

AMENDED AND RESTATED BYLAWS OF GOAL ACADEMY

Effective as of the 28th day of February 2018

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## ARTICLE I INTRODUCTION

**Section 1.1. Name.** The name of the organization shall be GOAL Academy, hereinafter referred to in these bylaws as "GOAL". GOAL is duly registered as a nonprofit organization under the laws of the State of Colorado.

**Section 1.2. Bylaws.** These bylaws constitute the official Bylaws of GOAL and its Board of Directors.

**Section 1.3. Fiscal Year.** The fiscal year of GOAL shall coincide with the fiscal year of its charter authorizer.

**Section 1.4. Business Offices.** The principal office of the corporation shall be located at 304 S. Victoria Avenue, Pueblo, CO 81003-3437. The corporation may have such other offices, either within or outside Colorado, as the Board of Directors may designate or as the affairs of the corporation may require from time to time.

**Section 1.5. Registered Office.** The registered office of the corporation, required by the Colorado Revised Nonprofit Corporation Act (the "Act") to be maintained in Colorado, may be, but need not be, the same as the principal office if in Colorado, and the address of the registered office may be changed from time to time by the Board of Directors or by the officers of the corporation.

**Section 1.6. No Members.** GOAL is incorporated as a nonprofit, non-membership organization. There are no members. References in these Bylaws to "members" of the staff, committees or other categories of persons are common usage and do not refer to the legal term "member" as used in the Act, and in particular, C.R.S. § 7-126-101 et seq.

## ARTICLE II MISSION AND PURPOSE

**Section 2.1. Mission Statement.** GOAL exists to prepare a diverse cross section of Colorado's children for success as young scholars, citizens of the world, and community leaders by providing them with an ambitious academic program in a supportive and challenging learning environment.

**Section 2.2. Purpose.** The Board of Directors shall further the mission and vision of GOAL. The Board of Directors shall provide leadership, guidance, oversight, knowledge and experience to GOAL administration, faculty, students and parents.

**Section 2.3. Mission.** Develop productive members of society.

**Section 2.4. Vision.** Helping all students achieve their full potential in a caring, supportive, and personalized environment.

## ARTICLE III BOARD OF DIRECTORS

**Section 3.1. General Powers.** The Board of Directors shall have power over, and control of, the business affairs and all matters of GOAL, except as otherwise provided by law including without limitation the Act, the Articles of Incorporation, or these Bylaws.

**Section 3.2. Number of Board Directors.** RECOGNIZING A LONG ACCEPTED BEST PRACTICE OF GOVERNANCE THE BOARD WILL ATTEMPT TO HAVE A MINIMUM OF FIVE (5) DIRECTORS; HOWEVER, THE BOARD IS CAPABLE OF CARRYING OUT ALL DUTIES IF THERE ARE FEW THAN 5 MEMBERS AS LONG AS A QUORUM HAS BEEN ESTABLISHED.

**Section 3.3. Classes of Directors.** There shall be two (2) classes of voting Directors: Parent Directors and Community Directors. There is one class of non-voting Directors, Student Directors. Notwithstanding any other provision herein, each Director shall hold office until the Director's successor shall have been appointed and shall have qualified pursuant to Section 3.6, or until the Director's earlier death, resignation, or removal. (a) Parent Directors. There shall be at least one Parent Representative on the Board of Directors at all times. "Parent Representatives" must be parents, grandparents or legal guardians of student(s) (hereinafter referred to as "Parent Representatives") enrolled with GOAL at all times during their term as Parent Representative. Removal of the student(s) from GOAL will disqualify the representative from serving on the Board of Directors. Parent representatives cannot be paid employees of GOAL or of any educational service provider selected by GOAL. These representatives are considered regular voting Directors. (b) Community Directors. There shall be at least one Community Representative on the Board of Directors at all times. Community Directors are those who have no children, grandchildren, or legal guardianship over any children attending GOAL however they are representative of the area(s) GOAL services. "Community Representatives" cannot be paid employees of GOAL or of any educational service provider selected by GOAL. "Community" is broadly defined to include, but not limited to: business people, grass roots or civic activists, professionals, volunteers, lay people or other interested peoples who live in the communities serviced by GOAL. Community Representatives, who enroll their children, grandchildren, or legal guardians in GOAL, may retain their Board representation by a simple majority vote of the Board. These Community Representatives are regular voting Directors. (c) Student Directors. The Board of Directors shall endeavor, but shall not be required to, include at least one Student Representative on the Board of Directors at all times. A "Student Representative" must be a current student of GOAL. A Student Director shall have no vote in the affairs of GOAL, and shall be excluded from any executive session of the Board of Directors. If any Student Director ceases to be a student at GOAL for any reason, he or she shall immediately cease to serve as a Student Director automatically.

