AMENDED BYLAWS OF
GLOBAL VILLAGE ACADEMY — AURORA
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ARTICLE I
General

1.1 **Name.** The name of this Corporation is Global Village Academy — Aurora.

1.2 **Definitions — Attachments.** In these bylaws, the terms set out in the “Common Definitions” that is Attachment A hereto, shall have the meaning assigned therein. Attachments A, B and C are a part of these bylaws, as if fully restated herein.

1.3 **Purpose.** The purpose of these bylaws is to make provision for the functioning of the Corporation in accordance with, and subject to, all provisions of its Articles of Incorporation.

1.4 **Office.** The principal office of the Corporation shall be located in Adams County, State of Colorado, or such other site as may be designated by the Charter Board from time to time.

1.5 **No Stock — Sole Member.** The Corporation shall have no stock. The Collaborative shall be the sole member of the School.

1.6 **No Seal — Signatures Sufficient.** The School will not use a seal. The signatures of duly authorized persons shall be legal and binding.

1.7 **Fiscal Year.** The fiscal year of the School shall be July 1 to June 30.

1.8 **General Powers.** The School shall have, subject to the reserved powers of the Member, all the powers granted non-profit Corporations under the Nonprofit Act, and all powers granted to charter schools under the Act, and all powers appropriate to a nonprofit Corporation or charter school provided for in other laws of the State of Colorado now in effect or hereinafter enacted.

1.9 **Mission.** The School’s mission is to implement the Educational Mission at its campus, consistently with and under supervision of the Member and to support, through the Collaborative, development and maintenance of a public P-16 system of language education otherwise consistent with the educational mission.

ARTICLE II
Board of Directors

2.1 **Board Powers & Duties — Policy Responsibilities — Day-to-Day Operations — Books & Records.** The business, property and affairs of this School shall be, subject to the reserved powers of the Member, conducted and managed by the Charter Board. The Charter Board may exercise any and all School powers, subject only to the requirements of the Articles of Incorporation and these Bylaws and the reserved powers of the Member. Responsibility for day-to-day operations of the School and for implementation of the policies established by the Charter Board shall generally be the responsibility of contractors, employees, committees, or others identified by the Charter.
Board. In general, the Charter Board, subject to the reserved powers of the Member, shall exercise its powers through —

2.1.1 Appointing or Confirming Charter Directors and Collaborative Directors, as otherwise provided in these bylaws or bylaws of the Collaborative.

2.1.2 Directly, through the Principal, the Collaborative, the CAO/CEO, committees, or otherwise: monitoring and evaluating the School’s performance on educational and non-educational goals and objectives; implementing any necessary or appropriate changes; and causing the preparation and delivery of such reports, audits, applications for renewal or other documents as may be required to continue charter status or otherwise comply with law;

2.1.3 Establishing general policies for the School;

2.1.4 Consistent with both the charter contract and Collaborative Contract, approving the School budget by June 30 of each fiscal year, and modification of the budget at appropriate later time or times each year; approving by resolution any borrowing or transfers between funds; and reviewing, from time to time, revenues and expenditures against budget to assure budget integrity and legal compliance;

2.1.5 Participating in and monitoring negotiation of, and reviewing and giving final approval, after pre-clearance by the Member, to any Major Agreement of the School, provided that the Collaborative shall retain the exclusive power to retain counsel, accountants and auditors of the Collaborative to serve the School;

2.1.6 Consistent with Attachment B, employing a Principal;

2.1.7 Employing, upon recommendation of the Principal, all teachers and other employees of the School;

2.1.8 Causing such evaluations, and making such recommendations, regarding the Principal and all employees or advisors of the Charter Board as will fulfill its duty to assure that the Academy is operated in compliance with the charter contract and otherwise in a thorough, uniform, and efficient manner; and,

2.1.9 Inspecting, as needed, any and all books and records of the School. Such inspection may be requested by any Charter Director, and may be carried out by all Charter Directors at any regular meeting of the Charter Board, or by any individual Charter Director at any reasonable time. Student records shall remain property of the School.
2.2 **Directors — Number.** The Charter Board shall consist of five (5) voting Charter Directors, provided that vacancies shall not prevent the Board from taking otherwise authorized action. The Principal is not a Director.

2.3 **Composition of the Board & Selection of Directors.** Charter Directors shall be selected as follows:

2.3.1 **Self-Perpetuating Directors.** Two Charter Directors shall be Nominated by the GVA Leadership Development Committee and Confirmed by the Charter Board.

2.3.2 **Collaborative-Appointed Directors.** Three Charter Directors shall be Nominated by the GVA Leadership Development Committee and Confirmed by the Collaborative Board.

2.3.3 **Named Directors** may initially fill any of the positions listed above.

