

**Tuesday January 10th, 2023 at 3:30pm AZ**  
**Board of Directors Meeting Agenda**

Pursuant to A.R.S. §38-431.01 and A.R.S. §38-431.02 notice is hereby given to the general public that the Board of Directors of ASU Preparatory Academy, will hold a Regular Session, on Tuesday January 10, 2023 at 2:30pm AZ via Zoom - <https://asu.zoom.us/j/9782794579>. Phone Number: +1 786 635 1003. Meeting ID: 978 279 4579.

The Board reserves the right to change the order of items on the agenda, with exception of public hearings. One or more members of the Board may participate in the meeting by telephonic communications. Pursuant to A.R.S. §38-431.02(H) the Board will not discuss, consider, or decide those matters not listed on the agenda. Pursuant to A.R.S. 38-431.03 (A), the Board may vote to go into Executive Session, which will not be open to the public. Copies of the agenda and supporting materials will be available 24 hours prior to the meeting on line at <https://asuprep.asu.edu/governance/>

**A. Public Hearing**

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1. Call to Order – George Dean
2. Pledge of Allegiance – George Dean
3. Roll Call – Board Clerk

**B. Public Comment**

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1. Call for Public Comments – George Dean

**C. Approval of Action Items**

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1. Request approval of the Board of Directors of the regular meeting minutes for Tuesday, November 15, 2022.
2. Request approval of the Board of Directors to adopt the amended and restated charter contracts between Arizona Board of Regents on behalf of Arizona State University and ASU Preparatory Academy charters.
3. Request approval of the Board of Directors to adopt the Third Amended and Restated ByLaws of ASU Preparatory Academy.
4. Request the Board of Directors elect two new directors to the ASU Preparatory Academy governing board.
5. Request the Board of Directors approval of the proposed slate of officers of the ASU Preparatory Academy governing board.

**D. Informational Items**

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1. Let it Snow Event Update - Stefanie Contreras, Director of Marketing and Communications

2. Update on Public Comment from South Phoenix High School Parent at November 15, 2022 Meeting - Patrick Gibbs, ASU Preparatory Academy 7-12 South Phoenix Assistant Principal.
3. Next Board Meeting is Tuesday, February 14, 2023 at 9:00am AZ.

#### **E. Executive Session**

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All business conducted in Executive Session is confidential pursuant to A.R.S. 38-431.03. At this time, the public is to leave the room and take all materials such as backpacks, purses, and briefcases.

#### **F. Adjournment**

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1. Adjournment

## Agenda Item Details

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<b>Meeting</b>	January 10, 2023 - Board of Directors Meeting – Notice of Regular Session
<b>Category</b>	C. Approval of Action Items 1. Request approval of the Board of Directors of the regular meeting minutes for Tuesday, November 15, 2022.
<b>Access</b>	Public
<b>Type</b>	Approval

## Recommended Action

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It is requested that the Board of Directors approve the regular meeting minutes for Tuesday, November 15, 2022.

**Board of Directors Meeting  
Regular Session Minutes  
Tuesday, November 15, 2022 at 11:00am**

**George Dean**, *Chairman*, presided over the ASU Preparatory Academy Board of Directors Meeting via Zoom link <https://asu.zoom.us/j/9782794579>.

**Board Members Present:**

**George Dean**  
Chairperson

**José Cárdenas**  
Vice Chairperson

**James Rund**  
Director

**Board Members NOT Present:**

**Non-Board Members Present:**

**Jamie Moran**  
Board Clerk & ASU Prep Exec Director  
of Enterprise Ops

**Julie Young**  
Managing Director, ASU Prep & ASU  
Prep Digital

**Amy McGrath**  
ASU Prep Chief Operating Officer

**Leah Lommel**  
ASU Prep Chief Administrative Officer

**Carrie Larson**  
ASU Prep Immersion Head of Schools

**Rebecca Hill**  
ASU Prep Chief of Staff

**Katie Van Deinse**  
ASU Prep Business Office Manager

**Martha Plascencia**  
ASU Prep Admin Services Assistant

**Deanna Rader**  
ASU Prep Legal Counsel

**Patrick Gibbs**  
South Phoenix Assistant Principal

**Nadjege Casimir**  
South Phoenix Parent

#### **A. Regular Session**

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1. Call to Order – George Dean  
*George Dean called the meeting to order at 11:03 am*
2. Pledge of Allegiance – George Dean  
*George Dean led the meeting attendees in the Pledge of Allegiance.*
3. Roll Call – Board Clerk  
*Jamie Moran took roll call and verified a quorum was present.*

*Chairman Dean announced that the Board would not be considering Approval Agenda items 5,6,7, or 8.*

#### **B. Public Participation**

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1. George Dean made a call for Public Participation.

Public Attendees: Nadjege Casimir

Discussion: Parent of a senior at South Phoenix campus expressed concern about microaggressions and the use of “the N word” by students on campus. She would like the school to take a more active role in educating the students by bringing awareness to the issue and providing additional resources to inform the student population on this topic.

#### **C. Informational Items**

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1. Next Board Meeting is Tuesday, February 14, 2022.

Chairman Dean made a comment that the date was referencing the incorrect year and should be 2023. Correction, the next board meeting will take place on Tuesday, February 14, 2023 at 10:00 am MST.

#### **D. Approval of Action Items**

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1. Request approval of the Board of Directors meeting of the regular session minutes for Tuesday, October 11, 2022.

