



State Charter School Board Amendment Request

250 East 500 South, P.O. 144200, Salt Lake City, UT 84042
www.UtahSCSB.org

(801) 538-7720

Applicant Assurances

School Name: **Azure Fields Charter High School**

The Applicant certifies all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the Amendment Request process or revocation after award.

The Applicant understands that applications must be uploaded into the UCAP system no later than the third Friday of the month preceding the month of the requested SCSB meeting and that incomplete applications will not be considered.

The Applicant acknowledges that all information presented in the application package, if approved, may become part of the charter to be used for accountability purposes throughout the term of the charter.

The Applicant acknowledges that the charter school governing board is subject to all Utah statutes regarding charter schools as well as all relevant federal, state and local laws, and requirements, and should comply such.

The Applicant acknowledges that the most current academic and compliance data will be provided to the SCSB for its consideration of the application.

The applicant acknowledges that prior to inclusion on the agenda, the SCSB recommends charter school governing boards schedule an appointment with SCSB staff to discuss the request and provide clarification to any staff questions.

Susan Merle McDonald

Name of Board Chair

A handwritten signature in black ink, appearing to read "Susan McDonald".

Susan McDonald (Mar 19, 2026 16:28:35 MDT)

Signature of Board Chair /Date

School Entity Information

Name of School: **Azure Fields Charter High School**

Name of School Administrator: **Carol Ann Gregory**

Contact Information for School: email: contact@azurefields.org

Phone: **385-456-1122**

Mailing Address: **1275 W 1600 N suite 100, Orem, UT 84057**

Below, list the names and positions of all current Board Members (officers, members, directors, partners), and their positions. Also list any other current charters in which they act as a corporate principal or charter representative. Add rows as necessary.

Name	Position	All Charter Affiliations
Susan McDonald	Board President	Azure Fields Charter High School
Sara Archibald	Board Secretary	Azure Fields Charter High School
Marta Barlow	Board Treasurer	Azure Fields Charter High School
Christian (CJ) Swenson	Board PR Rep	Azure Fields Charter High School
Carrie Schippers	Voting Member	Azure Fields Charter High School
Thesa Callinicos	Voting Member	Azure Fields Charter High School
Alysha Millican	Voting Member	Azure Fields Charter High School

Requested Amendment(s) to Charter

Relocating to a new school district or municipality.

Planning year schools:

In working to secure a building, our original location of northern Utah County was cost prohibitive. We are negotiating a lease agreement with Utah County Academy of Sciences (UCAS) for their north-Provo Campus located at 2121 N 550 W, Provo, UT 84604. This location is aligned with our plan to use UTA public transportation and a school owned bus to help students travel to and from school. There is also a growing section of our interested community located south of Provo who are supportive of this location.

Required Attachments:

- Detailed market analysis of the newly proposed location.

Azure Fields Charter High School (AFCHS) plans to be located on the north end of Provo, UT. Our Market Analysis survey indicates that most families would prefer our school to be in North Utah County; however, due to the high growth in that area all the options for both new builds and renovating buildings were cost-prohibitive. We plan to purchase two school buses since most Azure Fields Charter High School students will be coming from feeder schools outside of the Provo area. The main modes of transportation used by AFCHS families may include parent vehicles, Utah Transit Authority (UTA) Frontrunner and buses, and the AFCHS school bus. Eligible students may also drive themselves; parking passes will be \$20 each school year. For students who utilize Frontrunner, an AFCHS bus will bring students from the Orem Central station to the school. Based on the student community needs, alternate AFCHS pickup locations may be organized with our second bus going to those locations. We have partnered with UTA to provide bus passes for our students at super discounted rates which are also eligible for fee waivers. Our later, 9:00 am, start time also helps facilitate transportation needs.

According to our initial Market Analysis Survey, we have over 100 students committed to enrolling in the first year, up to 200 students committed to coming in our 2nd year and about 250 students committed to coming in our 3rd year. Most of these respondents have students at the local Waldorf elementary schools and some were respondents who have homeschooled their children. As 250 students is three fourths of our enrollment capacity, we anticipate the additional students to come from Alpine, Provo, and Nebo School Districts as well as charter k-8 elementary schools and charter middle schools, and various private and homeschool groups in the area.

Our market analysis also showed that around 10% of students in the Alpine, Nebo, and Provo Districts choose to attend charter or private high schools. We not only anticipate this number to continue to grow as it has done in years past, but anticipate the numbers to grow in favor of our school since our Waldorf-Inspired model is the only option in Utah County for a high school that focuses on holistic and hand-on education.

Our recruitment strategies include site visits to junior high and middle schools in Alpine, Nebo, and Provo school districts; advertising at farmers markets; social media campaigns; word of mouth; and general advertising in local newspapers, community locations, and professional signage. We have already begun all of these outreach efforts.

Our recruitment plan prioritizes nurturing families through every stage of the enrollment and registration process, including initial inquiry, application completion, document submission, enrollment confirmation, attendance on the first day, and ongoing satisfaction and retention. We plan on nurturing families along this pipeline with additional outreach to school events such as cottage meetings, open houses, farmers markets, and a ribbon-cutting ceremony.

As families respond differently to communication formats, a layered outreach approach will be used including call and email campaigns, text reminders, email updates, social media engagement, and in-person touchpoints at events. This ensures that no family falls through the cracks. We have partnered with Schola to ensure that we are reaching out to families from their initial interest stage to their enrollment. Established charter outreach models show that multi-touch efforts dramatically improve conversion from interest to enrollment and help identify questions or concerns early.