2.3.4 **Interlocking Directors — Limitations.** In no event shall: (A) the Charter Board and Collaborative Board have more than three interlocking Directors; (B) the Charter Board and the Board of another School belonging to the Collaborative have any interlocking Directors. No employee of the School, the Collaborative, another School belonging to the Collaborative, nor any authorizer of a School belonging to the Collaborative may be a Charter Director.

2.4 **Director Terms — Services for Multiple Terms Permitted.** All Charter Directors will be appointed for a term of one or two years, provided that (A) each Charter Director’s initial term shall be for one year, (B) terms shall expire on June 30 each year, and (C) no directorship shall be deemed vacation due to expiration of a term until a successor is qualified. Charter Directors may be re-appointed. The years in which terms expire will be arranged, and may be modified, by the Collaborative Board so that the terms of Charter Directors are staggered.

2.5 **Officers.** The Charter Board may select a President, and Secretary-Treasurer or may select a President, Vice-President, Secretary and Treasurer. Generally, selection of officers shall take place annually at a meeting held in June, July or August. Selection of officers shall be reported to the GVCC Board, which shall confirm such selection, which confirmation shall not be unreasonably denied. Duties of officers may be delegated to employees or agents of the School or the GVCC, provided that officers shall reasonably assure that such delegated duties are properly performed. The duties of the officers shall include, without limitation, the following:

2.5.1 **President.** The President shall call and preside over Charter Board meetings; and shall make provision for a printed agenda to be distributed to all interested persons in advance of each meeting. The President shall serve as a Collaborative Director. The President shall serve as a liaison between the Charter Board and the
Collaborative Board and CAO/CEO. The President shall serve as the lead point-of-contact between the Charter Board and Principal between Charter Board meetings.

2.5.2 *Vice President.* The Vice President shall serve as President in the absence or inability of the President and may be delegated by the President any duties or powers of the President. Upon full assumption of the office of President, the office of Vice President shall be vacant.

2.5.3 *Secretary.* The Secretary shall make provision for: a record to be kept of all meetings of the Charter Board; all Charter Directors to have a current copy of the charter contract, articles of incorporation, bylaws, Collaborative Contract, articles and bylaws of the Collaborative, and tax exempt status of the School; the maintenance and preservation of the history of this School; communication to the constituencies of the School on a regular basis; all notices required by these bylaws or by vote of the Charter Board; report any communications received to the Charter Board as a whole; and publication of such reports, articles or communications as the Charter Board may direct from time to time.

2.5.4 *Treasurer.* The Treasurer shall make provision for: the secure deposit of the funds of the School; a full and accurate account of receipts and expenditures and the maintenance of such books of account and records as are necessary to demonstrate compliance with all provisions of any charter contract and bylaws of this School; a financial statement to be submitted at every meeting of the School and at other times when requested by the Charter Board; and the accounts to be subject to an annual audit by an Certified Professional Accountant or other appropriately qualified individual.

2.5.5 *Secretary-Treasurer.* A Secretary-Treasurer shall perform the functions listed for Secretary and Treasurer.

2.6 **Removal — Absence or Inability — Deemed Resignation.** A Charter Director may be removed by the Member as prescribed in the bylaws of the GVCC. A Charter Director or an officer may also be removed:

2.6.1 *For Cause – Charter Board Appointees & Officers.* Charter Directors confirmed by the Charter board and any officer may be: (A) removed for cause; or (B) in the event of excessive unexcused absences, be deemed to have resigned, by majority vote of all other Charter Directors then serving on the Charter Board. A Charter Director or officer subject to a vote of removal for cause shall be given at least 72 hours actual advance notice of the proposed removal vote, including a concise statement of grounds for removal. A Charter Director or officer subject to removal for cause shall be given a reasonable opportunity to address the Charter Board before the vote is taken. Removal for Cause and deemed resignation shall be effective upon Charter
Board vote. Removal of a Charter Director or officer for Cause shall be reported immediately to the Collaborative Board.

2.6.2 Without Cause — Charter Board Appointees & Officers. Charter Directors confirmed by the Charter Board and any officer may be removed without Cause by a two-thirds vote of all other Charter Directors then serving on the Charter Board. Such removal shall be reported immediately to the Collaborative Board.

2.6.3 Absence or Inability. In the absence or inability of any officer, the Charter Board may delegate the powers and duties of such officer, except as otherwise provided herein, to any Charter Director.

2.6.4 Cause — Collaborative Appointees. In the event a Charter Director confirmed by the Collaborative Board has given Cause for removal, such Cause may be reported by the President or at the direction of a majority of the Charter Board to the Collaborative Board for its consideration and any action.