Discussion: None

**On a motion by José Cárdenas, and a second by James Rund, the Board approved the meeting minutes for October 11, 2022.**

**FINAL RESOLUTION: Motion Carries**

**YEA: George Dean, José Cárdenas, and James Rund**

2. Request approval of the Board of Directors to add March 28, 2023 to the FY23 Board Meeting Dates.

Discussion: None

**On a motion by José Cárdenas, and a second by James Rund, the Board approved the FY23 Board Meeting Dates.**

**FINAL RESOLUTION: Motion Carries**

**YEA: George Dean, José Cárdenas, and James Rund.**

3. Request approval of the Board of Directors of the FY23-FY24 Staff Work Days Calendar for ASU Preparatory Academies.

Discussion: None

**On a motion by José Cárdenas, and a second by James Rund the board approved the FY23-FY24 Staff Work Days Calendar for ASU Preparatory Academies.**

**FINAL RESOLUTION: Motion Carries**

**YEA: George Dean, José Cárdenas, and James Rund.**

4. Request approval of the Board of Directors to award one (1.0) high school Carnegie unit for each three (or greater) semester hours of credit that the pupil earns in an appropriate ASU university course or other post-secondary courses that is determined by evaluation by ASU Preparatory staff, pursuant to A.R.S. §15-701.01

Discussion:

- Carrie Larson provided background on this item, and shared that in certain ASU courses student's would do one year's worth of work in one semester, which now would be awarded as 1.0 high school credit hours to the student.
- The classes evaluated and that meet the criteria set forth by the evaluation team are attached.
- Any future classes added will also be presented and approved by the board.

**On a motion by José Cárdenas and a second by James Rund, the Board approved to award one (1.0) high school Carnegie unit for each three (or greater) semester hours of credit that the pupil earns in an appropriate ASU university course or other post-secondary courses that is determined by evaluation by ASU Preparatory staff, pursuant to A.R.S. §15-701.01**

**FINAL RESOLUTION: Motion Carries**

**YEA: George Dean, José Cárdenas, and James Rund.**

*Agenda Items 5,6,7, and 8 were not considered.*

**E. Executive Session**

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All business conducted in Executive Session is confidential pursuant to A.R.S. 38-431.03. At this time, the public is to leave the room and take all materials such as backpacks, purses, and briefcases.

1. Request for records and information from the FCC-OIG regarding E-rate procurement. The Board may vote to go into executive sessions pursuant to A.R.S. §38-431.03(A)(3) to consult with and obtain legal advice from the Board's attorney regarding this request.

**On a motion by José Cárdenas and a second by James Rund, the Board approved entering Executive Session to consult and obtain legal advice from the Board's attorney.**

**FINAL RESOLUTION: Motion Carries**

**YEA: George Dean, José Cárdenas, and James Rund.**

**E. Adjournment**

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**1. Adjournment**

**On a motion by George Dean and a second by James Rund, the meeting was adjourned.**

**FINAL RESOLUTION: Meeting adjourned at 11:39am**

**YEA: George Dean, José Cárdenas, and James Rund.**

Respectfully submitted this 17th day of November, 2022



By:

**Jamie Moran**

ASU Preparatory Academy

Board of Directors Chairperson or designee

## Agenda Item Details

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<b>Meeting</b>	January 10, 2023 - Board of Directors Meeting – Notice of Regular Session
<b>Category</b>	C. Approval of Action Items 2. Request approval of the Board of Directors to adopt the amended and restated charter contracts between Arizona Board of Regents on behalf of Arizona State University and ASU Preparatory Academy charters.
<b>Access</b>	Public
<b>Type</b>	Approval

## Recommended Action

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It is requested that the Board of Directors adopt the amended and restated charter contracts between Arizona Board of Regents on behalf of Arizona State University and ASU Preparatory Academy charters. ASU Preparatory Academy and ASU legal council have reviewed the charter contracts.

ASU Preparatory Academy - Phoenix Elementary

CTDS: 07-85-46-000

735 E. Fillmore St

Phoenix, AZ 85006

ASU Preparatory Academy -Pilgrim Rest – a site under above charter

Site CTDS: 07-85-46-001

1401 E. Jefferson St

Phoenix, AZ 85034

ASU Preparatory Academy – Polytechnic STEM Academy Elementary School

CTDS: 07-82-05-000

6950 E. Williams Field Rd

Mesa, AZ 85212



ASU Preparatory Academy- Phoenix Middle School

CTDS: 07-82-50-000

735 E. Fillmore St

Phoenix, AZ 85006

ASU Preparatory Academy – Polytechnic STEM Academy Middle School

CTDS: 07-82-51-000

6950 E. Williams Field Rd

Mesa, AZ 85212

ASU Preparatory Academy - Phoenix High School

CTDS: 07-82-07-000

735 E. Fillmore St

Phoenix, AZ 85006

ASU Preparatory Academy - Polytechnic High School

CTDS: 07-82-08-000

7350 E. Innovation Way South

Mesa, AZ 85212

ASU Preparatory Academy- Casa Grande High School

CTDS: 11-87-16-000

2612 W. Gila Bend Highway

Casa Grande, AZ 85193

ASU Preparatory Academy- Digital

CTDS: 07-82-84-000

1130 E. University Dr

Tempe, AZ 85281

ASU Preparatory – South Phoenix Primary

CTDS: 07-82-67-000

5610 S. Central Avenue  
Phoenix, AZ 85040

ASU Preparatory – South Phoenix Intermediate  
CTDS: 07-85-59-000  
5610 S. Central Ave.  
Phoenix, AZ 85040

ASU Preparatory – South Phoenix High School  
CTDS: 07-82-77-000  
4445 S. 12th St.  
Phoenix, AZ 85040

