



ODYSSEY
CHARTER SCHOOL, INC.

Board of Directors

Leslie Maloney, *President*
Thomas Cole, *Vice President and Treasurer*
Jessicah Nichols, *Secretary*
Sonja White, *Director*
Amanda Larson, *Director*

Thursday, January 26, 2017, 1:00 p.m.

**Annual
Meeting Minutes**

The mission of Odyssey Charter School, working in partnership with the family and the community, is to help each child reach full potential in all areas of life. Our aim is to educate the whole child with the understanding that each person must achieve a balance of intellectual, emotional, physical, moral, and social skills as a foundation for life.

A. OPENING EXERCISES

- Call to Order & Establish Quorum – *The meeting was called to order at 1:30 p.m. Those in attendance were Leslie Maloney, Thomas Cole and Amanda Larson.*
- Pledge of Allegiance
- Adoption of the Agenda – *After one additional item was added to the Action Agenda, becoming item F4, the agenda was adopted under one motion by Thomas Cole; seconded by Amanda Larson.*

B. PUBLIC COMMENT (Members of the public that wish to address the Board must sign-in and will have 3 minutes to speak. The Board will not address the presenter or take action at this time)

C. INFORMATION

1. Loss Report – Cindy Gilmore – *Board policy requires the school to report any property that has been lost or stolen if not recovered within thirty (30) days after the discovery of the loss or theft. Three (3) iPads were reported missing from the locked server room at Oasis Preparatory Academy after hours. A police report was made. The iPads have not been recovered to date. The school recommends the property record to be made inactive.*
2. Oasis Prep Recoverable Grants – Beth Crist – *Based upon present student numbers for February FTE, Oasis will collect a recoverable grant of up to \$25K from Mt. Sinai Missionary Baptist Church during March, April, May, and June 2017. Oasis will collect a recoverable grant of \$48,875 from Green Apple School Management from January 2017-June 2017. There will be no requirement by the church or GA to recover from the school, and no requirement of the school to repay the grants, but if they can repay, they will.*
1. Annual PowerPoint – State of the Schools – *Constance Ortiz and Site Administrators presented the State of the Schools to the Board members, which included the mission, the school model pillars of education, budgets and 5-year projections, academics and assessment status, SIP goals, AdvancEd District Accreditation, school highlights including PreK/VPK, expansion updates, management company annual goals, and Board meetings for the remainder of the fiscal year.*

- D. PUBLIC PRESENTATION** – *Dr. Knight recognized Cindy Chapman, Café Manager, for the school being awarded the Healthier US School Challenge Gold Award of Distinction from the US Department of Agriculture for Odyssey Elementary and Odyssey Preparatory Academy, and the Silver Award of Distinction for Odyssey Jr./Sr. High and Oasis Preparatory Academy. Dr. Knight also recognized Constance Ortiz as the visionary leading the school to this distinction.*
- E. CONSENT AGENDA** (Items below are considered routine and will be approved in one motion. There will be no separate discussion of these items unless a Board Member so requests, in which case the item(s) will be removed from the consent agenda and considered and placed on the Action Agenda) – *Approved under one motion by Thomas Cole; seconded by Amanda Larson.*

Odyssey Charter School, Inc. Business:

1. **APPROVED:** Approve the Minutes of the Odyssey Charter School, Inc. Board of Director's Special Meeting for November 18, 2016 as presented.
2. **APPROVED:** Approve the Minutes of the Odyssey Charter School, Inc. Board of Director's Special Meeting for December 15, 2016 as presented.
3. **APPROVED:** Approve the Minutes of the Odyssey Charter School, Inc. Board of Director's Special Meeting for January 12, 2017 as presented.
4. **APPROVED:** Approve to submit charter applications in Brevard and Orange counties for the August 1, 2017 application submittal deadline.
5. **RECEIVED:** Receipt of the 2015-2016 Special Purpose Financials.
6. **APPROVED:** Approve the 2015-2016 Single Audit Report.
7. **APPROVED:** Approve the HLB Gravier audit engagement letters (regular audit and single audit) for all schools.
8. **APPROVED:** Approve the Space Usage Agreement with Green Apple School Management, LLC.
9. **APPROVED:** Approve the Salary Range Scales, which includes revised Pay for Performance rates for both Brevard and Orange counties.

Odyssey Charter School Business:

10. **APPROVED:** Approve the revised 2015-2016 Annual Audit.
11. **APPROVED:** Approve the 2016-2017 Amended Budget.
12. **APPROVED:** Approve the 5th grade out-of-county field trip to Wonder Works located in Orlando, FL on May 16, 2017.
13. **APPROVED:** Approve the 4th grade out-of-county field trip to St. Augustine, FL on May 5, 2017.
14. **APPROVED:** Approve the Summer Camp out-of-county field trip to Disney's Animal Kingdom located in Orlando, FL on June 16, 2017.
15. **APPROVED:** Approve Miriam Kalmewicki and Matthew Polk to teach out-of-field in ESOL for the remainder of the 2016-2017 school year, and Matthew Polk to teach out-of-field in Social Studies 5-9.
16. **APPROVED:** Approve the School Recognition funds proposal for the 2016-2017 school year.

Odyssey Preparatory Academy Business:

17. **APPROVED:** Approve the November 2016 Monthly Financial Reports.
18. **APPROVED:** Approve the 2016-2017 Amended Budget.



ODYSSEY
CHARTER SCHOOL, INC.

19. **APPROVED:** Approve the 4th grade out-of-county field trip to St. Augustine, FL on May 5, 2017.
20. **APPROVED:** Approve the School Recognition funds proposal for the 2016-2017 school year.

Oasis Preparatory Academy Business:

21. **APPROVED:** Approve the November 2016 Monthly Financial Reports.
22. **APPROVED:** Approve the 2016-2017 Amended Budget.

Orion Preparatory Academy-Brevard Business:

23. **APPROVED:** Approve the November 2016 Monthly Financial Reports.

Orion Preparatory Academy-Orange Business:

24. **APPROVED:** Approve the November 2016 Monthly Financial Reports.

F. ACTION AGENDA (Items for Discussion by the Board) – *Approved under one motion by Thomas Cole; seconded by Amanda Larson.*

1. **APPROVED:** Approve an Odyssey Charter School, Inc. bank account separate from all schools with signors being the Board President, Wendi Nolder, Monica Knight, and Constance Ortiz.
2. **APPROVED:** Approve Odyssey Charter School, Inc. Allocation of Expenses Resolution.
3. **APPROVED:** Approve the per child allocation of expenses from schools for fiscal year 2016-2017 only: \$75 per child for OCS and OPA, and \$10 per child for Oasis.
4. **APPROVED:** Authorize Board President to execute and deliver the Wyoming Property Purchase Agreement in substantially the form that is being presented to the Board.

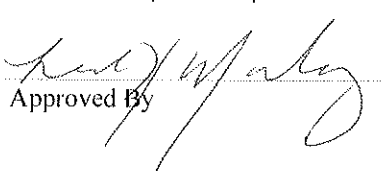
G. BOARD DIRECTORS' REPORT

H. ADJOURNMENT – *The meeting was adjourned at 3:31 p.m.*

The undersigned hereby certifies that he/she is a Director and/or Officer of **ODYSSEY CHARTER SCHOOL, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, and that the above is a true and correct copy of the meeting minutes of the Board of Directors of said corporation and the individual charter schools sponsored by the said corporation.

The minutes were adopted by the Board of Directors at a meeting held on March 10, 2017.

ODYSSEY CHARTER SCHOOL, INC.
A Florida not-for-profit corporation

By: 
Approved By

Date 3/10/17



ODYSSEY
CHARTER SCHOOL, INC.

ODYSSEY
CHARTER
SCHOOL, INC.
BUSINESS



ODYSSEY
CHARTER SCHOOL, INC.

Board of Directors

Leslie Maloney, *President*
Thomas Cole, *Vice President and Treasurer*
Jessicah Nichols, *Secretary*
Sonja White, *Director*
Amanda Larson, *Director*

Friday, November 18, 2016, 4:30 p.m.

****Special****

Meeting Minutes

The mission of Odyssey Charter School, working in partnership with the family and the community, is to help each child reach full potential in all areas of life. Our aim is to educate the whole child with the understanding that each person must achieve a balance of intellectual, emotional, physical, moral, and social skills as a foundation for life.

A. OPENING EXERCISES

- Call to Order & Establish Quorum – *The meeting was called to order at 4:30 p.m. Those in attendance were Leslie Maloney, Thomas Cole, Jessicah Nichols, and Sonja White.*
- Pledge of Allegiance
- Adoption of the Agenda – *Adopted under one motion by Jessicah Nichols; seconded by Leslie Maloney*

B. PUBLIC COMMENT (Members of the public that wish to address the Board must sign-in and will have 3 minutes to speak. The Board will not address the presenter or take action at this time)

C. INFORMATION

1. School Improvement Plan – *SIP's had been previously approved at the last Board meeting, but have been revised after further conversations on the ESE and ESOL goals for all schools.*
2. Teacher effectiveness/VAM Score calculation – *Odyssey schools will interpret teacher evaluations for this year. Transferred to Marzano this year. The document provided is a breakdown of what a teacher evaluation would look like, but the percentages in the document that we have used historically remain the same. We are still determining the effectiveness rating payout to teachers. This will be decided after Brevard Schools and Orange County Public Schools decide on theirs.*

D. PUBLIC PRESENTATION

1. Charter School Champion Pioneer Award – *Monica Knight informed the Board that Constance Ortiz was nominated by school leaders for the Florida Consortium of Charter School Charter School Champion Pioneer Award. Constance was chosen and was awarded this honor at the Florida Charter School Conference for her 20+ years of charter school trailblazing.*

- E. **CONSENT AGENDA** (Items below are considered routine and will be approved in one motion. There will be no separate discussion of these items unless a Board Member so requests, in which case the item(s) will be removed from the consent agenda and considered and placed on the Action Agenda) – *Approved under one motion by Leslie Maloney; seconded by Jessica Nichols.*

All School Business:

1. None

Odyssey Charter School Business:

2. **APPROVED:** Approve the final 2016-2017 School Improvement Plan.

Odyssey Preparatory Academy Business:

3. **APPROVED:** Approve the final 2016-2017 School Improvement Plan.

Oasis Preparatory Academy Business:

4. **APPROVED:** Approve the final 2016-2017 School Improvement Plan.

Orion Preparatory Academy-Brevard Business:

5. None

Orion Preparatory Academy-Orange Business:

6. None

- F. **ACTION AGENDA** (Items for Discussion by the Board)

1. **APPROVED:** Approve to authorize OCS attorney Shawn Arnold, Esq. to sign Joint Defense Common Interest and Confidentiality Agreement with Cliff Repperger, Jr., Esq. – *Mr. Arnold asked the Board to allow him to go into a joint defense agreement with Cliff Repperger to work on a dispute. Jessica Nichols motioned to approve, seconded by Sonja White. Passed unanimously. Mr. Arnold recommended to the Board to appoint one or more designees to participate in discussions about next steps. Thomas Cole and Sonja White recommended Dr. Knight, and Leslie Maloney volunteered. Jessica Nichols motioned to approve, seconded by Sonja White. Passed unanimously.*
2. **APPROVED:** Approve recommendation to transfer current Oasis Prep Site Administrator, Chris Essex, from Site Administrator to MTSS Coordinator for Odyssey Charter School. – *Mr. Essex will be transferring to Brevard County to grow the MTSS at the Odyssey schools. Jessica Nichols made a motion to recommend transfer, seconded by Sonja White. Passed unanimously.*
3. **APPROVED:** Approve to appoint Tiffany Ward as the Oasis Preparatory Academy Site Administrator for the remainder of the 2016-2017 school year. – *Thomas Cole asked what the transition to parents would be like and what the role of the Board will be as this transition takes place. Monica Knight explained that a parent letter has been drafted and a parent night has been planned as well. Sonja White has volunteered to attend and an invitation to the Board members has also been extended to attend the parent night. Mr. Essex will be visiting with the school to keep an ongoing connection with the transition. Leslie Maloney made a motion to approve, seconded by Jessica Nichols. Passed unanimously.*



ODYSSEY
CHARTER SCHOOL, INC.

G. BOARD DIRECTORS' REPORT

H. ADJOURNMENT – *The meeting adjourned at 5:00 p.m.*

The undersigned hereby certifies that he/she is a Director and/or Officer of **ODYSSEY CHARTER SCHOOL, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, and that the above is a true and correct copy of the meeting minutes of the Board of Directors of said corporation and the individual charter schools sponsored by the said corporation.

The minutes were adopted by the Board of Directors at a meeting held on January 26, 2017.

ODYSSEY CHARTER SCHOOL, INC.

A Florida not-for-profit corporation

By: _____

Approved By

Date

1/26/17



ODYSSEY
CHARTER SCHOOL, INC.

Board of Directors

Leslie Maloney, *President*
Thomas Cole, *Vice President and Treasurer*
Jessicah Nichols, *Secretary*
Sonja White, *Director*
Amanda Larson, *Director*

Thursday, December 15, 2016, 5:15 p.m.

****Special****

Meeting Minutes

The mission of Odyssey Charter School, working in partnership with the family and the community, is to help each child reach full potential in all areas of life. Our aim is to educate the whole child with the understanding that each person must achieve a balance of intellectual, emotional, physical, moral, and social skills as a foundation for life.