2.7 Vacancies. Unless a Charter Director or officer is unable or unwilling to serve, or removed for Cause or deemed to have resigned, a Charter Director shall continue in office until a replacement is selected. Upon vacancy or removal of a Charter Director the person to serve the remainder of the unexpired term shall be nominated and confirmed by the person or bodies with power of nomination and confirmation over that directorship under Section 2.3, above. Upon vacancy or removal of an officer, the person to serve the remainder of the unexpired term shall be elected by a majority of the Charter Directors then on the Charter Board.

2.8 Code of Conduct. Each Charter Director and officer shall, prior to entering upon their duties each year, agree in writing that as a condition of his or her service he or she will abide by the Collaborative and Charter Board Code of Conduct, Attachment C hereto and the GVCC Conflict of Interest Policy, Attachment D hereto. The Collaborative retains authority to change such policies, notwithstanding their Attachment to these bylaws.

2.9 No Property Interest. Notwithstanding use of Cause as a basis for certain removals, no Charter Director or Officer shall have any property interest in their position as a Director or Officer.

ARTICLE III
Meetings & Committees

3.1 Regular & Special Meetings — Quorum — Board Action. Regular meetings of the Charter Board shall be held during the year, the times to be fixed by the Charter Board in advance. Notice of regular Charter Board meetings shall be given in writing, in advance of the date of said meeting, to each Charter Director, provided that notice of a schedule of fixed meeting dates shall suffice as the notice required by this section. Special meetings may be
called by the President or a majority of all Directors, regular meetings may be canceled by the
President and, in such cases, an effort will be made to give actual advance notice of such
meetings or cancellations to each Charter Director. A majority of the Charter Directors then
serving shall constitute a quorum for conducting business and a majority of a quorum shall be
sufficient to take action on any subject not requiring some greater number, as specifically stated
in these bylaws. The Charter Board shall conduct all meetings in accordance with the Sunshine
Act. No Charter Director may vote by proxy and no action may be taken by the Charter Board
without vote in public session. Charter Directors may attend Charter Board meetings and vote
electronically.

3.2 **Parliamentary Procedure.** The Charter Board shall follow ordinary rules of
practice for a small board, and may use *Robert’s Rules of Order, Newly Revised* (10th ed.) as a
nonbinding reference on parliamentary procedure.

3.3 **Committees.** Committees that serve the School may be subject to and if so
subject shall abide by the Sunshine Act. Committee meetings on topics for which an executive
session would be permitted or required by the Sunshine Act, if conducted by the Charter Board,
shall be conducted confidentially, electronically recorded, and not publicly disclosed. Except as
otherwise provided in these bylaws or a committee charge, and subject to the reserved rights of
the Member, the Charter Board may designate, discharge or dissolve, such committees or
subordinate bodies as it deems necessary or appropriate. The resolution designating a
committee shall define its membership and the charge given to such committee. Except as
otherwise provided in these bylaws, the President shall appoint the members of committees so
designated. All committee meetings shall be recorded in minutes, which shall be forwarded to
the Charter Board.

3.3.1 **Accountability Committee.** Members of the School Accountability Committee
(SAC) shall be appointed by the GVCC Leadership Development Committee. The SAC required by C.R.S. § 22-11-401 shall consist of:

- the Principal;
- one teacher who provides instruction at the School;
- two Charter Directors;
- three parents, of whom two may also be Charter Directors and one must
  be a member of the an organization of parents and teacher recognized by
  the School; and
- one “community” appointee.

3.3.2 **GVA Leadership Development Committee.** The President of the Charter Board,
and the Principal shall serve on the GVA Leadership Development Committee, as
otherwise provided in the bylaws of the GVCC.
3.3.3 Executive Committee. The President of the Charter Board shall be a member of the Executive Committee, as otherwise provided in the bylaws of GVCC. The Executive Committee may take interim action for the Charter Board, as otherwise provided in the bylaws of GVCC, subject to ratification by the Charter Board at a regular or special meeting.

3.3.4 Joint Committees. Directors may be expected to serve on joint committees appointed as provided in the bylaws of the GVCC.

3.4 Related Organizations. Subject to the reserved powers of the Member, the Charter Board may exercise any power to appoint a director or directors, to serve as a member of, or to otherwise exercise appropriate powers for a corporation created for appropriate purposes ancillary to the operation of a School or Schools, such as securing school facilities, as such roles or powers are described in the organizing documents of that corporation.