**AMENDED AND RESTATED  
Charter Contract between**

**ARIZONA BOARD OF REGENTS, a body corporate for and on behalf  
of ARIZONA STATE UNIVERSITY ("ASU" or "University")**

**and**

**ASU PREPARATORY ACADEMY,  
an Arizona non-profit corporation**

**Effective Date:** \_\_\_\_\_

1. **Parties:** The Arizona Board of Regents is authorized, pursuant to Arizona Revised Statutes - A.R.S. §§ 15-181 and A.R.S. §§ 15-183, to execute a Charter Contract for the purpose authorizing the establishment of charter schools that will provide a learning environment to improve pupil achievement and to provide additional academic choices for parents and pupils.
  - A. This Charter Contract is entered into between ASU Preparatory Academy ("Charter Operator") and the Arizona Board of Regents, a body corporate for and on behalf of ARIZONA STATE UNIVERSITY ("ASU" or "University") for the purpose of establishing a charter school to operate at the site(s) listed in Paragraph 6(A) of this Charter Contract and **EXHIBIT A** thereto.
  - B. The person authorized to sign and act on behalf of the University is the President or the President's designee ("ASU President").
  - C. The person authorized to sign on behalf of the Charter Operator is the President and Chief Executive Officer of ASU Prep ("Charter Representative").
  - D. The Charter Representative affirms as a condition of this Charter Contract, that he/she is the above-described representative of the Charter Operator and has authority to sign this Charter Contract on behalf of the Charter Operator.
  - E. The Charter Representative affirms that the Charter Operator is, and will remain, in good standing with the Arizona Corporation Commission.
2. **Purpose:** The Charter Operator shall operate a charter school consistent with the terms of this Charter Contract and all applicable provisions of law, providing educational services according to the education standards established by law..
3. **Governance:**
  - A. The Charter Operator, and its officers, directors, and employees, have a duty of care for complying with the provisions of this Charter Contract, all applicable laws, regulations, and reporting requirements.
  - B. The Charter Operator shall have a charter school governing body pursuant to A.R.S. § 15-183(E)(8) that is responsible for the policy decisions of the school. The charter school body shall comply with Arizona's Open Meeting Law, A.R.S. §§ 38-431 *et seq.*
  - C. The Charter Operator shall not add or remove any directors or officers of the Charter Holder's Board of Directors without prior written approval of the University in accordance with Paragraph 9 of this Charter Contract.

**4. Operation of the School:**

- A. No right or interest in this Charter Contract shall be assigned by anyone on behalf of the Charter Operator without prior written approval of the University. Delegation of any contractual duty of the Charter Operator shall not be made without prior written approval of the University.
- B. Any change in the ownership of the Charter Operator, change in the name of the Charter Operator, change in the Charter Representative, or change in membership of Charter Operator's Board of Directors or Officers requires an amendment to the Charter Contract be approved following the amendment approval process set forth in Paragraph 9.
- C. The Charter Operator shall be nonsectarian in its charter school programs, admission policies and employment practices, and all other operations. A.R.S. §15-183(E)(2).
- D. The Charter Operator shall comply with all federal and state laws relating to the education of children with disabilities in the same manner as a school district. A.R.S. § 15-183(E)(7).
- E. The Charter Holder shall maintain records to document daily pupil attendance and shall make such records available for inspection upon request of the Arizona Department of Education.
- F. The Charter Holder shall maintain student records in accordance with the Arizona State Library, Archives and Public Records Retention Schedules.
- G. If the Charter Holder receives federal grant funds, the Charter Holder shall timely submit financial and other reports required by the Arizona Department of Education or other state or federal agency for the Charter Holder's receipt of such funds.

**5. Applicable Law:**

- A. The material and services provided by this Charter Operator under this Charter Contract shall comply with all applicable federal, state, and local laws and shall conform, in all respects with the educational standards contained in its application and this Charter Contract. This Charter Contract is entered into in Arizona, and shall be interpreted, enforced, and governed by Arizona law as applied to transactions occurring entirely within Arizona between Arizona residents.

**6. Sites :**

- A. The Charter Operator shall maintain either ownership, a lease, or other suitable agreement covering the use of all facilities and shall ensure that the facilities comply with all appropriate state and local health and safety standards and other applicable laws, regulations, and rules.
- B. The Charter Operator shall provide educational services, including the delivery of instruction at the location(s) identified in Exhibit A. Locations may be amended pursuant to paragraph 10 of this Charter Contract.

**7. Term of Charter Contract A.R.S. §15-183 (I):** An approved plan to establish a charter school is effective for fifteen (15) years from the first day of operation of the charter school. For purposes of the Charter Contract the first day of operation of the charter school shall be deemed to be the date the Charter Contract has been signed by both parties.

**8. Charter Contract Interpretation :**

- A. Merger: This Charter Contract sets forth the Parties' complete and final agreement with respect to the University's sponsorship of charter school(s) operated by Charter Operator, and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the matters addressed in this Charter Contract. This Charter Contract may not be altered or amended except as provided in Paragraph 9 and 10 or by a written instrument executed by all Parties who are affected by such alteration or amendment.
- B. Waiver: Either party's failure to insist on strict performance of any term or condition of the Charter Contract shall not constitute a waiver of that term or condition, even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- C. Severability: The provisions of this Charter Contract are severable. If a court of competent jurisdiction declares any of the Charter Contract provisions unenforceable, the remaining provisions shall be enforced as though the Agreement does not contain the unenforceable provisions.
- D. Assignment: Neither party may assign nor transfer this Charter Contract unless authorized by law. No delegation of any duty of the Charter Operator shall be made without prior written permission of the University.

**9. Amendments Requiring Advance Approval:** Certain changes to the Charter Operator's legal status, governance structure, and/or operations are considered significant and material to the contractual relationship between the Charter Operator and the University, and as such, the Charter Operator is required to seek the University's advance approval through the amendment process before implementing such changes.

