

4003 - PURCHASING AND EXPENDITURES

- A. The Principal shall be responsible for the handling and expending of all school funds. Accurate records of all transactions shall be kept and reports on expenditures shall be given to the Board of Directors on a quarterly basis.
- B. Except as noted below, all expenditures for \$25,000 and more require specific approval at a noticed meeting of the Board of Directors and also requires the signature of the Principal(s). Normal recurring operating expenses which are reflected in the school's annual budget shall be exempt from requiring specific Board approval. Examples of expenses include but are not limited to mortgage and insurance payments.
- B. Every purchase shall be recorded on a requisition form, with the exception of executed contracts. All requisition forms must be approved by the Principal or designee prior to being ordered. In the sole discretion of the Principal, emergency purchases may be made with verbal permission, but must be followed up with the appropriate requisition form.
- C. Payments will be issued for invoices. Invoices must be attached to a purchase requisition form and are approved by the Principal or designee.
- D. A copy of every purchase requisition shall be maintained on file and shall be matched to the order when items are received. All packing slips shall be verified against purchase orders when items arrive.
- E. Debit Card use shall follow Purchasing and Expenditures Policy 3(B), which includes prior approval by Administrator and a notation on the purchase requisition that reads "debit card purchase".
- F. Credit Card use shall follow Records and Accounts Policy 2(A)2(c) and Purchasing and Expenditures Policy 3(B). Home improvement/hardware store credit card and gasoline cards are used for normal recurring operating expenses, which are reflected in the annual budget. Blanket Purchase Orders with "Not to Exceed" amounts and are approved by Administrator. These accounts are monitored and approved by administrator on a monthly basis. All credit card balances are paid in full at the end of each month. No interest is incurred.

The Principal or designee is authorized to administer a credit card program and to establish relevant procedures. The program shall include internal controls to monitor compliance with said program.

The credit card administrative procedures shall establish guidelines for the use and control of credit cards which will be assigned to and utilized by designated employees to procure commodities and contractual services, on behalf of Odyssey Charter School, Inc. or when authorized by this policy.

Designated employees will be eligible to use a credit card upon approval by the Administrator or designee after completion of the application, training, and signing the cardholder agreement which contain the appropriate-use standards.

Under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal.

Inappropriate or illegal use of the credit card and/or failure to comply fully with the limitations and requirements set forth in the administrative procedures may result in a loss of credit card privileges; disciplinary action, up to and including termination; personal responsibility for any and all inappropriate charges; including finance charges and interest assessed in connection with the purchase; and/or possible referral to law enforcement authorities for prosecution.

G. Contracts

(1) Contractor and Consultant Agreements

All contractual agreements for \$25,000 and more require specific approval of the Board of Directors. A copy of the form of Contractor Agreement (Board Approved 7/24/24) is attached hereto and incorporated herein as *Exhibit 3A*.

The Principal is authorized to enter into agreements with consultants to provide training and advisory services, so long as such amount is in accordance with the school's annual budget. The form of said agreement shall be approved by the Board of Directors and shall provide for payment of the consultant at a maximum of \$500 per day, not to exceed \$25,000 without Board approval. Travel and expenses for consultants shall be paid in accordance with the Travel and Transportation Fees Policy. No payment shall be made to the consultant until all services and supportive documentations have been completed.

A copy of the form of Consultant Agreement (Board Approved 7/24/24) is attached hereto and incorporated herein as *Exhibit 3B*.

(2) Other Agreements

All other agreements of \$25,000 or more, that are not included in the Board approved annual budget, shall be approved by the Board of Directors.

H. Principal or designee shall conduct an annual inventory of all property owned or leased by each school.

I. Expenditures from school funds shall be approved by the Principal and based upon the annual budget. The Board of Directors shall be notified of expenditures not included on the annual budget or that have exceeded the amount budgeted. All expenditures shall be paid for by the accounts payable management system used by the school.