Recruitment and retention are inseparable. Schools that maintain regular communication with newly enrolled families—especially those who have not yet attended—see stronger first-day attendance and lower withdrawal rates. Continuous outreach helps surface concerns related to transportation, scheduling, or program fit, allowing the school to resolve them before they result in attrition.

Outreach strategies that include early sentiment checks, personalized follow-up, and problem-solving support have been shown to improve retention outcomes and strengthen family satisfaction. We will continue to work with Schola to connect with and retain families through our first years of establishing our program.

As a new school opening without an existing reputation or legacy enrollment base, Azure Fields Charter High School must: build trust with families unfamiliar with the Waldorf high school model, support families transitioning from homeschooling or alternative education, maintain momentum between commitment and opening, and ensure accepted students are prepared and excited to attend Azure Fields Charter High School. By implementing a robust outreach and nurturing strategy, Azure Fields Charter High School will not only meet enrollment targets but also establish a strong foundation of engaged families who feel connected to the mission of the school and are more likely to remain enrolled and advocate within the community.

- Corresponding capital facility plan. ([Lease Agreement](#))

The UCAS building is already in use as a high school. Our inspection did not bring up any major repairs or building concerns and the only updates required will be the signage with the name of Azure Fields Charter High School. Optional updates include repainting to reflect the colors of Azure Fields rather than UCAS.

Amendment Request – Azure Fields Charter High School

- Revised budget for the planning year and first three operational years.

	Pre-Operational	Forecast	Forecast	Forecast	Forecast	Forecast
	FY26	FY27	FY28	FY29	FY30	FY31
9		100	100	100	100	100
10		75	100	100	100	100
11			50	75	75	75
12				50	50	50
Total Enrollment		175	250	325	325	325
Revenues						
Local Revenue	360	87,686	133,435	178,669	184,029	189,550
State Revenue		1,958,580	3,109,185	4,203,618	4,371,763	4,546,633
Charter School Revolving Loan	200,000	0	0	0	0	0
Implementation Grant	300,000					
Lease Revenue		150,000	150,000	150,000	150,000	150,000
Federal Revenue						
Total Revenue	500,360	2,196,265	3,392,619	4,532,287	4,705,792	4,886,183
Operating Expenses						
Salaries	42,000	789,913	1,087,894	1,470,833	1,529,666	1,590,853
Employee Benefits	4,200	290,045	413,400	558,916	581,273	604,524
Professional & Technical Services	10,000	87,579	87,579	109,816	113,111	116,504
Purchased Property Services	10,000	95,850	166,350	171,341	176,481	181,775
Other Purchased Services	5,000	124,740	151,891	203,382	209,484	215,768
Supplies & Materials	50,000	201,125	326,630	437,358	450,479	463,993
Furniture and Fixtures		10,000	16,304	17,411	17,411	17,411
Technology		40,000	27,174	29,018	11,607	11,607
Other Property Expenses	15,000	21,429	71,429	50,000	50,000	50,000
Misc.		0	0	0	0	0
Revolving Loan Interest		6,000	6,000	0	0	0
RTF Fee		27,500	27,500			
Lease		329,440	576,745	815,812		
Debt Payment					1,000,000	1,000,000
Total Expenses	136,200	2,023,620	2,958,897	3,863,887	4,139,511	4,252,436
Net Income	364,160	172,646	433,723	668,400	566,280	633,747
Net Income Available for Debt Service		529,585	1,037,968	1,484,211	1,566,280	1,633,747
DSCR		1.61	1.80	1.82	1.57	1.63
Debt Burden Revolving Loan Payoff		15%	17%	18.0%	21%	20%
			200,000			

Based on revenues

Amendment Request – Azure Fields Charter High School

Cash Balance (Unrestricted)	364,160	536,806	770,528	1,438,928	2,005,208	2,638,956	
Days Cash on Hand		97	95	136	177	227	
Labor/Benefits as % of Revenues		49%	44%	45%	45%	45%	Maybe raise
Benefit Loading		37%	38%	38%	38%	38%	
State Revenue Per Pupil		11,192	12,437	12,934	13,452	13,990	
Supplies PP		1,149	1,307	1,346	1,386	1,428	

Inflator Assumptions					
State Revenue Increase		4.00%	4.00%	4.00%	4.00%
Other Revenue Increase		3.00%	3.00%	3.00%	3.00%
Salaries/ Benefits Increase		4.00%	4.00%	4.00%	4.00%
Expense Increase		3.00%	3.00%	3.00%	3.00%

Articulation agreement.

Describe the purpose for the articulation agreement.

The purpose of this articulation agreement is to provide access to a high school program that is aligned with the educational philosophies and experiences of families attending Wasatch Charter School, a k-8 Public Waldorf program, as Azure Fields Charter High School was founded as a Waldorf-Inspired High School upon the request of families in the Utah Waldorf Community.

Required Attachments:

- Provide a copy of the school’s proposed articulation agreement signed by all participating charter school(s). [Attached at the end of this document]

Change to Bylaws, Articles of Incorporation, or contractual agreement specific to number of board members or board member election / appointment process.

The Governing Board voted to approve updating language in the ByLaws around Board Positions to clarify that Board Officers are Voting Members and to remove the Public Relations Representative Officer Position that is not needed on the Board. This updated language was approved by the AFCHS Governing Board on February 17, 2026.

Required Attachments:

- A redline version showing new additions and ~~removed language~~ in Bylaws.

Excerpt of Section C of ByLaws which adds clarifying language on Board Officer Positions and maximum term limits, and removes unnecessary position of PR Representative Officer. (Full ByLaw Document is attached at the end of this application.)

Section C. Appointment of The Board Members.