- A. Any amendment to the Charter Contract will be effective only if approved in writing by the Charter Operator and the University. The Charter Operator shall not take action or implement the changes requested in the amendment until such changes are approved by the University. A.R.S. §15-183 (G).
- B. All amendments shall be submitted pursuant to the procedures or rules formulated by the University. The University may require supporting documentation identifying the rationale and/or justification for the requested amendment.
- C. Any amendment to the Charter Contract not specifically listed in this Paragraph Nine (9) of the Charter Contract shall require the University's approval as prescribed herein.
- D. The following changes are deemed significant and material to this Charter Contract and require prior approval through the Amendment process:
  - i. Change in legal status of the Charter Operator
  - ii. Change in the corporate name of the Charter Operator
  - iii. Change in the ownership of the Charter Operator
  - iv. Changes to charter school description/mission
  - v. Changes in grade levels served
  - vi. Changes in the charter school calendar involving the number of instructional days

- vii. Changes in curriculum or instruction
- viii. Changes in the method(s) used to measure pupil progress or changes in the percentage of mastery
- ix. USFRCS exception
- x. Procurement exception
- xi. Changes in the directors or officers of the Charter Operator's Board of Directors
- xii. Amendment of the Charter Operator's Articles of Incorporation and/or Bylaws
- xiii. Merger, consolidation, or dissolution of the Charter Operator
- xiv. Creation of any subsidiaries or affiliates of the Charter Operator
- xv. Adoption of or revision to Charter Operator's business plan
- xvi. Adoption of the annual budget prepared by Charter Holder and any actions taken by the Charter Holder which would or could involve expenditures which exceed one hundred and ten percent (110%) of the approved budgeted amounts for such expenditures

**10. Notification of Changes**

- A. Changes made by the Charter Operator and listed below do not require an amendment be made pursuant to Paragraph 9 and shall be accomplished through written notification to the University. Changes that can be accomplished through written notification become effective only when the notification is approved by the Charter Operator or the charter school governing body, as applicable, and signed by both the ASU President or the ASU President's designee and Charter Representative.
- B. The Charter Operator shall not take action or implement the changes requested in the Notification until authorized representatives of both parties sign the notification. The ASU President or the ASU President's designee may require, in his/her sole discretion, that a notification be submitted to the University for approval pursuant to Paragraph 9.
- C. Changes requiring prior approval through the notification process include:
  - i. Changes in name, mailing and physical address, phone and fax number to the charter school and/or contact person (e.g., changes of site and/or adding sites)
  - ii. Changes in the name(s) of person(s) authorized to act as a Charter Representative.
  - iii. Change in enrollment capacity- necessary for school finance.
  - iv. Selection, retention, and termination of the CEO and COO of the Charter Operator.

**11. Insurance:** The Charter Operator shall obtain and maintain insurance in accordance with the laws of the State of Arizona.

- A. Waiver of rights: The Charter Operator and its insurer providing the required coverages shall waive all rights of recovery against the State of Arizona and the University and the Department of Education, their agents, officials, assignees and employee.

- B. Verification: If requested, the Charter Operator shall provide the University with copies of any or all of its insurance policies and/or endorsements.
12. **Legal Compliance:** Except as provided this Charter Contract, the charter school is exempt from all statutes and rules relating to schools, governing boards and school districts. A.R.S. §15-183(E)(5).
- A. The Charter Operator and the School shall abide by all requirements of the Charter Contract, as well as state, federal and local laws applicable to the operation of a charter school.
  - B. The Charter Operator shall comply with federal, state and local rules, regulations and statutes relating to health, safety, civil rights and insurance. A.R.S. §15-183(E)(1).
13. **Indemnification and Acknowledgements:** The Charter Operator shall defend, indemnify, and hold harmless ABOR, ASU, the State of Arizona, its officers, directors, agents and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including but not limited to attorneys' fees and/or litigation costs and expenses which may be brought or made against or incurred by ABOR, ASU or the State of Arizona on account of any action of the Charter Operator, its employees, agents or assigns. The provisions or limits of insurance required under this Charter Contract shall not limit the liability of the Charter Operator.
- A. The parties acknowledge that neither Arizona State University, nor the State of Arizona, nor its agencies, boards, commissions, or divisions are liable for the debts or obligations of a charter school or persons or entities who operate charter schools.
  - B. The parties acknowledge that, pursuant to law, ABOR, ASU, and their members, officers, and employees are immune from personal liability for all acts done and actions taken in good faith within the scope of its authority.
14. **Academic Performance Indicators and Evaluation:** The Charter Operator shall:
- A. Provide a comprehensive program of instruction that aligns with the state standards prescribed by the Arizona State Board of Education for the grades approved to operate.
  - B. Complete and distribute as to each charter school site an annual report card, as prescribed in A.R.S. § 15-746.
  - C. Design a method to measure pupil progress toward pupil outcomes adopted by the Arizona State Board of Education pursuant to A.R.S. §15-741.01, including participation in any state required assessment test and the nationally standardized norm-reference achievement test as designated by the Arizona State Board of Education, and any other assessment required by the University.
  - D. Develop outcome measures as directed by the University and meet or demonstrate sufficient progress toward such outcome measures.
15. **Financial Requirements:** The Charter Operator shall comply with the Uniform System of Financial Records (USFRCS) except as provided in this Paragraph. The Charter Operator is subject to the same financial and electronic data submission requirements as a school district, and audit requirements. The Charter Operator is exempt from procurement rules as prescribed in A.R.S. §15-213 and the USFRCS. The Charter Operator shall, at a minimum, follow Generally Accepted Accounting Principles (GAAP). In addition, the charter school shall contract for a least an annual financial statement audit that meets the following conditions:

- A. It is conducted by an independent certified public accountant;
  - B. It is conducted in accordance with generally accepted governmental auditing standards; and
  - C. It complies with policies adopted by ABOR and ASU.
16. **Length of School Year:** The Charter Operator shall provide instruction for no less than the number of days required by statute and meet the minimum hours of instruction A.R.S. §15-901. The Charter Operator must provide instruction as stated in this paragraph with the State of Arizona's fiscal year that begins July 1st and ends June 30th.
17. **Non-Renewal and Termination of the Charter Contract:** The University may revoke and/or not renew the Charter Contract, if the Charter Operator violates the Charter Contract, state, federal or local laws, ordinances or rules or regulations; or for any condition that threatens the health, safety, or welfare or the students or staff of the school or the general public.
18. **Non-Discrimination:** The Charter Operator shall comply with State Executive Order No. 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable federal and state laws, rules and regulations, including the American with Disabilities Act and the Individuals with Disabilities Education Act. The Charter Operator shall take affirmative action to ensure that applicants for employment, employees and persons to whom it provides services are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
19. **Fingerprints:** The Charter Operator shall comply with the requirement of A.R.S. §15 -183.
20. **Notices:** Any notice required, or permitted, under the Charter Contract shall be in writing and shall be effective immediately upon personal delivery, upon receipt of electronic mail or three (3) days after mailing to the following:
- |   |  |
|---|--|
| <p><b>Charter Operator:</b></p> <p>Julie Young<br/> ASU Preparatory Academy<br/> P.O. Box 878405<br/> Tempe, AZ 85287 -8405</p> | <p><b>Charter Sponsor:</b></p> <p>James Rund<br/> Arizona State University<br/> P.O. Box 876705<br/> Tempe, AZ 85 287-6405</p> |
|---|--|
21. **Counterparts:** This Agreement may be executed by the Parties in separate counterparts. Upon execution of a counterpart by each of the Parties, such counterparts shall be deemed one and the same Agreement. An authentic faxed or digitized signature shall be treated as an original.