ARTICLE IV
Principal & Chief Academic Officer/Chief Executive Officer

The Principal shall have general and active control of the affairs and business of the School and the supervision of its employees, subject to the authority of the Charter Board, the CAO/CEO of the Collaborative, and the Collaborative Board. The CAO/CEO shall act and have all ordinary authority as the Principal’s direct supervisor. The Principal shall have the powers of a chief administrative officer of the School, conferred by law; and shall perform all other duties necessary or proper to see to the effective operation of the School. The Principal shall be entitled to fully participate in all Charter Board meetings, including intra-Board email communications or electronic meetings, excepting those concerning the Principal’s contract, compensation, evaluation or the resolution of an investigation or grievance against the Principal. The CAO/CEO shall be entitled to attend all meetings, including executive sessions, of the Charter Board, without exception. The employment of the Principal and any Assistant Principals is governed by the terms specified in Attachment B.

ARTICLE V
Dispute Resolution

The Charter Board shall provide means for resolution of disputes internal to the School and to that end may establish standing or ad hoc grievance or investigative committees, authorize mediation, fact-finding or arbitration, or otherwise act to assure the resolution of disputes. No body authorized by the Board to resolve a dispute may take action that is inconsistent with, subtracts from or adds to the Articles of Incorporation or these Bylaws, or is in any way inconsistent with the reserved powers of the Member. The Collaborative Contract shall address resolution of disputes between the Collaborative and a School.
ARTICLE VI
Financial Activities

6.1 Contracts & Checks — Faith & Credit. Any and all contracts entered by the School shall be signed by the President or the President’s designee, provided that—

- checks and contracts of the School above or below a specified value may be signed and countersigned as otherwise provided by Collaborative policy; and
- checks, contracts and other documents may be signed to execute a transaction that has specific advance approval in a Charter Board resolution (and pre-clearance, if otherwise required, of the Collaborative), as directed and authorized in such resolution.

No officer or agent of the School or Collaborative has authority to pledge the credit of the School in any matter which is not: (A) provided for in a formal budget of the School; or (B) approved by proper advance vote of the Charter or Collaborative Board, as otherwise applicable.

6.2 Conflicting Interest Transactions. Charter Directors hold a position of trust, created in the interest of the common good and for the benefit of the School. Charter Directors shall disclose any known present or potential conflicts of interest, which disclosure shall be reduced to writing, to the Charter Board prior to or at the time set for voting on any conflicting interest transaction. Conflicting interest transactions shall include those involving any “party related to a Director” as that term is defined in COLO. REV. STAT. § 7-128-501(5). Written disclosures shall be attached to the minutes of the meeting at which, or the first meeting after, such disclosure has been made. Charter Directors with conflicting interests may be counted as present for purposes of determining a quorum to act and may discuss such transactions in public session. Charter Directors with conflicting interests shall neither attend executive sessions concerning nor vote on such transactions. Charter Directors shall abide by the Conflict of Interest Policy as adopted or amended by the Collaborative Board. Failure to abide by this provision may constitute grounds for removal of a Charter Director.

6.2.1 Collaborative & Charter Boards. The educational mission of the Charter Board and Collaborative Board is identical and the Collaborative has an interest in the proper functioning of each School in its capacity as sole member of such School. Each School has an interest in the proper functioning of the Collaborative as its sole Member. Further, Directors of the Organizations serve without compensation. Accordingly, service of a Charter Director as also a Collaborative Director does not create a conflict of interest.

6.2.2 Organization & Authorizer Employees & Contractors. No director of any of the Organizations, nor any person who is a “party related to a director” within the meaning of C.R.S. § 7-128-501, shall be retained as an employee or an
independent contractor by any one of them. No person employed by an authorizer of a School may serve as a director of any of the Organizations.

6.3 **Director & Officer Compensation.** Charter Directors and officers are volunteers and shall receive no compensation for service on the Charter Board, provided that the Charter Board may make provision for the School to reimburse Charter Directors or officers for reasonable and appropriate out-of-pocket expenses incurred for the benefit of the School and properly documented for the records of the School. Charter Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the School in any other capacity, subject to Sections 6.2 and 2.3.5.

6.4 **No Loans.** No loans may be made by the School to any person or entity for any purpose, provided the Charter Board may authorize no more than one month’s advance pay to an employee in cases of hardship.

6.5 **Deposits & Investments.** All funds of the School shall be deposited or invested with an eligible public depository. Funds not needed for immediate cash needs, as designated by the Charter Board, may be invested through non-demand accounts.

6.6 **Financial Reports & Audit.** The Charter Board shall require the Collaborative Chief Financial Officer (CFO) to render to the Charter Board an account of the financial condition of the School and he or she shall, upon request, detail and explain any and all expenditures made from School accounts or otherwise for the School’s benefit. The Charter Board through the Collaborative Contract shall provide or direct the Collaborative CFO to provide for a full, independent annual audit of each School’s books, and report to the Charter Board and the Member the results of such audits and recommendations, if any, of the auditors.