1. Appointment. The Board members are invited to serve by the executive director or may be nominated by the parent community consistent with the provisions of the Articles of Incorporation and these Bylaws. The Board and parent community shall vote to ratify nominations of new Board Members. Each member of The Board shall have one vote each and the parent community shall have one vote total counted as the simple majority of parent community votes. Ratification of a new Board Member requires a 3/4 approval of total votes.

- Board Officer Positions are also Voting Board Members with additional Officer Duties.
- The Board President and Vice President must be appointed out of the other Board Positions, including Secretary, Treasurer, ~~Public Relations Representative~~, or Voting Members.
- The parent community will be polled when a Board Position is open for a new appointment.

2. Term of Office. The initial Board members shall serve until the opening of the school, wherein no more than 50% of the Board may turn over and will institute the following Terms of Office.

- The Board President will serve for one 5-year term.
- The Vice President will serve for one 3-year term.
- The Treasurer will serve for one 4-year term.
- All other Board Positions may elect to serve for up to two (2) consecutive 1-3 year terms, designated at the time of appointment to their position.

3. Tenure. Voting Board Members, Secretary, and Treasurer, ~~and Public Relations~~ positions may serve up to two (2) consecutive terms in any of these positions. Board President and Vice President may serve one (1) term in that office, and must be appointed out of the other Board Positions. No Board Member shall serve for more than three (3) consecutive terms, and no more than four (4) non-consecutive terms in their lifetime, the maximum number of years any Board Member may serve is eleven (11) years total in their lifetime. The foregoing to the contrary notwithstanding, Board members shall serve until their successors have been duly elected and qualified, unless they shall resign, become disqualified, disabled, or shall otherwise be removed. Board Terms begin and expire in the month of August of any applicable year unless a Board Member resigns, becomes disqualified, disabled, or shall otherwise be removed.

Other Amendments Not Previously Identified Above

Please describe the amendment request.

We need to adjust the wording on our Exhibit A worksheet of our Charter Agreement from “Waldorf Model” to say “Waldorf-Inspired Model” to be in compliance with trademark requirements set forth by the Association of Waldorf Schools of North America (AWSNA) and our membership with the *Alliance for Public Waldorf Education*. A redline version of Schedule A of our Charter Agreement is attached.

Required Attachments:

- Details and supporting documentation as appropriate.

Instructions on Proper Use of “Waldorf” Trademark from the *Alliance for Public Waldorf Education*:

Amendment Request – Azure Fields Charter High School

To fulfil [the Alliance for Public Waldorf Education] requirements under [their] service mark agreement with AWSNA, just a reminder to use "Waldorf" in the approved ways. "Waldorf-inspired" schools are fine; "members of The Alliance for Public Waldorf Education" is fine; "Public Waldorf" can only be used by schools that have successfully completed the Alliance self-study process and "Waldorf" is reserved for AWSNA member schools. We try to be good stewards of our agreements. -AFCHS is in the process of becoming a "Public Waldorf" school through the Alliance for Public Waldorf Education, and is still in the stage of being a Waldorf-Inspired school until we complete our review process (a 3 year process).

SCHEDULE A

Name of Charter School: Azure Fields Charter High School	
Location of Charter School: The charter school is to be located in Central/Northern Utah County (or potentially the Southwest Corner of Salt Lake County), within the Alpine School District (as of 2025), which is material to its authorization.	
Charter School’s Mission Statement: We strive to awaken students to their unique individualities and a moral relationship with the world by developing the whole human being and its capacity for goodness, beauty, and truth.	
Charter School’s Purpose: Azure Fields Charter High School seeks to increase choice of learning opportunities for students by providing a Waldorf- inspired model high school for students, which is not currently available for students in the state.	
Key Elements of the Charter School:	<ul style="list-style-type: none"> ● Waldorf-Inspired Model: The Waldorf-Inspired Model emphasizes holistic education and creative learning methods inspired by the philosophy of Rudolf Steiner. This whole human approach to education nurtures all parts of the developing person including the head (intellect and ideas), heart (feeling a deep connection to one’s self as well as their surrounding community and world), and hands (skills and working forces to accomplish the work of developing a better humanity for the future). This approach prepares our students for a smooth transition for continuing education, career pursuits, and lifelong service. ● Experience-Based and Cross-Curricular Projects: Learning is facilitated through hands- on experiences and projects that integrate multiple subjects, fostering interdisciplinary connections and real-world application of knowledge. ● Agriculture: Azure Fields CHS will integrate agricultural education and activities into the curriculum and course offerings, promoting environmental awareness, sustainability, and hands-on learning experiences related to farming and gardening. The school will include an Agricultural Program that provides learning about sustainable agriculture, environmental stewardship, and nutrition. ● Work-Study Program: All students at Azure Fields CHS will gain

Amendment Request – Azure Fields Charter High School

practical work experience in on-campus work stations which complement academic learning with real-world skills and exposure to professional environments. Azure Fields will foster partnerships with local businesses, agricultural organizations, and community groups to create a robust network of support for our students. These collaborations will provide mentorship opportunities, internships, and resources that enrich the educational experience.

Opening date of Charter School: The charter school will open in the 2026-2027 school year.