Exhibit 3A

OCS, Inc. Board Approved 5/21/25

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is made and entered into this [DAY] day of [MONTH], [YEAR], by and between Odyssey Charter School, Inc., a Florida nonprofit corporation (hereafter referred to as “OCS”), whose address is [SCHOOL ADDRESS], and [CONTRACTOR NAME] (hereafter referred to as “Contractor”) whose address is [CONTRACTOR ADDRESS].

RECITALS

WHEREAS, OCS is not for profit corporation that operates one or more charter schools in Brevard County, Florida; and

WHEREAS, OCS is desirous of engaging Contractor to perform certain Services (as hereinafter defined) as an independent contractor and Contractor is desirous of providing such Services.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, Contractor’s specific agreement to the terms hereof, and the monies to be paid hereunder, OCS agrees to hire Contractor and Contractor agrees to perform the Services for OCS upon the following terms and conditions:

1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.

2. **Independent Contractor Status.** Upon execution of this Agreement by both parties, the Contractor will work as an independent contractor for OCS. Contractor will not be deemed a servant, employee, joint venture, or partner of OCS for any purpose whatsoever. Contractor will not be treated as an employee for Federal tax purposes with respect to the Services. Contractor is solely responsible for paying to the appropriate governmental entities its own estimated income taxes, self-employment taxes, and any other taxes. OCS will not withhold any taxes from funds due to Contractor, nor will OCS provide workers’ compensation, medical or any other insurance or benefits. Contractor will perform the Services independently and without supervision by OCS, except only to the extent required to assure compliance with this Agreement. Contractor shall not have the right or authority to assume or create any obligation on behalf of or otherwise bind OCS or represent to any third party that Contractor has such authority. Contractor expressly acknowledges that it is not and will not represent in any manner to any third party that Contractor is an agent or employee of OCS. Contractor shall be solely responsible for providing at its own cost all equipment and supplies that are required to perform the Services. Contractor will determine and will have full discretion and control over the method, details, and means of performing the Services. This is a non-exclusive Agreement, and Contractor has the right to perform services for other entities, either as an independent contractor, employee or otherwise.

3. **Scope of Services.** Contractor hereby agrees to perform the services described in Exhibit “A” for OCS during the Term (the “Services”). A copy of the Contractor’s description of scope of services to be provided is attached and specifically incorporated herein as Exhibit “A” to

this Agreement. In the event of any conflict between any provision of this Agreement and Exhibit “A,” this Agreement shall control unless otherwise set forth herein. Contractor’s point of contact shall be the Principal, or such other person as OCS may designate.

4. **Term.** Contractor shall commence the Services on [DATE] and the Services shall continue until or be completed no later than [DATE]. Both parties may mutually agree to renew this Agreement for two (2) additional one (1) year terms without change in any terms as provided herein. Where applicable, a project schedule may be attached as Exhibit “B.”

5. **Termination.** This Agreement may be terminated by either party at any time upon providing thirty (30) days written notice to the other party. If terminated hereunder, Contractor shall be entitled to compensation only for those Services performed and shall submit a final invoice to OCS for the Services provided through the termination date, which shall be paid in accordance with Section 6 below.

6. **Compensation.** OCS will pay Contractor the sums described in Exhibit “A” to this Agreement. Unless otherwise set forth in Exhibit “A,” Contractor shall invoice OCS each month for the Services provided under this Agreement, and OCS shall cause such invoice to be paid within ten (10) business days after receipt of such invoice. If terms of payment are addressed in Exhibit “A,” then the terms set forth in Exhibit “A” shall control. If the Services herein include construction or improvements to real property, Contractor must provide OCS with a lien waiver in substantially same form described in Section 713.20(5), Florida Statutes, including from any subcontractors that performed work, prior to receiving the final payment.

7. **Compliance with Law & Background Screening.** Contractor shall comply with all local, state, and federal laws, rules, and regulations in performing the Services under this Agreement, including, but not limited to, the provisions of Florida’s Jessica Lunsford Act. Upon engagement, Contractor and any of its employees who will perform the Services described in this Agreement on days when students are present on the school campus will undergo a background screening and wear their vendor badge, which is provided by the school district, at all times while on the school campus, unless Contractor specifically meets one of the exceptions set forth in Section 1012.468, Florida Statutes.