6.7 **Non-Co-mingling.** The School shall maintain separate funds from the Collaborative and from any other School for which the Collaborative serves as sole Member; and shall not co-mingle such funds.

**ARTICLE VII**

**Legal Compliance**

7.1 **Primary Board Duty.** It is the primary duty of the Charter Board to further the purposes of the School, as set forth in the Articles of Incorporation.

7.2 **Consistency with Internal Revenue Code.** Notwithstanding any other provision of these bylaws, the School shall neither compensate any person, nor reimburse expenses, nor indemnify losses, or purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the School as an organization described in section 501(c)(3) of the Internal Revenue Code, or that would result in the imposition of any liability under the Code.
7.3 **Nondiscrimination.** At no time shall the School engage in any action, with regard to faculty, employees, parents, students or others, which, in violation of federal, state, or local laws, improperly discriminates on the bases of race, national origin, religion, sex, age, disability, status as an honourably discharged veteran, lawful alienage, or sexual orientation.

7.4 **Severability.** If any section, article or other provision of these bylaws or the articles of incorporation is invalidated by any court on any ground, the balance of these articles and bylaws shall be unaffected thereby and shall be construed as if such provision had been repealed by amendment.

7.5 **Disposition of Assets.** Upon any closure of the School, assets remaining after satisfaction of the School’s obligations incurred in connection with running the School may become property of a charter authorizer and, if so, will be conveyed to the authorizer, as further provided in the charter contract.

ARTICLE VIII

**Immunities, Indemnification & Insurance**

8.1 **Immunities.** The School shall take no action to impair the immunities of individual Charter Directors or Officers under the Federal Volunteer Protection Act, 42 U.S.C. § 14501, et seq.; provisions of Colorado law respecting volunteers and directors of nonprofit organizations, C.R.S. § 13-21-116(b)(1); or the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-110, 111 & 118, or any successor provisions.

8.2 **Indemnification.** The School shall indemnify any person who was, is or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that this person is or was an officer or Director of the School and acting in that capacity, unless such indemnification is prohibited by law. Any indemnification under this Article shall be made only as authorized on a specific case by a determination of the Charter Board on whether such indemnification is legally permissible, by majority vote of a quorum, with only voting Charter Directors not parties to the proceeding counted in satisfying the quorum, or, if a quorum cannot be so obtained, by independent legal counsel selected by majority vote of all voting Charter Directors. The determination made before indemnification is provided shall conform to the requirements of the Nonprofit Act. An advance of expenses in aide of indemnification shall only be made as allowed by the Nonprofit Act, and as otherwise required by this Article for indemnification generally.

8.3 **Insurance.** The School shall purchase and maintain such insurance as is appropriate to reasonably assure that costs arising from claims brought against Charter Directors or officers in such capacity or for acts taken for the School are defrayed.
ARTICLE IX
Amendments — Emergency Powers — Fundamental Changes

9.1 Amendments by Majority Vote & At Regular Meeting. Amendments to the bylaws and the articles of incorporation, excepting Sections 9.1 and 9.2 of the bylaws and any amendment that would effect a Fundamental School Change, may be made by a majority vote of all Charter Directors serving, at a regular meeting, and not otherwise.

9.2 Notice of Proposal — Advance Reading — Waiver. Advance notice of proposed amendments shall be given to Charter Directors not less than forty-eight hours before a meeting at which the amendment will be proposed. Proposed amendments shall be read at a public meeting not less than thirty days before taking a vote to amend, unless such reading is waived by unanimous consent of those present.

9.3 Amendments Consistent with Charter Contract and Member Bylaws. No amendment to these bylaws or the articles of incorporation may in any way alter, amend, or controvert any provision of the charter school contract with any charter authorizer, unless such proposed amendment first is submitted to and approved by such authorizer. No amendment to these bylaws or the articles of incorporation may in any way alter, amend, or controvert any provision in the bylaws of the Member.

9.4 Emergency Powers. Temporary vacancies shall not prevent the Charter Board from acting, so long as a quorum is available. Should the Charter Board at any time have fewer than three Directors then serving, or be for any other reason unable to act under these bylaws, the Charter Directors remaining may: exercise the emergency powers permitted under the Nonprofit Act and, as to directorships where the Charter Board confirms an appointment, act to restore the Board to a proper complement of Directors; but may not amend these bylaws nor the articles of incorporation, nor make any fundamental changes. The Collaborative Board may also exercise emergency power to appoint Charter Directors to directorships confirmed by the Collaborative Board. Should the Charter Board fail, refuse or be unable for any reason to appoint a sufficient number of Charter Directors, the Collaborative Board may appoint temporary Charter Directors to enable resumption of ordinary Charter Board functions.

