

# **Valley New School, Inc.**

## **VNS, Inc. Bylaws**

The name of this Corporation shall be Valley New School, Inc. (VNS, Inc.). VNS, Inc. is incorporated as a Wisconsin non-stock corporation, which is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

### **Article 1: Valley New School Mission Statement**

To create a learning community that empowers individuals to become purposeful adults.

### **Article 2: VNS, Inc. Mission Statement**

The mission of VNS, Inc. is to support, guide and promote Valley New School in the fulfillment of its stated mission by way of its unique “student-driven, project-based” model of learning.

### **Article 3: Board Composition, Term, Term Limits, and Elections**

VNS, Inc. will consist of nine (9) voting members. VNS, Inc. will include representation by one to two (1-2) parent(s) or guardian(s) of students, four to five (4-5) community members, two (2) Valley New School advisors, and one (1) Valley New School student. From this Board, a President and Treasurer shall be elected.

VNS, Inc. shall serve as a nominating committee to solicit candidates for open positions and present the candidates at the meeting prior to the voting meeting. Preceding the voting meeting an interview of the interested candidates shall be conducted by a party of not less than two members of the existing board. Voting will be conducted at the last meeting of the school year. If the number of candidates exceeds open positions, the vote will be a paper ballot. Eligible voters shall be existing VNS, Inc. members as well as parents/guardians of current VNS students in attendance at the voting meeting (no proxy voting). Highest vote getters will be awarded the position with their term to start at VNS, Inc. meeting following their election.

Midterm vacancies will be filled by appointment of VNS, Inc. based on a 2/3 majority vote.

The President of VNS, Inc. will serve a two (2)-year term with no limit to consecutive terms. Other members of VNS, Inc. will serve a two (2)-year term and with no limit to consecutive terms. VNS, Inc. members may resign at any time by giving written notice to the President. Such resignation shall take effect at the time specified in the written resignation. A member may be removed for cause by a majority vote of the entire VNS, Inc. Cause could be for failing to adhere to the list of responsibilities and commitments expected from council members, as well as unprofessional/disrespectful conduct.

### **Article 4: Officers**

**President:** Presides at all VNS, Inc. meetings and is ex-officio on all of its Committees.

- Works with VNS Advisors in planning and directing the activities of VNS, Inc.
- Collaborates with VNS Secretary and Advisors to prepare and distribute an agenda four (4) days prior to all VNS, Inc. meetings (with exception of special meetings).
- Oversees formation and execution of committees.
- Manages any electronic voting

**Chair of the Finance Committee** for VNS, Inc.

- Manages the review of and action related to VNS, Inc.'s financial responsibilities.
- Works with the VNS advisors to ensure accurate financial reports are available to VNS, Inc. quarterly at meetings, including a year-end summary.

**Student Representative:** Elected from the Valley New School student body prior to the first Board meeting of the new school year.

- Leads monthly student input meetings with members of the student body.
- Discusses their needs and requests and brings them to the monthly VNS, Inc. meeting for presentation and, if needed, approval.

**Secretary:** The Valley New School Secretary shall be responsible for minutes at each VNS, Inc. meeting.

- The minutes are distributed electronically to all VNS, Inc. members within one week of the previous board meeting.
- Collaborates with VNS President and Advisors to prepare and distribute an agenda four (4) days prior to all scheduled meetings.
- VNS, Inc. members are to submit any changes to these minutes to the secretary author by one week prior to the next meeting.

## Article 5: Committees

The committees of VNS, Inc. are:

- Finance
- Curriculum
- Community Partnership
- AISA
- The board may vote to add or remove additional committees as needed.

The Chair of each committee is a VNS, Inc. Officer or Member appointed by the President.

**The Finance Committee** will gain an understanding of the budget process that exists between Valley New School and the Appleton Area School District, and create structures to supplement and support the needs of the Valley New School program.

**Curriculum Committee** is dedicated to supporting sustainability of Valley New School by influencing school curriculum, current and future faculty, and dissemination of the Project-based Learning model.

The committee annually reviews and recommends if changes are needed in content and measurements of student success.

**Community Partnership** markets Valley New School's students, brands Valley New School, and partners with local organizations for the sustainment of the school. The committee is responsible for relations with all partners and recruits and administers student count and waiting list.

**AISA** (Active Input in Student Affairs) Committee is a cooperative group of students and advisors. AISA is a student created and led government that works to bridge the gap between students, staff, and leadership at VNS. It exists to ensure that student voices are not only heard but turned into action.

## **Article 6: Meetings**

VNS, Inc. will meet a minimum of six (6) times during a school year. Additional and/or special meetings may be called by the Valley New School advisors or VNS, Inc. President as long as all VNS, Inc. members are notified of the meeting at least 24 hours in advance. A majority of board members need to be present to hold a meeting.

Agendas will be produced and distributed by VNS, Inc. Secretary at least four (4) days in advance of the meetings (with the exception of special meetings). Typical meetings will consist of time for Community Input, Approval of Minutes, Community Sharing, Old business, New Business, and Adjournment. Persons interested in presenting at a VNS, Inc. meeting may request to be put on the agenda by contacting the Secretary/Board President at least one week prior to the scheduled meeting. Any discussion items concerning issues with personnel or students will be confidential and held in a closed session.

The President, or in the absence of the President, a VNS Advisor, shall serve as facilitator at all of the meetings of VNS, Inc. Operation of VNS, Inc. meetings shall follow rules prescribed in the most recent Robert's Rules of Order.