Grade Levels Served: The charter school will scale their approved grade levels served as follows:
Year 2026-2027: 9th and 10th grade
Year 2027-2028: 9th, 10th, and 11th grade
Year 2028-2029 and beyond: 9th through 12th grade

Maximum Enrollment:

**If the Charter School has satellite Charter Schools, the maximum number of students that will be collectively served by the Charter School is reflected as the Maximum Enrollment number.*

The charter school will scale their approved maximum enrollment as follows:

- Year 2026-2027: 260 students
- Year 2027-2028: 390 students
- Year 2028-2029 and beyond: 520 students

The Charter School's enrollment preferences shall be as follows:

- a child or grandchild of an individual who has actively participated in the development of the charter school
- a child of an employee of the charter school
- a sibling of an individual who was previously or is presently enrolled in the charter school
- a student who resides within up to a two-mile radius of the charter school and whose school of residence is at capacity
- a student articulating from one charter school to another pursuant to an articulation agreement between the charter schools that is approved by the State Charter School Board

The structure of the governing board shall be as follows:

Number of members: 7-10

How members are appointed: The Board members are invited to serve by the executive director or may be nominated by the parent community consistent with the provisions of the Articles of Incorporation and Board Bylaws. The Board and parent community shall vote to ratify nominations of new Board Members. Each member of The Board shall have one vote each and the parent community shall have one vote total counted as the simple majority of parent community votes. Ratification of a new Board Member requires a 3/4 approval of total votes.

Term of office: The initial Board members shall serve until the opening of the school, wherein no more than 50% of the Board may turn over and will institute the following Terms of Office.

Beginning in School Year 2026-2027:

Amendment Request – Azure Fields Charter High School

- a. The Board President will serve for one 5-year term.
- b. The Vice President will serve for one 3-year term.
- c. The Treasurer will serve for one 4-year term.
- d. All other Board Positions may elect to serve for up to two (2) consecutive 1-3 year terms, designated at the time of appointment to their position.

The Utah State Board of Education has waived the following administrative rules for the Charter School:

None

Articulation Agreement Attachment:

Articulation Agreement Request – Wasatch Charter School & Azure Fields Charter High School



State Charter School Board Articulation Agreement Request

250 East 500 South, P.O. 144200, Salt Lake City, UT 84042
538-7720
www.UtahSCSB.org

(801)

Applicant Assurances

School Names: **Wasatch Charter School and Azure Fields Charter High School**

The Applicants certify that all information contained in this application is complete and accurate, realizing that any misrepresentation could result in disqualification from the Articulation Request process or revocation after award.

The Applicants understand that applications must be uploaded into UCAP no later than the third Friday of the month preceding the month of the requested SCSB meeting and that incomplete applications will not be considered.

The Applicants acknowledge that all information presented in the application package, if approved, may become part of the charter to be used for accountability purposes throughout the term of the charter.

The Applicants acknowledge that the charter school governing boards are subject to all Utah statutes regarding charter schools as well as all relevant federal, state and local laws, and requirements, and should comply such.

The Applicants acknowledge that the most current academic and compliance data may be provided to the SCSB for its consideration of the application.

Mac Gaulin
School 1: Wasatch Charter School
Board Chair

Signed by:
Mac Gaulin 3/18/2026
8639658CEA73404
Signature of Board Chair 1 /Date

Susan McDonald
School 2: Azure Fields Charter HS
Board Chair

Susan McDonald
Susan McDonald (Mar 19, 2026 16:28:35 MDT)
Signature of Board Chair 2 /Date
Mar 19, 2026

School 1 Entity Information

Name of School 1: **Wasatch Charter School**

Name of School Administrator: Heather Cambel

Contact Information for School: 8018713950

Name	Position	All Charter Affiliations
Mac Gaulin	Board Chair	Wasatch Charter School
Vivian Gayol	Vice Chair	Wasatch Charter School
Smith Monson	Secretary	Wasatch Charter School
Sarah Gonzalez	Treasurer	Wasatch Charter School
Gloria Pak	Board Member	Wasatch Charter School
Shannon Markham	Board Member	Wasatch Charter School
Rhiannon McDaniel	Board Member	Wasatch Charter School
Melissa Jensen	Ex Officio	Wasatch Charter School

School 2 Entity Information

Name of School 1: **Azure Fields Charter High School**

Name of School Administrator: **Carol Ann Gregory**

Contact Information for School: school phone: 385-456-1122 email: contact@azurefields.org

Name	Position	All Charter Affiliations
Susan McDonald	Board President	Azure Fields Charter High School
Sara Archibald	Board Secretary	Azure Fields Charter High School
Marta Barlow	Board Treasurer	Azure Fields Charter High School
Christian Swenson	Board PR Rep	Azure Fields Charter High School
Carrie Schippers	Voting Member	Azure Fields Charter High School
Thesa Callinicos	Voting Member	Azure Fields Charter High School
Alysha Millican	Voting Member	Azure Fields Charter High School

Articulation agreement.

Describe the purpose for the articulation agreement.

The purpose of this articulation agreement is to provide access to a high school program that is aligned with the educational philosophies and experiences of families attending Wasatch Charter School, a K-8 Public Waldorf program, as Azure Fields Charter High School was founded as a Regional Waldorf-Inspired High School upon the request of families in the Utah Waldorf Community.

Required Attachments:

- Provide a copy of the school's proposed articulation agreement signed by all participating charter school(s).

**ARTICULATION AGREEMENT
WASATCH CHARTER SCHOOL**

This Memorandum of Understanding (“Memorandum”) is entered into by and between Azure Fields Charter High School (“Azure”) and Wasatch Charter School (“Wasatch”)(collectively, the “Schools”).

