

NORTHSTAR ACADEMIES, INC.
NOTICE OF GOVERNING BOARD SPECIAL MEETING
April 30, 2025 @ 4:00 p.m.

A meeting of the Governing Board of NorthStar Academies, Inc. will be held on Wednesday, April 30, 2025 at 4:00 p.m. This meeting will occur at Sandra Marie Curtis High School, 424 W. Sunrise Boulevard, Ft. Lauderdale, Florida 33311 (the “School). However, in accordance with Section 1002.33(9)(p)(3), Florida Statutes and the Bylaws of NorthStar Academies, any or all members of the Governing Board may attend in person or by means of communications media technology used in accordance therewith. All interested members of the public are invited to attend the meeting at the school.

Public comments will be accepted on all agenda items. Any person seeking to submit written comments regarding general items or to request an opportunity to make a public comment at this meeting must submit the written comments or request, as the case may be, to: Nia Bridges, Board Liaison, by e-mail to nia.bridges@edisonlearning.com by no later than 4:00 p.m. on Tuesday, April 29, 2025. Public comments provided at the meeting must be limited to two minutes, unless otherwise requested by the Governing Board members in attendance. Please Note: Anonymous comments will not be accepted; therefore, each written comment must include the person's name and address.

Agenda

Call to Order & Roll Call

I. Public Comment

II. Resolution No. 1 – Be it Resolved that the Governing Board of North Star Academies, Inc. d/b/a Sandra Marie Curtis High School authorize its management company, EdisonLearning, Inc. and its counsel, TrippScott, to work collaboratively together to request to and negotiate to final resolution with the Broward County Public School District to amend, modify or otherwise change the School’s Charter Agreement, dated June 9th, 2020 and its Charter Agreement that will become effective July 1, 2025, as follows:

Section 10.A. of the Charter relating to “Education Services Provider Agreement” shall be amended to read as follows:

Section 10.A: **Education Services Provider Agreement:** An Educational Services Provider (ESP) is an individual or organization that provides services to a charter school ~~for which it receives compensation in excess of five percent (5%) of the charter school’s FEFP operational revenue.~~ For the purposes of this provision, “FEFP operational revenue” is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including

categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes. ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor in accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. Where the School changes ESP's, School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must maintain a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall specify reasonable and feasible terms that allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. ~~In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year.~~ Any default or breach of the terms of this Charter by the ESP company, after notice and reasonable opportunity to cure, shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

III. Resolution No. – Be it Resolved that the Governing Board of North Star Academies, Inc. d/b/a Andrews High School hereby authorize its management company, EdisonLearning, Inc. and its counsel, TrippScott, to work collaboratively together to request to and negotiate to final resolution with the Broward County Public School District to amend, modify or otherwise change the School's Charter Agreement, effective July 1, 2021, as follows:

Section 10.A. of the Charter relating to "Education Services Provider Agreement" shall be amended to read as follows:

Section 10.A: Education Services Provider Agreement: An Educational Services Provider ("ESP") is an individual or organization that provides services to a charter school ~~for which it receives compensation in excess of five percent (5%) of the charter school's FEFP operational revenue.~~ For the purposes of this provision, "FEFP operational revenue" is defined as the General Fund revenue for operations received from the State of Florida based on FTE, including categorical revenues for such matters including, without limitation, instructional materials, FAI, and class size reduction, but shall not include any Federal or local revenues, or State funds for capital purposes.

ESPs may be non-profit or for-profit entities. If any ESP company will be managing the School's operations, the contract between the ESP company and the School shall be submitted to the Sponsor. In accordance with the responsibility of the School, contracts with management companies shall not usurp the authority of the School's Governing Board. The Sponsor will look to the Governing Board directly for accountability. When the School changes ESP's, School will submit written documentation demonstrating due diligence in the selection process of any ESP prior to entering into a contract after the date of this Charter and must maintain a performance-based "arms-length" relationship between the School and any ESP. The contract between the School and the ESP company shall allow the School's governing board the ability to terminate the contract with the ESP company. Any contract between the School and an ESP company shall require that the ESP company operate the School in accordance with the terms specified in this Charter and with all applicable laws, ordinances, rules and regulations. ~~In the event any ESP is retained by the School, the aggregate amounts paid to such entities shall not exceed fourteen and one-half percent (14.5%) FEFP operational revenues in any given school year and shall not accrue from year to year.~~ Any default or breach of the terms of this Charter by the ESP company, after notice and reasonable opportunity to cure, shall constitute a default or breach by the School under the terms of the Charter between the School and the Sponsor. Employees of the ESP company and family members of employees of ESP companies may not sit on the School's governing board or serve as officers of the School. For the purposes of this section, "family members" shall be defined to include spouses, mothers, fathers, sisters, brothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law and sons-in-law.

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING WILL NEED A RECORD OF THE PROCEEDING, AND THAT, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE SHOULD CONTACT EDISONLEARNING AT (754) 778-2601 IN ADVANCE OF THE MEETING TO REQUEST SUCH ACCOMMODATIONS.