A. OPENING EXERCISES

- Call to Order & Establish Quorum – *The meeting was called to order at 5:15 p.m. Those in attendance were Leslie Maloney, Jessicah Nichols, Thomas Cole and Sonja White.*
- Pledge of Allegiance
- Adoption of the Agenda – *After one additional agenda item (E4) was added to Consent, the agenda was adopted under one motion by Leslie Maloney; seconded by Sonja White.*

B. PUBLIC COMMENT (Members of the public that wish to address the Board must sign-in and will have 3 minutes to speak. The Board will not address the presenter or take action at this time)

C. INFORMATION

1. Eldron Campus HVAC Update – *Notifying the Board that we have hired someone to review reports from the Insurance company who denied the claim on the repair of the HVAC. The ice storage tanks for all 3 to be replaced are \$220K.*
2. Acquisition of Wyoming Drive Facility – *Rich Moreno and David Cohen briefed the Board regarding the negotiations with the bondholder group. There have been delays due to getting all of the information to the bondholders. Letter of Interest revised, but purchase price has not changed, with a good faith deposit \$100K and another deposit of \$320K later on. Wes Bradish is from the underwriting firm of RBC who will be working with Rich Moreno on the financing. If the purchase should not go through school would receive most of deposit back. \$35K is set aside with Odyssey's right to use that deposit for investigations and due diligence. Portion not used would go back to the bondholders. Currently there is a title issue that they are working to resolve. David Cohen is not worried about resolution of this issue. David Cohen read the resolution that is brought before the Board for approval on Action agenda item F1. Rich Moreno discussed the different financing options either through the current lender of Eldron, PNB, \$1.1 million cash requirement down, interest rate risks in 5 years. Tax free bonds with 3 options 1) Financing of Wyoming only non-investment grade \$1.1 mill annually 2) Refinance Eldron and combine with Wyoming \$725k annually or 800 per student 3) Increase bond offering to add a gym to Wyoming at \$2 million. \$1.2 million,*

rates locked in for 30 years. We wanted to make the Board aware that RBC is making a fee from the bondholders not by the school. They do not get compensated until after the bond issue closes.

D. PUBLIC PRESENTATION

- E. CONSENT AGENDA** (Items below are considered routine and will be approved in one motion. There will be no separate discussion of these items unless a Board Member so requests, in which case the item(s) will be removed from the consent agenda and considered and placed on the Action Agenda) – *Approved under one motion by Thomas Cole; seconded by Sonja White.*

All School Business:

1. **APPROVED:** Approve the Minutes of the Odyssey Charter School, Inc. Board of Director’s Meeting for September 28, 2016 as presented.

Odyssey Charter School Business:

2. **APPROVED:** Approve the 2016-2017 First Quarter Financial Report.
3. **APPROVED:** Approve the Revised 2016-2017 School Improvement Plan.
4. **APPROVED:** Approve the Band out-of-county field trip to Florida Music Education Association Professional Development Conference in Tampa, FL on January 11-14, 2017.

Odyssey Preparatory Academy Business:

5. **APPROVED:** Approve the August, September, and October 2016 Monthly Financial Reports.

Oasis Preparatory Academy Business:

6. **APPROVED:** Approve the August, September, and October 2016 Monthly Financial Reports.

Orion Preparatory Academy-Brevard Business:

7. **APPROVED:** Approve the September and October 2016 Monthly Financial Reports.

Orion Preparatory Academy-Orange Business:

8. **APPROVED:** Approve the September and October 2016 Monthly Financial Reports.

- F. ACTION AGENDA** (Items for Discussion by the Board) - *Unanimously approved under one motion by Thomas Cole; seconded by Leslie Maloney.*

1. **APPROVED:** Approval of acquisition agreements and investigations for Wyoming Drive facilities.

G. BOARD DIRECTORS’ REPORT

- H. ADJOURNMENT** – *The meeting adjourned at 5:50 p.m.*



ODYSSEY
CHARTER SCHOOL, INC.

The undersigned hereby certifies that he/she is a Director and/or Officer of **ODYSSEY CHARTER SCHOOL, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, and that the above is a true and correct copy of the meeting minutes of the Board of Directors of said corporation and the individual charter schools sponsored by the said corporation.

The minutes were adopted by the Board of Directors at a meeting held on January 26, 2017.

ODYSSEY CHARTER SCHOOL, INC.

A Florida not-for-profit corporation

By: *[Signature]*
Approved By

1/26/17
Date



ODYSSEY
CHARTER SCHOOL, INC.

Board of Directors

Leslie Maloney, *President*
Thomas Cole, *Vice President and Treasurer*
Jessicah Nichols, *Secretary*
Sonja White, *Director*
Amanda Larson, *Director*

Thursday, January 12, 2017, 5:15 p.m.

****Special****

Meeting Minutes

The mission of Odyssey Charter School, working in partnership with the family and the community, is to help each child reach full potential in all areas of life. Our aim is to educate the whole child with the understanding that each person must achieve a balance of intellectual, emotional, physical, moral, and social skills as a foundation for life.

A. OPENING EXERCISES

- Call to Order & Establish Quorum – *The meeting was called to order at 5:15 p.m. Those in attendance were Leslie Maloney, Thomas Cole, Jessicah Nichols, and Amanda Larson.*
- Pledge of Allegiance
- Adoption of the Agenda - *Unanimously adopted under one motion by Jessicah Nichols; seconded by Amanda Larson.*

B. PUBLIC COMMENT (Members of the public that wish to address the Board must sign-in and will have 3 minutes to speak. The Board will not address the presenter or take action at this time)

C. INFORMATION

1. Ferndale property update – *Constance Ortiz updated the Board on property on Ferndale in Melbourne for Orion Prep. Constance explained the Letter of Intent and Pre-Development Agreement with Building Hope for Ferndale property.*
2. Eldron Campus HVAC Update – *Insurance denied claim to fix or replace the ice storage tanks. The school had inspections completed with three agencies, and the school feels they still have a claim. An attorney is looking at the documents and reports to see if there is a case to pursue with the insurance company.*
3. OCS, Inc. Account for Allocation of Expenses – *Rich Moreno recommended that the Board open a separate account for OCS, Inc. where schools would put a certain dollar amount into the OCS, Inc. account to help with paying shared employees and possibly the lunch program, and makes for a smoother operation. This will be coming back to the Board at the next meeting.*

D. PUBLIC PRESENTATION

- E. **CONSENT AGENDA** (Items below are considered routine and will be approved in one motion. There will be no separate discussion of these items unless a Board Member so requests, in which case the item(s) will be removed from the consent agenda and considered and placed on the Action Agenda) – *Unanimously approved under one motion by Jessica Nichols; seconded by Amanda Larson.*

All School Business:

1. None

Odyssey Charter School Business:

2. None

Odyssey Preparatory Academy Business:

3. None

Oasis Preparatory Academy Business:

4. None

Orion Preparatory Academy-Brevard Business:

5. **APPROVED:** Approve Edward Cohen Law conflict waiver letter between Building Hope and OCS, Inc.
6. **APPROVED:** Approve David Cohen to Review Letter of Intent and Pre-Development Agreement for Ferndale property.

Orion Preparatory Academy-Orange Business:

7. None

- F. **ACTION AGENDA** (Items for Discussion by the Board)

1. **APPROVED:** Consideration of settlement agreement regarding EquiDebt. – *The final outcome of the contract mediation was approved by the Board with a motion by Thomas Cole to authorize an up-to \$52,500 payment from Odyssey Charter School, Inc.; seconded by Jessica Nichols. Motion carried unanimously.*

- G. **BOARD DIRECTORS' REPORT**

- H. **ADJOURNMENT** – *The meeting adjourned at 5:47 p.m.*



ODYSSEY
CHARTER SCHOOL, INC.

The undersigned hereby certifies that he/she is a Director and/or Officer of **ODYSSEY CHARTER SCHOOL, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida, and that the above is a true and correct copy of the meeting minutes of the Board of Directors of said corporation and the individual charter schools sponsored by the said corporation.

The minutes were adopted by the Board of Directors at a meeting held on January 26, 2017.

ODYSSEY CHARTER SCHOOL, INC.
A Florida not-for-profit corporation

By: [Signature]
Approved By

1/26/17
Date

Odyssey Charter School, Inc.

Special-Purpose
Financial Statements And
Independent Auditors' Report

June 30, 2016

Received

JAN 26 2017

OCS, Inc.
Board of Directors

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Odyssey Charter School, Inc.
Palm Bay, Florida

We have audited the accompanying special-purpose statement of financial position of Odyssey Charter School, Inc. (the "Organization") as of June 30, 2016, and the related special-purpose statements of activities, and cash flows for the year then ended, and the related notes to the special-purpose financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements, in accordance with the basis of accounting indicated in Note 2. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these special-purpose financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, based on our audit, the special-purpose financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Odyssey Charter School, Inc., as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended, in accordance with the basis of accounting indicated in Note 2.

Other Matters

Our audit was made for the purpose of forming an opinion on the special-purpose financial statements of Odyssey Charter School, Inc. taken as a whole. The accompanying special-purpose statement of financial position by charter school and special-purpose statement of activities by charter school on pages 15 through 16 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of the Organization's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the special-purpose financial statements or to the financial statements themselves in accordance with the basis of accounting indicated in Note 2. In our opinion, the information is fairly stated in all material respects in relation to the special-purpose financial statements as a whole.

Restriction on Use

This report is intended solely for the information and use of the boards of directors and management of the Organization and is not intended to be and should not be used by anyone other than these specified parties.

Coral Gables, Florida
December 01, 2016


CERTIFIED PUBLIC ACCOUNTANTS

Odyssey Charter School, Inc.
Special-Purpose Statement of Financial Position
June 30, 2016

Assets

Current Assets:	
Cash and equivalents	\$ 1,220,473
Accounts receivable	24,034
Prepaid expenses	151,234
Due from governmental agencies	367,945
Deposits	<u>4,000</u>
Total Current Assets	1,767,686
Property and equipment, net pledged	<u>8,091,046</u>
Total Assets	<u>\$ 9,858,732</u>

Liabilities and Net Assets

Current Liabilities:	
Accounts payable and accrued expenses	\$ 320,030
Accrued interest	15,614
Capital lease obligation payable, current portion	25,155
Notes payable, current portion	<u>212,081</u>
Total Current Liabilities	572,880
Capital lease obligation	4,577
Notes payable	<u>4,861,290</u>
Total Liabilities	5,438,747
Net Assets:	
Unrestricted	<u>4,419,985</u>
Total Net Assets	<u>4,419,985</u>
Total Liabilities and Net Assets	<u>\$ 9,858,732</u>

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School, Inc.
Special-Purpose Statement of Activities
For the year ended June 30, 2016

	<u>Unrestricted</u>
Support and Revenue:	
FTE non-specific revenues	\$ 10,011,502
Capital outlay funding	385,229
Federal grant	1,996,711
Charges for services	662,161
Fundraising and other revenue	225,954
Total Support and Revenue	<u>13,281,557</u>
Operating Expenses:	
Instruction	6,235,094
Instructional development	372,949
Instructional staff training	48,215
Instructional media	49,332
Instructional related technology	322,470
School administration	2,423,755
Student support services	100,332
Fiscal services	165,186
Food services	814,943
Pupil transportation services	432,333
Community services	294,848
Interest	208,564
Total Operating Expenses	<u>11,468,021</u>
Excess Support and Revenue Over Operating Expenses Before Facility Expenses	<u>1,813,536</u>
Facility Expenses:	
Operation of plant	1,481,623
Maintenance of plant	107,386
Total Facility Expenses	<u>1,589,009</u>
Change in Net Assets	224,527
Net assets at beginning of year	<u>4,195,458</u>
Net assets at end of year	<u><u>\$ 4,419,985</u></u>

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School, Inc.
Special-Purpose Statement of Cash Flows
For the year ended June 30, 2016

Cash Flows from Operating Activities	
Change in net assets	\$ 224,527
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	642,096
Changes in Assets and Liabilities:	
Decrease in accounts receivable	74
Increase in due from governmental agencies	(218,153)
Increase in prepaid expenses	(151,234)
Decrease in deposits	56,551
Decrease in accounts payable and accrued expenses	(117,574)
Total adjustments	<u>211,760</u>
Net Cash Provided by Operating Activities	<u>436,287</u>
Cash Flows from Investing Activities	
Acquisition of property and equipment	<u>(1,080,150)</u>
Net Cash Used in Investing Activities	<u>(1,080,150)</u>
Cash Flows from Financing Activities	
Capital lease payments	(25,834)
Proceeds of long term borrowings	196,586
Repayments of long term borrowings	(194,634)
Net Cash Used in Financing Activities	<u>(23,882)</u>
Net decrease in cash	(667,745)
Cash and equivalents at beginning of year	<u>1,888,219</u>
Cash and equivalents at end of year	<u>\$ 1,220,474</u>
Interest Paid	<u>\$ 281,578</u>

The accompanying notes are an integral part of this financial statement.

Note 1 – Organization and Operations

Odyssey Charter School, Inc. (the "Organization"), is a not-for-profit corporation organized in the State of Florida, which as of June 30, 2016 held the charter of the following four charter schools: Odyssey Charter School, Odyssey Preparatory Academy, Oasis Preparatory Academy, and Odyssey Space Coast Academy (the "Schools"). As of June 17, 2015, the Board of Directors voted to voluntarily terminate the charter contract between the Organization d/b/a Odyssey Space Coast Academy and the School Board of Brevard County. The Schools operate under charters granted by the sponsoring districts, the District School Board of Brevard County and the District School Board of Orange County (the "Districts"); Oasis Preparatory Academy operates under the District School Board of Orange County. The charter contracts expire between June 30, 2019 and June 30, 2027 and are renewable for an additional term pursuant to law and/or by a mutual written agreement between the Schools and the Districts. These special-purpose financial statements are for the year ended June 30, 2016 when the Schools' enrollment amounted to approximately 1,457 students.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting and Presentation

All of the individual charter schools under the Organization are required to report under the requirements of the Governmental Accounting Standards Board and have done so in separately issued financial statements. In addition, the charter schools that are sponsored by the District School Board of Brevard County (Odyssey Charter School and Odyssey Preparatory Academy) also report as component units of the county. These special-purpose financial statements, however, are prepared in accordance with accounting principles generally accepted in the United States of America for non-governmental, not-for-profit organizations. The Organization's financial statements have been prepared combining the financial condition and operations of the Schools under the same corporation. Inter-charter school transactions have been eliminated in these special-purpose financial statements.