8. **Permits, Approvals, and Licenses.** Contractor agrees to be solely responsible for applying for and obtaining any and all required permitting and approvals from any local, state, or federal governmental entity necessary to perform the Services. Contractor specifically agrees to maintain any and all appropriate licenses necessary to perform the Services at all times. Contractor acknowledges that OCS is exempt from payment of permit and impact fees under Section 1002.33(18)(d), Florida Statutes, and will not be responsible for any such costs incurred without its prior written consent.

9. **Indemnity.** The Contractor shall indemnify and hold harmless OCS and its officers, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from any actions or omissions arising from or related to this Agreement, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable. As part of this indemnification, Contractor agrees to pay, on behalf of OCS, the cost of OCS’s legal defense as may be selected by OCS for

all claims described in this paragraph. Such payment on behalf of OCS shall be in addition to any and all legal remedies available to OCS and shall not be considered to be OCS's exclusive remedy. In agreeing to this provision, OCS does not intend to waive any defense or limit of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided.

10. **Insurance.** At all times hereunder, Contractor shall maintain general liability insurance with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming OCS as an additional insured. Prior to Contractor commencing the Services described herein, Contractor will provide OCS with a certificate of insurance evidencing the insurance required hereunder. Each party will also maintain worker's compensation insurance covering each party's respective employees in accordance with state law. Any contractors or subcontractors that perform or assist with the Services must carry the same insurance required of Contractor, naming OCS as an additional insured. Contractor will also maintain any other insurance set forth in Exhibit "A" to this Agreement.

11. **Waiver.** No waiver is enforceable unless in writing and signed by such waiving party, and any waiver shall not be construed as a waiver by any other party or as a waiver of any other or subsequent breach.

12. **Amendments.** This Agreement may not be amended, assigned, or modified unless by the mutual written consent of the parties hereto. All amendments or modifications shall be attached to this Agreement and made a part thereof.

13. **Governing Law, Venue, and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Any action or legal proceedings to enforce this Agreement or any of its terms, or for indemnification, shall be exclusively brought and prosecuted in an appropriate court of jurisdiction in and for Duval County, Florida, and the parties to this Agreement consent to the personal jurisdiction and venue of such courts and to the service of process by any manner provided by Florida law. In the event that any legal or equitable action is brought by either party arising from or related to this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.

14. **Assignment and Binding Effect.** This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective heirs and permitted successors and/or assigns.

15. **Severability.** This Agreement shall be construed to be valid and enforceable to the fullest extent allowed by applicable law. The invalidity or unenforceability of any term, sentence, or provision of this Agreement shall not affect the validity or enforceability of any other term, sentence or provision of this Agreement, which shall remain in full force and effect.

16. **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or three days after mailed registered or certified mail, return receipt requested, and postage prepaid:

If to OCS: Odyssey Charter School, Inc.
1755 Eldron Blvd. SE
Palm Bay, FL 32909
Attn: [CONTACT PERSON FOR THIS PROJECT]

If to Contractor: [CONTRACTOR CONTACT INFO]

or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective on receipt.

17. **Consents and Authorizations.** By the execution of this Agreement, each party acknowledges and agrees that each such party has the full right, power, legal capacity and authority to enter into this Agreement, and the same constitutes the valid and legally binding agreement of each such party in accordance with the terms, conditions and other provisions contained herein.

18. **Compliance with Florida's Public Records Act ("Act").** In accordance with Section 119.0701, Florida Statutes, Contractor will comply with the following requirements and the Act (Chapter 119, Florida Statutes) with respect to any records maintained by Contractor relating to OCS and any other records maintained by Contractor which are subject to such Act:

- a. Provide the public with access to such records on the same terms and conditions that OCS would be required to provide the records and at a cost that does not exceed the cost provided in the Act or as otherwise provided by Florida law.
- b. Ensure that such public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Florida law.
- c. Meet all requirements for retaining public records and transfer, at no cost, to OCS all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to OCS in a format that is compatible with the information technology systems of OCS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ODYSSEY CHARTER SCHOOL, INC., 1755 Eldron Blvd. SE Palm Bay, FL 32909, (321) 733-0442, records@greenappleschools.com.