IN WITNESS WHEREOF, the Parties have executed original counterparts of this Agreement effective as of the day and year first written above.

**ASU PREPARATORY ACADEMY:**



By: \_\_\_\_\_  
Julie Young, President/Chief Executive Officer, ASU Preparatory Academy

**ARIZONA STATE UNIVERSITY:**

By: \_\_\_\_\_  
James Rund, Senior Vice President, ASU Educational Outreach & Student Services

## EXHIBIT A

### Site Location(s):

ASU Preparatory Academy - Phoenix Elementary  
CTDS: 07-85-46-000  
735 E. Fillmore St  
Phoenix, AZ 85006

ASU Preparatory Academy -Pilgrim Rest – a site under above charter  
Site CTDS: 07-85-46-001  
1401 E. Jefferson St  
Phoenix, AZ 85034

ASU Preparatory Academy – Polytechnic STEM Academy Elementary School  
CTDS: 07-82-05-000  
6950 E. Williams Field Rd  
Mesa, AZ 85212

ASU Preparatory Academy- Phoenix Middle School  
CTDS: 07-82-50-000  
735 E. Fillmore St  
Phoenix, AZ 85006

ASU Preparatory Academy – Polytechnic STEM Academy Middle School  
CTDS: 07-82-51-000  
6950 E. Williams Field Rd  
Mesa, AZ 85212

ASU Preparatory Academy - Phoenix High School  
CTDS: 07-82-07-000  
735 E. Fillmore St  
Phoenix, AZ 85006

ASU Preparatory Academy - Polytechnic High School  
CTDS: 07-82-08-000  
7350 E. Innovation Way South  
Mesa, AZ 85212

ASU Preparatory Academy- Casa Grande High School  
CTDS: 11-87-16-000  
2612 W. Gila Bend Highway  
Casa Grande, AZ 85193

ASU Preparatory Academy- Digital  
CTDS: 07-82-84-000  
1130 E. University Dr  
Tempe, AZ 85281

ASU Preparatory – South Phoenix Primary  
CTDS: 07-82-67-000  
5610 S. Central Avenue  
Phoenix, AZ 85040

ASU Preparatory – South Phoenix Intermediate  
CTDS: 07-85-59-000  
5610 S. Central Ave.  
Phoenix, AZ 85040

ASU Preparatory – South Phoenix High School  
CTDS: 07-82-77-000  
4445 S. 12th St.  
Phoenix, AZ 85040

## Agenda Item Details

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<b>Meeting</b>	January 10, 2023 - Board of Directors Meeting – Notice of Regular Session
<b>Category</b>	C. Approval of Action Items 3. Request approval of the Board of Directors to adopt the Third Amended and Restated ByLaws of ASU Preparatory Academy.
<b>Access</b>	Public
<b>Type</b>	Approval

## Recommended Action

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It is requested that the Board of Directors adopt the Third Amended and Restated ByLaws of ASU Preparatory Academy.

ASU Preparatory Academy and ASU legal council have reviewed the Third Amended and Restated ByLaws.

## **THIRD AMENDED AND RESTATED BYLAWS**

### **OF**

### **ASU PREPARATORY ACADEMY**

These Third Amended and Restated Bylaws (“Bylaws”) supersede and take the place of the heretofore existing Bylaws and any amendments or restatements thereof of ASU Preparatory Academy, all pursuant to the Arizona Nonprofit Corporation Act, §§10-3101 through 10-11702 of the Arizona Revised Statutes (“ANCA”).

#### **ARTICLE I NAME; OFFICERS; AGENT**

Section 1. Name. The name of this Corporation is “ASU Preparatory Academy” (the “Corporation”).

Section 2. Principal Office. The Corporation may have such offices, either within or outside of the State of Arizona, as may be designated from time to time by resolution of the Board of Directors of the Corporation (sometimes referred to herein as the “Board” or the “Board of Directors”), one of which may be designated as the principal office.

Section 3. Registered Office and Registered Agent. The Corporation shall maintain a registered office and registered agent in the State of Arizona. The registered office may, but need not be, the same as any of its places of business. The identity and address of the registered agent may be changed from time to time by notifying the Arizona Corporation Commission pursuant to the provisions of the ANCA.

#### **ARTICLE II BOARD OF DIRECTORS**

Section 1. General Powers. The Corporation shall have powers to the full extent allowed by the ANCA. The Corporation’s affairs shall be exercised and managed by the Board directly, or if delegated, under the ultimate direction of the Board.

Section 2. Number and Qualifications of Directors.

(a) Number. The number of directors shall be as determined by the Board from time to time but shall consist of five (5) directors (each a “Director”). In the event the total number of Directors falls below five (5), the vacancy shall be filled pursuant to Section 8 of this Article II as soon as may be convenient; however, the Corporation’s authority and ability to otherwise act is not limited. No amendment to these Bylaws shall reduce the number of Directors to less than the number required by the ANCA, which at the time of adoption of these Bylaws is one (1).

