquiry, Stephanie investigates teachers' experiences throughout student teaching and the first years of teaching in urban settings. Her most recent research, funded through multi-year federal grant, investigates the impact of a 3-year residency model on both new and veteran teachers in area Atlanta schools. Stephanie has a secondary interest in issues of autonomy and agency in mathematics teachers' curricular decision-making. She has published this and other work in several teacher education research journals and books. At GSU, Stephanie teaches undergraduate courses focused on middle level curriculum and mathematics pedagogy, and also teaches doctoral seminars in teacher education and mathematics education. She previously worked as a middle grades mathematics teacher and implemented project-based, integrated curriculum across multiple grades at her school. Stephanie lives in Brookhaven, GA with her husband and two young girls. In her spare time she enjoys yoga and neighborhood happy hours.

More specifically, Stephanie brings the following areas of expertise to the BIA board:

- **Expertise coordinating school-university connections, especially with charter schools.** Stephanie has co-written and led several small and large-scale grants with charter school leaders in Atlanta Public schools. These grants focus on the development of meaningful collaborations between universities and schools. A sample of funded projects are below:
 - U.S. Department of Education, Investing in Innovation (i3) Grant, *Collaboration and Reflection to Enhance Atlanta Teacher Effectiveness in Mathematics and Science (CREATE)*
 - Total Amount Awarded: \$2,999,204
 - Grant duration: January 2015-December 2019
 - Focus: Universities and schools partnering to supporting new teachers through a three-year residency program
 - Teacher Quality Grant, *Enhancing Teachers' Pedagogical Content Knowledge through Critical Friendship*
 - Amount Awarded: \$27,633
 - Grant duration: Spring 2014-Summer 2015
 - Focus: Universities and schools partnering to help teachers develop their own equity-based, teacher-led professional learning communities
 - University System of Georgia STEM mini-grant, *Learning to Teach Mathematics in Hybrid University and Field Spaces: Preservice Teachers' Design and Implementation of Student-Led, Democratic, Middle Grades Mathematics Clubs*
 - Amount Awarded: \$9,700
 - Grant duration: Summer 2011-Summer 2012

- Focus: Preservice and inservice teachers worked together to offer after-school, project-based math clubs to middle grades students

- **Expertise in new teacher training and induction.** Stephanie's research focuses on what new teachers need to know and be able to do to be successful in schools and to *stay in teaching*. Below is a sample of her research publications, focused on supporting new teachers:
 - Behizadeh, N., Thomas, C.*, & Cross, S. B. (accepted). Reframing for social justice: The influence of critical friendship groups on preservice teachers' reflective practice. *Journal of Teacher Education*.
 - Cross, S. B., & Thomas, C.* (2017). Mitigating new teacher burnout: How reimaged partnerships could support urban middle level teachers. *Middle Grades Review*, 3(1), article 3.
 - Cross, S. B. (2016). Reexamining pitfalls of experience in urban teacher preparation. *Journal of Urban Learning, Teaching, and Research*, 12, 116-123.
 - Cross, S. B., & Bayazit, N. (2014). Helping preservice mathematics teachers connect theory and practice: Using reading, writing, and observation protocols to structure field experiences. *Teacher Education Quarterly*, 41(2).
 - Cross, S. B., Underwood, M., Hearn, E., Taylor, S., & Parrish, C. (in press). The new teacher residency project: Multiple layers of support and collaboration. In R. Flessner & Dr. R. Lecklider (Eds.), *Case Studies of Clinical Preparation in Teacher Education*. Association of Teacher Educators.

- **Experience and expertise in project-based learning and middle school curriculum:**
 - Stephanie's own teaching experience (middle grades math) was at a highly successful charter school (K-12) in North Carolina (Community School of Davidson), where the central focus was project-based learning and service learning. She still has strong connections with the leadership at that school.
 - Stephanie teaches courses to preservice and inservice teachers focused on project-based learning and differentiation. Courses include:
 - EDCI 3200: Organization and Instruction of Middle Grades Curriculum
 - EDCI 3220: Understanding and Supporting Middle School Learners
 - EDMT 3350: Topics in Middle Grades Mathematics
 - EDMT 4460: Concepts and Methods in Middle Level Mathematics
 - EDCI 4640: Critical Issues in Middle Grades Education CTW
 - EDCI 4700: Student Teaching in the Middle Grades
 - EDCI 8550: Trends and Issues in Middle Level Education: Project-based learning
 - EDCI 8970: Doctoral Seminar in Teaching and Learning