RECITALS

WHEREAS, the Azure operates a Waldorf-inspired Utah public charter school located in Orem, Utah; and

WHEREAS, Wasatch operates a Waldorf-inspired K-8 Utah public charter school located in Holladay, Utah; and

WHEREAS, the Schools wish to execute this Articulation Agreement to assure orderly enrollment of students who transfer from Wasatch to Azure and placing them in the correct preference order; and

WHEREAS, the Member Schools recognize that students that attend Wasatch may wish to transfer to Azure and be treated as a returning student once enrolled.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated herein, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

**ARTICLE I
AZURE RESPONSIBILITIES**

- 1.1 Azure shall organize its enrollment to accommodate the following preferences:
 - a. Pupils returning to Azure;
 - b. A sibling of an individual who was previously or is presently enrolled in the charter school;
 - c. A student articulating from one charter school to another pursuant to an articulation agreement between the charter schools that is approved by the State Charter School Board;
 - d. A student who resides within up to a two-mile radius of the charter school and whose school of residence is at capacity;
 - e. A child of an individual who has actively participated in the development of the charter school;
 - f. A child of a member of the charter school governing board;
 - g. A child of an employee of the charter school;
 - h. A child of a military service member; and
 - i. A child of a DOD civilian.

- 1.2 Each year, Azure shall notify Wasatch of the date scheduled for enrollment applications and the relevant timelines within which an enrollment application must be received.
- 1.3 At the conclusion of the enrollment process, Azure will report to Wasatch the results and whether students seeking to articulate from Wasatch have been accepted for enrollment.
- 1.4 Enrollment seats at Azure are limited to the capacities approved in its charter and will be filled in accordance with the preferences identified above.
- 1.5 Any students that apply for enrollment at Azure after the close of the application window will be placed at the end of the waiting list.
- 1.6 Azure reserves the right to deny enrollment to a student from Wasatch for the following reasons: 1) the student was expelled from Wasatch; or 2) the student has a documented history of significant disciplinary issues.

ARTICLE II SENDING SCHOOL RESPONSIBILITIES

- 2.1 Wasatch shall verify for Azure that the transferring student has attended Wasatch for at least two years; does not have any current disciplinary issues; and is completing the 8th grade. Students with current disciplinary issues are not eligible for transfer preference, but may apply to Azure under the normal enrollment lottery preferences (see 1.1 above).
- 2.2 Upon successful enrollment in Azure, Wasatch shall provide the transferring student's full file, including any IEPs, 504 plans, etc.
- 2.3 Wasatch will identify an employee to act as the Transfer Coordinator. The Transfer Coordinator will advise the students on the appropriate registration process, help the student complete the registration on a timely basis, facilitate communications with the student's parents/guardians and act as the contact point for Azure.

ARTICLE III TERMINATION

This Memorandum shall extend from year to year, unless terminated by either party with advanced written notice at least 30-days prior to Azure's scheduled enrollment lottery. Termination will be effective at the conclusion of the then-current term.

ARTICLE IV GENERAL PROVISIONS

Amendment Request – Azure Fields Charter High School

4.1 Any notice that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery or upon deposit in the United States mail.


4.2 The Agreement shall be effective after being fully executed.

4.3 If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

Dated this 19 day of March, 2026.

AZURE FIELDS CHARTER HIGH SCHOOL

WASATCH CHARTER SCHOOL

By: 
Susan McDonald (Mar 19, 2026 16:28:35 MDT)

Mar 19, 2026

Susan Merle McDonald

- Change to Bylaws, Articles of Incorporation, or contractual agreement specific to number of board members or board member election / appointment process.***

Required Attachments:

- A redline version showing **new additions** and **removed language** in Bylaws.

Azure Fields Charter High School

Governing By-Laws

[Article I: Name And Purpose](#)

[Article II: Offices](#)

[Article III: Board of Directors](#)

[Section A. Powers.](#)

[Section B. The Board Members.](#)

[Section C. Appointment of The Board Members.](#)

[Section D: Removal of a Board Member](#)

[Section E: Resignation of a Board Member](#)

[Section F: Vacancies](#)

[Section G: Compensation of Board Members](#)

[Article IV: Utah Open And Public Meetings Act \(Utah Code Title 52 Chapter 04\)](#)

[Section A. Annual Board Meeting.](#)

[Section B. Regular Meetings](#)

[Section C. Special Meetings](#)

[Section D. Quorum](#)

[Article V: Action By The Board](#)

[Section A: Powers](#)

[Section B: Duties](#)

[Article VI: Indemnification Of The Board Members, Officers, Etc.](#)

[Section A. Authority to Indemnify The Board Members; Third Party Actions.](#)

[Section B. Authority to Indemnify The Board Members; Derivative Actions.](#)

[Section C. Employees and Agents.](#)

[Section D. Procedure for Effecting Indemnification.](#)

[Section E. Advancing Expenses.](#)

[Section F. Scope of Article.](#)

[Article VII: Self-Dealing Transactions](#)

[Article VIII: Other Provisions](#)

[Section A. Fiscal Year.](#)

[Section B. Execution of Instruments.](#)

[Section C. Checks and Notes.](#)

[Section D. Construction and Definitions.](#)

[Section E. Conflict of Interest.](#)

[Article IX: Record-Keeping And Minutes](#)

[Section A: Maintenance of Records](#)

[Section B: Financial Records](#)

[Section C: Meeting Minutes](#)

[Section D: Accessibility of Records](#)

[Section E: Record Retention](#)

[Section F: Compliance](#)

[Section G: Enforcement](#)

[Article X: Waiver Of Notice](#)

[Section A: Notice Requirement](#)

[Section B: Waiver of Notice](#)

[Section C: Effectiveness of Waiver](#)

[Section D: Record Keeping](#)

[Section E: Compliance](#)

[Article XI: Amendments To Bylaws](#)

Article I: Name And Purpose

The name of the corporation is Azure Fields Charter High School (hereinafter “the Corporation” or “the Charter School”).