For purposes of these special-purpose financial statements, the Organization has adopted Financial Accounting Standards Board Accounting Standards Codification ASC 958-205, "*Not-for-Profit Entities*". ASC 958 establishes external financial reporting for not-for-profit organizations which includes three basic financial statements and the classification of resources into three separate classes of net assets, Unrestricted, Temporarily Restricted and Permanently Restricted.

The net assets categories as reflected in the accompanying special-purpose financial statements are as follows:

Unrestricted

Net assets which are free of donor-imposed restrictions and include all revenues, expenses, gains, and losses that are not changes in permanently or temporarily restricted net assets.

Note 2 – Summary of Significant Accounting Policies (continued)

Temporarily Restricted

Net assets whose use by the Organization are limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled or removed by actions of the Organization pursuant to those stipulations. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. There were no temporarily restricted assets at June 30, 2016.

Permanently Restricted Fund

Net assets whose use by the Organization is limited by donor-imposed stipulations that neither expire with the passage of time nor can be fulfilled or otherwise removed by actions of the Organization. There were no permanently restricted funds at June 30, 2016.

Cash and cash equivalents

Cash and cash equivalents include all highly liquid investments with a maturity of three months or less.

Due from Governmental Agencies

Amounts due to the Organization by governmental agencies are for grants or programs under which the services have been provided by the Organization.

Property and Equipment

The Organization's property and equipment with useful lives of more than one year are stated at historical cost. Donated capital assets are recorded at their estimated fair market value on the date donated. The Organization generally capitalizes assets with a cost of \$2,000 or more. Building improvements, additions and other capital outlays that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. Estimated useful lives, in years, for depreciable assets are as follows:

Building and Improvements	5-39 Years
Software, Furniture, Equipment, and Library	3-10 Years
Vehicles	10 Years

Revenue Sources

Revenues for operations will be received primarily from the Districts pursuant to the funding provisions included in the various School's charter. In accordance with the funding provisions of the charter and Section 1002.33, Florida Statutes, the Schools will report the number of full-time equivalent (FTE) students and related data to the Districts. Under the provisions of Section 1011.62, Florida Statutes, the Districts report the number of the full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the

Note 2 – Summary of Significant Accounting Policies (continued)

Revenue Sources (continued)

FEFP. Funding for the Schools is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent students reported by the Schools during the designated full-time equivalent student survey periods.

After review and verification of FTE reports and supporting documentation, the FDOE may adjust subsequent fiscal period allocations of FEFP funding for prior year errors disclosed by its review as well as to prevent statewide allocations from exceeding the amount authorized by the Legislature. Normally, such adjustments are treated as reductions of revenue in the year the adjustment is made. In addition, the schools receive an annual allocation of charter school capital outlay funds for leasing of school facilities.

In addition, the Organization receives state funds through the Districts under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based on a capital outlay plan submitted to the Districts and are to be used for lease of school facilities.

Finally, the Organization may also receive Federal awards for the enhancement of various educational programs. Federal awards are generally received based on applications submitted to and approved by various granting agencies. For Federal awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred. Any excess amounts are recorded as deferred revenues until expended. Additionally, other revenues may be derived from various fundraising activities and certain other programs.

Compensated Absences

The Organization grants a specific number of sick days. Full time instructional employees are eligible to one day per month to up to ten days of active work during the ten-month period (a "benefit year"). In the event that available time is not used by the end of the benefit year, employees may not "rollover" all unused days. There is not an opportunity to "cash out" unused sick days. Accordingly, these special-purpose financial statements do not include an accrual for sick days available to be used in future benefits years.

The Organization also provides certain days to be used for specific personal matters such as family death and jury duty. Because the use of such days is contingent upon those events taking place and such events are out of the control of both the employer and the employee, there is no accrual for such days.

Note 2 – Summary of Significant Accounting Policies (continued)

Fair Value of Financial Instruments

Cash and cash equivalents, receivables, and prepaid expenses, as well as account payable and accrued expenses as reflected in the Special-Purpose Statement of Financial Position approximate fair value because of their generally short-term maturities.

Income Taxes

Odyssey Charter School, Inc. qualifies as a tax-exempt organization under Internal Revenue Code Section 501(c)(3), and is, therefore, exempt from income tax. Accordingly, no tax provision has been made in the accompanying special-purpose financial statements.

The Organization adopted FASB ASC 740, *Accounting for Uncertainties in Income Taxes*, which provides guidance for financial statement recognition and measurement of uncertain tax positions taken or expected to be taken in a tax return for open tax years (generally a period of three years from the later of each return's due date or the date filed) that remain subject to examination. Adoption had no effect on the Organization's special-purpose financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Subsequent Events

In accordance with ASC No. 855, the Schools have evaluated subsequent events and transactions for potential recognition or disclosure through December 01, 2016, which is the date the special-purpose financial statements were available to be issued.

Note 3 – Capital Assets

The following schedule provides a summary of capital assets.

	Balance
	<u>6/30/2016</u>
Capital assets, non-depreciable:	
Land	\$ 1,083,000
Total capital assets, non-depreciable	<u>1,083,000</u>
Capital assets, depreciable:	
Building and improvements	7,835,802
Furniture, equipment and textbooks	2,059,388
Vehicles	784,245
Computer equipment and software	<u>306,673</u>
Total capital assets, depreciable	<u>10,986,108</u>
Less accumulated depreciation:	
Accumulated depreciation	<u>(3,978,062)</u>
Capital assets, net	<u><u>\$ 8,091,046</u></u>

The Company has entered into various leases, primarily related to furniture, equipment, textbooks, and vehicles, that qualify as capital leases. As of June 30, 2016 assets recorded under capital leases totaled approximately \$25,000.

For the fiscal year ended June 30, 2016, depreciation expense is allocated in the Special-Purpose Statement of Activities by function as follows:

Instruction	\$ 307,194
School administration	31,768
Food services	19,248
Operation of plant	205,770
Pupil transportation	77,795
Community services	321
Depreciation Expense	<u><u>\$ 642,096</u></u>

Note 4 – Management Agreement

The Organization uses a professional charter school management company to provide management and administrative services to the Schools including, but not limited to, facility design, staffing recommendations, human resource coordination, regulatory compliance, legal and corporate upkeep, maintenance of the books and records, bookkeeping, budgeting and financial reporting. The Schools contracted with Green Apple School Management, LLC. The agreement is for a period of five years through December 31, 2017 for Odyssey Charter School and June 30, 2018 for Odyssey Preparatory Academy and Oasis Preparatory Academy unless terminated, modified or renewed by the parties. The agreement between the Schools and the management company calls for a fee on a per student basis. During the year ended June 30, 2016, the organization incurred approximately \$920,000 in management fees.

Green Apple School Management, LLC is located at 1350 Wyoming Drive SE, Palm Bay, Florida 32909. The managing member is Constance Ortiz.

Note 5 – Long Term Debt

Mortgage payable

The Organization entered into a loan agreement with a financial institution to improve its facility and to acquire certain vehicles, furniture and equipment. The loan was for a maximum amount of \$5,400,000 evidenced by a promissory note dated July 10, 2009, divided into two amounts, the first for \$4,436,326 (Tranche A) and the second for \$963,674 (Tranche B).

Under the original terms of the loan agreement and the promissory note, the loan shall bear interest at an interest rate of six percent (6%). On December 5th, 2014 the note was modified to reflect the change in interest rate to be no less than five percent (5%) nor greater than twelve (12%). Effective July 5, 2015 the interest rate was changed to the average yield on the Five Year U.S. Treasury Securities plus 2.29% with a floor rate of 4.0% and a ceiling of 12.0%. Interest rate on this facility as of June 30, 2016 stood at 4.0%. Payments of principal and interest are due on the outstanding principal balance of the loan, based on the facility's remaining 30-year amortization schedule with all unpaid principal and interest due at maturity on July 8, 2019. All other terms of the original and first amendment remain the same.

The loan is collateralized by a mortgage on the real property and by its pledged revenues, which includes all revenues collected by the Organization from the Florida Department of Education, the Districts, and all other sources. In addition, the loan is collateralized by all personal property related to or used in the operations at the Organization. The current balance of the mortgage payable as of June 30, 2016 amounts to \$4,828,312.

Note 5 – Long Term Debt (continued)

Loan Payable

On August 29, 2013 the Organization obtained financing in the amount of \$200,182 to acquire two school buses. The terms of the loan agreement called for five consecutive annual payments of principal and interest necessary to fully amortize the loan. The facility bears an interest rate of 3.75% fixed and matures on September 6, 2018. On August 4, 2015, the Organization obtained additional financing in the amount of \$196,586 to acquire two additional school buses. The terms of the loan agreement called for sixty consecutive monthly payments of principal and interest based on a 5 year straight amortization schedule. The facility bears an interest rate of 4.25% with the first payment commencing on September 11, 2015 and a maturity date of August 11, 2020. The current balance of both facilities as of June 30, 2016 amounted to \$245,059.

Future debt service requirements related to the loan agreement are as follows as of June 30, 2016:

<u>Year ending</u>	<u>Principal</u>
2017	207,528
2018	219,129
2019	4,597,046
2020	49,668
	<u>5,073,371</u>

Capital Leases

The Organization leases certain office and kitchen equipment under capital leases with annual payments totaling approximately \$26,600 through 2018. The assets and liabilities under the capital leases are recorded at the lower of the present value of the future minimum lease payments or the fair value of the assets. Minimum future lease payments under such leases are as follows:

Note 5 – Long Term Debt (continued)

<u>Year ending</u>	<u>Payments</u>
2017	20,940
2018	5,662
Total future minimum payments	26,602
Less: amount representing interest	(1,144)
Present value of lease payments	<u>\$ 25,458</u>

The following schedule provides a summary of changes in long-term debt for the year ended June 30, 2016:

	<u>Balance</u> <u>6/30/2015</u>	<u>Advances</u>	<u>Repayments</u>	<u>Balance</u> <u>6/30/2016</u>
Notes payable	\$ 5,071,419	\$ 196,586	\$ 194,634	\$ 5,073,371
Capital leases	49,368	-	23,910	25,458
Total Long Term Debt	<u>\$ 5,120,787</u>	<u>\$ 196,586</u>	<u>\$ 218,544</u>	<u>\$ 5,098,829</u>

Note 6 – Deposits Policy and Credit Risk

It is the Organization's policy to maintain its cash and cash equivalents in major banks and in high grade investments. As of June 30, 2016, the carrying amount of the Organization's deposits was \$1,220,473 and the respective bank balances was \$1,353,254. As of June 30, 2016, the Organization had deposits in excess of the Federal Depository Insurance Corporation (FDIC) coverage of approximately \$609,000.

Note 7 – Commitments, Contingencies and Concentrations (continued)

Facility Lease

On July 1, 2013, the Organization entered into a lease agreement with Palm Bay Charter Schools, Inc. for a facility to house Odyssey Charter School's upper campus. The lease agreement is set to expire on June 30, 2017 and may be renewed. Initial fixed annual payments under this agreement based on \$725 per full time equivalent students (FTE) at the location and are approximately \$271,150 and may be adjusted annually by good faith negotiation, plus certain additional property expenses including repairs, maintenance and insurance.

Note 7 – Commitments, Contingencies and Concentrations (continued)

The Organization is the sole member of Palm Bay Charter Schools, Inc. However, Palm Bay Charter Schools, Inc. acts only as an assignee of the right to sublease the school site. This assignment was given by Palm Bay Community Charter, LLC. In addition, Palm Bay Charter Schools, Inc. assigns all rent payments under the lease to UMB Bank, N.A., which is the Trustee for the City of Palm Bay (property owner) under Indenture.

On July 1, 2013, the Organization entered into another lease agreement with Palm Bay Charter Schools, Inc. for additional space within the same property. The lease agreement is set to expire on June 30, 2018 and may be renewed. Initial fixed annual payments under this agreement based on \$625 per full time equivalent students (FTE) are approximately \$163,125 and may be adjusted annually by good faith negotiation, plus certain additional property expenses including repairs, maintenance and insurance.

On November 4, 2013, Oasis Preparatory Academy entered into a new lease agreement with Mount Sinai Missionary Baptist Church of Orlando, Inc. for the building and premises. The lease agreement is set to expire on June 30, 2018 and may be renewed. Initial fixed annual payments under this agreement (based on \$600 per full time equivalent students (FTE) are approximately \$87,600 for years one and two; for year three payments are based on \$625 per FTE and for year four on \$700 per FTE, plus certain additional property expenses including repairs, maintenance and insurance.

For 2016, rent expense totaled approximately \$541,000. Future minimum payments under these leases are as follows:

<u>Year</u>	
2017	545,525
2018	287,725
	<u>\$ 833,250</u>

Contingencies

The Organization receives substantially all of its funding from the Districts under the Florida Education Finance Program (FEFP), which is based in part on a computation of the number of full-time equivalent (FTE) students attending different instructional programs. The accuracy of FTE student data submitted by individual schools and used in the FEFP computations is subject to audit by the state and, if found to be in error, could result in refunds to the state or in decreases to future funding allocations. Additionally, the Schools participate in a number of federal, state and local grants which are subject to financial and compliance audits. It is the opinion of management that the amount of revenue, if any, which may be remitted back to the state due to errors in the FTE student data or the amount of grant expenditures which may be disallowed by grantor agencies would not be material to the financial position of the Schools.