- EDCI 9660: Doctoral Research Internship: Narrative Inquiry
 - EDCI 9760: Seminar in Teacher Education
- **A focus on on issues of race, class, power, and privilege in schools.** Stephanie's most recent publications and submitted manuscript focus on issues of equity and social justice in schools:
- Cross, S. B. (2017). Whiteness in the academy: Using vignettes to move beyond safe silences. *Teaching in Higher Education*, 1-9.
 - Favors, S.*, Neely, A.*, Chisholm, G.*, & Cross, S. B. (accepted). Discomfort, resistance, and othering: A poetic inquiry into urban teacher preparation program redesign. In A. E. Lopez, & E. L. Olan (Eds.), *Transformative Pedagogies for Teacher Education: Moving Towards Critical Praxis in an era of Change*.
 - Cross, S. B., Behizadeh, N., & Holihan, J.* (revise and resubmit, *Teacher Educator*; July 2017). Critically conscious or dangerously dysconscious?: An analysis of teacher candidates' concerns in urban schools.
 - Cross, S. B., Bayazit, N., & Dunn, A. H. (submitted to *Journal of Teacher Education*; Feb. 2017). Whiteness as a dissonant state: Exploring one white male student teacher's experiences in urban contexts.

**BYLAWS OF
HOMES FOR OUR HOME, INC.
(A Non-Profit Georgia Corporation)**

**ARTICLE I
NAME**

Section 1.1. Name. The name of the Corporation shall be HOMES FOR OUR HOME, INC. (the "Corporation").

**ARTICLE II
ORGANIZATION**

Section 2.1. Statement of Purposes. The Corporation is specifically organized and shall be operated for the benefit of and to support and carry out the purposes of Brookhaven Innovation Academy, Inc., a Georgia nonprofit corporation operating a K-8 charter school, (hereinafter, the "School"). The School is tax-exempt under 509(a)(1) of the Internal Revenue Code of 1986.

The Corporation shall operate as a supporting organization within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended and shall be operated, supervised or controlled by the School, as set forth in these Bylaws.

Section 2.2 Specific Purpose and Mission Statement. The Corporation shall support the educational mission of the School and one of its core principles of community outreach. The Corporation shall receive, manage and invest contributions, gifts and bequests exclusively for the benefit of the School and in support of its charitable and educational purposes as prioritized by the School's Board of Directors (the "School's Board"). It is expressly understood, however, that to further the School's mission of community outreach the Corporation will acquire, renovate and/or construct and ultimately donate homes to families in need. Thus, a portion of donations received by the Corporation will be utilized to fund community outreach with the goal being to simultaneously raise funds for the operation of the School.

**ARTICLE III
MEMBERSHIP**

Section 3.1. Members. This Corporation is a non-profit, non-stock corporation and has no members. Actions which would otherwise require approval by a majority of all members require only approval by the majority of the Corporation's Board of Directors ("Board").

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Management. All powers of the Corporation shall be exercised by and under the authority of the Board, and the property, business and affairs of the Corporation shall be managed under the Board's direction.

Section 4.2. Number, Qualifications and Term. The minimum number of Directors of the Board shall be three. The number of Directors may be increased or decreased at any time by a two-thirds majority vote of the existing Board, but at no time shall there be less than three, nor more than fifteen elected Directors; however, at all times at least a majority of the Board's Directors shall be Directors of the School's Board. The term of any Director shall be three years or until their death, removal, resignation, or incompetency.

Directors shall consist of representatives from two primary constituencies: representatives of the School and Directors at large. The Directors shall be qualified according to the following method:

Representatives of the School: The Chair of the School's Board; the Treasurer of the School's Board; and an individual appointed by the School's Board shall be permanent members of the Board with full voting authority. These positions are ex-officio and will change from time to time when new personnel assume the identified post. These Directors may serve consecutive terms. The initial Board shall consist of: 1) Jennifer Langley (Chair of the School's Board); 2) Zennie Lynch (the Treasurer of the School's Board) and; 3) Adam Caskey (designated member of the School's Board).

Directors at Large: All other members of the Board shall be elected by the Board at its annual meeting by two-thirds majority vote. Re-appointment is permissible.

Section 4.3 Resignation. Any Director may resign by filing a written resignation with the Secretary. Such resignation shall be effective on the date specified therein.