Purpose: The purposes of the Corporation shall be to act and operate exclusively as a nonprofit corporation pursuant to the laws of the State of Utah, and to act and operate a public charter school in the manner as determined by the Board of Directors and included here; to engage in any and all activities and pursuits, and to support or assist such other organizations, as may be reasonably related to the foregoing and following purposes; to provide programs, instruction and materials to encourage, support and facilitate student learning and development; to admit students of any race, color, national or ethnic origin to all of the rights, privileges, programs, and activities generally accorded or made available to students at the school.

The corporation shall not discriminate on the basis of race, color, religious affiliation, gender, national or ethnic origin in the administration of its policies, admissions, scholarship or loan programs, employment practices or any other school administered program.

Article II: Offices

The corporation may have such offices whether within or without the State of Utah, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Utah a registered office, and a registered agent, as required by the Utah Revised Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office and the address of the registered office may be changed from time to time by the Board of Directors.

Article III: Board of Directors

Section A. Powers.

The Board of Directors hereinafter called “the Board” shall conduct or direct the affairs of the Corporation and exercise its powers, subject to applicable education law, not-for-profit corporation law, the Corporation’s State School Charter and these Bylaws. The Board is the final decision-making body of the school. The Board may delegate the management of the activities of the Corporation to others, so long as the affairs of the Corporation are managed, and its powers are exercised, under the Board’s ultimate jurisdiction. Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

1. to elect and remove members of the Board;
2. to select and remove officers, committee members, service providers and the executive director of the school; to prescribe powers and duties for them; and to fix their compensation;
3. to conduct, manage and control the affairs and activities of the Corporation, and to make rules and regulations;

Amendment Request – Azure Fields Charter High School

4. to enter into contracts, leases and other agreements which are, in The Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the Corporation;
5. to carry on the business of operating a charter school and apply any surplus that results from the business activity to any activity in which the Corporation may engage;
6. to act as trustee under any trust incidental to the Corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
7. to acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
8. to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities;
9. to lend money received only from private sources and to accept conditional or unconditional promissory notes therefore, whether interest or non-interest bearing, or secured or unsecured; and
10. to indemnify and maintain insurance on behalf of any Board members, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Utah Not-for-Profit Corporation Law and the limitations noted in these Bylaws.

Section B. The Board Members.

The number of Board members of the Corporation shall be not fewer than ~~eight (8)~~ seven (7) or more than ten (10). The Board shall fix the exact number of members, within these limits, by board resolution or amendment of the Bylaws.

The Board Members shall meet the following requirements:

1. Be in agreement with the educational philosophy, discipline policy, and administrative structure of Azure Fields Charter High School.
 - a. Be familiar with the pedagogy and curriculum of Waldorf Education.
 - b. Commit to understanding Waldorf Education by engaging in an annual board study of Rudolf Steiner texts and attending Waldorf Training and Conference opportunities as presented.
 - c. A high level of professionalism and a strong desire for the success of the school is expected. The motivation for serving on the Board should be to help guarantee the educational success of students.
2. At least 50% of Board members must have a minimum of 20 hours of Waldorf Training or certification by the opening of Azure Fields High School.
 - a. The Board President and Vice President ~~and Public Relations Representative~~ shall have a minimum of 40 hours of Waldorf Training or certification.
3. Board members should fulfill their responsibilities on the Board, Board committees, or subcommittees to their fullest capability.

- a. Board members are required to attend all board meetings throughout the school year and shall not miss more than two with prior notice.
 - b. The Board members will conduct an annual self-evaluation. Goals for the next year will also be determined at that time.
 - c. All board members are expected to be exemplary public relations representatives of the school.
4. The Board member elected to the Treasurer’s position should have a strong financial background, including experience in education or budget management, personnel management, and conflict resolution.
 5. The Board member elected to Board President position should have experience in administration, budget management, personnel management, and conflict resolution.
 6. Ad Hoc Members. The School Executive Director, a Faculty Chair, and 1 other faculty member may serve as ad hoc members. Ad hoc members will not have voting rights.

Section C. Appointment of The Board Members.

1. Appointment. The Board members are invited to serve by the executive director or may be nominated by the parent community consistent with the provisions of the Articles of Incorporation and these Bylaws. The Board and parent community shall vote to ratify nominations of new Board Members. Each member of The Board shall have one vote each and the parent community shall have one vote total counted as the simple majority of parent community votes. Ratification of a new Board Member requires a 3/4 approval of total votes.

- Board Officer Positions are also Voting Board Members with additional Officer Duties.

- The Board President and Vice President must be appointed out of the other Board Positions, including Secretary, Treasurer, ~~Public Relations Representative~~, or Voting Members.
- The parent community will be polled when a Board Position is open for a new appointment.

2. Term of Office. The initial Board members shall serve until the opening of the school, wherein no more than 50% of the Board may turn over and will institute the following Terms of Office.

- The Board President will serve for one 5-year term.
- The Vice President will serve for one 3-year term.
- The Treasurer will serve for one 4-year term.
- All other Board Positions may elect to serve for up to two (2) consecutive 1-3 year terms, designated at the time of appointment to their position.

3. Tenure. Voting Board Members, Secretary, and Treasurer, ~~and Public Relations~~ positions may serve up to two (2) consecutive terms in any of these positions. Board President and Vice President may serve one (1) term in that office, and must be appointed out of the other Board Positions. No Board Member shall serve for more than three (3) consecutive terms, and no more than four (4) non-consecutive terms in their lifetime, the maximum number of years any Board Member may serve is eleven (11) years total in their lifetime. The foregoing to the contrary notwithstanding, Board members shall serve until their successors have been duly elected and qualified, unless they shall resign, become disqualified, disabled, or shall

otherwise be removed. Board Terms begin and expire in the month of August of any applicable year unless a Board Member resigns, becomes disqualified, disabled, or shall otherwise be removed.