Note 8 – Risk Management

The Organization is exposed to various risks of loss related to torts, thefts of, damage to and destruction of assets, errors and omissions and natural disasters for which the Organization carries commercial insurance. Settlement amounts have not exceeded insurance coverage for the past years. In addition, there were no reductions in insurance coverage from those in the prior year.

Note 9 – Defined Contribution Retirement Plan

The Organization's personnel, whom are leased through ADP TotalSource Group, Inc., are eligible to participate in a defined contribution 401(k) plan sponsored by the leasing company, covering employees who meet certain age and tenure requirements. Under the ADP TotalSource Retirement Savings Plan (the "Plan"), the Organization provides a match of 100% of the employee's contribution up to 3% of the employee's compensation. The Organization contributed to the Plan approximately \$36,883 for the year ended June 30, 2016. The Organization does not exercise any control or fiduciary responsibility over the Plans' assets, which are administered by MassMutual Financial Group.

SUPPLEMENTARY INFORMATION

Odyssey Charter School, Inc.
Special-Purpose Statement of Financial Position by Charter School
June 30, 2016

	Odyssey Charter School	Odyssey Preparatory Academy	Oasis Preparatory Academy	Odyssey Space Coast Academy	Eliminations	Total
Assets						
Current assets:						
Cash	\$ 1,027,367	\$ 79,984	\$ 113,122	\$ -	\$ -	\$ 1,220,473
Accounts receivable	24,034	-	-	-	-	24,034
Prepaid expenses	116,912	16,889	17,433	-	-	151,234
Due from other charter schools	51,855	-	-	-	(51,855)	-
Due from governmental agencies	298,162	69,783	-	-	-	367,945
Deposits	-	-	4,000	-	-	4,000
Total Current Assets	1,518,330	166,656	134,555	-	(51,855)	1,767,686
Due from other charter schools	190,000	-	-	-	(190,000)	-
Property and equipment, net pledged	7,463,894	261,138	366,014	-	-	8,091,046
Total Assets	\$ 9,172,224	\$ 427,794	\$ 500,569	\$ -	\$ (241,855)	\$ 9,858,732
Liabilities and Net assets						
Current Liabilities:						
Accounts payable and accrued expenses	\$ 221,111	\$ 66,968	\$ 31,951	\$ -	\$ -	\$ 320,030
Due to other charter schools	-	51,206	649	-	(51,855)	-
Accrued interest	15,614	-	-	-	-	15,614
Capital lease obligation payable, current portion	17,964	4,275	2,916	-	-	25,155
Notes payable, current portion	212,081	-	-	-	-	212,081
Total Current Liabilities	466,770	122,449	35,516	-	(51,855)	572,880
Due to other charter schools	-	40,000	150,000	-	(190,000)	-
Capital lease obligation	4,577	-	-	-	-	4,577
Notes payable	4,861,290	-	-	-	-	4,861,290
Total Liabilities	5,332,637	162,449	185,516	-	(241,855)	5,438,747
Net Assets:						
Unrestricted	3,839,587	265,345	315,053	-	-	4,419,985
Total Net Assets	3,839,587	265,345	315,053	-	-	4,419,985
Total Liabilities and Nets Assets	\$ 9,172,224	\$ 427,794	\$ 500,569	\$ -	\$ (241,855)	\$ 9,858,732

Odyssey Charter School, Inc.
Special-Purpose Statement of Activities by Charter School
For the year ended June 30, 2016

	Odyssey Charter School	Odyssey Preparatory Academy	Oasis Preparatory Academy	Odyssey Space Coast Academy	Total
Support and Revenue:					
FTE non-specific revenues	\$ 6,857,506	\$ 1,867,433	\$ 1,286,563	\$ -	\$ 10,011,502
Capital outlay funding	385,229	-	-	-	385,229
Federal grants	984,987	560,354	451,370	-	1,996,711
Charges for services	548,750	111,399	2,012	-	662,161
Fundraising and other revenue	148,024	46,504	28,790	2,636	225,954
Total Support and Revenue	8,924,496	2,585,690	1,768,735	2,636	13,281,557
Operating Expenses:					
Instruction	4,241,108	1,120,010	875,976	-	6,235,094
Instructional development	270,854	102,095	-	-	372,949
Instructional staff training	32,310	15,169	736	-	48,215
Instructional media	13,348	35,984	-	-	49,332
Instructional related technology	250,091	42,776	29,603	-	322,470
School administration	1,513,575	553,124	356,856	200	2,423,755
Student support services	97,106	3,226	-	-	100,332
Fiscal services	126,580	23,406	15,160	40	165,186
Food services	478,736	197,064	139,143	-	814,943
Pupil transportation services	382,907	49,426	-	-	432,333
Community services	259,799	35,049	-	-	294,848
Interest	207,988	396	180	-	208,564
Total Operating Expenses	7,874,402	2,177,725	1,415,654	240	11,468,021
Excess Support and Revenue Over Operating Expenses and Before Facility Expenses	1,050,094	407,965	353,081	2,396	1,813,536
Facility Expenses:					
Operation of plant	952,212	296,048	233,207	156	1,481,623
Maintenance of plant	89,439	10,511	7,436	-	107,386
Total Facility Expenses	1,041,651	306,559	240,643	156	1,589,009
Change in Net Assets	8,443	101,406	112,438	2,240	224,527
Net assets at beginning of year	3,831,144	163,939	202,615	(2,240)	4,195,458
Net assets at end of year	\$ 3,839,587	\$ 265,345	\$ 315,053	\$ -	\$ 4,419,985

Odyssey Charter School, Inc.
Palm Bay, Florida

Single Audit Reports

June 30, 2016

APPROVED

JAN 26 2017

**OCS, Inc.
Board of Directors**

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL
CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Directors of
Odyssey Charter School, Inc.
Palm Bay, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the special-purpose statement of financial position of Odyssey Charter School, Inc. (the "Organization") as of and for the year ended June 30, 2016, and the related special-purpose statements of activities, and cash flows for the year then ended, and the related notes to the special-purpose financial statements, which collectively comprise the Organization's basic financial statements and have issued our report thereon dated December 01, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Odyssey Charter School, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Odyssey Charter School, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We issued a separate management letter to each charter school under Odyssey Charter School, Inc. dated August 25, 2016 and September 29, 2016 pursuant to Chapter 10.850, Rules of the Auditor General.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HLB Gouvier, LLP

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
December 01, 2016



GRAVIER, LLP

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON
COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER
COMPLIANCE AND ON THE SCHEDULE OF
FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Odyssey Charter School, Inc.
Palm Bay, Florida

Report on Compliance for Each Major Federal Program

We have audited Odyssey Charter School, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Odyssey Charter School, Inc.'s major federal programs for the year ended June 30, 2016. Odyssey Charter School, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Odyssey Charter School, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Odyssey Charter School, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Odyssey Charter School, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Odyssey Charter School, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control over Compliance

Management of Odyssey Charter School, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Odyssey Charter School, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Odyssey Charter School, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the special-purpose financial statements of Odyssey Charter School, Inc. as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements. We issued our report thereon dated December 01, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

H B Gravie, LLP

CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
December 28, 2016

Odyssey Charter School, Inc.
 Schedule of Expenditure of Federal Awards
 For the Year Ended June 30, 2016

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA	
	Number	Expenditures
U.S. DEPARTMENT OF AGRICULTURE/PASS THROUGH FLORIDA DEPARTMENT OF EDUCATION		
National School Lunch and Breakfast Program (01-0491)	10.553/10.555	\$ 762,275
U.S. DEPARTMENT OF EDUCATION/PASS THROUGH DISTRICT SCHOOL BOARD OF BREVARD COUNTY		
Title I Grants to Local Educational Agencies (A)	84.010	732,257
Charter Schools (B)	84.282	433,298
Improving Supporting Effective Instruction State Grant	84.367	37,883
Special Education Grants to States (A)	84.027	30,998
		\$1,996,711

Basis of Presentation and Summary of Significant Accounting Policies

The accompanying Schedule of Expenditures of Federal Awards includes the federal award activity of the Odyssey Charter School, Inc. ("the Organization") during its fiscal year July 1, 2015 through June 30, 2016. The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets or cash flows of the Organization.

Expenditures on the schedule are reported on the accrual basis of accounting. Some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of auditor's report issued: *Unmodified*

Internal control over financial reporting:

- Material weakness(es) identified? yes no
- Significant deficiencies identified that are not considered to be material weaknesses? yes none reported
- Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? yes no
- Significant deficiencies identified that are not considered to be material weaknesses? yes none reported

Type of auditor’s report issued on compliance for major program: *Unmodified*

Any audit findings disclosed that are required to be reported as defined by the Uniform Guidance (2 CFR 200.516(a))? yes no

Identification of major programs:

Name of Federal Program or Cluster	CFDA Number(s)	Expenditures
School Breakfast and National School Lunch Program	10.553/10.555	\$762,275

Dollar threshold used to distinguish between type A and type B projects \$ 750,000

Odyssey Charter School, Inc.
Schedule of Findings and Questioned Costs -
Federal Awards Programs
For the Year Ended June 30, 2016

Auditee qualified as low-risk auditee? X yes no

SECTION II – FINANCIAL STATEMENT FINDINGS

- A. Internal Control – None
- B. Compliance – None

SECTION III – FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARDS PROGRAMS

- A. Internal Control – None
- B. Compliance – None

SECTION IV – OTHER ISSUES

1. We have issued management letters for each charter school under Odyssey Charter School, Inc., dated August 25, 2016 and September 29, 2016.
2. There were no findings and recommendations in the preceding financial audit report.
3. No Corrective Action Plan is required because there were no findings required to be reported under the Uniform Guidance.

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: All

DATE: January 26, 2017

RE: Audit Engagement Letters

As prescribed in Florida Statute, 1002.33, charter schools are required to conduct an annual audit performed by a Certified Public Accountant. Each school must provide an audit engagement letter to the sponsor. The OCS Board approved to renew their engagement with HLB Gravier at the September 28, 2016 Board meeting for Odyssey Charter School, Odyssey Preparatory Academy, and Oasis Preparatory Academy. The Board requested a three (3) year engagement. HLB Gravier has presented a three (3) year engagement letter for Odyssey Charter School and Odyssey Preparatory Academy with a price increase of \$500 per year for 2017 and 2018, and no price increase for 2019. This includes the Form 990 costs. A Single Audit engagement letter, which includes the Special Purpose Financials, was also presented.

FISCAL IMPACT

Dates	OCS	OPA	Oasis	Special Purpose	Single Audit	Form 990
2017-2019	\$38,500	\$17,500	\$17,500	\$13,000	\$19,000	\$11,500

RECOMMENDATION

Motion to approve the three-year audit engagement letters, including per year price increase, for Odyssey Charter and Odyssey Preparatory Academy, and Oasis Preparatory Academy.

Attachments: 1) 2017-2019 HLB Gravier Audit Engagement Letter
2) 2017-2019 HLB Gravier Single Audit Engagement Letter

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors



January 12, 2017

To the Board of Directors of
Odyssey Charter School, Inc.
1350 Wyoming, SE
Palm Bay, FL 32909

We are pleased to confirm our understanding of the services we are to provide to the Charter Schools under Odyssey Charter School, Inc. (the "Charter Schools"), which are listed in Exhibit A to this letter, for the years ending June 30, 2017, 2018 and 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Charter Schools as of and for the year ending June 30, 2017, 2018 and 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Charter Schools basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Charter Schools RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules

We have also been engaged to report on supplementary information other than RSI that accompanies Odyssey Charter School's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Charter Schools and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Charter Schools financial statements. Our report will be addressed to the Board of Directors of Odyssey Charter School, Inc. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue the report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Charter Schools are subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements.

However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the Charter School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will prepare the Entity's federal information returns for the years ending 2017, 2018 and 2019 based on information provided by you. We will also assist in preparing the financial statements and related notes of the Charter Schools under Odyssey Charter School, Inc. in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management

with regard to tax positions taken in the preparation of the tax return, but management must make all decisions with regard to those matters.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to

the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Charter School, the Florida Auditor General and the School Districts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HLB Gravier, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor General and the School District or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HLB Gravier, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor General or School Board. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

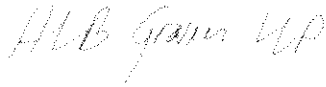
We expect to begin our audit on approximately June of each year and to issue our reports no later than the date required by the charter contract. Jose Iglesias and Regino Rodriguez are the engagement partners and are responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for this services will be billed per Charter School as included in Exhibit A to this letter. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be

obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Charter Schools and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

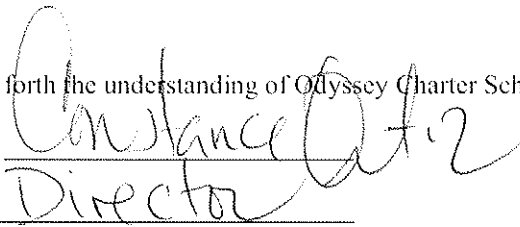


HLB Gravier, LLP

RESPONSE:

This letter correctly sets forth the understanding of Odyssey Charter School, Inc.