Section 4.4 Vacancies. Any vacancy in the Board of Directors shall be filled according to procedure outlined above regarding initial appointment to the Board of Directors. If the number of Directors falls below the minimum described in Paragraph 4.2, the Directors shall fill the vacancy by the affirmative vote of the Directors remaining in office as soon as practicable and shall have the authority to govern the Corporation on an emergency basis until the appropriate number of Directors is re-established.

Section 4.5 Compensation. The Board shall serve on a volunteer basis and no compensation shall be authorized by the Corporation.

Section 4.6 Removal of Directors. Any Director may be removed, with the exception of the seats held by representatives of the School, with or without cause at any time. Removal requires a vote of a majority of the Directors then in office at a special meeting called for that purpose. The resulting vacancy shall be filled in the manner provided in this Article.

Section 4.7 Annual Meetings. There shall be an annual meeting of the Board each year at a date and time determined by the Chair, and able to be attended by a majority of the Board. This meeting will be for the purpose of electing officers and for the transaction of such other business that may come before the meeting. There shall also be an annual meeting between the Board and the School's Board at a date and time agreed upon by the Chair of each respective board and able to be attended by a majority of each board.

Section 4.8 Regular and Special Meetings. The Board may hold meetings, both regular and special, within the State of Georgia. Regular meetings of the Board may be held at such time and at such place as may from time to time be determined by the Board and, unless required by resolution of the Board, without notice. Special meetings of the Board may be called by the Chair or the Chair of the School's Board or a majority of the Directors then in office. Notice thereof stating the place, date, and hour of the special meeting shall be given to each Director not less than five-days before the date of the meeting. Notice by telephone, e-mail, facsimile, telegram, or other form of electronic transmission shall be acceptable.

Section 4.9 Place of Meetings. The Chair may designate any place for any annual meeting, or for any regular or special meetings called by the Board. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be at the School. However, if all of the Directors shall meet at any time and place and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

Section 4.10 Meeting By Means of Telephone Conference or Electronic Means. Unless otherwise provided by the Articles of Incorporation or these Bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board or such committee by means of a telephone conference, web conference, or similar communications equipment by means of which all persons participating in the meeting can hear or otherwise interact with each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 4.11 Informal Action by Directors, Action By Consent. Any action required by law to be taken at a meeting of the Board may be taken without a meeting if written, electronically submitted or otherwise, or verbal consent shall be given by a majority of the Directors entitled to vote with respect to the subject matter thereof.

Section 4.12 Quorum. The Directors holding the majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If the quorum is not present at any meeting of Directors, a majority of Directors present may adjourn the meeting without further notice.

Section 4.13 Proxies. At any meeting of Directors, a Director entitled to vote may vote by proxy executed in writing, or given orally by the member (or his/her duly authorized attorney-in- fact) for the particular meeting.

Section 4.14 Manner and Effect of Action. A majority of the votes entitled to be cast on a matter to be voted upon by the Directors present, or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of the matter unless a greater proportion is required by law, or by these Bylaws. The Chair shall have the authority to execute contracts or other documents approved by action of the Board.

ARTICLE V **ADVISORY BOARD**

Section 5.1 Power to Elect Advisory Board. The Board shall have the power to admit by invitation an unlimited number of Advisory Board members, consistent with the Corporation's status as a supporting organization under section 509(a)(3) of the Internal Revenue Code, and for such period and for such duties as the Board may determine. Upon acceptance of such position, Advisory Board members may consult with and assist the Board in planning and carrying out the exempt purposes of the Corporation and shall serve at the pleasure of the Board. No Advisory Board member shall be entitled to vote or hold any office by virtue of their position on the Advisory Board. No Advisory Board member shall serve on the Board.

Section 5.2 Resignation. Any Advisory Board member invited to serve in such capacity by the Board may resign by filing a written resignation with the Corporation.

Section 5.3 Termination. Advisory Board member may be removed at any time, with or without cause by the majority vote of the Board.

Section 5.4 Compensation. The Advisory Board members shall serve on a volunteer basis and no compensation shall be authorized by the Corporation.

ARTICLE VI **OFFICERS**

Section 6.1 Officers. The officers of the Corporation shall be the Chair, Vice Chair, Secretary and Treasurer, and such other officers as may be elected by the Board in accordance with the provisions of

this Article. Each officer must be a member of the Board. These officers will have the authority and perform the duties prescribed from time to time by the Board.

Section 6.2 **Election and Term of Office.** All officers of the Corporation shall be elected at the annual meeting by a two-thirds vote of the Board and shall serve for a term of one year. Each officer shall hold office until his successor shall have been duly elected and qualified. Nominations for officers shall be given to the Principal and/or the School's Board Chair at least two weeks prior to the annual meeting. Re-election is permissible.