**Section 3.3. Staggered Terms.** The Board of Directors will have staggered terms of four (4) years each. The length and duration of each staggered term shall be fixed by resolution of the Board of Directors.

**Section 3.4. Term Limits.** No Director shall serve for more than two consecutive four (4) year term limits. A Director who has previously served two or more terms may serve as a Director again after not less than one year without serving on the Board, subject to Section 3.3 above. A Director appointed to fill a vacancy for less than two (2) years may serve two (2) additional full terms. No Director may serve for more than ten (10) consecutive years.

**Section 3.5. Applications and Qualifications.** Letters of Application will be accepted from Board candidates. Interviews will be conducted either by the entire Board of Directors, or an appointed committee of the Board. BOARD APPLICANTS MUST BE PERSONS WHO ARE TWENTY-ONE YEARS OF AGE OR OLDER AND/OR MEMBERS OF THE LOCAL OR BUSINESS COMMUNITY WHO EXHIBIT AND PROFESS A STRONG DESIRE TO BE INVOLVED IN THE SUCCESS OF GOAL. BE WILLING TO work with other Directors, GOAL Staff and faculty, and others in achieving specific goals or completing projects adopted by the Board of Directors, and have a willingness to accept and support decisions democratically made.

THE FOLLOWING INDIVIDUALS MAY NOT BE DIRECTORS: (1) ANY CURRENT GOAL EMPLOYEE; (2) ANY PERSON WHO HAS AN IMMEDIATE FAMILY MEMBER (SIBLING, CHILD, SPOUSE, PARENT OR IN-LAW) WHO IS A CURRENT EMPLOYEE OF GOAL; (3) ANY PERSON WHO WAS AN EMPLOYEE OF GOAL OR THE IMMEDIATE FAMILY MEMBER OF A GOAL EMPLOYEE, IN THE PREVIOUS TWO (2) YEARS.

IF AT ANY TIME A DIRECTOR CEASES TO MEET THE QUALIFICATIONS OR BECOMES DISQUALIFIED, THEN THE BOARD SHALL DECLARE A VACANCY IN THAT DIRECTOR'S BOARD POSITION AND FILL THE VACANCY AS PROVIDED BY THESE BYLAWS.

**Section 3.6. Appointments and Vacancies.** New Directors shall be appointed to either new terms or existing vacancies upon a majority vote, as defined in these Bylaws, of the regular voting Directors. Terms of appointments, if new, shall be for the entire term of that appointment. Vacancy appointments will be for the time remaining in the vacant position(s) and shall not count against the term limits set forth in Section 3.4 above.

**Section 3.7. Board Nominations.** The Board of Directors may designate a Board Nominating Committee that will be responsible for establishing the procedures and timeline for soliciting and interviewing candidates to fill new terms, prior to the expiration of the existing term, and/or vacancies for representatives as they occur. If the Nominating Committee is not convened and/or fails to do its duties, the Board itself shall be responsible to fulfill those duties.

**Section 3.8. Appointments of Directors.** Where possible, new terms or vacancies will be voted on at the second regularly scheduled Board meeting prior to the expiration of the existing term and/or as a vacancy arises. Special meetings for appointments may be held, but are not required, to fill vacancies caused by death, resignation, removal, or the Board's failure to appoint in accordance with these Bylaws. These vacancies may be filled in accordance with the normal procedures outlined above. The Board President will make a determination if a special meeting is necessary. Special meetings are subject to the notice provisions contained in these Bylaws.

**Section 3.9. Standard of Care.** Each Director shall perform their duties, including those as a member of any Board Committee, in good faith; in a manner reasonably believed to be in the best interests of GOAL; and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 3.10. Board Duties and Obligations.** For purposes of encouraging full and knowledgeable participation of its Board of Directors, each Director is expected to fulfill the following duties and obligations:

Be knowledgeable of essential documents binding or affecting GOAL,

including the charter School Application, the charter School Contract and any amendments, these Bylaws, GOAL budgets, Board and GOAL policies and procedures.

Maintain the confidentiality of discussions in executive session, and where

necessary to preserve the confidentiality of personnel matters, parent and children matters, and other GOAL business.

Respect and adhere to the lines of communication established by the Board as to any specific matter requiring an official spokesperson on issues involving the press, outside agencies, mediators/arbitrators, and/or attorneys. In the event individual Directors are contacted for information, where an official spokesperson has been designated by the Board, Directors are requested to defer to the chosen spokesperson(s).

Recognize and act in accordance with all Board-approved GOAL policies, including those established to ensure the daily orderly operations of classrooms and class work.

Respect the province and responsibilities of the Executive Director, including as it concerns GOAL staff. Board Members are expected to maintain discretion as it concerns expressing and relaying opinions formed about staff. Directors shall follow GOAL policies, as approved by the Board, with respect to staff evaluations.