Section D: Removal of a Board Member

Any officer, agent, or Board member may be removed, either with or without cause, by the Board. Any and all officers are employees at will and serve at the will of the Board, committee or officer who appointed such officer unless such officer serves pursuant to a mutually executed written contract.

Section E: Resignation of a Board Member

Any Board member may resign by giving written notice to the Board president or secretary. The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board President or Secretary shall not be necessary.

Section F: Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Board member, upon the declaration of vacancy pursuant to these Bylaws, or upon a member's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Board members.

Section G: Compensation of Board Members

The Board members shall serve without compensation. However, the Board may approve reimbursement of actual and necessary expenses while conducting corporation business in accord with the set budget and imposed limits for such activities.

Article IV: Utah Open And Public Meetings Act (Utah Code Title 52 Chapter 04)

Official meetings of the corporation will be regulated by the rules as set forth in the Utah Open and Public Meetings Act. Meetings may be in person or electronic.

Section A. Annual Board Meeting.

An annual meeting of the Board shall be held during the month of June for the purposes of evaluation of Board effectiveness, organization, selection of Directors and officers, initiation of the yearly Steiner Study, and the transaction of other business.

Section B. Regular Meetings

The Board shall hold regular meetings on a monthly basis August through June. The schedule of regular meetings shall be determined by the Board and communicated to all members and the public.

Section C. Special Meetings

Special meetings may be called by the Board President or upon the request of 3 Board members. Special meetings of the Board and regular meetings that are held other than at the regularly scheduled time or place

may be held only after each Governing Board Member has received twenty-four (24) hours' notice given personally or by telephone, e-mail or other similar means of communication.

Section D. Quorum

A quorum shall be constituted by 5 or more members of the Board including 2 non-officer Voting Board Members. Decisions shall be made by a majority vote of the members present at the meeting.

Article V: Action By The Board

Section A: Powers

The Board shall have the authority to make decisions regarding the educational, financial, and operational matters of the Charter School, within the scope of the Charter and applicable laws.

Section B: Duties

The Board's primary duties shall include, but not be limited to:

1. Ensuring compliance with the Charter and all relevant laws and regulations.
2. Hiring, evaluating, and supporting the School Leader (Executive Director).
3. Approving the annual budget and overseeing financial matters.
4. Setting academic policies and goals for the Charter School.
5. Engaging with the school community and promoting transparency.

Article VI: Indemnification Of The Board Members, Officers, Etc.

Section A. Authority to Indemnify The Board Members; Third Party Actions.

To the extent not inconsistent with Section 16-6a-901 et seq. Of the Utah Code Annotated (1953), the Corporation shall provide indemnification to trustees, directors, officers and others pursuant to this Article VI. The Corporation shall indemnify any Board member, officer, employee or agent of the Corporation, or a person who was or is a party or is threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact he or she is or was an authorized representative of the Corporation (which for the purposes of this Article shall mean a Board member, officer, employee or agent of the Corporation, or a person who is serving at the request of the Corporation as a Board member, officer, employee or agent of the Corporation, person, partnership, joint venture, trust or other enterprise) against judgments, fines, amounts paid in settlement and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that no indemnification shall be made in connection with any proceeding charging that such person derived an improper personal benefit, whether or not involving action in an official capacity, in which such person was adjudged liable on the basis that he or she derived an improper personal benefit.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section B. Authority to Indemnify The Board Members; Derivative Actions.

The Corporation shall indemnify any Board member who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was an authorized representative of the Corporation, against expenses (including attorneys' fees but not amounts paid in settlement) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation or in connection with any other proceeding charging that such person derived an improper personal benefit, whether or not involving action in an official capacity, in which such person was adjudged liable on the basis that he or she derived an improper personal benefit.

Section C. Employees and Agents.

To the extent that an authorized representative of the Corporation who neither was nor is a Board member or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article or in defense of any claim, issue or matter therein, he or she shall be indemnified by the Corporation against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Such an authorized representative may, at the discretion of the Board, be indemnified by the Corporation in any other circumstances to any extent if the Corporation would be required by Sections 1 and 2 of this Article to indemnify such person in such circumstances to such extent if he or she were or had been a director or officer of the Corporation.

Section D. Procedure for Effecting Indemnification.

Indemnification under Sections A, B, or C of this Article shall be made when ordered by a court or shall be made in a specific case upon a determination that indemnification of the authorized representative is required or proper in circumstances because he or she has met the applicable standard of conduct set forth in Sections A or B of this Article. Such determination shall be made by the Board by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceeding, or any other manner allowed under the laws of the State of Utah.

If a claim under this Article is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any action, suit or proceeding in advance of its final disposition where the undertaking and determinations necessary for

advancing expenses have been made) that the claimant has not met the standards of conduct which make it permissible for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board members or its independent legal counsel) that the claimant has not met such applicable standard of conduct shall be a defense to the action or create a presumption that the claimant had not met the applicable standard of conduct.

Section E. Advancing Expenses.

Expenses (including attorneys' fees) incurred by a person that may be indemnified under the provisions of this Article, in defending a civil or criminal action, suit or proceeding, may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of:

1. An undertaking by that person or on that person's behalf by an authorized representative to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation as required in this Article or authorized by law;
2. The person furnishes to the Corporation a written affirmation of his or her good faith belief that he or she has met the standard conduct set forth in Section A and B of this Article, and;
3. A determination is made that the facts then known to those making the determination under Section D of this Article would not preclude indemnification as provided by this Article.