Section 6.3 **Removal.** Any officer elected or appointed by the Board may be removed by the two-thirds vote or consent of the Board. Such removal shall be done without prejudice of the rights of the officer removed.

Section 6.4 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6.5 **Resignation.** Any officer may resign his/her position by delivering written notice of resignation to the Secretary. Such resignation shall be effective on the date provided therein.

Section 6.6. **Salaries.** Officers will not receive compensation for services rendered as officers of the Corporation.

ARTICLE VII **COMMITTEES OF THE BOARD**

Section 7.1. **Committees of the Board.** The Board may, by resolution, establish standing committees and special committees of the Board. Unless otherwise specified by resolution of the Board or these Bylaws, the Chair shall annually appoint the members and the chairs of the standing committees and shall fill vacancies on any standing committee. Appointments by the Chair shall be made at the annual meeting of the Board. In addition, the Chair may, if so authorized by the Board, appoint the members and chairs of such special committees as the Board may create, which members and chairs may include persons who are not members of the Board. All committee appointments and chairs appointments must be approved by a vote of the Board.

In addition, the Chair may appoint to any committee such other non-Board members as the Board deems advisable. All members of such committees shall serve at the pleasure of the Board. The delegation of authority to any committee shall not operate to relieve the Board or any Director from any responsibility imposed by law.

Section 7.2. **Standing Committees.** Standing committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each standing committee shall be specified in the resolution creating the committee.

Section 7.3. **Special Committees.** Special committees shall be created as required by resolution of the Board. The purpose, duties, number of members and reporting requirements of each special committee shall be specified in the resolution creating the committee.

Section 7.4 **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the Board, and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 7.5 Chairperson. One member of each committee shall be appointed Chairperson by the person or persons authorized to appoint the members of the committees.

Section 7.6 Vacancies. Vacancies in the membership of any committee can be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 7.7 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7.8 Rules. Each committee may adopt rules for its own governance, not inconsistent with these Bylaws or with the rules adopted by the Board.

ARTICLE VIII INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 8.1. Indemnification. The Corporation shall indemnify to the fullest extent permitted by law each of its officers, Directors, whether or not then in office (and his executor, administrator and/or heirs) or any person who may have served at its request as a director or officer, of another corporation, partnership, joint venture, trust or other enterprise as well as the executor, administrator and heirs of any of them against all reasonable expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit, proceeding or arbitration, whether civil or criminal, administrative or investigative (including any appeal thereof), to which he is or is threatened to be made a party because he is or was a Director, officer, employee or agent of this Corporation, or such other corporation, partnership, joint venture, trust or other enterprise. He shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for gross negligence or willful misconduct in the performance of his duties to the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, employee or agent may be entitled.

Section 8.2. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE IX CONTRACTS, CHECKS, DEPOSIT BOOKS, RECORDS AND FISCAL YEAR

Section 9.1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 9.2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board, which authority may be general or confined to specific instances.

Section 9.3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 9.4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board may select.

Section 9.5. Gifts. The Board may accept, on behalf of the Corporation, any contributions, gifts, bequests or devises.

Section 9.6. Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board and committees of the Board. Any books, records and minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 9.7. Financial Statements. Not later than two (2) months after the close of each fiscal year, the Corporation shall prepare a balance sheet showing in reasonable detail the financial condition of the Corporation as of the close of its fiscal year, a profit and loss statement showing the results of the operations of the Corporation during its fiscal year, and any other financial statements as may be required by a resolution of the Board. The balance sheets and profit and loss statements shall be filed in the principal office of the Corporation, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Board member.

Section 9.8. Fiscal Year. The fiscal year of the Corporation shall end on June 30 of each year.

ARTICLE X NOTICE

Section 10.1. General. Whenever, under the provisions of any statute, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or officer, it shall not be construed to require personal notice; rather, such notice may be given, unless otherwise required by these Bylaws, either (1) personally, (2) by depositing the same in a post office box in a prepaid envelope, or (3) by electronic mail; in the case of electronic or first class mail, the notice shall be addressed to such Director or officer at his proper address as the same appears in the records of the Corporation; and three days after the same shall be so mailed or emailed shall be deemed to be the time of the giving of such notice.

Section 10.2. Waiver. Whenever by law, the Articles of Incorporation or these Bylaws notice is required or permitted to be given to any Director or officer, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted and the purpose of any special meeting of the Board shall be specified in any written waiver of notice thereof.