Directors may at any time raise any issues with the Board as set forth in any applicable meeting notice, as a Board agenda item. The Executive Director is an employee of GOAL. In the case when the performance or the conduct of the Executive Director becomes a Board agenda item, Board discussions with respect to the performance or the conduct of the Executive Director may but need not be held in executive session in the discretion of the Board, and only in compliance with the Colorado Open Meetings Law, C.R.S. § 24-6-401 et seq., as amended.

Directors are expected to maintain discretion and act in a professional manner at all times when dealing with Board business or school issues. Directors will be required to agree to and sign the Board of Directors Code of Conduct, as designated in Appendix A of these Bylaws.

**Section 3.11. Resignations and Removal of Directors.** Directors may be removed, with or without cause, by action of a majority of the entire Board of Directors. Any Director may resign at any time by providing written notice to the President or Secretary of the Board of Directors. Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective.

**Section 3.12. Annual Meetings.** The Board of Directors shall hold an annual meeting in September, at which time Officers of the Board shall be elected in the manner set forth in these Bylaws. Failure to hold an annual meeting shall not work a forfeiture of GOAL.

**Section 3.13. Regular Meetings.** Regular meetings of the Board of Directors shall be held at least monthly for the transaction of such business as may come before the Board. The Board of Directors shall, at the beginning of the calendar year, approve by vote the time and place, either within or outside Colorado, for the holding of regular meetings. No notice shall be required to the Directors other than this resolution, subject to Article VII below. The regular meeting agendas will be posted at GOAL's principal place of business not less than 24 hours prior to the meeting in accordance with the Colorado Open Meetings Law and shall also be posted on the GOAL website in a reasonably conspicuous manner.

**Section 3.14. Special Meeting.** Special Meetings of the Board of Directors may be called by:

- the President of the Board at any time;
- upon written request by a quorum of voting Directors;
- at the request of the Executive Director to the Board President, whose
- consent will not be unjustly withheld.

In either case, written notice of the special meeting and the agenda of the special meeting must be posted publicly at least forty-eight (48) hours prior to the date of the Special Board meeting, in accordance with Colorado law and these Bylaws. Special meetings maybe called for the purpose of appointing Directors, electing officers, and for the transaction of such other business as may be required.

**Section 3.15. Quorum and Voting.** A simple majority of voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, except as otherwise explicitly required in these Bylaws. If less than a quorum of members is present for a meeting, no business may be transacted until a quorum shall be present, except that if less than a quorum is present, a majority of Directors then present may adjourn the meeting. No Director may vote by, or as, a proxy at any meeting of the Board of Directors.

**Section 3.16. Public Comment; Electronic Participation.** Each meeting of the Board of Directors shall reasonably include an opportunity for public comment. Meetings may be, but need not be, at the discretion of the Board of Directors and as may be specified in the public notice of such meeting, digitally recorded and or transmitted electronically. The Board may establish restrictions on the opportunity for public comment, including reasonable time limits for individual speakers, in its discretion.

**Section 3.17. No Compensation.** The Board of Directors shall not be entitled to any compensation for their role as members of the Board of Directors. Directors may be paid their reasonable expenses incurred in connection with attendance at Board or Committee meetings or to fulfill Board responsibilities, but only upon Board approval.

**Section 3.18. Board Consultants and Advisors.** Notwithstanding anything herein to the contrary, the Board may, at its discretion, directly enter into and execute agreements on behalf of the charter School with such advisors and consultants (including without limitation accountants, management consultants, and lawyers), as may be determined by the Board from time to time, and the President is authorized to execute such engagement agreements as may be approved by the Board for provision of the same. The Board may not relegate any role or power reserved to the Board under these Bylaws to any outside advisor or consultant. The Executive Director shall ensure that any obligations by the charter School, including without limitation payment obligations, pursuant to any agreements entered into by the Board on behalf of the charter School under this Section are timely discharged.

#### **ARTICLE IV COMMITTEES OF THE BOARD OF DIRECTORS**

**Section 4.1. Authority to Establish Committees and Committee Membership.** The Board of Directors has the discretion to authorize standing committees and/or ad hoc committees ("Committees") to perform its regular or special business. The Board of Directors may appoint others, including professionals, parents, and other community members to serve on the Committees. The Committees are advisory only, and their Chairpersons will establish regular meetings as necessary and provide summaries of their meetings to the Board of Directors.

**Section 4.2. Committee Meetings.** Each Committee shall meet from time to time on the call of its Chairperson, the Board President, or of any two or more Committee Members. The Committee meetings are to be held at the date, time, and place designated in a Notice of Meeting, as determined by the Chairperson or Board President. This notice, along with an agenda, will be given to each Committee Member either in person, by mail, E-mail, telegraph or telephone, for them to receive it at least two (2) days prior to the meeting. The Committees will keep regular minutes of its meetings and proceedings pursuant to Colorado statute.