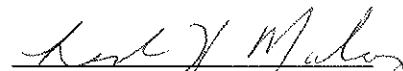
Management signature:



Title:

Director

Governance signature:



Title:

Board President

**Odyssey Charter School
Exhibit A-Fee Schedule**

	WL#	2017	2018	2019
Oasis Preparatory Academy	192	\$ 5,500	\$ 6,000	\$ 6,000
Odyssey Chrter School	6507	\$12,500	\$13,000	\$13,000
Odyssey Preparatory Academy	6541	\$ 5,500	\$ 6,000	\$ 6,000
Form 990		\$ 3,500	\$ 4,000	\$ 4,000

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors



January 11, 2017

To the Board of Directors of
Odyssey Charter School, Inc.
1350 Wyoming, SE
Palm Bay, FL 32909

We are pleased to confirm our understanding of the services we are to provide Odyssey Charter School, Inc. for the years ending June 30, 2017 through June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Odyssey Charter School, Inc. as of and for the years ended June 30, 2017 through June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Odyssey Charter School, Inc.'s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Odyssey Charter School, Inc.'s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

We have also been engaged to report on supplementary information other than RSI that accompanies Odyssey Charter School, Inc.'s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, [in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements]:

- 1) Schedule of expenditures of federal awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

396 Athambia Circle, Suite 900 Coral Gables, FL 33134 • Tel: 305 446 3022 • Fax: 305 446 6319
www.hlbgravier.com

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- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of Odyssey Charter School, Inc. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain

other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Odyssey Charter School, Inc.'s compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Odyssey Charter School, Inc.'s major programs. The purpose of these procedures will be to express an opinion on Odyssey Charter School, Inc.'s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Odyssey Charter School, Inc. in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant

agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with

GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Odyssey Charter School, Inc.; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of HLB Gravier, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of HLB Gravier, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Department of Agriculture and Consumer Services (FDACS). If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit

finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June of each year and to issue our reports no later than the date required by the charter contract. Regino Rodriguez is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

Odyssey Charter School, Inc.

Fee Schedule

	2017	2018	2019
Single Audit (if applicable)	\$ 6,000	\$ 6,500	\$ 6,500
Special Purpose Financial Statements	\$ 4,000	\$ 4,500	\$ 4,500

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

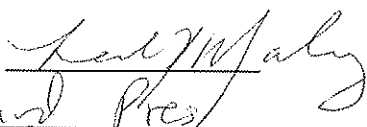
We appreciate the opportunity to be of service to Odyssey Charter School, Inc. and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


HLB Gravier, LLP

RESPONSE:

This letter correctly sets forth the understanding of Odyssey Charter School, Inc.

Officer signature: 

Title: Board Pres

Officer signature: 

Title: Director



ODYSSEY
CHARTER SCHOOL, INC.

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

January 26, 2017

Green Apple School Management, LLC
112 Delvalle Street
Melbourne Beach, Florida 32951
Attention: Constance Ortiz

Re: Management Services for Odyssey Charter Schools


Dear Ms. Ortiz:

Odyssey Charter School, Inc. ("OCSI") is very pleased to have the opportunity to work with Green Apple School Management, LLC ("GASM") as its education management services provider for the OCSI charter schools located at 1755 Eldron Boulevard and 1350 Wyoming Drive SE, Palm Bay. In order to ensure that such services are available to OCSI and the schools as and when needed, OCSI will make available desks and other office furniture at these locations for the intermittent use of GASM personnel in their work for the schools. The cost for providing this service to GASM shall be the sum of \$1,650.00 per calendar month. This availability is solely for the support of the mission of the schools, and is subject to revocation by OCSI at any time (and immediately upon any termination of the management agreements in respect of the schools with GASM). Written termination of this use by GASM shall be given not less than fifteen days in advance.

If this letter reflects your understanding of this arrangement, please return a signed copy to me.

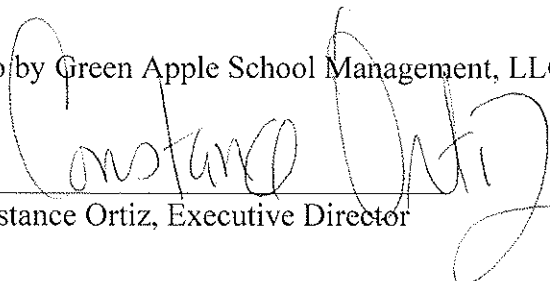
Sincerely,

Odyssey Charter School, Inc.

By: 
Leslie Maloney, President

1/26/17
Date

Agreed to by Green Apple School Management, LLC:

By: 
Constance Ortiz, Executive Director

1/26/17
Date

Committed to academic excellence and the education of the whole child



MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Cindy Gilmore, Green Apple School Management

REQUESTING SCHOOL: All

DATE: January 26, 2017

RE: Salary Range Scale for Brevard and Orange Counties

The State required all schools, including charter schools to adopt a salary range scale based upon the new pay for performance rather than a salary step scale. The Board is presented with a salary range scale, which includes revised Pay for Performance rates for both Brevard and Orange counties.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the Odyssey Charter School, Inc. Salary Schedules, which includes revised Pay for Performance rates for both Brevard and Orange Counties.

Attachments: 1) Salary Schedule for Brevard County
2) Salary Schedule for Orange County

Odyssey Charter School Inc.

Brevard County Salary Range Scale

	<i>Minimum</i>	<i>Maximum</i>
Tier 1 Range	\$36,000	\$43,000
Tier 2 Range	\$42,000	\$48,000
Tier 3 Range	47,000	52,000

Estimated Starting Salary Years of Salary Experience w/ Bachelor's Degree

0-2 Jr	\$36,000-37,000
0-2 Sr	\$37,000-38,000
3-5	\$38,000
6-8	\$39,000
9-11	\$40,000
12-13	\$41,500
14-15	\$42,000
16-17	\$43,500
18-19	\$44,000
20+	\$45,000-52,000

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

Code	Description
A	All Out of State Public and Accredited Private experience up to 10 years' credit
B	All Brevard County and State Public and Accredited Private experience honored
N	No Credit given for Non Accredited Private School Experience
S	Supplements given for Advanced degrees only if utilized by the school
G	Grandfathered June 2014

Supplements	Amount
Montessori Certified	1488
Master's Degree	2625
Specialist	3900
Doctoral Degree	5200

Pay for Performance*	Amount
Elementary Subject Area Lead	1250
Jr/Sr Subject Area Lead	2000
Grade Level Lead	1250

*Pay for Performance amounts are determined annually by the Odyssey Charter School, Inc. Board of Directors

Odyssey Charter School Inc.

Pay for Performance History

<i>Year</i>	<i>Effective</i>	<i>Highly Effective</i>	<i>Needs Improvement</i>
2014-2015	\$250	\$500	N/A
2015-2016	\$1,500	\$2,000	N/A
2016-2017	\$450	\$500	\$200
2017-2018			
2018-2019			
2019-2020			
2020-2021			
2021-2022			

*Pay for Performance amounts are determined annually by the Odyssey Charter School, Inc. Board of Directors

Odyssey Charter School Inc.

Orange County Salary Range Scale

	<i>Minimum</i>	<i>Maximum</i>
Tier 1 Range	\$38,000	\$43,500
Tier 2 Range	\$41,500	\$49,500
Tier 3 Range	\$47,500	\$56,500

Estimated Starting Salary Years of Salary Experience w/ Bachelor's Degree

0-3	\$38,000-\$39,500
4-6	\$40,000
7	\$40,250
8	\$40,500
9	\$41,000
10	\$41,500
11	\$42,000
12	\$42,500
13	\$43,000
14	\$43,500
15	\$44,250
16-17	\$45,000
18-19	\$45,500
20+	\$46,500-\$56,500

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

<i>Code</i>	<i>Description</i>
A	All Out of State Public and Accredited Private experience up to 10 years' credit
B	All Orange County and State Public and Accredited Private experience honored
N	No Credit given for Non Accredited Private School Experience
S	Supplements given for Advanced degrees only if utilized by the school

<i>Supplements</i>	<i>Amount</i>
Montessori Certified	1488
Master's Degree	2745
Specialist	4209
Doctoral Degree	5551
<i>Pay for Performance*</i>	*
<i>Stipends</i>	
Elementary Subject Area Lead	1250
Jr/Sr Subject Area Lead	2000
Grade Level Lead	1250

* Pay for Performance amounts are determined annually by the Odyssey Charter School, Inc. Board of Directors

Odyssey Charter School Inc.

Pay for Performance History

<i>Year</i>	<i>Effective</i>	<i>Highly Effective</i>	<i>Needs Improvement</i>
2014-2015	\$250	\$500	N/A
2015-2016	\$2,000	\$2,250	N/A
2016-2017	\$750	\$850	\$250
2017-2018			
2018-2019			
2019-2020			
2020-2021			
2021-2022			

*Pay for Performance amounts are determined annually by the Odyssey Charter School, Inc. Board of Directors



ODYSSEY
CHARTER SCHOOL

BUSINESS

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Odyssey Charter School

DATE: January 26, 2017

RE: Odyssey Charter School 2015-16
Revised Audit

FISCAL IMPACT

The revised audit has no fiscal impact. There was a typographical error on page 25, Note #6. The error has been corrected by HLB Gravier and resubmitted to district sponsor.

RECOMMENDATION

Informational

Odyssey Charter School
(A charter school under
Odyssey Charter School, Inc.)
(A Charter School and Component Unit
of the School Board of Brevard County, Florida)

Palm Bay, Florida

Financial Statements and
Independent Auditors' Report

June 30, 2016

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

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Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
W/L# 6507

1755 Eldron Blvd S.E.
Palm Bay, FL 32909

2015-2016

BOARD OF DIRECTORS

Leslie Maloney, President
Thomas Cole, Vice President and Treasurer
Jessicah Nichols, Secretary
Sonja White, Director
Amanda Larson, Director

SCHOOL ADMINISTRATION

Dr. Monica Knight, Jr. /Sr. High Site Administrator
Wendi Nolder, Elementary Site Administrator



GRAVIER, LLP

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Directors
Odyssey Charter School
Palm Bay, Florida

We have audited the accompanying financial statements of the governmental activities and each major fund of Odyssey Charter School (the "School"), a charter school under Odyssey Charter School, Inc. , which is a component unit of the School Board of Brevard County, as of, and for the year ended June 30, 2016, which collectively comprises the School's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Odyssey Charter School at June 30, 2016, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

As described in Note 1, the accompanying financial statements referred to above present only the financial position of Odyssey Charter School at June 30, 2016, and the respective changes in financial position for the year then ended, and is not intended to be a complete presentation of Odyssey Charter School, Inc. These financial statements do not purport to and do not present fairly the financial position of Odyssey Charter School, Inc. as of June 30, 2016 and its changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Required Supplementary Information

In accordance with *Government Auditing Standards*, we have also issued our report dated August 25, 2016, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 4 through 8 and 27 through 28 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.


CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
August 25, 2016

Management's Discussion and Analysis
Odyssey Charter School
(A Charter School Under Odyssey Charter School, Inc.)
June 30, 2016

The corporate officers of Odyssey Charter School have prepared this narrative overview and analysis of the school's financial activities for the year ended June 30, 2016.

Financial Highlights

1. The net position of the School at June 30, 2016 was \$3,839,587.
2. At year-end, the School had current assets on hand of \$1,518,330
3. The School had an increase in net position of \$8,443 for the year ended June 30, 2016.
4. The unassigned fund balance at year end was \$1,281,605.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the School's basic financial statements. The School's financial statements for the year ended June 30, 2016 are presented in accordance with GASB Codification Section 2200. The financial statements have three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The *government-wide financial statements* are designed to provide readers with a broad overview of the School's finances, in a manner similar to a private-sector business.

The *Statement of Net Position* presents information on all of the School's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The difference between the four is reported as *net position*. Over time increases or decreases in net position may serve as an indicator of whether the financial position of the School is improving or deteriorating.

The *Statement of Activities* presents information on how the School's net position changed during the fiscal year. All changes in net position are reported when the underlying event occurs without regard to the timing of related cash flows. Accordingly, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal years.

The government-wide financial statements can be found on pages 9 - 10 of this report.

Fund Financial Statements

A "fund" is a collection of related accounts grouped to maintain control over resources that have been segregated for specific activities, projects, or objectives. The School like other state and local governments uses fund accounting to ensure and report compliance with finance-related legal requirements.

All of the funds of the School are governmental funds. *Government Funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. Government Fund financial statements, however, focus on *near-term* inflows and outflows of spendable resources, as well as on the balances of spendable resources which are available at the end of the fiscal year. Such information may be used to evaluate a government's requirements for near-term financing.

The Board of the School adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with the School's budget.

The basic governmental fund financial statements can be found on pages 11 – 14 of this report.

Notes to Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The notes to the financial statements can be found on pages 15 - 26 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a charter school's financial position. In the case of the School, net position was \$3,839,587 at the close of the fiscal year. A summary of the School's net position as of June 30, 2016 and 2015 follows:

	2016	2015
Cash	\$ 1,027,367	\$ 1,695,563
Accounts Receivable	75,889	3,166
Deposits receivable	116,912	56,551
Due from other agencies	298,162	105,679
Due from charter school	190,000	95,000
Capital Assets, net	7,463,894	7,318,179
Total Assets	<u>9,172,224</u>	<u>9,274,138</u>
Deferred Outflows	-	-
Accrued Liabilities	236,725	328,440
Long term debt	5,095,912	5,114,554
Total Liabilities	<u>5,332,637</u>	<u>5,442,994</u>
Deferred Inflows	-	-
Net Position:		
Invested in Capital Assets	2,557,982	2,298,625
Unrestricted	1,281,605	1,532,519
Total Net Position	<u>\$ 3,839,587</u>	<u>\$ 3,831,144</u>

At the end of the year, the School is able to report positive balances in total net position.