9.5 Fundamental Changes. Fundamental School Changes cannot be made by bylaws Amendment. Such changes in every case require the approval of the Member:

9.5.1 Fundamental School Changes, if not treated more specifically below, may be proposed to the Member by vote of a majority of all Charter Directors.

9.5.2 Relinquishment of a Charter Contract, Dissolution of the School, or Disaffiliation with the Collaborative shall require approval of two-thirds of all Charter Directors and subsequent approval of the Member.
Certification

THE FOREGOING is a true and correct copy of the amended bylaws of the corporation, as duly adopted by the Board of Directors as amended on the ___th day of _______, 2012.

___________________________________
Board President

Attest:

___________________________________
Board Secretary
“Act” means the Colorado Charter Schools Act, C.R.S. §§ 22-30.5-101 – 115, or the corresponding provisions in any successor statute.

“Board” means the board of directors of the a School or of the Collaborative, or both, as indicated by context.

“Charter Board” means the board of directors of a School.

“Collaborative Board” means the board of directors of GVCC.

“Cause” means a good and sufficient reason for taking action and shall include, without limitation, any action necessary to protect the best interests of the Collaborative or any School, and any action appropriate under a Board Code of Conduct including, without limitation, actions related to excessive absences of Directors from meetings.

“Chief Academic Officer/Chief Executive Officer” or “CAO/CEO” means the person employed by the Collaborative Board as the single lead administrative officer of the Collaborative and the educational program of all Schools.

“Collaborative” or “GVCC” means the Global Village Charter Collaborative.

“Collaborative Contract” means the agreement entered by GVA – Aurora and others creating GVCC under the Collaborative Act.


“Confirm” or “Confirmation” means the act of appointing a Director when the power to nominate the director has been vested in another party.

“Director” means a member of the Collaborative or Charter Board or both, as indicated by context.

“Charter Director” means a Director of a Charter Board.

“Collaborative Director” means a Director of the GVCC Board.

“Named Director” means a Director selected by being identified in the Articles of Incorporation, Bylaws or an initial organizing resolution of the Board and, in the case of a Charter Board, accepted by the Collaborative.
“Educational Mission” means both the ultimate mission of the Collaborative and the immediate mission of each School as identified in the following mission and vision statements —

**GVA Mission Statement:** Global Village Academy students will become fluent and literate in English and a second world language, excel academically in core content subjects, and develop 21st century skills, including cross-cultural understanding.

**GVA Vision Statement:** Global Village Academy is a world-class school that supports P-16 education in English and a second world language, and promotes college and workforce readiness in a global economy, as well as 21st century skills, including the ability to work in cross-cultural situations.

“Fundamental Changes” means actions that are so basic to the operation of the Collaborative and the Schools that they may only be undertaken by the specific process stated in the applicable bylaws.

“Fundamental Collaborative Changes” means any action of the Collaborative Board to dissolve the Collaborative or cease operations; sever relations with a School; relinquish any charter contract; or change the Educational Mission.

“Fundamental School Changes” means any action of the School and Collaborative Boards to — change School mission; relinquish a charter contract; dissolve a School corporation; any appeal of an authorizer decision to the State Board of Education; any challenge to an authorizer’s exclusive chartering authority; any litigation against an authorizer; any decision to declare any form of School insolvency, any mass layoff of more than 15% of School employees; any lockout of School employees; any other action, however denominated, by a Charter Board that immediately puts in question the existence, or ongoing viability of a School or that may severely threaten the quality of relations with a School’s authorizer; any proposed or attempted disaffiliation, however denominated, with the Collaborative; and, any proposed amendment of a Charter School’s bylaws or articles of incorporation, or action of any other description whatsoever that would in any degree impair, limit, or modify the powers of the Collaborative as sole Member of the School;

“Major Agreements” means, without limitation, a charter contract, a School facility lease, a School facility purchase agreement, any agreement related to bonded indebtedness incurred for the benefit of a School, any agreement incurring debt of a School or an obligation to pay for more than one fiscal year, any 403(b) or similar pension plan, any collective bargaining agreement or similar collective agreement with a
group of employees, any agreement that entails binding arbitration; all agreements for the
School or the Collaborative to retain counsel, accountants and auditors; and any
agreement of similar long-term impact or organizational import entered by a School or
the Collaborative;

“Member” means the Collaborative acting in that capacity in relation to each nonprofit
corporation formed to manage a School. Acts of the Collaborative acting as Member are,
accordingly, acts of the School.

“Nominate” or “Nomination” means the act of naming an individual for appointment as
a Director, subject to a power of confirmation vested in another party.

“Nonprofit Act” means the Colorado Revised Nonprofit Corporations Act, C.R.S. §§ 7-
121-101 – 7-137-301, or the corresponding provisions in any successor statute.