**Section 4.3. Committee Quorums.** At any meeting of a Committee, a majority of the Committee Membership roster will constitute a quorum. The acts of a majority of the members of a Committee at a meeting in which a quorum is present shall be the acts of the Committee.

**Section 4.4. Limits on Committee Powers.** No Committee shall have power to exercise the power of the Board or to bind GOAL to any contract, policy or official act of any description not approved by proper Board action and confirmed, in writing, by the Board.

## ARTICLE V OFFICERS AND AGENTS

**Section 5.1. Officers of the Board of Directors.** Eligibility to serve as Officers of the Board of Directors shall be limited to regular voting Directors. Officers of the Board of Directors shall consist of the President, Vice-President, Secretary and Treasurer.

**Section 5.2. Duties of the Officers of the Board of Directors.**

**President.** The President shall preside at all meetings of the Board of Directors. The President is responsible for setting the Board agenda, date and time of all meetings, and calling any special meetings that may be required. The Board President will set the agenda with the participation of the GOAL Executive Director and/or the Executive Committee, if any. S/he will serve as Chair of the Personnel Committee, if any, for the duration of her/his term as President of the Board. The President may perform such other duties as the Board of Directors may delegate.

**Vice-President.** In the case of the President's incapacity or inability to

perform duties, the Vice-President will assume the duties of President. The Vice-President shall serve as the Chairperson of the Board's Nominating Committee, if any. The Vice- President shall perform such other duties as delegated by the Board.

**Secretary.** The Secretary shall serve as the custodian of the records of the Board of Directors. The Secretary is responsible for the correspondence of the Board, including but not limited to, posting all meeting agendas; recording and maintaining minutes for all meetings of the Board; sending agendas and minutes to all Directors; preparing the annual ballot for the election of officers; preparing ballots for election of Directors; sending appropriate correspondence and notices to resigning Directors or Directors being removed for cause; and creating and maintaining the corporate notebooks and Minute Books. The Secretary also shall perform such other duties as delegated by the Board of Directors. The Board of Directors reserves the right to delegate Secretarial duties to a paid employee who shall work under appropriate staff and Board supervision; provided, however that such employee will not, under any circumstance, be delegated the responsibility of signing agendas and Board minutes or any other duty that, by law, are to be retained by the Board Secretary.

**Treasurer.** The Treasurer shall make oral and/or written financial reports

at all regular Board meetings, and at such other times as the Board may direct. The Treasurer may perform such other duties as the Board may direct. The Treasurer will serve as the Chair of the Accounting and Audit Committee, if any.

**Section 5.3. Nominations of Officers of the Board of Directors.** By August 1 of each year, the Board's Nominating Committee shall tender to the Board of Directors a ballot slate of Directors seeking to be officers, consisting of candidates for President, Vice-President, Secretary and Treasurer.

**Section 5.4. Election of Officers of the Board of Directors.** The Board shall elect the officers of the Board at the annual meeting. If the election of Board officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting, or by action duly adopted without a meeting of the Directors of the Corporation. Each Board officer shall hold office until his successor shall have been duly elected and shall have qualified.

**Section 5.5. Board Officer Resignations and Removal.** Any Board officer may resign at any time by giving written notice thereof to the Board of Directors: Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective. Any officer elected or appointed by the Board of Directors may be removed by the Directors of the Corporation with or without cause, whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice ~~to the contract rights, if any, of the officer so removed.~~ Election or appointment of an officer shall not in itself create contract rights.

**Section 5.6. Executive Officers.** The Board shall hire the Executive Director of the School, who shall be an at-will employee of GOAL and whose employment may be subject to the terms of an “at-will” employment agreement between GOAL (executed on behalf thereof by the President of the Board) and the Executive Director. In any such employment agreement, the Board shall retain the authority to terminate the employment of the Executive Director at any time in its sole discretion. The Executive Director shall be responsible for determining the hiring and firing of such other executive employees of GOAL (collectively, and together with the Executive Director, referred to herein as the “Executive Officers”) which may include, but not be limited to, a chief financial officer, a chief operating officer, and such other officers as may be determined by the Executive Director. All Executive Officers hired as such by the Executive Director shall be “at-will” employees whose employment may be subject to the terms of an “at-will” employment agreement between GOAL (executed on behalf thereof by the Executive Director) and such Executive Officer, and their status as an “Executive Officer” under these Bylaws shall be designated in writing at the time of their employment for purposes of these Bylaws, including without limitation Article VII, below.