A summary and analysis of the School's revenues and expenses for the year ended June 30, 2016 and 2015 follows:

	<u>2016</u>	<u>2015</u>
REVENUES		
Program Revenues		
Capital outlay funding	\$ 385,229	\$ 339,732
Federal sources	583,861	304,821
Federal Lunch program	447,475	381,734
Charges for services	548,750	533,278
General Revenues		
FTE nonspecific revenues	6,857,506	6,377,293
Other revenues	<u>101,675</u>	<u>18,566</u>
Total Revenues	<u><u>8,924,496</u></u>	<u><u>7,955,424</u></u>
EXPENSES		
Component Unit Activities:		
Instruction	4,241,108	3,958,018
Student support services	97,106	-
Instructional development	270,854	133,416
Instructional media	13,348	47,135
Instruction-related technology	250,091	137,012
Instruction staff training	32,310	30,378
School administration	1,513,575	1,399,489
Facilities acquisition	-	-
Fiscal Services	126,580	112,770
Food services	478,736	517,501
Central Services	-	-
Pupil transportation	382,907	348,604
Community services	259,799	80,301
Operation of Plant	952,212	888,420
Maintenance of Plant	89,439	97,103
Interest	<u>207,988</u>	<u>281,578</u>
Total Expenses	<u><u>8,916,053</u></u>	<u><u>8,031,725</u></u>
(Decrease) Increase in Net Position	8,443	(76,301)
Net Position at Beginning of Year	<u>3,831,144</u>	<u>3,907,445</u>
Net Position at End of Year	<u><u>\$ 3,839,587</u></u>	<u><u>\$ 3,831,144</u></u>

The School's revenue increased by \$969,072 in the current year and expenses increased by \$884,328 as a result of an increase in student enrollment of approximately 77 students. The School had an increase in its net position of \$ 8,443 for the year.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUND

As noted earlier, the School uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the School's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the School's financing requirements. In particular, the *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

Most of the School's operations are funded in the General Fund. The majority of the General Fund revenues are distributed to the School by the District through the Florida Education Finance Program (FEFP), which uses formulas to distribute state funds and an amount of local property taxes (i.e., required local effort) established each year by the Florida Legislature.

At the end of the fiscal year, the School's governmental general fund reported ending fund balance of \$1,281,605. The fund balance unassigned and available for spending at the School's discretion is \$1,164,693. These funds will be available for the School's future operations.

Achievements 2015-2016

Odyssey achieved a "A" grade from the FLDOE. The school added a 10th grade and increased enrollment to 1,018 students on two campuses.

Capital Assets

The School's investment in capital assets as of June 30, 2016 amounts to \$7,463,894 (net of accumulated depreciation). This investment in capital assets includes building and improvements, furniture, fixtures and computer equipment. As of June 30, 2016, the School had long term debt totaling \$5,073,371 relating to capital assets.

Requests for Information

This financial report is intended to provide a general overview of the finances of the Charter School. Requests for additional information may be addressed to Green Apple School Management, LLC, 1350 Wyoming Dr. SE, Palm Bay, Florida 32909.

Governmental Fund Budget Analysis and Highlights

Prior to the start of the School's fiscal year, the Board of the Charter School adopted an annual budget. A budgetary comparison statement has been provided for total governmental funds (both general fund and special revenue funds) to demonstrate compliance with the School's budget.

	Original Budget	Final Budget	Actual
REVENUES			
Program Revenues			
Capital outlay	\$ 257,500	\$ 385,225	\$ 385,229
Federal sources	435,400	583,850	583,861
Federal lunch program	424,200	447,450	447,475
Local sources	-	-	103,750
Charges for services	597,004	548,725	445,000
General Revenues			
FTE Nonspecific Revenues	6,949,540	6,857,500	6,857,506
Other Revenues	-	101,650.00	101,675
Total Revenues	<u>8,663,644</u>	<u>8,924,400</u>	<u>8,924,496</u>
EXPENDITURES			
Component Unit Activities:			
Instruction	4,142,794	4,071,250	4,071,223
Student Support Services	-	-	97,106
Instructional development	252,381	270,850	270,854
Instructional media	69,634	13,350	13,348
Instruction-related technology	249,134	250,100	250,091
Instruction staff training	73,400	18,275	32,310
School administration	1,446,270	1,494,985	1,494,984
Fiscal Services	120,625	126,575	126,580
Food services	489,050	463,500	463,499
Pupil transportation	312,009	305,125	305,112
Community services	228,980	259,480	259,478
Operation of Plant	837,554	761,435	761,413
Maintenance of Plant	169,250.0	89,450	89,439
Interest	-	207,425	207,988
Total Current Expenditures (before capital outlay and debt service)	<u>8,391,081</u>	<u>8,331,800</u>	<u>8,443,425</u>
Capital outlay	-	438,640	438,635
Debt service principal	35,000	18,650	18,643
Total Expenditures	<u>\$ 8,426,081</u>	<u>\$ 8,789,090</u>	<u>\$ 8,900,703</u>

Most variances occurred as a result of the Budget adopted being more conservative than actual results for the year.

Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
Statement of Net Position
June 30, 2016

<u>Assets</u>	<u>Governmental Activities</u>
Current assets:	
Cash	\$ 1,027,367
Accounts receivable	75,889
Due from other agencies	298,162
Deposits receivable and prepaid expenses	116,912
	<u>1,518,330</u>
 Due from other charter schools	 190,000
 Land	 1,083,000
Capital assets, depreciable	10,065,562
Less: accumulated depreciation	(3,684,668)
	<u>7,463,894</u>
Total Assets	<u>9,172,224</u>
 <u>Deferred Outflows of Resources</u>	 <u>-</u>
 <u>Liabilities</u>	
Current liabilities:	
Salaries and wages payable	174,467
Accounts payable and accrued expenses	46,644
Accrued interest	15,614
Capital lease obligation payable within one year	17,964
Notes payable within one year	212,081
	<u>466,770</u>
 Long-term debt:	
Capital lease obligation	4,577
Notes payable	4,861,290
Total Liabilities	<u>5,332,637</u>
 <u>Deferred Inflows of Resources</u>	 <u>-</u>
 <u>Net position</u>	
Net investment in capital assets and long -term receivables	2,557,982
Unrestricted	1,281,605
Total Net Position	<u>\$ 3,839,587</u>

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
Statement of Activities
For the year ended June 30, 2016

FUNCTIONS	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental activities:					
Instruction	\$ 4,241,108	\$ 128,733	\$ 583,861	\$ -	\$ (3,528,514)
Student Support Services	97,106	-	-	-	(97,106)
Instructional development	270,854	185,383	-	-	(85,471)
Instructional staff training	32,310	-	-	-	(32,310)
Instructional media	13,348	-	-	-	(13,348)
Instructional related technology	250,091	-	-	-	(250,091)
School administration	1,513,575	-	-	-	(1,513,575)
Fiscal services	126,580	-	-	-	(126,580)
Food services	478,736	103,750	447,475	-	72,489
Pupil transportation services	382,907	-	-	-	(382,907)
Operation of plant	952,212	15,686	-	385,229	(551,297)
Maintenance of plant	89,439	-	-	-	(89,439)
Community Services	259,799	115,198	-	-	(144,601)
Interest	207,988	-	-	-	(207,988)
Total governmental activities	8,916,053	548,750	1,031,336	385,229	(6,950,738)
General revenues:					
FTE nonspecific revenues					6,857,506
Interest and other revenue					101,675
Change in net position					8,443
Net position, beginning					3,831,144
Net position, ending					<u>\$ 3,839,587</u>

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
Balance Sheet - Governmental Funds
June 30, 2016

	General Fund	Special Revenue	Total Governmental
	_____	Fund	Funds
	_____	_____	_____
<u>Assets</u>			
Cash	\$ 1,027,367	\$ -	\$ 1,027,367
Accounts receivable	75,889	-	75,889
Due from other agencies	-	298,162	298,162
Deposits receivable and prepaid expenses	116,912	-	116,912
Due to / from funds	298,162	-	298,162
Total Assets	1,518,330	298,162	1,816,492
<u>Deferred Outflows of Resources</u>			
	-	-	-
<u>Liabilities</u>			
Salaries and wages payable	174,467	-	174,467
Accounts payable and accrued expenses	46,644	-	46,644
Accrued interest	15,614	-	15,614
Due to / from funds	-	298,162	298,162
Total Liabilities	236,725	298,162	534,887
<u>Deferred Inflows of Resources</u>			
	-	-	-
<u>Fund balance</u>			
Nonspendable, not in spendable form	116,912	-	116,912
Unassigned	1,164,693	-	1,164,693
	1,281,605	-	1,281,605
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$ 1,518,330	\$ 298,162	\$ 1,816,492

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
Reconciliation of the Governmental Fund Balance Sheet to the Statement of Net Position
For the year ended June 30, 2016

Total Fund Balance - Governmental Funds \$ 1,281,605

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets of \$11,148,562 net of accumulated depreciation of \$3,684,668 used in governmental activities are not financial resources and therefore are not reported in the fund. 7,463,894

Long term liability is not due and payable in the current period and, therefore, is not reported in the governmental funds. (5,095,912)

Long term receivables from related party in governmental activities are not financial resources and therefore are not reported in the governmental funds. 190,000

Total Net Position - Governmental Activities \$ 3,839,587

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School

(A charter school under Odyssey Charter School, Inc.)

Statement of Revenues, Expenditures, and Changes in Fund Balance-Governmental Funds

For the year ended June 30, 2016

	General Fund	Special Revenue Fund	Total Governmental
Revenues:			
State capital outlay funding	\$ -	\$ 385,229	\$ 385,229
State passed through local	6,857,506	-	6,857,506
Federal sources	-	583,861	583,861
Federal lunch program	-	447,475	447,475
Charges for services	445,000	103,750	548,750
Other revenue	101,675	-	101,675
Total Revenues	<u>7,404,181</u>	<u>1,520,315</u>	<u>8,924,496</u>
Expenditures:			
Current			
Instruction	3,991,716	79,507	4,071,223
Student support services	52,322	44,784	97,106
Instructional development	-	270,854	270,854
Instructional staff training services	18,270	14,040	32,310
Instructional media	13,348	-	13,348
Instructional related technology	248,822	1,269	250,091
School administration	1,494,984	-	1,494,984
Fiscal services	126,580	-	126,580
Food services	-	463,499	463,499
Pupil transportation services	305,112	-	305,112
Operation of plant	376,184	385,229	761,413
Maintenance of plant	89,439	-	89,439
Community services	259,478	-	259,478
Capital Outlay:			
Other capital outlay	438,635	179,707	618,342
Debt Service:			
Repayment of Principal on Loans and Leases	18,643	-	18,643
Interest	207,422	566	207,988
Total Expenditures	<u>7,640,955</u>	<u>1,439,455</u>	<u>9,080,410</u>
Excess of revenues over expenditures	(236,774)	80,860	(155,914)
Other financing sources:			
Transfers in and (out)	80,860	(80,860)	-
Long term advances to affiliates, net	(95,000)	-	(95,000)
Net change in fund balance	(250,914)	-	(250,914)
Fund Balance at beginning of year	<u>1,532,519</u>	<u>-</u>	<u>1,532,519</u>
Fund Balance at end of year	<u>\$ 1,281,605</u>	<u>\$ -</u>	<u>\$ 1,281,605</u>

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School
 (A charter school under Odyssey Charter School, Inc.)
 Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance
 of Governmental Funds to the Statement of Activities
 For the year ended June 30, 2016

Net Change in Fund Balance - Governmental Funds \$ (250,914)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlays of \$618,342 differed from depreciation expense of \$472,628. 145,714

The proceeds from debt issuance provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. This is the amount by which repayments of \$215,228 exceeded proceeds of \$196,586 in the current period. 18,643

Increase in long term receivables is an expenditure in the governmental funds, but a decrease or collections of such receivables reduces long-term assets in the statement of net position. This is the amount by which increase in long-term receivables of \$450,000 exceeded collections in the current period of \$355,000. 95,000

Change in Net Position of Governmental Activities \$ 8,443

The accompanying notes are an integral part of this financial statement.

Odyssey Charter School

(A Charter School under Odyssey Charter School, Inc.)

Notes to Financial Statements

June 30, 2016

Note 1 – Summary of Significant Accounting Policies

Reporting Entity

Odyssey Charter School (the "School"), is a not-for-profit corporation organized pursuant to Chapter 617, Florida Statutes, the Florida Not-for-Profit Corporation Act. The governing body of the School is the board of directors of the not-for-profit corporation Board of Directors, which is composed of five members. The School operates under a charter granted by the sponsoring district, the District School Board of Brevard County (the "District"). The current charter expires on June 30, 2027 and is renewable by mutual written agreement between the School and the District. During the term of the charter, the District may terminate the charter if good cause is shown. The School is considered a component unit of such District. The School is located in Palm Bay, Florida for students from kindergarten through ninth grades and is funded by the District. These financial statements are for the year ended June 30, 2016, when 1,018 students were enrolled for the school year.

Basis of presentation

The School's accounting policies conform to accounting principles generally accepted in the United States as applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

Government-wide and Fund Financial Statements

Government-wide Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These statements report information about the School as a whole. Any internal interfund activity has been eliminated from these financial statements. Both statements report only governmental activities as the School does not engage in any business type activities.

The statement of activities reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity. Program revenues include: (1) charges for services which report fees; (2) operating grants such as the National School Lunch Program, Federal grants, and other state allocations; and (3) capital grants specific to capital outlay. Other revenue sources not properly included with program revenues are reported as general revenues.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The School does not have any items that qualify for reporting in this category.

