

## 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 checks over \$1,000.00 require any two (2) of the above-named authorized signatories. No check may be signed 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

### INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20XX, by and between Odyssey Charter School, (hereafter referred to as “OCS”), whose address is 1755 Eldron Blvd. S.E., Palm Bay, FL 32909 and [Insert Contractor Name], (hereafter referred to as “Contractor”) whose address is [Insert Contractor Address].

#### RECITALS

**WHEREAS**, OCS is a Charter School in Brevard County, Florida; and  
**WHEREAS**, Contractor is in the profession of providing [Insert] services; and  
**WHEREAS**, OCS is desirous of engaging contractor to perform said services;  
and

**WHEREAS**, it is determined to be in the mutual advantage of OCS and Contractor to enter into this Agreement set forth herein.

**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:

#### AGREEMENT

1. **Recitals.** The above recitals are true and correct, form a material part of, and are incorporated into this Agreement.
2. **Scope of Services.** Contractor hereby agrees to perform the following services for OCS during OCS’s normal business hours as may be mutually agreed upon between OCS’s officers and Contractor:

A copy of the Contractor’s quote and 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.

3. **Compensation/Term.** OCS will pay Contractor the sum of \$ \_\_\_\_\_ per \_\_\_\_\_. The term of this Agreement shall commence on \_\_\_\_\_, 2012 and shall continue for one year from the commencement date. The parties may mutually agree to renew this Agreement for two (2) additional one (1) year terms without change in any terms as provided herein.
4. **Relationship of Parties/Insurance.** The parties hereby agree and intend that the relationship of Contractor to OCS is that of an independent contractor. Contractor shall maintain and provide valid and current Certificates of Insurance (naming OCS as an additional insured) to OCS as required on Exhibit “B.”
5. **Permits, Approvals, and Licenses.** Contractor agrees to be solely responsible for applying for and obtaining any and all required permitting from any local, State, or Federal governmental entity necessary to perform and complete the above described Scope of Services.

Contractor specifically agrees to maintain any and all appropriate local, State, and/or Federal licenses necessary to perform work as outlined in the Scope of Services.

6. **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 taken under 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, regardless of whether or not it is caused by or in part by a party indemnified thereunder. As part of this indemnification, Contractor agrees to pay, on behalf of the 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. The parties acknowledge that specific consideration has been exchanged for this provision
7. **Control of Work.** Contractor shall perform all work in a timely manner at the direction of OCS who shall have control over the specific method of performance of the services defined in Paragraph 2.
8. **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.
9. **Amendments.** This Agreement may not be amended or modified unless by the mutual consent of all of the parties hereto in writing. All amendments or modifications shall be attached to this Agreement and made a part thereof.
10. **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 Brevard 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 to enforce the terms of this Agreement and/or regarding any work performed pursuant to the Scope of Services provided in Paragraph 2 of this Agreement, the prevailing party shall be entitled to recover all attorney's fees and costs associated with the bringing such action.
11. **Assignment and Binding Effect.** The rights and obligations of the Contractor under this Agreement are personal. This Agreement may not be assigned or transferred in whole, or in part, by either party without the prior written consent of the other party. 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.



18. **Termination:** Either party may terminate this Agreement by giving the other party written notice of termination at least ninety 90 days prior to the date of such termination.

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

Signed, sealed and delivered  
in the presence of:

**“OCS”**

Witness:

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

Printed Name:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

As its:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

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

Signed, sealed and delivered  
in the presence of:

**“CONTRACTOR”**

Witness:

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

Printed Name:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

As its:

\_\_\_\_\_

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