**Section 5.7. Compensation of Executive Officers.** The Board shall annually determine the compensation of the Executive Director. The Executive Director (or the Executive Director’s agent(s) or assign(s)), shall determine compensation of the remaining Executive Officers. To the extent beneficial to GOAL and reasonably feasible, the person or persons determining compensation of Executive Officers shall obtain data on the compensation of officers holding similar positions of authority within comparable organizations, shall set the compensation based on such data and an evaluation of the Executive Officer’s performance and experience as related to the requirements of the position, and shall document the basis for the determination, including the comparison data used, the requirements of the position, and the evaluation of the Executive Officer’s performance and experience. The establishment of compensation for all Executive Officers must comply with the conflict of interest policy of GOAL then in effect.

**Section 5.8. Executive Director.** The Executive Director shall (i) be the chief executive officer of GOAL and have general and active control of its affairs and business and general supervision of its Executive Officers, agents and other employees; and (ii) perform all other duties incident to the office of Executive Director as may be necessary to carry out and implement the long-term policies, vision, direction, philosophy and strategies of GOAL, in the manner as may be determined by the Executive Director. The Board may recommend specific courses of action for the Executive Director in carrying out the Executive Director’s duties as chief executive officer of GOAL, including implementation of the Board’s charter School policies, vision, direction, philosophy and strategies, which the Executive Director shall consider in good faith.

**Section 5.9. Employees, Independent Contractors.** Other than with respect to the position of Executive Director, the authority to hire, fire, review performance of, set compensation for, and enter into employment agreements or comparable instruments with employees or independent contractors of GOAL, including that of Executive Officers, shall be vested in the Executive Director and such other agent(s) of the Executive Director as the Executive Director may determine from time to time.

## ARTICLE VI CONFLICT OF INTEREST & DIRECTOR CONDUCT

School Directors and all officers shall conduct themselves in accordance with the School's mission, vision, charter agreement and applicable law at all times, as well as any conflict of interest policy adopted by the board from time to time.

### ARTICLE VII OPEN MEETINGS LAW, COLORADO OPEN RECORDS ACT, FAMILY EDUCATIONAL PRIVACY RIGHTS, AND NON-DISCRIMINATION POLICY

**Section 7.1. Colorado Open Meetings Law.** The Board of Directors acknowledges and agrees that it, and GOAL, is subject to the provisions of the Colorado Open Meetings Law, Colorado Revised Statutes ("C.R.S."), § 24-6-401 et seq., and that it will make every effort to fully comply with the provisions of such law in connection with all of its activities.

**Section 7.2. Public Meetings.** All meetings of three or more Directors at which any public business, including legislative issues, is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times, except for executive session in compliance with provisions of Article 6 (Colorado Sunshine Law), Part 4 (Open Meetings Law), 24-6-401 and 402, C.R.S.

**Section 7.3. Email Discussions Prohibited.** The Board may not use electronic mail to discuss pending legislation or other public business among themselves in contravention of calling a meeting pursuant to these Bylaws.

#### **Section 7.4. Executive Sessions.**

The Board, upon advance notice, may convene an executive session at any regular or special meeting upon the affirmative vote of two-thirds the quorum present for any matter permitted under and consistent with the Open Meetings Law.

No formal action may be taken by the Board in executive session, per 246-402, C.R.S.

The President shall declare the executive session adjourned at its conclusion.

The announcement of executive session must include the specific citation permitting the executive session and the identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized.

Recording an executive session. The executive session must be recorded in the same fashion as the open meeting. The record of the executive session must be retained for at least 90 days after the session,

Following every executive session, the President must certify in writing that the executive session was appropriate and whether or not it was recorded.

The motion requesting the Executive Session shall state the nature of the matters to be discussed. Only those persons invited by the Board of Directors shall be present during the Executive Session. The Board of Directors shall not make any final policy decisions, nor shall any resolution, rule, regulation, or formal action or any action approving a contract or calling for the payment of money, be adopted or approved at any session which is closed to the general public. Matters discussed during Executive Sessions shall remain confidential among all those attending. The Secretary of the Board of Directors shall maintain recorded records of all Executive Sessions in accordance with Colorado law.

**Section 7.5. Colorado Open Records Act.** The Board of Directors acknowledges and agrees that it is subject to the provisions of the Colorado Open Records Act, CRS § 24-72-201 et seq. and that it will make every effort to fully comply with the provisions of such law with all of its activities.

**Section 7.6. Family Educational Rights & Privacy Act.** The Board of Directors acknowledges and agrees that it is subject to the provisions of the Family Educational Rights & Privacy Act, Buckley Amendment, 20 United States code, 1232 (g), and that it will make every effort to fully comply with the provisions of such law in connection with all of its activities.

**Section 7.7. Nondiscrimination Policy.** The Board of Directors is committed to a policy of nondiscrimination. The Board of Directors shall comply with all applicable federal, state and local laws, rules and regulations prohibiting discrimination, including on the basis of age, race, sex, ethnicity, national origin, religion, sexual orientation, physical or mental disability, marital status or engaging in protected activity.