Note 1 – Summary of Significant Accounting Policies (continued)

Deferred Outflows/Inflows of Resources (continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The School does not have any items that qualify for reporting in this category.

Fund Financial Statements

Fund financial statements are provided for governmental funds. The operations of the funds are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, equity, revenues and expenditures. Major individual governmental funds are reported as separate columns in the fund financial statements:

General Fund - is the School's primary operating fund. It accounts for all financial resources of the school, except those required to be accounted for in another fund.

Special Revenue Fund - accounts for specific revenue, such as federal grants and capital outlay funding that are legally restricted to expenditures for particular purposes.

Measurement Focus and Basis of Accounting

The financial statements of the School are prepared in accordance with generally accepted accounting principles (GAAP). The School's reporting entity applies all relevant Governmental Accounting Standards Board (GASB) *Codification of Accounting and Financial Reporting Guidance*.

The government-wide statements report uses the economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The School recognizes assets of non-exchange transactions in the period when the underlying transaction occurs, when an enforceable legal claim has arisen, or when all eligibility requirements are met. Revenues are recognized, on the modified accrual basis, when they are measurable and available. Non-exchange transactions occur when the school provides (or receives) value to (from) another party without receiving (or giving) equal or nearly equal value in return. Most donations are examples of non-exchange transactions. Revenues from grants and donations are recognized on the accrual basis, in the fiscal year in which all eligibility requirements have been satisfied.

Note 1 – Summary of Significant Accounting Policies (continued)

Governmental fund financial statements report using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are both measurable and available. “Measurable” means the amount of the transaction can be determined. Available means collectible within the current period or soon enough thereafter to pay liabilities of the current period. The School considers revenues to be available if they are collected within 60 days of the end of the fiscal year. Florida Education Finance Program (FEFP) revenues are recognized when received. A one-year availability period is used for revenue recognition for all other governmental fund revenues. Charges for services and fees are recognized when cash is collected as amounts are not measurable. When grant terms provide that the expenditure of funds is the prime factor for determining eligibility for federal, state, and other grant funds, revenue is recognized at the time the expenditure is made. Expenditures are recorded when the related fund liability is incurred, except for long-term debt principal and interest which are reported as expenditures in the year due.

Budgets and Budgetary Accounting

In compliance with Florida Statutes, the Board of Directors adopts an annual budget using the modified accrual basis of accounting. During the fiscal year, expenditures were controlled at the object level (e.g. salaries and benefits, purchased services, materials and supplies and capital outlay) within each activity (e.g. instruction, pupil personnel services and school administration). Revisions to the annual budget are approved by the Board.

Inter-fund Transfers

Outstanding balances between funds are reported as “due to/from” other funds. Inter-fund transfers are made to move any excess or shortage of funds derived from the National School Lunch Program from the Special Revenue Fund to the General Fund.

Cash

All deposits are held in major banks and high grade investments. The School has not adopted a formal investment policy. Cash and cash equivalents include all highly liquid investments with a maturity of three months or less.

Due from Other Governments or Agencies

Amounts due to the School by other governments or agencies are for grants or programs under which the services have been provided by the School.

Long –Term Debt

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. In the fund financial statements, governmental fund types report the face amount of debt issued as other financing sources.

Odyssey Charter School
(A Charter School under Odyssey Charter School, Inc.)
Notes to Financial Statements
June 30, 2016

Note 1 – Summary of Significant Accounting Policies (continued)

Capital Assets

The School's property, plant and equipment with useful lives of more than one year are stated at historical cost and comprehensively reported in the statement of net position in the government-wide financial statements. Donated capital assets are recorded at their estimated fair market value on the date donated. The School generally capitalizes assets with a cost of \$2,000 or more. Building improvements, additions and other capital outlays that significantly extend the useful life of an asset are capitalized. The costs of normal maintenance and repairs that do not add to the asset value or materially extend useful lives are not capitalized. Capital assets are depreciated using the straight-line method. When capital assets are disposed, the cost and applicable accumulated depreciation are removed from the respective accounts, and the resulting gain or loss is recorded in operations. Estimated useful lives, in years, for depreciable assets are as follows:

Building and improvements	5-39 Years
Vehicles	10 Years
Software, Furniture, equipment, and library	3-10 Years

Revenue Sources

Revenues for operations will be received primarily from the District pursuant to the funding provisions included in the School's charter. In accordance with the funding provisions of the charter and Section 1002.33, Florida Statutes, the School will report the number of full-time equivalent (FTE) students and related data to the District. Under the provisions of Section 1011.62, Florida Statutes, the District reports the number of the full-time equivalent (FTE) students and related data to the Florida Department of Education (FDOE) for funding through the FEFP. Funding for the School is adjusted during the year to reflect the revised calculations by the FDOE under the FEFP and the actual weighted full-time equivalent students reported by the School during the designated full-time equivalent student survey periods. After review and verification of FTE reports and supporting documentation, the FDOE may adjust subsequent fiscal period allocations of FEFP funding for prior year errors disclosed by its review as well as to prevent statewide allocations from exceeding the amount authorized by the Legislature. Normally, such adjustments are treated as reductions of revenue in the year the adjustment is made.

In addition, the School receives state funds through the District under charter school capital outlay funding pursuant to Section 1013.62, Florida Statutes. Funds are based on a capital outlay plan submitted to the District and are to be used for lease of school facilities.

Finally, the School may also receive Federal awards for the enhancement of various educational programs. Federal awards are generally received based on applications submitted to and approved by various granting agencies. For Federal awards in which a claim to these grant proceeds is based on incurring eligible expenditures, revenue is recognized to the extent that eligible expenditures have been incurred. Any excess amounts are recorded as deferred revenues until expended. Additionally, other revenues may be derived from various fundraising activities and certain other programs.

Note 1 – Summary of Significant Accounting Policies (continued)

Compensated Absences

The School grants a specific number of sick days. Full time salary employees are entitled to one day per month to up to ten days of active work during the ten-month period. Full-time hourly employees are entitled to four days of paid leave annually. In the event that available time is not used by the end of the benefit year, employees will not be able to “rollover” unused days for use in future years. There is no termination payment for accumulated unused sick days.

GASB Codification Section C60, *Accounting for Compensated Absences*, provides that compensated absences that are contingent on a specific event that is outside the control of the employer and employee should be accounted for in the period those events take place. Accordingly, these financial statements do not include an accrual for sick days available to be used in future benefits years.

The School also provides certain days to be used for specific personal matters such as family death and jury duty. Because the use of such days is contingent upon those events taking place and such events are out of the control of both the employer and the employee, there is no accrual for such days.

Income Taxes

Odyssey Charter School, Inc. qualifies as a tax-exempt organization under Internal Revenue Code Section 501(c)(3), and is, therefore, exempt from income tax. Accordingly, no tax provision has been made in the accompanying financial statements.

Subsequent Events

In accordance with GASB Codification Section 2250.106, the School has evaluated subsequent events and transactions for potential recognition or disclosure through August 25, 2016, which is the date the financial statements were available to be issued.

Order of Fund Balance Spending Policy

The School’s policy is to apply expenditures against non-spendable fund balance, restricted fund balance, committed fund balance, assigned fund balance, and unassigned fund balance at the end of the fiscal year by adjusting journal entries. First Non-spendable fund balances are determined. Then restricted fund balances for specific purposes are determined (not including non-spendable amounts). Then any remaining fund balance amounts for the non-general funds are classified as restricted fund balance. It is possible for the non-general funds to have negative unassigned fund balance when non-spendable amounts plus the restricted fund balances for specific purposes amounts exceed the positive fund balance for the non-general fund.

Odyssey Charter School

(A Charter School under Odyssey Charter School, Inc.)

Notes to Financial Statements

June 30, 2016

Note 1 – Summary of Significant Accounting Policies (continued)

Net position and Fund balance classifications

Government-wide financial statements

Equity is classified as net position and displayed in three (3) components:

- a) Net investment in capital assets and long-term receivables - consists of capital assets net of accumulated depreciation and reduced by the outstanding balances of any borrowings that are attributable to the acquisition or improvement of those assets, plus long term receivables
- b) Restricted net position - consists of net position with constraints placed on their use either by external groups such as creditors, grantors, contributors or laws or regulations of other governments.
- c) Unrestricted net position - all other net position that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

Fund financial statements

Under GASB Codification Section 1800.142, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Statement defines the different types of fund balances that a governmental entity must use for financial reporting purposes. GASB requires the fund balance amounts to be properly reported within one of the fund balance categories list below:

- a) Nonspendable - includes amounts that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact. Consists of fund balance associated with inventories, prepaid expenses, long-term loans and notes receivable, and property held for resale (unless the proceeds are restricted, committed, or assigned).
- b) Restricted - fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. Restricted fund balance of the School relate to reserves required by the landlord for property maintenance and repairs. There are no restricted fund balances at year end.
- c) Committed - fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the School's Board of Directors. There are no committed fund balances at year end.
- d) Assigned - fund balance classification are intended to be used by the School's management for specific purposes but do not meet the criteria to be classified as restricted or committed. There are no assigned fund balances at year end.
- e) Unassigned - portion of the fund balance that has not been restricted, committed or assigned for a specific purpose. This is the residual classification for the School's general fund.

Odyssey Charter School
(A Charter School under Odyssey Charter School, Inc.)
Notes to Financial Statements
June 30, 2016

Note 1 – Summary of Significant Accounting Policies (continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

Note 2 –Capital Assets

The following schedule provides a summary of changes in capital assets, acquired substantially with public funds, for the year ended June 30, 2016:

	Balance 7/1/2015	Additions	Retirements	Balance 6/30/2016
Capital Assets not depreciated:				
Land	\$ 1,083,000	\$ -	\$ -	1,083,000
Capital Assets being depreciated:				
Building and improvements	7,676,273	77,052	-	7,753,325
Vehicles	587,660	196,585	-	784,245
Furniture and equipment	1,179,938	326,995	-	1,506,933
Software	3,349	17,710	-	21,059
	<u>10,530,220</u>	<u>618,342</u>	<u>-</u>	<u>11,148,562</u>
Less Accumulated Depreciation	(3,212,040)	(472,628)	-	(3,684,668)
Capital Assets, net	<u>\$ 7,318,180</u>	<u>\$ 145,714</u>	<u>\$ -</u>	<u>\$ 7,463,894</u>

For the fiscal year ended June 30, 2016, depreciation expense is allocated in the Statement of Activities by function as follows:

Instruction	\$ 169,885
School Administration	18,591
Food Services	15,237
Pupil Transportation	77,795
Operation of Plant	190,799
Community Service	321
	<u>\$ 472,628</u>

Odyssey Charter School
 (A Charter School under Odyssey Charter School, Inc.)
 Notes to Financial Statements
 June 30, 2016

Note 3 –Management Agreement

The School uses a professional charter school management company to provide management and administrative services to the School including, but not limited to, facility design, staffing recommendations, human resource coordination, regulatory compliance, legal and corporate upkeep, maintenance of the books and records, bookkeeping, budgeting and financial reporting. Beginning January 1, 2013, the School contracted with Green Apple School Management, LLC. The agreement with Green Apple School Management, LLC is for a period of five years through December 31, 2017 unless terminated, modified or renewed by the parties. The agreement between the School and the management company both called for a fee of \$700 per full time equivalent (FTE) student for the school year ended June 30, 2016. During the year ended June 30, 2016, the School incurred \$711,900 in management fees. Green Apple School Management, LLC is located at 1350 Wyoming Drive SE, Palm Bay, Florida 32909. The managing member is Constance Ortiz.

Note 4 –Transactions with School District and Other Divisions of Odyssey Charter School, Inc.

Odyssey Charter School charges Odyssey Preparatory Academy, a charter school under Odyssey Charter School Inc. an assessment for use of shared utilities, transportation and personnel. In addition, the School made several non-interest bearing advances to affiliates. The following schedule provides a summary of changes in long-term receivables for the year ended June 30, 2016.

	<u>Balance</u> <u>July 01, 2015</u>	<u>Advances</u>	<u>Repayments</u>	<u>Balance</u> <u>June 30, 2016</u>
Long-term receivables				
Odyssey Preparatory Academy	\$ 40,000	\$ 200,000	\$ 200,000	\$ 40,000
Oasis Preparatory Academy	50,000	250,000	150,000	150,000
Odyssey Space Coast Academy	5,000	-	5,000	-
	<u>\$ 95,000</u>	<u>\$ 450,000</u>	<u>\$ 355,000</u>	<u>\$ 190,000</u>

Pursuant to the Charter School contract with the School District, the District withholds an administrative fee of 2% of the qualifying revenues of the School. For the year ended June 30, 2016, administrative fees withheld by the School District totaled \$33,216.

Note 5 – Long Term Debt

Mortgage payable

The School entered into a loan agreement with a financial institution to acquire and improve its facility and to acquire certain vehicles, furniture and equipment. The loan was for a maximum amount of \$5,400,000 evidenced by a promissory note dated July 10, 2009, divided into two amounts, the first for \$4,436,326 (Tranche A) and the second for \$963,674 (Tranche B).

Under the original terms of the loan agreement and the promissory note, the loan shall bear interest at an interest rate of six percent (6%). On December 5th, 2014 the note was modified to reflect the change in interest rate to be no less than five percent (5%) nor greater than twelve (12%). Effective July 5, 2015 the interest rate was changed to the average yield on the Five Year U.S. Treasury Securities plus 2.29% with a floor rate of 4.0% and a ceiling of 12.0%. Interest rate on this facility as of June 30, 2016 stood at 4.0%. Payments of principal and interest are due on the outstanding principal balance of the loan, based on the facility's remaining 30-year amortization schedule with all unpaid principal and interest due at maturity on July 8, 2019. All other terms of the original and first amendment remain the same.