ARTICLE XI PROHIBITED TRANSACTIONS

Section 11.1 Prohibited Gifts or Contributions. The Corporation shall not accept any gift or contribution from: (i) a person, other than an organization described in Sections 509(a)(1), 509(a)(2) or 509(a)(4), who directly or indirectly controls, either alone or together with persons described in clauses (ii) and (iii), the governing body of the School; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of an individual described in clause (i); or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting “persons described in clause (i) or (ii) of Section 509(f)(2)(B)” for “persons described in subparagraph (A) or (B) of paragraph (1)” in Section 4958(f)(3)(A)(i) of the Code).

Section 11.2 Prohibited Grants, Loans or Compensation. The Corporation shall make no grant, loan, compensation or other similar payment to a substantial contributor or persons related to: (i) a substantial contributor (as defined in Section 4958(c)(3)(C) of the Code) to the Corporation; (ii) a member of the family (determined under the provisions of Section 4958(f)(4) of the Code) of a substantial contributor; or (iii) a 35% controlled entity (as defined in Section 4958(f)(3) of the Code by substituting “persons described in clause (i) or (ii) of Section 509(f)(2)(B)” for “persons described in subparagraph (A) or (B) of paragraph (1)” in Section 4958(f)(3)(A) (i) of the Code).

The Corporation shall make no loans to a disqualified person (as defined in Section 4958(f)(1) of the Code), other than an organization described in Sections 509(a)(1), 509(a)(2) or 509(a)(4) or the School. The Corporation shall not undertake any action that would cause the Corporation to fail to qualify as a Type II supporting organization.

ARTICLE XII **AMENDMENTS**

Section 12.1. By Directors. These Bylaws may be amended or repealed wholly or in part, consistent with any bylaws adopted by the Board, at any meeting at which a quorum is present by an election of a two-thirds majority of the Board.

ARTICLE XIII **CONFIDENTIALITY**

Section 13.1 Confidential Information. All information relating to the operation and governance of the Corporation is confidential, including but not limited to: all donor information; information provided by contracted third-parties and vendors such as attorneys, accountants, financial advisors, employees, affiliated organizations; or information provided by the School, its directors, officers, members, agents, employees, or representatives (“Confidential Information”).

Section 13.2 Disclosure of Confidential Information. The CEO of the School, Directors, Officers, and their respective agents and representatives (“Disclosing Party”) shall not disclose Confidential Information regarding the Corporation to any third party, except the Board of Directors of the School, absent express authorization provided in writing by the Chair of the Board to make such disclosure. Such obligation shall commence upon the Disclosing Party’s receipt of any Confidential Information and shall terminate three-years from time the Disclosing Party last received Confidential Information. Upon discovery of an unauthorized disclosure, the Disclosing Party shall endeavor to prevent further disclosure or use and shall immediately notify the Corporation. Such prohibition on disclosure of Confidential Information does not apply if said Confidential Information:

- a. had been within the public domain at the time it was disclosed or to has fallen within the public domain except through breach of this Article;
- b. had been developed independently by the Disclosing Party;
- c. was disclosed by the Disclosing Party to satisfy a legal demand by a court of competent jurisdiction or regulatory body, provided that the Disclosing Party make every reasonable effort to timely notify the Corporation that such Confidential Information will be disclosed so as to provide the Corporation with an opportunity to prevent the disclosure of such Confidential Information, and provided further that the Disclosing Party will disclose only that portion of the Confidential Information which is legally required to be disclosed and request confidential treatment of the proprietary information and/or technical data by the court or regulatory body;
- d. was disclosed by the Disclosing Party to satisfy a legal requirement or requirement of a securities exchange or similar authority, provided that the Disclosing Party will disclose only that

portion of the Confidential Information which is legally required to be disclosed and request confidential treatment of the Confidential Information from the appropriate court, regulatory body, securities exchange or similar authority; or

- e. is approved for release by prior written authorization of the Board.

Section 13.3 Waiver. The failure of the Corporation to enforce or to require the performance at any time of the provisions of this Article shall not be construed as a waiver of any of the provisions herein, and shall not affect either the validity of this Article, any other provisions of these Bylaws, or the Corporation's right to enforce each and every provision of these Bylaws.

Section 13.4 Reproduction and Return of Confidential Information. Confidential Information shall not be copied or reproduced without the express written permission of the Corporation, except for such copies as may reasonably be required for internal evaluation. Upon termination of service for the Corporation or School, all Confidential Information must be returned to the Corporation or destroyed unless otherwise prohibited by law.