**Section 7.8. Nondiscrimination Policy as to Students.** GOAL shall admit students of any race, color, national origin, ethnic origin, religion, sex, sexual orientation, or disability to all the rights, privileges, programs and activities generally accorded or made available to students at the School. It does not discriminate on the basis of race, color, national origin, ethnic origin, religion, sex, sexual orientation, or disability in administration of its educational policies, admission policies, scholarship and loan programs, to the extent they will exist, and athletic and other school-administered programs.

**Section 7.9. Board Complaints.** Any complaints, comments, or discussion of Directors' performance of duties, actions, or responsibilities under the provisions of these Bylaws, must be presented in accordance with the Colorado Open Meetings Law.

## ARTICLE VIII INDEMNIFICATION AND INSURANCE

**Section 8.1. Definitions.** For purposes of this Article VIII, the following terms shall have the meanings set forth below:

"Corporation" means the Corporation and, in addition to the resulting or

surviving corporation, any domestic or foreign predecessor entity of the Corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

"Expenses" means the actual and reasonable expenses, including

attorneys' fees, incurred by a party in connection with a proceeding.

"Liability" means the obligation to pay a judgment, settlement, penalty,

fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

"Official Capacity" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment relationship undertaken by the employee on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

"Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director or officer of the Corporation, and any person who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" also means any person for whom the board of directors has authorized indemnification pursuant to Section 8.3, below.

"Proceeding" means any threatened, pending or completed action, suit or

proceeding, or any appeal therein, whether civil, criminal, administrative, arbitral or investigative (including an action by the Corporation) and whether formal or informal.

## **Section 8.2. Right to Indemnification.**

**Standards of Conduct.** Except as provided in Section 8.2(d) below, the Corporation shall indemnify any Director or officer of the Corporation made a party to a proceeding against liability incurred in or as a result of the proceeding if (i) such party conducted himself or herself in good faith; (ii) such party reasonably believed (A) in the case of a director or officer acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, and (B) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 8.2, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Section 8.2(a)(ii)(A), even if such party is sued solely in a capacity other than as such director.

**Employee Benefit Plans.** A party's conduct with respect to an employee

benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 8.2 (a)(ii)(B). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 8.2(a)(i)

**Settlement.** The termination of any proceeding by judgment, order,

settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 8.2(a).

**Indemnification Prohibited.** Except as hereinafter set forth in this Section 8.2(d), the Corporation may not indemnify a party under this Section 8.2 either (i) in connection with a proceeding by the Corporation in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the Corporation; or (ii) in connection with any proceeding charging that the party derived an improper personal benefit, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that the party derived an improper personal benefit (even if the Corporation was not thereby damaged).

**Court-Ordered Indemnification.** Notwithstanding the foregoing Section 8.2(d), the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of Section 8.2(d) or whether or not the party met the applicable standard of conduct set forth in Section 8.2(a), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Act.

**Claims by Corporation.** Indemnification permitted under this Section 8.2 in connection with a proceeding brought by the Corporation against a party shall be limited to expenses incurred in connection with the proceeding and ordered pursuant to Section 8.2(e).

Combined Proceedings. If any claim made by the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

**Section 8.3. Prior Authorization Required.** Any indemnification under Section 8.2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 8.2(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the board of directors by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law. The board may in its sole determination and discretion, but is not required to, authorize indemnification in the same manner as provided to directors and officers under this Section 8.3 to other parties, including without limitation employees, fiduciaries or agents of the Corporation.

**Section 8.4. Success on Merits of Directors or Officers; Mandatory Indemnification.** Notwithstanding any other provision of this Article VIII, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director or officer, against reasonable expenses incurred by the person in connection with the proceeding.

**Section 8.5. Advancement of Expenses.** The Corporation may pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if (a) the party furnishes the Corporation a written affirmation of such party's good faith belief that he or she has met the standard of conduct described Section 8.2(a)(i); (b) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article in the manner provided in Section 8.3. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

**Section 8.6. Payment Procedures.** The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 8.4 and by the written affirmation and undertaking to repay as required by Section 8.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

**Section 8.7. Insurance.** The board of directors shall obtain such insurance policies, notwithstanding any interest of the directors in the proceeds thereof, in such amounts as the board of directors deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary or agent of the Corporation, or who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

**Section 8.8. Right to Impose Conditions to Indemnification.** The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the board of directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

**Section 8.9. Applicability; Effect.** The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

**Section 8.10. Indemnification of Agents.** The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 8.3.

**Section 8.11. Limitation.** Notwithstanding any other provision of this Article VIII, during any period that the corporation is a "private foundation" within the meaning of section 509 of the Code, or any corresponding provision of any future United States tax law, the corporation shall not indemnify any person from or against or advance to any person the cost of such expenses, judgments, fines or amounts paid or necessarily incurred, nor shall the corporation purchase or maintain such insurance, to the extent that any such indemnification, purchase or maintenance would be determined to be an act of self-dealing within the meaning of section 4941 of the Code, to be a taxable expenditure within the meaning of section 4945 of the Code, or to be otherwise prohibited under the Code, unless and to the extent (i) a court orders such indemnification, or (ii) the purchase or maintenance of such insurance can be treated as reasonable compensation to such person.