19. **Student Privacy.** The Company shall comply with the provisions of the School's Online Educational Services Policy, Rules 6A-1.0955(9) and 6A-1.09550 Florida Administrative Code, the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), Student Online Personal Information Protection Act, Section 1006.1494, F.S. and other applicable laws.

The Company understands that it must not disclose the personally identifiable information of a student to a third party without written consent of an eligible student or parent. Additionally, under no circumstances will the Provider sell the data or information of a student for commercial purposes without providing parents and guardians a means to consent or disapprove.

20. **Entire Agreement.** This Agreement contains the entire agreement between the parties related to the subject matter hereto and supersedes any and all prior or other agreements or understandings, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

“OCS”

“CONTRACTOR”

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

Date: _____

Date: _____

Exhibit 3B

(OCS, Inc. Board Approved 7/24/24)

EDUCATIONAL CONSULTANT AGREEMENT

ODYSSEY CHARTER SCHOOL, INC., a Florida nonprofit corporation, having a business address of [INSERT SCHOOL ADDRESS], hereinafter referred to as "SCHOOL," and [INSERT CONSULTANT NAME], an individual, having an address of [INSERT CONSULTANT ADDRESS], hereinafter referred to as "CONSULTANT," for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby enter into this Educational Consultant Agreement ("Agreement"), effective [DATE], as follows:

1. **Supervision; Scope; Location of Services; Subcontracting.** CONSULTANT shall [INSERT].
 - a. **Supervision.** CONSULTANT shall act at the direction of, be directly supervised by, and report to, the Principal identified herein. CONSULTANT shall not have any independent authority to contract or speak on behalf of the SCHOOL or obligate the SCHOOL in any way.
 - b. **Scope of Services.** [INSERT]
 - c. **Location of Performance of Services.** [INSERT]
 - d. **Subcontracting.** All services shall be performed by CONSULTANT, and CONSULTANT shall not subcontract with any third party to perform any of the services set forth in this Agreement.
2. **Term and Termination.**
 - a. **Term.** The term of this Agreement shall begin on [START DATE] and end on [END DATE], unless earlier terminated or extended by either of the parties as set forth herein.
 - b. **Termination.** Either one or both parties terminate this Agreement by providing written notice no less than five (5) business days prior to the date of termination. No later than the date of termination CONSULTANT shall return to SCHOOL any public records of SCHOOL in CONSULTANT'S possession. Final payment to CONSULTANT will be made to CONSULTANT no later than two weeks following the date of termination or receipt of a final invoice by SCHOOL, whichever is later and following return of any public records of SCHOOL in CONSULTANT'S possession. In the event of any termination of this Agreement, the parties agree that no party will make (or cause or encourage anyone else to make) any disparaging, untrue, or misleading written or oral statements about or relating to the other party or about or relating to any officer, director, shareholder, agent, employee, or other person acting on such party's behalf.
3. **Payment for Services.** SCHOOL shall pay CONSULTANT for services a fee of \$[INSERT FEE] per hour. Such fee shall not to exceed \$500 per day or a total of \$25,000 during the Term of this Agreement. CONSULTANT shall not be entitled to payment for any other fees or costs. CONSULTANT shall invoice SCHOOL on a

biweekly basis for hours worked providing such services. Invoices shall contain sufficient detail so that a determination may be made whether such services provided were within the scope of services set forth in this Agreement. Hours worked should be rounded to the nearest quarter hour. SCHOOL shall pay CONSULTANT invoices no more than two weeks following receipt of said invoices.

