

## 4002 - RECORDS AND ACCOUNTS

### A. Chart of Accounts

Odyssey Charter School, Inc. schools shall utilize the standard state codification of accounts, as contained in the Financial and Program Cost Accounting and Reporting for Florida schools, as a means of codifying all transactions pertaining to its operations.

#### (1) Bank Accounts

The Board of Directors shall approve all banking and financial institutions used by each school. The President of the Board of Directors, Principal or designee is authorized to conduct all financial transactions in accordance with the policies set by the Board of Directors. Each school shall establish two (2) bank accounts, which shall include an operating account and internal funds account and any other accounts deemed necessary by the Board of Directors.

##### a. Operating Account

All funds generated by the Florida Education Finance Program and other revenue shall be deposited into the operating account for the corresponding school. The operating account shall be used to fund all operating expenses of the school, as approved in the school's budget, including but not limited to, facility costs, payroll and supplies.

##### b. Internal Funds Account

All funds generated by school personnel of a particular school are for the benefit of that school or a school-sponsored activity. The internal funds account shall be used to fund school expenses as determined by the School Principal or designee.

#### (2) Check Signing Authority

##### a. Authorized signatories on all bank accounts shall be:

- (1) President of the Board of Directors
- (2) Treasurer of the Board of Directors
- (3) Principal
- (4) Assistant Principal
- (5) Or other designee approved by the Board of Directors

##### b. Check Signatures

- (1) Operating Accounts - All payments over \$25,000.00 require any two (2) of the above-named authorized signatories. No check or payment may be signed or electronically approved by an individual who is also the payee.
- (2) Internal Accounts – All internal funds checks must be signed with two (2) signatures. No check may be signed by an individual who is also the payee.

- c. Except as noted below, all checks and 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 4/24/12) is attached hereto and incorporated herein as *Exhibit 3A*. Checks for \$25,000 and more require the signature of an authorized Board member and the Principal. Notwithstanding the above, 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.

## Exhibit 3A

*OCS, Inc. Board Approved 7/24/24*

### 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 (“OCS”), [CONTRACTOR NAME] (“Contractor”).

#### 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]. 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”**

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

Printed Name:

Title:

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

**“CONTRACTOR”**

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

Printed Name:

Title:

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