(b) Qualifications. Directors must be more than 18 years of age. Each Director must pass a background check or other regulatory inquiries as required by state law, federal law, or other governmental agencies having proper regulatory authority over the affairs of the Corporation or

its activities. At a minimum, each Director shall pass a fingerprint check showing that no criminal record exists that could adversely affect the Corporation or its operations. Directors must have experiences and qualifications that further the Board's commitment to the educational mission of the Corporation. Directors need not be residents of the State of Arizona.

### Section 3. Election and Appointment of Directors.

(a) Appointed Directors. The President of Arizona State University (“ASU”), or their designee (the “ASU President”), shall, in the ASU President's sole discretion, appoint two (2) Directors (each an “Appointed Director” and collectively the “Appointed Directors”). For the avoidance of doubt, Appointed Directors are Directors, meaning they have the right to vote (Article III, Section 8); they count towards quorum (Article III, Section 7); and they count towards the total number of Directors permitted on the Board (Article II, Section 2(a)).

(b) Board Elected Directors. Directors who are not Appointed Directors (the “Board Elected Directors”) shall be elected by the affirmative vote of a majority (more than 50%) of the Directors then in office at the next possible regular, special, or annual meeting of the Board. For the avoidance of doubt, Board Elected Directors are Directors, meaning they have the right to vote (Article III, Section 8); they count towards quorum (Article III, Section 7); and they count towards the total number of Directors permitted on the Board (Article II, Section 2(a)).

Section 4. Director Terms; Term Limits. Unless a Director dies, resigns, or is removed, (i) Appointed Directors serve until they are removed by the ASU President; and (ii) Board Elected Directors serve from the close of the meeting at which they are elected for a term of three (3) years, or until their successors have been elected and qualified. A Board Elected Director who has served for three (3) consecutive three-year terms is ineligible for re-election for a period of one (1) year immediately following expiration of their third three-year term.

Section 5. Compensation and Reimbursement. Except for Directors who are also staff members, Directors of the Corporation shall not receive compensation for serving as Directors but may receive reasonable compensation for other professional services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, Directors may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board. Compensation and reimbursement decisions shall be made in compliance with the Corporation's Conflict of Interest Policy and Travel and Expense Reimbursement Policy.

Section 6. Resignation. A Director may resign at any time by filing a written resignation with the Chair or the Secretary of the Corporation.

Section 7. Removal. The (i) Appointed Directors may only be removed by the ASU President; and (ii) Board Elected Directors may be removed from office with or without cause by the vote of a majority (more than 50%) of the other Directors either at a regular meeting or at any special meeting called for that purpose.

Section 8. Vacancies. In the event a vacancy occurs in the Board for any cause, the replacement for any Appointed Director shall be appointed pursuant to Section 3(a) of this Article II. The replacement for any Board Elected Director shall be elected pursuant to Section 3(b) of this

Article II. For the purpose of counting Board Elected Directors' term limits, the term of the newly elected Director will be counted as beginning on the date of the meeting in which he or she was elected.

### **ARTICLE III MEETINGS OF THE BOARD**

Section 1. Place of Meetings. All meetings shall be held at a location or manner compliant with Arizona Open Meeting Law, which may include the following: (1) a virtual meeting that is accessible to the public; (2) the principal office of the Corporation; or (3) any other place sufficient to accommodate all interested persons and located within a reasonable distance from the Corporation.

Section 2. Annual Meeting. The annual meeting of the Board (the "Annual Meeting") shall be held at such time and place as the Chair or in the absence of action by the Chair, as set forth in the notice given, or waiver signed, with respect to such meeting. At the Annual Meeting, the incumbent Directors shall fill any vacancies then existing on the Board. The fully constituted Board shall then elect officers and transact such other business as may come before the meeting. If for any reason the Annual Meeting is not held during the time period set forth above, a deferred annual meeting may thereafter be called and held in lieu thereof.

Section 3. Other Regular Meetings. In addition to the Annual Meeting, the Board may provide by resolution for regular or stated meetings of the Board to be held at a fixed time and place provided notice of all such meetings are posted in accordance with Arizona Open Meeting Law, A.R.S. §§ 38-431 through 38-431.09 (the "Arizona Open Meeting Law").

Section 4. Special Meetings. Special meetings of the Board may be held at any time and for any purpose or purposes, unless otherwise prescribed by the ANCA or Arizona Open Meeting Law, on call of the Chair, or Secretary and shall be called by the Secretary on the written request of any 20% of the Directors.

Section 5. Notice and Waiver of Notice.

(a) Open Meeting Law. All official actions and deliberations of the Board shall take place at a meeting open to the public in compliance with Arizona Open Meeting Law for so long as Arizona Open Meeting Law applies to the Board, except in cases where and to the extent that Arizona Open Meeting Law authorizes the Board to meet in executive session.

(b) Public Notice of Meetings. Public notice, including both permanent and recurring notices, of all meetings of the Board, all committees, and executive sessions authorized by the Board shall be given pursuant to and as required by Arizona Open Meeting Law, for so long as Arizona Open Meeting Law applies to the Board.

(c) Recurring Notice. Recurring Notice shall either include the meeting's agenda or directions on how to acquire the meeting's agenda. The agenda shall include the date, time, place, purpose, and business to be transacted at the meeting. If the Board is to enter executive session, the agenda shall state so along with the legal justification for entering executive session. Such notice shall be made publicly available at least twenty-four (24) hours prior to the meeting and in

accordance with the Corporation's permanent notice. In the event of an actual emergency, as determined by Arizona Open Meeting Law, the Board will post notice of the meeting as soon as possible under the circumstances, but no later than 24 hours after the meeting.