## ARTICLE IX MISCELLANEOUS PROVISIONS

**Section 9.1. Account Books, Minutes, Etc.** GOAL shall keep accurate and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and Committees. All books and records of GOAL may be inspected by any Director or by the authorized agent or attorney of any such person, for any proper purpose at any reasonable time.

**Section 9.2. Public Accountability.** GOAL shall provide for all financial reports necessary or desirable for public charter schools, and as required by federal and state law, and the regulations, policies, and procedures of its authorizer. GOAL shall provide for an annual audit of its financial audits. GOAL shall publish and make available to the general public an annual report of GOAL programs, activities, Bylaws, and financial affairs as appropriate for charter schools.

**Section 9.3. Designated Contributions.** GOAL may accept any designated contribution, grant and bequest or devise consistent with its general purposes, as set forth in the Articles of Incorporation solely upon the prior approval of the Board of Directors or a duly appointed committee thereof. As so limited, donor-designated contributions will be accepted for special funds, purposes or uses, and such designations will be honored. Further, GOAL shall acquire and retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out GOAL's purposes.

**Section 9.4. Compliance with Policies and Procedures.** The Directors must comply with any other policies or procedures adopted by GOAL to assure that conflicts of interests, and any other matters bearing on the proper and ethical conduct of GOAL affairs are appropriately and effectively monitored, disclosed and dealt with in furtherance of the best interests of GOAL.

**Section 9.5. Director Code of Conduct.** Each Director is required to sign and adhere to the Board Code of Conduct, Confidentiality and Non-Disclosure Agreement, and Board

Certification/Conflict of Interest Agreement that are attached to and made a part of these Bylaws.

**Section 9.6. Loans by GOAL Prohibited.** No loans shall be made by GOAL, or authorized by the Board of Directors, to any person or entity for any purpose.

**Section 9.7. Parliamentary Authority.** Colorado law, including the Act, the charter Contract with District 49, Sturgis' Standard Code of Parliamentary Procedure, and 21st Century Robert's Rules of Order shall govern the Board of Directors in all parliamentary circumstances not covered by these Bylaws.

**Section 9.8. Amendments to Governing Documents and Policies.**

The power to alter, amend, restate or repeal these Bylaws or the articles of

incorporation shall be vested in the Board of Directors, upon a two-thirds (2/3rds) vote of all Directors.. Any alterations, amendments, restatement or repeal of the Bylaws or articles of incorporation shall be subject to approval of its charter authorizer in accordance with the charter contract.

The Board may adopt, alter, amend, restate or repeal official policies of GOAL upon the affirmative act of the Board.

**Section 9.9. Severability.** The invalidity of any provision of these Bylaws shall not affect the other provisions, and in such event, these Bylaws shall be construed in all respects as if such invalid provision were omitted.

**Section 9.10. Dissolution.** Upon the dissolution of GOAL the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of GOAL, dispose of all of the assets of GOAL exclusively for the purposes of GOAL in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future federal internal revenue law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of GOAL is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

[End of Document – APPENDICES FOLLOW]

## APPENDIX 1 TO THE BYLAWS OF GOAL ACADEMY

### GOAL ACADEMY BOARD OF DIRECTORS CODE OF CONDUCT AGREEMENT

The GOAL Academy Board of Directors commits itself and its members to ethical, professional and lawful conduct, including proper use of authority and appropriate decorum when acting as Directors. The Board will always be guided by the GOAL Academy mission.

1. I will serve the children, staff and parents of GOAL Academy, in accordance with the charter, Bylaws, Mission and any other documents approved by the Board.
2. I will listen, speak my mind, and share all relevant information with the Board.
3. I will respect the opinions of others and presume positive intentions.
4. I will make decisions based on what is best for the children and GOAL Academy as a whole.
5. I will be aware of the implications of my role and how it affects my relationships with other school community members.
6. I will vote for an executive session of the Board if the situation requires it, but I will consider secret sessions of the Directors unethical and illegal.
7. I will not use GOAL Academy or any part of its program for my own economic advantage or for the advantage of my friends.
8. I will excuse myself without comment from the deliberation and vote of an issue in which I have an unavoidable conflict of interest in conformance with the conflict of interest policy of GOAL as may be adopted or amended by the Board from time to time.
9. I will not attempt to exercise my Board authority over a school or speak for the Board except to repeat explicitly stated Board decisions.
10. I will carefully read all information and ask critical questions so that I am fully informed about issues facing the Board.
11. I will express my honest and most thoughtful opinions frankly in Board meetings.
12. I will encourage all Directors to participate fully in Board action.
13. I will abide by and support majority decisions of the Board.
14. I will not discuss the confidential business of the Board outside of Board meetings.

