

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. Every purchase shall be recorded on a requisition form. 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. Checks 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), and in addition, completing a “Debit Card Authorization” form and approval by Administrator before purchase can be made. A copy of the Debit Card Authorization form is attached hereto and incorporated herein as *Exhibit 4*.
- 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.
- G. Contracts
 - (1) Consultant Agreements

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. 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 7/16/13) is attached hereto and incorporated herein as *Exhibit 3B*.

- (2) Other Agreements

All other agreements for services 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 check, except those approved by the Principal to be paid from a petty cash fund.

Exhibit 3B

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 _____, an individual, having an address of _____, 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 _____, 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 _____ and end on _____, 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 \$ _____ per hour. Such fee shall not 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. **Background Check and Fingerprinting.** This Agreement is contingent on completion of a satisfactory background check and fingerprint as required by law.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Assignment.** Neither party shall assign this Agreement.
13. **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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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:
 _____, Principal
 {insert} School
 {insert address}
 {insert} (FAX)

If to the CONSULTANT, to

[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 _____



EXHIBIT 4

ODYSSEY
CHARTER SCHOOL, INC.

DEBIT CARD AUTHORIZATION REQUEST

Request Date: _____

Payable to: _____

Item	Quantity	Unit Price	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Purchase Amount: _____ \$ _____

Purpose: _____

Requested By: _____

Approval: _____ Date: _____
School Director/Principal

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