“Other Schools” means a school with an educational mission substantially similar to that
of GVCC and with which GVCC maintains a relationship, either by joint participation in
certain activities, or through a fee-for-service arrangement, but as to which GVCC does
not act as sole member.

“Organizations” means the Collaborative and the Schools.

“Parties” means the Organizations in their capacity of forming and accepting the
Collaborative Contract.

“Principal” means the person employed as the chief executive or administrative officer
of a School.

“School” means each separate school operating under the auspices of an individual
charter contract, and of which GVCC is the sole member. References to a “School” in
the singular may, as appropriate, be construed as plural. Schools include, without
limitation, Global Village Academy, Inc. (also known as Global Village Academy —
Aurora) and Global Village Academy — Northglenn.

“Sunshine Act” means “Part 4 — Open Meetings,” of the Colorado Sunshine Act of
1972, C.R.S. §§ 24-6-401 & 402, or the corresponding provisions in any successor statute.
ATTACHMENT B

Employment of Principals & Assistant Principals

All definitions adopted in Attachment A, “Common Definitions” are applicable to this Attachment, as if restated herein.

The Organizations mutually recognize that the position of Principal is one in which they each have critical interests. The Principal is the leading point of contact between the Organizations. For GVCC, the Principal is critical to successful replication and implementation of the program. Continuity in this position is an important value and the reported average duration of school leaders reporting to grass roots charter school boards is not acceptable to GVCC. For the Schools, effective voice over the Principal’s employment is critical to meaningful discharge of the Charter Board’s fiduciary duties. Assistant Principals are hired with the intention of developing a cadre of effective school leaders, any of whom can perform as a Principal. In balancing these important interests, each Party acknowledges the legitimate concerns of the other, and the Organizations hereby define the employment of Principals and Assistant Principals as employees of the Collaborative being leased to the School. Consistently, with this understanding, the Parties further adopt and agree to the following:

1. The Principal will coordinate the efforts of all School-level stakeholders with GVCC, including liaison between the GVCC central office and the Charter Board, parents, teachers, and other employees.

2. The Principal will be responsible for day-to-day direction of teachers and other School-level employees. Teachers shall report to the Principal.

3. GVCC shall provide the service of the GVCC central office and employees seconded from Schools to assist the Principal in the execution of the duties of the Principal.

4. GVCC shall, whenever necessary, conduct an appropriate search for a Principal or Assistant Principal. GVCC and the Charter Board shall collaborate in developing the job search goals, job description, requirements for applicants, and search and selection criteria. The Charter Board may submit names for consideration. When GVCC has determined the “finalists” for such position, as that term is defined in the Sunshine Act, it shall arrange for the Charter Board to interview the finalists. In submitting such names to the Charter Board, GVCC shall be deemed to have consented to that Board naming any of the individuals interviewed. The Charter Board shall select a Principal or Assistant Principal from among such finalists. Should the Charter Board not name any of those interviewed, GVCC shall name another finalist or finalists or conduct a further search to determine a new set of finalists, subject to interviews and selection by the Charter Board.
5. GVCC shall supervise Principals and Assistant Principals on a day-to-day basis with regular and formal input from the Charter Board and shall hold her or him accountable for the success of the School. GVCC shall annually evaluate the Principal and Assistant Principal. The GVCC evaluation shall be provided to the Charter Board for its review.

6. The Charter Board shall formally conduct an evaluation of the Principal’s performance. This evaluation shall be provided to GVCC for its review.

7. The Collaborative shall determine, as part of its budgeting process, the salary for the Principal and Assistant Principal. The Charter Board may, consistently with Collaborative compensation policy define, determine eligibility for and pay a performance bonus to the Principal or Assistant Principal.

8. Subject to paragraph 10, GVCC shall have authority to terminate the Principal or Assistant Principal.

9. Subject to paragraph 10, each School shall have authority to terminate the assignment of its Principal or Assistant Principal. In this event, GVCC may, in its sole discretion, transfer the Principal or Assistant Principal to another position within GVCC but not serving the School, or may elect to terminate the Principal or Assistant Principal.

10. Possible termination of a Principal or Assistant Principal must be discussed between the Charter Board and the GVCC CAO/CEO in advance, and shall take due account of the employee’s performance as reflected in each of their evaluations, provided that if an imminent threat to school personnel, students, the School or GVCC property is involved the CAO/CEO may suspend a Principal or Assistant Principal with pay pending decision. After discussion between them, either Organization may exercise its unilateral right of termination. Notwithstanding the requirements of this paragraph, termination shall be “at will.”

11. The Principal and Assistant Principal shall have access to the GVCC grievance procedure with respect to all issues covered by that procedure.