Signed by \_\_\_\_\_

Date \_\_\_\_\_

Director

**APPENDIX 2 TO THE BYLAWS OF GOAL ACADEMY**

**GOAL Academy Confidentiality and Non-Disclosure Agreement**

As a Board Member of GOAL Academy (“GOAL”), I will have access to information and be part of discussions that are confidential, some of which may require strict confidentiality under federal and/or state law. As a Board member of GOAL Academy, I agree as follows:

1. Confidential information discussed in executive sessions must be kept confidential and only discussed and disclosed to GOAL Board Members, individuals invited into a particular executive session, and GOAL’s legal counsel.
2. I agree to only disclose GOAL’s confidential information to individuals authorized herein and if I am in doubt as to my ability to disclose GOAL’s confidential information I will err on the side of protecting GOAL’s confidential information and will notify the whole GOAL Board in writing so that I may obtain the proper legal guidance before making any disclosures.
3. The confidentiality of GOAL’s information belongs to GOAL as an entity and not to any single person. The decision to disclose any matter discussed in executive session or through other confidential means may only be made by a vote of the GOAL Board and may not be made by any one Board Member or group of Board Members without a vote of the Board.
4. If I disclose GOAL’s confidential information I may be subject to prosecution, fines, and/or civil penalty.
5. I agree to abide by instructions given to me regarding notetaking, the review and return of any materials shared during the executive session, entering and exiting the meeting room, attendance restrictions for various parts of the closed sessions, and any other behaviors that may impact the confidentiality of GOAL’s information.
6. I agree that in the event I am requested to disclose confidential information to any person(s) other than those authorized herein, I will immediately notify the whole GOAL Board in writing so that GOAL will have the opportunity to take legal action to protect such information.

I have read this Confidentiality and Non-Disclosure Agreement and, in the capacity as a Board Member of GOAL below, agree to be bound by such conditions as indicated by my signature.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature

## APPENDIX 3 TO THE BYLAWS OF GOAL ACADEMY

### Board Certification/Conflict of Interest Agreement

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Please provide the following information for each person serving on the charter school board. Completed forms should be submitted to the District contact person upon board member election or appointment.

#### Background

1. Name of charter school: GOAL Academy
2. Full legal name: \_\_\_\_\_
3. Affirm that you are at least ~~18~~ 21 years of age by the date of appointment to the charter school board.

Yes, I affirm.

4. Indicate whether you have ever been convicted of a misdemeanor related to honesty or trustworthiness, or a felony. If the answer to this question is yes, please provide details of the offense, the date, disposition, etc.

Does not apply to me.

Yes

5. Indicate if you have ever entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance or other, similar agreement with the Securities Exchange Commission, Internal Revenue Service, the U.S. attorney general or the attorney general of any state, a U.S. or district attorney or any other law enforcement or regulatory body concerning the discharge of your duties as a board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please provide details of the agreement.

Does not apply to me.

Yes

## Conflicts

1. Indicate whether you or your spouse knows anyone who is doing, or plans to do, business with the charter school (whether as an individual or as a director, officers, employee or agent of any entity). If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the school.

I/we do not know of any such persons.

Yes

2. Indicate if you, your spouse or other immediate family members anticipate conducting, or are conducting, any business with the school. If so, please indicate the precise nature of the business that is being or will be conducted.

I/we do not anticipate conducting any such business.

Yes

3. If the school contracts with an educational service provider (a management company, whether for-profit or not-for-profit), indicate whether you or your spouse know any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

Not applicable because the charter school does not contract with a management company or charter management organization.

I/we do not know of any such persons.

Yes

4. If the school contracts with an educational service provider, indicate whether you, your spouse or other immediate family members have a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

N/A

I/we have no such interest.

Yes

5. If the school is partnered with an educational service provider, indicate if you, your spouse or other immediate family member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

N/A

I/we do not anticipate conducting any such business.

Yes

6. Indicate any potential ethical or legal conflicts of interest that would, or are likely to, exist for you as a member of the charter school board. Note that being a parent of a school student, serving on another charter school's board or being employed by the school are conflicts that should be disclosed, but do not make you automatically ineligible to serve on the board.

None

Yes

**Other**

1. Affirm that you have read the charter school's bylaws and conflict of interest policies.

I affirm

I, \_\_\_\_\_, certify to the best of my knowledge and ability that the information I am providing to the \_\_\_\_\_ [authorizer] in regard to my application to serve as a member of the board of directors of the \_\_\_\_\_ Charter School is true and correct in every respect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date