ARTICLE XIV **CONFLICT OF INTEREST POLICY**

Section 14.1 Survival of Indemnification and Advancement of Expenses. The purpose of the conflict of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Section 14.2 Definition.

a. **Interested Person:** Any Director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

b. **Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- i. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement;
- ii. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or
- iii. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 14.4, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Section 14.3 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

Section 14.4 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, s/he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

Section 14.5 Procedures for Addressing the Conflict of Interest. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, s/he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

ADOPTED this _____ day of July, 2017, I certify that the foregoing Bylaws of Homes for Our Home, Inc. were approved and adopted by and on behalf of the Corporation by its Board of Directors, and are currently in effect.

By: _____
Title: Robert L. Fortson, Incorporator

**ARTICLES OF INCORPORATION
OF HOMES FOR OUR HOME, INC.**

ARTICLE I

The name of the Corporation is:

HOMES FOR OUR HOME, INC. (the "Corporation")

ARTICLE II

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

ARTICLE III

The Corporation shall have no members.

ARTICLE IV

The registered office of the Corporation shall be at: 3159 Campus Drive, Norcross, Ga 30071. The registered agent of the Corporation shall be: Edward H. Lindsey, Jr. at 303 Peachtree Street, Ste. 5300, Atlanta, Ga 30308.

ARTICLE V

The purposes for which the Corporation is formed are the following:

(A) The Corporation is organized exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law). The Corporation is specifically organized and shall be operated for the benefit of and to support and carry out the purposes of Brookhaven Innovation Academy, Inc., a Georgia nonprofit corporation operating a K-8 charter school, (hereinafter, the "School"). The School is tax-exempt under 509(a)(1) of the Internal Revenue Code of 1986.

The Corporation shall operate as a supporting organization within the meaning of Section 509(a)(3) of the Internal Revenue Code of 1986, as amended and shall be operated, supervised or controlled by the School, as shall be set forth in the Corporation's Bylaws.

(B) The Corporation is not organized and shall not be operated for pecuniary gain or profit. No part of the property or net earnings of the Corporation shall inure to the benefit of or be distributable to its incorporator, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VI of these Articles. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislators, and the Corporation shall not participate in, or intervene in (including publication or distribution of statements) any political campaign on behalf of, or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE VI

The affairs of the Corporation shall be managed by a Board of Directors. The number of Directors of the Corporation and method of election shall be set out in the bylaws. No individual shall be named or elected as a director without his or her prior consent. Furthermore, in no event shall the Corporation's Board of Directors consist of a majority of individuals who are 'disqualified persons' with respect to the Corporation within the meaning of sections 509(a)(3) and 4946 of the Internal Revenue Code.

ARTICLE VII

Upon the dissolution of the Corporation's affairs, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the remaining assets of the Corporation, exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board shall determine. Any of such assets not so disposed of shall be disposed of by the court having proper jurisdiction in the county where the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

(a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed

by Section 4942 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).

(b) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).

(c) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).

(d) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).

(e) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws).

ARTICLE IX

(a) Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer or trustee of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid, advanced or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, arbitral, administrative or investigative, whether formal or informal, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or of such other enterprises. Such indemnification, reimbursement or advance shall be made only in accordance with the laws of the State of Georgia, including the Georgia Nonprofit Corporation Code, subject to the conditions prescribed under such statutory provisions.

(b) In any instance where the laws of the State of Georgia permit indemnification, reimbursement or advances to be provided to persons who are or have been an officer or director of the Corporation or who are or have been an officer, director, partner, joint venturer or trustee of any such other enterprise only on a determination that certain specified standards of conduct have been met, that all statutory requirements and procedures have been satisfied, and that upon application for indemnification, reimbursement or advances by any such person the Corporation shall promptly cause such determination to be made in accordance with the statutory procedures of Georgia law.

(c) Nothing in this Article shall be construed as limiting the applicability and scope of Georgia law with respect to indemnification, reimbursement and advances for expenses; further, as a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

(d) In accordance with the law of the State of Georgia, the Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. Any expenses or other amounts that are paid by way of insurance, or by indemnification, reimbursement, or advances of funds other than by court order, action by shareholders, the Corporation shall provide notice of such payment to the shareholders in accordance with the applicable provisions of the laws of the State of Georgia.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ___ day of July, 2017

Robert L. Fortson, Incorporator