4. **Relationship of Parties.** The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee, a partnership or a joint venture. The relationship between SCHOOL and CONSULTANT is based solely on the terms of this Agreement.
5. **Indemnification.** CONSULTANT agrees to indemnify and hold the SCHOOL harmless from and against all claims, liabilities, damages, losses, costs and expenses (including attorneys' fees and costs) of whatsoever nature or kind arising out of, caused by, resulting from or in any way connected with: (i) any material breach of this Agreement by the CONSULTANT, or (ii) any negligent or intentional act or omission by the CONSULTANT in performance of obligations hereunder. The indemnification obligations of the CONSULTANT hereunder may be achieved by the purchase of appropriate insurance policies and shall survive termination or expiration of this Agreement.
6. **Proprietary Rights.** SCHOOL shall own all copyright and other proprietary rights to all materials developed by CONSULTANT pursuant to this Agreement.
7. **Student Privacy.** The Company shall comply with the provisions of the School's Online Educational Services Policy, Rules 6A-1.0955(9) and 6A-1.09550 Florida Administrative Code, the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), Student Online Personal Information Protection Act, Section 1006.1494, F.S. and other applicable laws.

The Company understands that it must not disclose the personally identifiable information of a student to a third party without written consent of an eligible student or parent. Additionally, under no circumstances will the Provider sell the data or information of a student for commercial purposes without providing parents and guardians a means to consent or disapprove.
8. **Background Check and Fingerprinting.** This Agreement is contingent on completion of a satisfactory background check and fingerprint as required by law.
9. **No Third Party Beneficiaries.** This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
10. **Severability.** The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

11. **Waiver and Delay.** No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.
12. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any jurisdiction's conflict of laws provisions. Any legal proceeding arising out of or relating to this Agreement shall be brought and/or conducted, as applicable, in the county in which the SCHOOL is located.
13. **Assignment.** Neither party shall assign this Agreement.
14. **Severability.** If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibit or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
16. **Attorneys' Fees and Costs.** In the event any action shall be brought by either party hereto against the other to recover any sum, or on account of the breach of any provision, covenant or condition herein contained, the prevailing party in said action shall be paid by the other party a reasonable sum as fees and costs for the attorneys of said prevailing party, including fees and costs for any appeals.
17. **No Waiver.** No waiver of any breach or breaches of any provision covenant or condition of this Agreement shall be construed to be a waiver of any preceding or succeeding breach of said provision, covenant or condition, or of any other provision, covenant or condition.
18. **Compliance with Florida's Public Records Act ("Act").** In accordance with Section 119.0701, Florida Statutes, Contractor will comply with the following requirements and the Act (Chapter 119, Florida Statutes) with respect to any records maintained by Contractor relating to OCS and any other records maintained by Contractor which are subject to such Act:
 - a. Provide the public with access to such records on the same terms and conditions that OCS would be required to provide the records and at a cost that does not exceed the cost provided in the Act or as otherwise provided by Florida law.
 - b. Ensure that such public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Florida law.

- c. Meet all requirements for retaining public records and transfer, at no cost, to OCS all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to OCS in a format that is compatible with the information technology systems of OCS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ODYSSEY CHARTER SCHOOL, INC., 1755 Eldron Blvd. SE Palm Bay, FL 32909, (321) 733-0442, records@greenappleschools.com.

19. **Entire Agreement and Amendment.** This Agreement contains all understandings between the parties hereto and supersedes any prior agreements, if any. This Agreement may not be modified or amended except by a writing signed by each party hereto.
20. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of god, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
21. **Headings.** The headings contained in this Agreement are for convenience and reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
22. **Notices.** Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the SCHOOL, to:

[INSERT NAME OF PRINCIPAL], Principal
[INSERT SCHOOL NAME]
[INSERT SCHOOL ADDRESS]
[INSERT SCHOOL FAX] (FAX)

If to the CONSULTANT, to

[INSERT CONSULTANT NAME]
[INSERT CONSULTANT ADDRESS]
[INSERT FAX]

[SIGNATURES ON FOLLOWING PAGE].

SIGNED by the authorized representative of the SCHOOL and by the CONSULTANT,
effective as set forth herein.

“SCHOOL”

“CONSULTANT”

By _____
{insert name}, Principal

By _____

Date _____

Date _____