

**CHARTER COLLABORATIVE CONTRACT
BETWEEN GLOBAL VILLAGE ACADEMY — AURORA &
GLOBAL VILLAGE ACADEMY-NORTHGLENN**

This agreement to form a charter school collaborative, to be known as GLOBAL VILLAGE CHARTER COLLABORATIVE (“Collaborative”), is made between GLOBAL VILLAGE ACADEMY — AURORA (“GVA - Aurora”) and GLOBAL VILLAGE ACADEMY — NORTHGLENN (“GVA - Northglenn”), this 25 day of MARCH, 2011, and is accepted by the Collaborative of even date.

RECITALS

WHEREAS, GVA - Aurora and GVA - Northglenn have each been founded by parents, teachers and community members with a common interest in world language education, and commitment to a common educational mission; and

WHEREAS, each School’s mission has been approved by the school district that has approved its charter application and executed its charter contract; and

WHEREAS, the Schools desire to operate a system of substantially similar schools that provides substantially similar educational opportunities to public school students in Colorado; and

WHEREAS, the Schools seek to secure the benefits of certain economies of scale; to preserve consistency in pursuit of their common mission; assure reliable replication at GVA - Northglenn and any future campus of the educational program developed and implemented first at GVA - Aurora; and share valuable advances and innovations among Schools; and

WHEREAS, the General Assembly has enacted the Charter School Collaborative Act, C.R.S. § 22-30.5-602 – 605, that, effective August 11, 2010, permits creation of public charter school collaboratives to “exercise administrative control or direction in providing or operating specified functions, services or facilities for participating charter schools,” C.R.S. § 22-30.5-603(4)(a); and

WHEREAS, the Schools are each organized, as permitted by law, as a Colorado nonprofit corporation, which organization “shall not affect its status as a public school,” C.R.S. § 22-30.5-104(4); and

WHEREAS, charter collaboratives are “subject to all state statutes regulating charter schools as public entities as if the charter school collaborative were authorized by a school district board of education,” C.R.S. § 22-30.5-603(3), thus permitting organization of a collaborative as a Colorado nonprofit corporation consistently with C.R.S. § 22-30.5-104(4); and

WHEREAS, the Colorado Revised Nonprofit Corporations Act, C.R.S. § 7-128-101 – 7-128-301, permits nonprofit organizations to define their relationship with each through, *inter*

alia, the mechanism of one nonprofit corporation acting as a “member” of another, with the rights, duties and responsibilities of such membership defined in the organizations’ respective articles and bylaws; and

WHEREAS, the use of a sole-corporate-member structure to define the relationship between the Organizations creates a barrier to debts, liabilities and obligations of a School being a debt, liability or obligation of the Collaborative, or another School, as a matter of law; and

WHEREAS, under the Charter School Collaborative Act, the debts, liabilities, and obligations of the Collaborative “shall not be the responsibility of the participating charter schools or their authorizers.” C.R.S. § 22-30.5-603(2); and

WHEREAS, the Collaborative, though a separate entity, is also the sole Member of each School and, as such, exercises certain reserved powers of the School, including a unified process for annual appropriation, such that neither this contract nor the financial transactions between the Organizations, and not involving third parties, constitute creation of a multiple-year fiscal obligations subject to any divisible budgetary process of any of the Organizations;

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and other good and valuable consideration, as reflected below, the Parties hereto bargain and agree as follows:

1. Name & Purpose — Definitions — Attachments & Exhibits. The charter collaborative formed by this agreement shall be known as “Global Village Charter Collaborative.” The Collaborative’s purpose shall be to advance and carry out the common educational mission of participating Schools and to otherwise advance world language education as more specifically set forth in its corporate mission. The terms set out in the “Common Definitions,” Attachment A hereto, shall have the meaning assigned therein. Attachments A, B and C, and Exhibits 1 and 2 are a part of this Contract, as if fully restated herein.

1.1 *Educational Program.* At all times consistent with the charter contracts entered by the Schools, the Collaborative Board shall have the authority to prescribe by policy, curriculum adoption or otherwise all aspects of the core educational program of the Schools. Documents fundamental to the educational program shall be listed in Exhibit 1 to this contract on or before June 30, 2011, and such documents may be adopted and revised, and Exhibit 1 refined, from time to time, by the Collaborative Board. The Collaborative Board may modify the listing of documents in Exhibit 1, after it is initially adopted, by action of two-thirds of that Board. Schools may undertake educational initiatives that are consistent with such Exhibit 1, or may request the Collaborative Board’s approval of an initiative to examine alternatives to particular aspects of Exhibit 1. Approval of alternative initiatives shall be by majority vote of the full Collaborative Board.