(d) Methods of Giving Notice. Notice of any Board meeting, and any other notice required to be given under these Bylaws, the ANCA or Arizona Open Meeting Law shall be communicated by posting notice on the Corporation's website, in a locally circulated publication, in person, by telephone, e-mail, facsimile or other form of wire or wireless communication, or by mail or private carrier. Oral notice is effective when communicated. Written notice is effective at the earliest of the following: (i) when received; (ii) 5 days after its deposit in the U.S. mail, if mailed postpaid and correctly addressed; or (iii) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Notice given by electronic mail is effective when directed to an electronic mail address shown on the Corporation's current records.

(e) Waiver of Notice. Whenever any notice is required to be given under the provisions of Arizona Open Meeting Law, ANCA or under the provisions of the Articles of Incorporation or these Bylaws of the Corporation, the attendance of a Director at or participation in a meeting shall constitute a waiver of notice of such meeting, except where a Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Appearing by Telephone or Other Communication Technology. Any Director may participate in a regular or special meeting or in a committee meeting of the Board through the use of the telephone or any other means of communication by which all participating Directors and the public present may simultaneously hear, read, or otherwise communicate with each other during the meeting. Participation by such means shall constitute presence in person at a meeting.

Section 7. Quorum. A majority (more than 50%) of the number of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a quorum is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Manner of Acting. At any meeting of the Board, every Director entitled to vote shall have one vote. The act of a majority (more than 50%) of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by the ANCA, the Articles of Incorporation, Bylaws of the Corporation, or applicable law or regulation.

Section 9. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board, or a committee thereof, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 10. Minutes. Written minutes of the business conducted at meetings of the Board shall be kept and retained at the Corporation's principal office, held open-for inspection by any director at all reasonable times, and made publicly available in accordance with Arizona Open Meeting Law for so long as such applies to the Board.

## **ARTICLE IV OFFICERS**

Section 1. Number. The principal officers of the Corporation shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer, each of whom shall be elected by the Board. The same individual may simultaneously hold more than one office. Unless otherwise required by these Bylaws, other officers may be members of the Board.

Section 2. Election and Term of Office. Subject to Article IV Section 2, the officers of the Corporation shall be elected each year by the Board at its annual meeting. If the election of officers is not held at such a meeting, the Board shall hold an election as soon as possible thereafter. After approved in writing by the ASU President, each officer shall hold for a term of one year, or until a qualified successor is elected upon expiration of the term of that officer, or until that officer's death, or until that officer shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Resignation. Any officer may resign at any time by delivering written notice to the Chair, the Secretary, or the Board, or by giving oral or written notice at any meeting of the Board. Any such resignation shall take effect at the time specified therein; the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Subject to Article II, Section 5, any officer, or agent elected or appointed by the Board may be removed by the Board, whenever in its judgment the best interests of the Corporation will be served thereby; however, such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6. Chair and Vice-Chair of the Board. The Chair of the Board shall call and preside at all meetings of the Board, shall be an ex officio voting member of all committees of the Board, and shall be the liaison between the Chief Executive Officer and the Board. The Chair of the Board shall be a Board Elected Director, as that term is defined in Article II, Section 3(b) above. The Vice Chair shall serve in the absence of the Chair or in the event of the Chair's death or inability or refusal to act.

Section 7. The Secretary. The Secretary shall: (a) ensure that the minutes of the Corporation's Board and committee meetings are kept in one or more books or secure databases provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation if one is authorized by the Board, in which case the Secretary shall see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the



Corporation under its seal is duly authorized; and (d) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chair or by the Board.

Section 8. The Treasurer. The Treasurer shall: (a) oversee the development and observation of the organization's financial policies, budgeting, and reporting to the Board; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chair or by the Board.

Section 9. Other Assistants and Acting Officers. The Board shall have the power to appoint any person to act as assistant to any officer, or to perform the duties of such officer whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed by the Board shall have the power to perform all the duties of the office to which such person is so appointed to be assistant, or as to which such person is so appointed to act, except as such power may otherwise be defined or restricted by the Board.

Section 10. Compensation. Officers of the Corporation, other than officers who are staff members, shall not receive compensation for serving as officers, but may receive reasonable compensation for other personal services rendered which are necessary to carrying out the exempt purposes of the Corporation. In addition, officers may receive reimbursement for reasonable expenses incurred in connection with corporate matters, provided that such reimbursement is authorized by the Board. Compensation and reimbursement decisions shall be made in compliance with the Corporation's Conflict of Interest Policy and Travel and Expense Reimbursement Policy.

## **ARTICLE V CONFLICT OF INTEREST**

Section 1. Conflict of Interest Procedure. Each Director, officer, key employee and member of a committee or subcommittee of the Board, shall conduct him or herself in a manner consistent with the Corporation's Conflict of Interest Policy as may be amended by the Board from time to time.

Section 2. Annual Execution of Conflict Disclosure Statement. Each Director, officer, key employee and member of a committee or subcommittee of the Board with Board-delegated powers shall annually complete and sign the Corporation's Annual Conflict of Interest Disclosure Statement as may be amended by the Board from time to time.

## **ARTICLE VI COMMITTEES**

Section 1. Board Committees. The Board by resolution may create one or more standing or ad hoc committees having such powers as are then permitted by the ANCA and as are specified in the resolution. Committees may, but are not required, to consist of two (2) or more Directors.

Section 2. Committee Meetings. Committees created by the Board shall hold meetings in compliance with the Arizona Open Meeting Law for so long as, and to the extent that, it applies to Board committees.

Section 3. Powers Reserved to the Board. Any committee, to the extent provided in the resolution of the Board, shall have and may exercise any of the powers and authority of the Board, except that no committee shall have any power or authority as to the following: (i) the filling of vacancies on the Board or any committee with Board delegated powers; (ii) the adoption, amendment or repeal of the Bylaws; (iii) the fixing of compensation of the Directors; (iv) the amendment or repeal of any resolution of the Board; or (v) action on matters committed by the Bylaws or by resolution of the Board to another committee of the Board.

Section 4. Removal; Board Authority. The Board may remove any member of a committee, or may dissolve such a committee, at any time, with or without cause. Any committee action is subject to amendment, modification, or repeal at the next annual or regular meeting of the Board.