12. Day-to-day responsibility for management of School-level personnel, including the hiring, supervision, discipline and termination of the teachers, and compliance with requirements of taxing authorities, workers compensation, immigration, and the like shall be the responsibility of the Principal, with technical assistance from the GVCC central office. Any termination of School instructional or educational personnel, other than the Assistant Principal, shall be effected by the Principal,
subject only to the responsibility and ability of the Charter Board and GVCC to evaluate the Principal and otherwise exercise the powers listed above.

13. The written contract for employment of the Principal and Assistant Principal shall run from GVCC to the employee, subject to the requirements of paragraphs 14.

14. The Organizations may agree in writing, from time to time, that a Principal or Assistant Principal shall be treated by the Schools and GVCC as the statutory employee of the Schools for specified purposes. For all purposes not otherwise specifically agreed in writing, the Principal and Assistant Principal shall be considered an employee of GVCC being leased to the Schools.
ATTACHMENT C

Collaborative and Charter Board Code of Conduct

All definitions adopted in Attachment A, “Common Definitions,” are applicable under this Code of Conduct.

Each director and officer of the Collaborative and each School shall, prior to entering upon their duties, agree that as a condition of his or her service he or she will:

• Behave in an ethical, businesslike, and lawful manner, and therefore:
  • make proper use of authority, and observe appropriate decorum.
  • be guided by the School’s mission, to serve the School’s students.

• Observe the roles of the Collaborative and Charter Boards in governance and policy development and respect the role of administration in day-to-day management of the School and Collaborative and, therefore:
  • not purport personally to direct any staff member, contractor, or student at the School or Collaborative, or to communicate, outside of official Board processes, judgments on the administration’s or any teacher’s performance, provided that the President of the Collaborative may direct the CAO/CEO and school contractors.

• Respect the integrity of the Collaborative Board and Charter Board processes, and therefore:
  • listen, speak my mind, and share all relevant information with other directors in a courteous manner.
  • respect the opinions of others.
  • address issues, not personalities, and thus not make disparaging remarks, in or out of meetings, about other directors, administrators, teachers, or the School.
  • once a vote has been taken, accept and respect the decision of the group and support its implementation.
  • except when carrying out delegated duties, not purport to conduct School business outside of Collaborative Board and Charter Board meetings.
• except as otherwise explicitly authorized, not attempt to speak for the School or represent the School, provided that a Collaborative Board or Charter Board President is authorized to attend meetings as a representative of that Board and to speak publicly on matters of Collaborative or School interest, in coordination with Collaborative and School administration.

• Act for the benefit of the Schools, not myself or others, and therefore:
  
  • not use any Board position for the economic advantage of myself, relatives, friends, or for any business in which he or she has an interest.

  • not use any Board position to benefit any organization other than the GVCC and the School.

  • disclose any conflict of interest and excuse myself from deliberation and vote on any such issue.

• Respect confidentiality and protect and maintain the proper confidences of the School, and therefore:

  • under no circumstances reveal any family or student confidential information, including family addresses, phone numbers, email addresses, or other contact information.

  • under no circumstances disclose to others properly confidential deliberations of a Board.

• Promptly notify the appropriate Board of any change that may affect eligibility to serve or willingness or ability to abide by these rules.
ATTACHMENT D
GVCC Conflict of Interest Policy

Article I
Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Organization’s (Global Village Charter Collaborative) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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, tax-exempt and charitable organizations.

Article II
Definitions

1. 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.

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

   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
   
   b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
   
   c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization 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 Article III, Section 2, 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.

Article III
Procedures

1. 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.

2. 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, he/she 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.

3. Procedures for Addressing the Conflict of Interest.

   a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

   b. 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.

   c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

   d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

   a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

   b. If, after hearing the member’s response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
Article IV  
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board’s or committee’s decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V  
Compensation

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member’s compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI  
Annual Statements

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and
d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Article VII**  
**Periodic Reviews**

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm’s length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII**  
**Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Article IX**  
**Permanence of This Policy**

This policy is not subject to change by regular action of the Board of Directors of Global Village Charter Collaborative.

The above policy was moved, seconded and passed on February 11, 2011.
Global Village Charter Collaborative

By: ____________________________________  
President, Board of Directors, Global Village Charter Collaborative
Conflict of Interest Annual Statement

Global Village Charter Collaborative
Conflict of Interest Annual Statement

I, ______________________________________________________________ (print name), have

• received a copy of the conflict of interest policy,
• read and understand the policy,
• agreed to comply with the policy, and
• understand that Global Village Charter Collaborative is charitable and in order to
  maintain its federal tax exemption it must engage primarily in activities which
  accomplish one or more of its tax-exempt purposes.

____________________________________  __________________________
Signature                                      Date