2. Sole Member. The Collaborative shall be the sole member of the nonprofit corporations that govern participating Schools. The Collaborative and Schools shall each exercise such rights and powers and have such duties and responsibilities in relation to each other as are further defined in the articles and bylaws of each Organization.

3. Functions & Services.

3.1. *Participating Schools.* GVCC shall serve as the “central office” to administer, manage and support the implementation of the Schools’ educational program, as provided in more detail in the articles and bylaws of the Organizations and elsewhere herein.

3.2. *Other Schools.* The Collaborative may enter into agreements with Other Schools or sister schools, to provide such services, on such terms, as the Collaborative finds necessary or appropriate to advance the mission of the Schools.

4. Initial Board. The initial Collaborative Board shall be as named in the bylaws of the Collaborative.

5. Board Organization.

5.1 *Number.* The number of Directors of the Collaborative shall be equal to the Number of Participating Schools times two, plus one.

5.2. *Manner of Appointment.* Collaborative Directors shall be selected as otherwise provided in the articles and bylaws of the Organizations.

5.3. *Terms of Office.* Each Director of the Collaborative shall be appointed for a renewable term of three years, provided that no directorship shall be deemed vacant due to expiration of a term, but shall continue until a successor is qualified.

5.4. *Compensation.* Directors are volunteers and shall receive no compensation for service on the Collaborative Board, provided that the Collaborative Board may make provision for the Collaborative to reimburse Directors or officers for reasonable and appropriate out-of-pocket expenses incurred for the benefit of the Organizations and properly documented. Directors shall not be disqualified from receiving reasonable compensation for services rendered to or for the benefit of the Organizations in any other capacity, subject to Section 5.7.

5.5 *Vacancies.* Vacancies shall exist as defined in the articles and bylaws of the Organizations and shall be filled in the manner and by the entities with authority to fill appointments as otherwise provided in the articles and bylaws of the Organizations.

5.6 *Removal.* Directors may be removed as otherwise provided in the articles and bylaws of the Organizations.

5.7 *Conflicts of Interest — Organization & Authorizer Employees & Contractors.* The Collaborative Board shall at all times act in compliance with the rules regarding conflict of interest stated in C.R.S. § 7-128-501 and 18-8-308. The Parties acknowledge that: (A) the educational mission of each of them is identical; (B) the Collaborative has an interest in the proper functioning of each School in its capacity as sole member of such School; and (C) each School has an interest in the proper functioning of the Collaborative as its sole Member. Further, Directors of all the Parties serve without compensation. Accordingly, service of a person as both a Collaborative and Charter Director shall not create a conflict of interest. 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. The Collaborative Board may adopt rules for the Organizations, binding upon each of them, related to conflicts of interest. Such rules shall be in addition to, or for purposes of implementing, conflict-of-interest rules stated herein or prescribed by law, a School’s charter contract, and a School’s bylaws.

6. Officers.

6.1. *Selection.* Officers of each Organization shall be selected as provided in the articles and bylaws of that Organization.

6.2. *Duties.* The duties of officers shall be defined in the articles and bylaws of each Organization.

7. Voting. Each Director on the Collaborative Board shall have one vote. In general, a quorum of the Collaborative Board shall consist of a majority of Directors and a majority of a quorum casting a vote in the affirmative shall suffice to take any ordinary action. This contract, and the Articles and Bylaws of GVCC may provide for other voting rules to govern: (1) situations involving a conflict of interest that disqualifies one or more Collaborative Directors from voting; (2) votes to amend the Articles or Bylaws of the Collaborative; (3) votes affecting the budget of a School; (4) votes to authorize Fundamental Changes; or (5) votes supplementing this Collaborative Contract or modifying Exhibits hereto, as otherwise provided herein.

8. Committees. Joint committees delegated responsibility for making formal recommendations may be formed by resolution of the Collaborative Board and shall be appointed so as to represent the Collaborative and each School. The Collaborative Board shall define the charge given such committee.