Section 5. Term. A committee member serves until the expiration of their term as a committee member or until their earlier resignation, death, or removal.

## **ARTICLE VII MISCELLANEOUS**

Section 1. Fiscal Year. The fiscal year of the Corporation shall end on the last day of June each year.

Section 2. Books and Records. The Corporation shall keep at its principal or registered office copies of its current Articles of Incorporation and Bylaws, correct and adequate records of accounts and finances, minutes of the proceedings of the Board, any minutes which may be maintained by committees of the Board, records of the name and address of each Officer and Director, and such other records as may be necessary or advisable or as required by the Records Retention and Disposition for Arizona School Districts and/or the State Public Records Law (A.R.S. §§39-121 through 30-122), for so long as such laws and regulations apply to charter schools. All books and records of the Corporation may be inspected, for any proper purpose at any reasonable time, by: (i) any Director, (ii) the agent or attorney of such Director, and (iii) as otherwise required by law.

Section 3. Corporate Acts. Each officer shall have authority to sign, execute and acknowledge on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board. Except as otherwise provided by the ANCA or directed by the Board, the Chair may authorize in writing any officer or agent of the Corporation to sign, execute, and acknowledge such documents and instruments in their place and stead. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of the Corporation, provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Section 4. Loans. No monies shall be borrowed on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

**ARTICLE VIII  
MANDATORY INDEMNIFICATION**

The Corporation shall, to the fullest extent permitted or required by Sections 10-3850 to 10-3858, inclusive, of the ANCA, including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the Corporation to provide broader indemnification rights than prior to such amendment), indemnify its current and former Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses incurred thereby in any Proceeding to which any Director or Officer is a Party because such Director or Officer is a Director or Officer of the Corporation. The Corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such Director or Officer may be entitled under any written agreement, Board resolution, the ANCA or otherwise. All capitalized terms used in this Article and not otherwise defined herein shall have the meaning set forth in Section 10-3850 of the ANCA.

**ARTICLE IX  
AMENDMENTS**

Section 1. By the Directors. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the vote of a majority (more than 50%) of the Directors eligible to vote at any regular or special meeting thereof at which a quorum is present, provided, however, that any amendment of Article II shall not be effective until approved in writing by the ASU President.

Section 2. Implied Amendment. Any action taken or authorized by the Board, which would be inconsistent with the Bylaws then in effect but is taken or authorized by affirmative vote of no less than the majority (51%) of Directors required to amend the Bylaws so that the Bylaws would be consistent with such action, shall be given the same effect as though the Bylaws had been temporarily amended or suspended so far, but only so far, as is necessary to permit the specific action so taken or authorized.

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**CERTIFICATION OF ADOPTION**

Certified a true and correct copy of these Third Amended and Restated Bylaws have been duly adopted on the \_\_ day of \_\_\_\_\_, 2023 by the Board of ASU Preparatory Academy.

\_\_\_\_\_  
Secretary

**CERTIFICATION OF APPROVAL**

The undersigned, the President of Arizona State University or his duly authorized designee, acting pursuant to Article II, Section 5 of the Second Amended and Restated Bylaws of ASU Preparatory Academy, an Arizona nonprofit corporation, hereby certifies that the President of Arizona State University has approved these Third Amended and Restated Bylaws.

Executed on \_\_\_\_\_, 2023.

**ARIZONA STATE UNIVERSITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

## Agenda Item Details

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<b>Meeting</b>	January 10, 2023 - Board of Directors Meeting – Notice of Regular Session
<b>Category</b>	C. Approval of Action Items 4. Request the Board of Directors elect two new directors to the ASU Preparatory Academy governing board.
<b>Access</b>	Public
<b>Type</b>	Approval

## Recommended Action

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It is requested that the Board of Directors elect two new directors to the ASU Preparatory Academy governing board.

- Julie Young, Managing Director/ CEO
- Amy McGrath, COO

e following new members to the ASU Preparatory Academy governing board.

## Agenda Item Details

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<b>Meeting</b>	January 10, 2023 - Board of Directors Meeting – Notice of Regular Session
<b>Category</b>	C. Approval of Action Items 5. Request the Board of Directors approval of the proposed slate of officers of the ASU Preparatory Academy governing board.
<b>Access</b>	Public
<b>Type</b>	Approval

## Recommended Action

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It is requested that the Board of Directors approve of the proposed slate of officers of the ASU Preparatory Academy governing board.

- ~~George D~~ Dean, Chairperson
- Amy McGrath, Treasurer
- José Cárdenas, Secretary and Vice Chairperson

## Agenda Item Details

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**Meeting** January 10, 2023 - Board of Directors Meeting – Notice of Regular Session

**Category** D. Informational Items

1. Let it Snow Event Update

**Access** Public

**Type** Information

### Recommended Action - Information Item

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Stefanie Contreras, Director of Marketing and Communications, will provide a brief highlight reel and update on the Let It Snow event held on December 9th, 2022 at the Downtown Phoenix Campus.

## Agenda Item Details

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<b>Meeting</b>	January 10, 2023 - Board of Directors Meeting – Notice of Regular Session
<b>Category</b>	D. Informational Items 2. Update on Public Comment from South Phoenix High School Parent at November 15, 2022 Meeting.
<b>Access</b>	Public
<b>Type</b>	Information

## Recommended Action - Information Item

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Patrick Gibbs, 7-12 South Phoenix Assistant Principal will report out what we've done with and in response to the parent who brought the concerns about language/microaggressions.



## Agenda Item Details

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**Meeting** January 10, 2023 - Board of Directors Meeting – Notice of Regular Session

**Category** D. Informational Items  
3. Upcoming ASU Prep Board Meeting

**Access** Public

**Type** Information

## Recommended Action - Information Item

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Next Board Meeting is Tuesday, February 14, 2023 at 9:00am AZ.

Confirmation from board members that this meeting is acceptable to be attended by all board members via zoom.