Section F. Scope of Article.

Each person who shall act as an authorized representative of the Corporation, shall be deemed to be doing so in reliance upon such rights of indemnification as are provided in this Article. The indemnification and advancement of expenses provided by the Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, vote of disinterested trustees, statute or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office or position, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Article VII: Self-Dealing Transactions

The Corporation shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the Corporation is a party and in which one or more of the Board members has a material financial interest ("interested member(s)"). Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to By Laws governing financial transactions; if a transaction which is part of a public or charitable program of the Corporation, and the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism; and (b) results in a benefit to one or more Board members or their families because they are in a class of persons intended to be benefited by the program.

Article VIII: Other Provisions

Section A. Fiscal Year.

The fiscal year of the Corporation begins July 1 of each year and ends June 30.

Section B. Execution of Instruments.

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the Corporation by any contract or engagement, to pledge the Corporation's credit, or to render it liable monetarily for any purpose or any amount.

Section C. Checks and Notes.

Except as otherwise specifically provided by a Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation may be signed by the president of the Board and executive director. Such items for amounts of \$5,000.00 or greater must be signed by both of these individuals.

Section D. Construction and Definitions.

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for reference and convenience only and are not intended to limit or define the scope or effect of any provisions.

Section E. Conflict of Interest.

No Board member may vote upon a matter coming before that body in which he or she has a conflict of interest.

For the purpose of this provision, the term "interest" shall include financial interest, personal interest, interest as director, officer, member, stockholder, shareholder, partner, manager, trustee or beneficiary of any concern and having an immediate family member who holds such an interest in any concern. The term "concern" shall mean any corporation, association, trust, partnership, limited liability entity, firm, person or other entity other than the organization.

Immediately upon becoming aware that a conflict of interest may exist, a Board member must disclose the existence of the potential conflict to the remaining Board members, withdraw from further deliberation on the issue, and refrain from voting on the matter. Any such disclosure shall include all relevant and material facts known to such person about the contract or transaction shall be fully documented in the organization minutes.

Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Board members determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

The Board may adopt formal policies requiring:

1. Regular annual statements from the Board members, officers and key employees to disclose existing and potential conflicts of interest.
2. Corrective and disciplinary actions with respect to transgressions of such policies.

Article IX: Record-Keeping And Minutes

Section A: Maintenance of Records

The Corporation is responsible for maintaining accurate, complete, and up-to-date records, including financial records and minutes of the Board proceedings.

Section B: Financial Records

The Corporation shall maintain correct and complete financial records, encompassing income statements, balance sheets, cash flow statements, and any other relevant financial documentation. These records shall be subject to periodic review or audit to ensure accuracy and compliance with regulatory requirements.

Section C: Meeting Minutes

Meeting minutes shall be kept for all the Board proceedings. These minutes shall include details of decisions made, actions taken, attendance, and any other pertinent information. Minutes shall be promptly recorded following each meeting to accurately reflect the proceedings.

Section D: Accessibility of Records

Access to Corporation records shall be granted to authorized personnel as necessary for the performance of their duties. Confidential or sensitive information contained within the records shall be handled with appropriate confidentiality measures to safeguard privacy and confidentiality.

Section E: Record Retention

The Corporation shall establish guidelines for the retention of records, taking into account legal requirements and practical considerations. Records shall be retained for the period specified in the Corporation's record retention policy to ensure compliance with regulatory requirements and facilitate efficient operations.

Section F: Compliance

The Corporation shall adhere to all applicable laws and regulations governing record-keeping and reporting, ensuring compliance with legal requirements and industry standards.

Section G: Enforcement

Failure to maintain accurate and complete records may result in disciplinary action, fines, or other consequences as determined by the Board. The Corporation shall take appropriate measures to enforce compliance with record-keeping obligations and promote transparency and accountability.

Article X: Waiver Of Notice

Section A: Notice Requirement

Whenever any notice is required to be given under the provisions of the Utah Revised Nonprofit Corporation Act, or under the provisions of the Articles of Incorporation, or the Bylaws of the Corporation, it must be provided in writing.

Section B: Waiver of Notice

Waiver in Writing: A waiver of notice must be in writing and signed by the person or persons entitled to such notice. This waiver can be provided either before or after the time stated in the notice.

Equivalent to Notice: Any such waiver, whether signed before or after the specified time, shall be considered equivalent to the giving of notice.

Section C: Effectiveness of Waiver

Binding Effect: Once a waiver of notice is provided in accordance with this Article, it shall be binding upon the person or persons signing the waiver.

No Effect on Validity: The validity of any action taken at a meeting shall not be affected by the failure to provide proper notice if a waiver of notice has been duly executed and filed with the Corporation's records.

Section D: Record Keeping

Documentation: All waivers of notice shall be documented and retained as part of the Corporation's records.

Accessibility: Waivers of notice shall be made available for inspection by members of the Corporation upon request.

Section E: Compliance

Legal Compliance: The Corporation shall ensure that all waivers of notice comply with the requirements set forth in this Article and applicable laws and regulations.

Transparency: The Corporation shall promote transparency regarding the waiver of notice process and make information accessible to members as required by law.

Article XI: Amendments To Bylaws

These Bylaws may be amended by a 3/4 vote of the members present at any regular or special meeting(s) of the Board, provided that the proposed amendment has been submitted in writing at least 30 days before the meeting.