9. Dissolution & Withdrawal. The Collaborative may only be dissolved if:

9.1 The Collaborative Board approves a final resolution that includes dissolution of the Collaborative as a “fundamental change,” as otherwise provided for in the Organizations’ articles of incorporation and bylaws; or,

9.2 Schools withdraw from the Collaborative, as otherwise provided in the Organizations’ articles of incorporation and bylaws, or by operation of law, such that one or no School remains.

9.3 *Limitation:* Dissolution when the conditions in 8.1. or 8.2 or both are satisfied shall only take place if the requirements for termination stated in C.R.S. § 22-30.5-603(5)(d) have been satisfied.

10. Term & Termination.

10.1 This contract is for an indefinite term.

10.2 This contract may only be terminated if Schools have withdrawn from the Collaborative, as otherwise provided in the Organization’s articles of incorporation and bylaws, or have lost approved status as charter schools with finality, such that one or no School remains.

10.3 This contract may not be rescinded, nor the Collaborative dissolved, until the Collaborative has discharged all outstanding obligations, unless provisions for full payment of the obligations, by escrow or otherwise, are made pursuant to the terms of the obligations.

11. Joinder. Schools acting with proper authority under their charter contract may join this Contract and the Collaborative by —

11.1 Executing a brief written memorandum, expressing their agreement to all terms and conditions of this contract; and

11.2 Adopting such articles of incorporation and bylaws, or amendments thereto, as are necessary or appropriate to bring them into conformity with the articles and bylaws of the Organization; and

11.3 Being approved as a School by the Board of the Collaborative.

12. Articles & Bylaws. The Articles and Bylaws of the Collaborative and the Schools have been adopted in reliance upon this Contract and this Contract has been adopted in reliance upon such articles and bylaws. Thus, these documents may be read together to determine the rules of governance and management of the Collaborative and the Schools.

13. Budget, Finance & Major Agreements.

13.1 The initial budget for the Collaborative for the 2011-12 school year shall be attached to this Contract, upon adoption, as Exhibit 2. Exhibit 2, as an initial budget, may be unilaterally adopted and modified by the Collaborative Board, with appropriate opportunity for advice and comment by the Charter Boards. Future Collaborative Budgets shall follow the requirements of this Contract and the articles and bylaws of the Organizations and, whether through a joint Finance Committee or otherwise, the Collaborative shall engage the Schools appropriately in budget development. The process and norms for development, adoption and any necessary modification of the budgets of all the Organizations are provided for in paragraphs 13.2.3 and 13.2.4, below. Each Collaborative budget shall indicate the basis on which each cost item it is being allocated, as otherwise provided in 13.2.1 and 13.2.2, to the Participating Schools.

13.2 As the Collaborative has no funds allocated to it through the School Finance Act or from other public sources as a matter of law, the budget for the Collaborative shall be financed through fees and assessments under this contract, paid by the Schools, together with any gifts, grants, bequests, or contributions received, or other revenues realized, by the Collaborative from time to time.

13.2.1 Unless the Collaborative Board authorizes use of a more specific rule as stated in 12.2.2, the Collaborative shall allocate its budgeted costs through fees calculated on a per-student basis, using the reasonably anticipated October count of each School as reflected in each School's approved budget. The Collaborative shall adjust per-student fees appropriately to reflect the actual October count, and refund or assess further fees as necessary

13.2.2 The Collaborative Board may, by resolution, adopt a different basis for allocation of specified fees, including but not limited to: (1) per square foot for services, if any, related to a School building; or (2) per hour or other objective cost unit, if it is reasonably foreseeable, in the judgment and sole discretion of the Collaborative Board, that costs in a particular category will be disproportionately incurred by certain School(s) or it is otherwise appropriate to modify the basis for the fee.

13.2.3 Budget development shall enable Schools to meet all requirements of their charter contracts for 2011-12. Deadlines and action items may be established and changed by resolution of the Collaborative Board for the 2012-13 year and thereafter, based on experience in 2011-12.