A majority of VNS, Inc. members need to be present to hold a meeting. Each voting member has one vote, which is indicated by saying "aye". VNS, Inc. will reserve the right to initiate electronic voting if time or circumstances dictate this procedure. Electronic votes will be managed by VNS, Inc. President. A simple majority of the Board members entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of any business. The President may vote on all actions placed before VNS, Inc. Governing Board. A tie vote will be tabled to the next scheduled meeting. The Board will reserve the right to utilize consensus decision-making protocols as well as Robert's Rules of Order, current edition.

Once a decision has been reached by VNS, Inc., by a successful affirmation of the whole or majority vote, it is expected that all Board members will support that decision. In order for a VNS, Inc. member to speak for the VNS, Inc. to a District Administrator or designate, community, staff, or parents, that member must have been given that authority by consent of the Board.

## **Article 7: Amendments**

To take effect, this document must be ratified by a two-thirds vote of the VNS, Inc. These bylaws may be amended at any regular meeting of VNS, Inc. by a majority vote of those present provided that the

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EIN: 46-2448258

specific amendments have been introduced at a prior meeting, included in the minutes of that meeting, and are listed on the agenda for the current meeting.

**Amendment One:**

Upon the dissolution of VNS, Inc., the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, transfer ownership of all Charter School assets and unspent funds to the Appleton Area School District or, if the Appleton Area School District is unable to receive the assets and funds, to such organization or organizations that are organized and operated exclusively for exempt purposes under section 501(c)(3) of the Code.

**Amendment Two:**

Conflict of Interest Language as written in Exhibit A to Bylaws.

These bylaws and any amendments thereto, shall become effective immediately upon their adoption.

These bylaws are approved by VNS, Inc. on the 12th day of November, 2025.

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## **Exhibit A to Bylaws:** **Conflict of Interest for** **Valley New School, Inc.**

### **Article 1: Purpose**

The purpose of the Conflict of Interest policy is to protect the interests of Valley New School, Inc. (VNS, Inc.) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of VNS, Inc. This policy is intended to supplement, but not replace, any applicable Wisconsin laws governing conflicts of interest for this nonstock corporation.

### **Article 2: Definitions**

1. Interested person
  - a. Any director, officer, or member of a committee with Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any VNS, Inc. entity, he/she is an interested person with respect to all VNS, Inc. entities.
2. Financial Interest
  - a. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:
    - i. an ownership or investment interest in any entity with which VNS, Inc. has a transaction or arrangement, or
    - ii. a compensation arrangement with VNS, Inc. or with any entity or individual with which VNS, Inc. has a transaction or arrangement, or
    - iii. a potential ownership or investment in, or compensation arrangement with, any entity or individual with which VNS, Inc. is negotiating a transaction or arrangement.
  - b. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.
  - c. A financial interest is not necessarily a conflict of interest. Under this Exhibit A, Article 3, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists.

### **Article 3: Procedures**

1. Duty to Disclose
  - a. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his/her financial interest and must be given the opportunity to disclose all material facts to the directors or members of committee with board delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists
  - a. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the

determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing Conflicts of Interest
  - a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.
  - b. The chairperson of the board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
  - c. After exercising due diligence, the board or committee shall determine whether VNS, Inc. can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
  - d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in VNS, Inc.'s best interest and for its own benefit and whether the transaction is fair and reasonable to VNS, Inc. and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
4. Violations of the Conflicts of Interest Policy
  - a. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
  - b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article 4: Records of Proceedings**

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

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

## **Article 5: Compensation**

1. A voting member of the board of directors who receives compensation, directly or indirectly, from VNS, Inc. for services is precluded from voting on matters pertaining to that member's compensation.
2. If any employee is a voting member of the board of directors, he/she is precluded from discussion and voting on matters pertaining to that member's compensation; provided, however,

that no employee is prohibited from providing information to the board of directors regarding compensation.

3. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from VNS, Inc. for services is precluded from voting on matters pertaining to that member's compensation.

### **Article 6: Statement**

Each director, officer and member of a committee with board delegated powers shall sign at the time he/she takes office a statement, attached at Attachment 1, which affirms that such person:

1. has received a copy of the conflict of interest policy,
2. has read and understands the policy,
3. has agreed to comply with the policy and,
4. understands that VNS, Inc. is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

### **Article 7: Periodic Reviews**

To ensure that VNS, Inc. operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted.

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**ATTACHMENT 1**  
**STATEMENT OF DIRECTOR, OFFICER OR MEMBER OF COMMITTEE OF**  
**VALLEY NEW SCHOOL, INC.**  
**AS TO ANY CONFLICT OF INTEREST**

In accordance with the Conflict of Interest Policy of Valley New School, Inc., I hereby affirm that:

1. I have received a copy of the Conflict of Interest Policy.
2. I have read and understand the Policy.
3. I agree to comply with the terms of the Policy.
4. I understand that Valley New School, Inc. is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.
5. To my present knowledge neither I nor any member of my immediate family is a director, trustee, officer, shareholder, partner, member, owner, employee or agent or any business or organization with which Valley New School, Inc. has, or in the foreseeable future probably would have, a transaction, contract or other relationship that may give rise to a conflict of interest on my part or the part of a member of my immediate family, except as follows:

(If there is none, write "None" below. Otherwise, list each applicable business or organization and the office of relationship of you or any member of your immediate family.)

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Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_