13.2.4 During 2011-12, the GVCC Board and Schools shall adopt Budget Norms to guide future budget expectations of the Schools and the Collaborative. The Budget Norms shall be adopted by agreement of the Collaborative Board and Charter Boards or, in the absence of agreement, by three-quarters vote of the Collaborative Board. The Budget Norms shall indicate reasonable ranges of expected allocations for the GVCC central office, facilities,

technology, school personnel, instructional supplies, and other categories of necessary expenditures. Absent a financial exigency declared by the Collaborative Board for itself or by the Collaborative Board and a Charter Board for an individual School, the budget of the Collaborative and the Schools shall be consistent with such Budget Norms.

13.2.5 Reserves required under the Colorado Constitution, also known as TABOR, shall be maintained at the School level, on all revenues subject to such reserve requirements, including any revenue then paid to the Collaborative. The Collaborative's TABOR reserve requirement shall be deemed satisfied by the combined applicable pro rata portions of each School TABOR reserve.

13.2.6 Major Agreements shall be entered as follows:

1. Major Agreements of a School must receive pre-clearance from the Collaborative Board, provided that in no event will pre-clearance be used to preclude any charter renewal, amendment, or other agreement in a manner that would to any degree impair bond or other contract obligations properly entered by or on behalf of the School. Pre-clearance is principally for purposes of providing technical assistance and assuring consistency among commitments of the Organizations. Thus, pre-clearance may be denied if a proposed major agreement is unlawful; contrary to other contractual commitments of the Organizations, including but not limited to this contract; or not supported by nor consistent with the Organizations' budgets, Budget Norms, and available funding. In every other case pre-clearance shall not be unreasonably denied or delayed. The Collaborative Board may by resolution delegate authority for pre-clearance of contracts below a certain value to the CAO-CEO.
2. Major Agreements of the Collaborative may be entered by the Collaborative Board, with notice to each School. No School may enter a contract or agreement inconsistent with a Major Agreement of the Collaborative. The Collaborative Board shall have the exclusive power to retain, without limitation, counsel, accountants, and auditors of the Collaborative to serve both the Collaborative and the Schools.

14. Employment — General Rule. The Parties are each separate employers. Employees of one of the Schools are not thereby employees of the other School or of the Collaborative. Employees of the Collaborative are not thereby employees of either School. Notwithstanding the foregoing:

14.1 Employees may have joint assignments, with joint or separate fractional employment by two or more of the Parties, if so stated in the employee's written contract(s).

14.2 Employees of one Organization may be seconded to temporary service for another Organization, with compensation therefor directed to the employer. Employees may be seconded from one School to another by agreement of the Schools' Principals. Employees may be seconded from a School to the Collaborative at the direction of the Collaborative's CAO/CEO, with the terms of such temporary service reduced to writing.

14.3 The input of the Board or management of one Party may be used in evaluation or employment decision making by another Party, without thereby changing the employer-employee relationship. Day-to-day supervision of employees or students may be delegated from Schools to the Collaborative, or to personnel temporarily seconded from another School, or by the Collaborative to personnel temporarily seconded to the Collaborative, without thereby changing the employer-employee relationship.

14.4 *Special Rule.* Principals and Assistant Principals shall be appointed, removed and employed in the manner stated in Attachment C.

14.5 *Special Rule.* The CAO/CEO, selected by the Collaborative Board, shall have —

- supervisory and evaluation authority, including the right to inspect any and all personnel records, over the Principals, Assistant Principals, and teachers notwithstanding the role of the Charter Boards, if any, in such individual's employment;
- the right to attend every Charter Board executive session, and
- supervisory authority over and a legitimate educational interest in all students served by Schools of the Collaborative.

15. Separation & Non-Comingling — Property. GVA - Aurora, GVA - Northglenn, and GVCC are each separate and distinct organizations and legal entities. The rights, duties, responsibilities, and liabilities of each Organization are its own and do not inure to other Organizations. Each Organization shall keep its own books and accounts, and maintain its funds separately from, and not co-mingled with, the other. Real and personal property of one Organization shall not be transferred, without fair and appropriate consideration, to any of the other Organizations.

16. Insurance & Indemnification. Each Organization shall maintain its own insurance against liabilities, in amounts that are consistent with the charter contracts of the Schools and otherwise prudent. Each Organization shall hold harmless and indemnify the other from any claims, costs, liabilities, or expenses incurred as a result of the actions of the indemnitor, its Board, officers, agents or employees.

17. Miscellaneous.

17.1 Entire Agreement. This Contract, with attachments, and read together with the articles and bylaws of the Organizations, contains all terms, conditions, and provisions agreed by the Organizations and the entire understandings and all representations of understandings and discussions of the Organizations relating thereto, and all prior representations, understandings, and discussions are merged herein.

17.2 Amendment. This Contract may only be modified or amended by further written agreement executed by the Parties hereto, provided that unilateral actions authorized by this Contract shall not be deemed modifications.

17.3 Notice. Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage prepaid, to the Principal and President of a Charter Board or CAO/CEO and President of the Collaborative Board.

17.4 No Waiver. The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the covenants and agreements expressed herein shall be deemed or be taken to constitute a waiver of any succeeding or other breach.

17.5 Invalidity. If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in effect, unless otherwise terminated by one or both of the Parties in accordance with the terms contained herein.

17.6 Intellectual Property. Intellectual property (e.g., trademarks, trade secrets, copyrights, and patents), if any, developed through the Schools or the Collaborative shall be deemed to belong to the Collaborative, are hereby assigned to the Collaborative, or shall be deemed works for hire belonging to the Collaborative.

17.7 No Assignment. Neither School may assign its Charter nor any of its rights or obligations under this Contract to any person or entity without the prior written approval of the Collaborative Board, which approval may be withheld for any reason or no reason as determined by such Board at its sole discretion.

17.8 Mutual Cooperation & Dispute Resolution. The Parties pledge to collaborate in good faith through two-way communication and mutual respect, to attempt to informally and amicably resolve any issues that may arise between them. The Collaborative Board and each Charter Board shall, by policy, implement internal systems of dispute resolution, as otherwise authorized by their articles of incorporation and bylaws. Should a dispute not be resolved through mechanisms internal to the Organizations, each Organization pledges to explore

resolution in good faith, and before initiating any claim, charge, or complaint with any agency or court, alternative dispute resolution, whether by mediation, factfinding, arbitration or otherwise. This section shall not restrict any reporting required by law or by a School's charter contract. In the event of an unresolved School complaint with the Collaborative, a Committee shall be composed of one member each appointed by the President of each Organization, together with the CAO/CEO or her designee, and, at the option of the CAO/CEO, the Collaborative's accountant and/or general counsel. Such committee shall study the dispute and recommend a resolution to the Collaborative Board as a whole, with notice to the Charter Boards. Action of the Collaborative Board on such recommendation, after receiving any comment of the Charter Boards, shall be final.

17.9 No Third Party Beneficiary — Standing and Capacity. The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Parties and there shall be no third party beneficiary of this Contract. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person or entity receiving services or benefits hereunder shall be deemed an incidental beneficiary only. The Board of Directors of GVCC shall have standing and capacity to enforce any of the terms of this Contract on behalf of GVCC.

Executed this 25 day of March, 2011.

GLOBAL VILLAGE ACADEMY – AURORA

Attest:

[Signature]

By

[Signature]

Its

President

GLOBAL VILLAGE ACADEMY – NORTHGLENN

Attest:

Kim Denson

By

[Signature]

Its

President

GLOBAL VILLAGE CHARTER COLLABORATIVE

Attest:

Kim Henson

By Tish Ladman-Cyler

President
Its

ATTACHMENT A
COMMON DEFINITIONS

“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 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 Act” means the Charter School Collaborative Act, C.R.S. §§ 22-30.5-601 – 605.

“Collaborative Contract” means the agreement entered by GVA – Northglenn 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.

“Educational Mission” means both the ultimate mission of the Collaborative and the immediate mission of each School, namely to —

- Provide an academically challenging, content-rich, internationally-grounded liberal arts curriculum that holds high expectations for all students, including becoming fluent and literate in a world language in addition to English;
- Develop strong critical-thinking skills in all students.
- Provide a safe environment where all students are known, respected, and valued as individuals of great potential;
- Establish a community that models and encourages character development, respect for diversity, and a sense of responsibility towards community; and
- Promote international awareness, local and world citizenship, and peace through education, the arts, and social sciences.

“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 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 in cases of necessity the President of the Collaborative may direct the CAO/CEO.
- 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 a 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.

EXHIBIT 1
GVA Educational Program — Guiding Documents

TBD (by June 30, 2011)

EXHIBIT 2
2011-12 Collaborative Budget

TBD