The loan is collateralized by a mortgage on the real property and by its pledged revenues, which includes all revenues collected by the School from the Florida Department of Education, the District, and all other sources. In addition, the loan is collateralized by all personal property related to or used in the operations at the School. The current balance of the mortgage payable as of June 30, 2016 amounts to \$4,828,312.

Future debt service requirements related to the loan agreement are as follows as of June 30, 2016:

<u>Year ending</u>	<u>Principal</u>
2017	133,248
2018	138,677
2019	4,556,387

Odyssey Charter School

(A Charter School under Odyssey Charter School, Inc.)

Notes to Financial Statements

June 30, 2016

Note 5 – Long Term Debt (continued)Loan Payable

On August 29, 2013 the School obtained financing in the amount of \$200,182 to acquire two school buses. The terms of the loan agreement called for five consecutive annual payments of principal and interest necessary to fully amortize the loan. The facility bears an interest rate of 3.75% fixed and matures on September 6, 2018. On August 4, 2015, the School obtained additional financing in the amount of \$196,586 to acquire two additional school buses. The terms of the loan agreement called for sixty consecutive monthly payments of principal and interest based on a 5 year straight amortization schedule. The facility bears an interest rate of 4.25% with the first payment commencing on September 11, 2015 and a maturity date of August 11, 2020. The current balance of both facilities as of June 30, 2016 amounted to \$245,059.

Future debt service requirements related to the loan agreement are as follows as of June 30, 2016:

<u>Year ending</u>	<u>Principal</u>
2017	78,833
2018	38,970
2019	40,659
2020	49,668

Capital Leases

The School leases certain office, kitchen and transportation equipment under capital leases with annual payments totaling approximately \$23,626 through 2018. The assets and liabilities under the capital leases are recorded at the lower of the present value of the future minimum lease payments or the fair value of the assets. Minimum future lease payments under such leases are as follows:

<u>Year ending</u>	<u>Payments</u>
2017	17,964
2018	5,662
Total future minimum payments	23,626
Less: amount representing interest	(1,085)
Present value of lease payments	<u>\$ 22,541</u>

Total interest expense as of June 30, 2016 was \$281,578.

Odyssey Charter School
(A Charter School under Odyssey Charter School, Inc.)
Notes to Financial Statements
June 30, 2016

Note 5 – Long Term Debt (continued)

The following schedule provides a summary of changes in long-term debt for the year ended June 30, 2016:

	Balance 7/1/2015	Repayments	Advances	Balance 6/30/2016
Notes Payable	\$ 5,071,419	\$ 194,634	\$ 196,586	\$ 5,073,371
Capital leases	43,135	20,594	-	22,541
Total Long Term Debt	<u>\$ 5,114,554</u>	<u>\$ 215,228</u>	<u>\$ 196,586</u>	<u>\$ 5,095,912</u>

Note 6 – Deposits Policy and Credit Risk

It is the School’s policy to maintain its cash and cash equivalents in major banks and in high grade investments. As of June 30, 2016, the carrying amount of the School’s deposits was \$1,027,367 and the respective bank balances totaled \$1,036,678.

Deposits at FDIC-insured institutions are insured up to \$250,000 per depositor, per financial institution. The School is a charter school under Odyssey Charter School, Inc. , which also operates other charter schools. All bank accounts are opened under the account ownership of Odyssey Charter School, Inc. , therefore, bank balances at times may potentially be in excess of FDIC coverage. As of June 30, 2016, bank balances in potential excess of FDIC coverage totaled \$1,036,678.

Note 7 – Commitments, Contingencies and Concentrations

Facility lease

On July 1, 2013, the School entered into a lease agreement with Palm Bay Charter Schools, Inc. for a facility house its upper campus. The lease agreement is set to expire on June 30, 2017 and may be renewed. Initial fixed annual payments under this agreement (based on \$725 per full time equivalent students (FTE) at the location and are approximately \$271,150 and may be adjusted annually by good faith negotiation, plus certain additional property expenses including repairs, maintenance and insurance.

Future minimum payments based on current FTE are as follows:

<u>Year</u>	
2017	271,150

Odyssey Charter School

(A Charter School under Odyssey Charter School, Inc.)

Notes to Financial Statements

June 30, 2016

Note 7 – Commitments, Contingencies and Concentrations (continued)

Odyssey Charter School, Inc. is the sole member of Palm Bay Charter Schools, Inc. However, Palm Bay Charter Schools, Inc. acts only as an assignee of the right to sublease the school site. This assignment was given by Palm Bay Community Charter, LLC. In addition, Palm Bay Charter Schools, Inc. assigns all rent payments under the lease to UMB Bank, N.A., which is the Trustee for the City of Palm Bay (property owner) under Indenture.

Contingencies and Concentrations

The School receives substantially all of its funding from the District under the Florida Education Finance Program (FEFP), which is based in part on a computation of the number of full-time equivalent (FTE) students attending different instructional programs. The accuracy of FTE student data submitted by individual schools and used in the FEFP computations is subject to audit by the state and, if found to be in error, could result in refunds to the state or in decreases to future funding allocations. Additionally, the School receives various forms of federal, state and local funding which are subject to financial and compliance audits. It is the opinion of management that the amount of funding, if any, which may be remitted back to the state due to errors in the FTE student data or the amount of grant expenditures which may be disallowed by grantor agencies would not be material to the financial position of the School.

Note 8 – Risk Management

The School is exposed to various risks of loss related to torts, thefts of, damage to and destruction of assets, errors and omissions and natural disasters for which the School carries commercial insurance. Settlement amounts have not exceeded insurance coverage in the past. In addition, there were no reductions in insurance coverage from those in the prior year.

Note 9 – Defined Contribution Retirement Plan

The School sponsors a defined contribution plan for all full-time employees working 35 hours or more a week and who have been employed for at least one year. The plan permits voluntary contributions from employees, based on a salary reduction agreement, and provides for employer matching contributions up to 3% of the employee's compensation, after one year of employment. The School contributed to the Plan \$30,747 for the year ended June 30, 2016.

REQUIRED SUPPLEMENTARY INFORMATION

Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
Statement of Revenues, Expenditures, and Changes in Fund Balance - General fund
For the year ended June 30, 2016

	General Fund		
	Original Budget	Final Budget	Actual
REVENUES			
State passed through local	\$ 6,949,540	\$ 6,857,500	\$ 6,857,506
Charges for services	228,980	445,000	445,000
Other revenues	104,000	101,650	101,675
Total Revenues	7,282,520	7,404,150	7,404,181
EXPENDITURES			
Current:			
Instruction	4,050,702	3,991,725	3,991,716
Student support services	-	-	52,322
Instructional Staff Training services	73,400	18,275	18,270
Instructional media services	69,634	13,350	13,348
Instructional related technology	240,227	248,825	248,822
School administration	1,446,270	1,494,985	1,494,984
Fiscal services	120,625	126,575	126,580
Pupil transportation services	312,009	305,125	305,112
Operation of plant	442,554	376,185	376,184
Maintenance of plant	169,250	89,450	89,439
Community services	228,980	259,480	259,478
Total current expenditures	7,153,651	6,923,975	6,976,255
Excess of revenues			
Over current expenditures	128,869	480,175	427,926
Debt service:			
Repayment of principal	35,000	18,650	18,643
Interest	275,369	207,425	207,422
Capital outlay:			
Other capital outlay	-	438,640	438,635
Total capital outlay and Debt service expenditures	310,369	664,715	664,700
Total expenditures	7,464,020	7,588,690	7,640,955
Excess of revenues			
Over expenditures	(181,500)	(184,540)	(236,774)
Other financing sources:			
Loan to Oddesey Preparatory	-	-	(95,000)
Transfer in	-	-	80,860
Net change in fund balance	(181,500)	(184,540)	(250,914)
Fund balance at beginning of year	1,532,519	1,532,519	1,532,519
Fund balance at end of year	\$ 1,351,019	\$ 1,347,979	\$ 1,281,605

Notes to Budgetary Comparison Schedule

An annual budget is adopted on the modified accrual basis of accounting, consistent with generally accepted accounting principles. Amendments to the budget can only be made with the approval of the Board of Directors.

Odyssey Charter School
(A charter school under Odyssey Charter School, Inc.)
Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Fund
For the year ended June 30, 2016

	Special Revenue Fund		
	Original Budget	Final Budget	Actual
REVENUES			
State capital outlay funding	\$ 257,500	\$ 385,225	\$ 385,229
Federal sources	435,400	583,850	583,861
Federal lunch program	424,200	447,450	447,475
Charges for services	368,024	103,725	103,750
Total Revenues	1,485,124	1,520,250	1,520,315
EXPENDITURES			
Current:			
Instruction	92,092	79,525	79,507
Student support services	-	-	44,784
Instructional development	252,381	270,850	270,854
Instructional Staff Training services	-	-	14,040
Instructional related technology	8,907	1,275	1,269
Food services	489,050	463,500	463,499
Central services	-	-	-
Operation of plant	395,000	385,250	385,229
Maintenance of plant	-	-	-
Total current expenditures	1,237,430	1,200,400	1,259,182
Excess of revenues			
Over current expenditures	247,694	319,850	261,133
Debt service:			
Interest	-	-	566
Capital outlay:			
Other capital outlay	-	-	179,707
Total capital outlay and			
Debt service expenditures	-	-	180,273
Total expenditures	1,237,430	1,200,400	1,439,455
Excess of revenues			
Over expenditures	247,694	319,850	80,860
Other financing sources			
Transfers out	-	-	(80,860)
Net change in fund balance	247,694	319,850	-
Fund balance at beginning of year	-	-	-
Fund balance at end of year	\$ 247,694	\$ 319,850	\$ -

Notes to Budgetary Comparison Schedule

An annual budget is adopted on the modified accrual basis of accounting, consistent with generally accepted accounting principles. Amendments to the budget can only be made with the approval of the Board of Directors.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors of
Odyssey Charter School
Palm Bay, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Odyssey Charter School (the "School") as of, and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the School's basic financial statements and have issued our report thereon dated August 25, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We issued in a separate management letter dated August 25, 2016 pursuant to Chapter 10.850, Rules of the Auditor General.

Purpose of this report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
August 25, 2016

Financial Condition (continued)

assessment was based in part on representations made by management and the review of financial information provided by same. We have applied such procedures as of the fiscal year end and no deteriorating financial condition has been noted.

Transparency

Sections 10.854(1)(e)7 and 10.855(13), Rules of the Auditor General, require that we apply appropriate procedures to determine whether Odyssey Charter School maintains on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes. In Connection with our audit, we determined that Odyssey Charter School maintained on its Web site the information specified in Section 1002.33(9)(p), Florida Statutes.

Other Matters

Section 10.854(1)(e)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we have no findings and recommendation.

Section 10.854(1)(e)4., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Official Title

Section 10.854(1)(e)5., Rules of the Auditor General, requires the name or official title of the entity. The official title of the entity is Odyssey Charter School.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, School Board of Brevard County, Federal and other granting agencies, the Board of Directors, and applicable management and is not intended to be and should not be used by anyone other than these specified parties.



CERTIFIED PUBLIC ACCOUNTANTS

Coral Gables, Florida
August 25, 2016

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Odyssey Charter School

DATE: January 26, 2017

RE: Odyssey Charter School 2016-17
Amended Budget

FISCAL IMPACT

- FTE calculation based on 1,168 students (99% of projected 1,184) using current FTE 3rd calculation revenue worksheet
- Capital Outlay adjusted to reflect actuals for state distribution for 2016-17
- Partial loan repayment from Oasis and Odyssey Preparatory Academy
- OCS, Inc fee
- Wyoming bond transaction deposit

RECOMMENDATION

Motion to approve the amended 2016-17 Odyssey Charter School budget

Attachments: 1) OCS 2016-17 Amended Budget

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

ODYSSEY CHARTER SCHOOL
Operating Budget based on 1168 Students

2016-17 Amended Budget							
	Red Book Code	General Fund	Special Rev Title I, Title II	Special Rev Food Srv	Capital Projects	VPK/Enrich	Total
Revenues							
Total Federal through State Funding	3200		552,450	792,500			1,344,950
Total Revenue from State Sources	3300	7,730,920					7,730,920
Total Other State Funding	3300				342,300		342,300
Total Revenue from Local Sources	3400	334,814		114,000		265,448	714,262
Total Revenues		8,065,734	552,450	906,500	342,300	265,448	10,132,432
Expenditures							
Total Basic Instruction	5100	3,974,228	166,346				4,140,574
Total Exceptional Student Education	5200	305,982					305,982
Total Pre School Program	5500					149,408	149,408
Total Pupil Personnel Services	6100	68,410	5,165				73,575
Total Instructional Media Services	6200	3,600					3,600
Total Instruction and Curriculum Development Services	6300		305,588				305,588
Total Instructional Staff Training Services	6400		42,672				42,672
Total Instructional Related Technology	6500	165,620	32,680				198,300
Total School Administration	7300	1,623,838					1,623,838
Facilities Acquisition and Construction	7400	2,000					2,000
Total Fiscal Services	7500	115,510					115,510
Total Food Services	7600			906,500			906,500
Total Pupil Transportation Services	7800	352,522					352,522
Total Operation of Plant	7900	794,698			147,900		942,598
Total Maintenance of Plant	8100	129,160					129,160
Total Community Services	9100					107,648	107,648
Total Debt Service	9200	116,600			194,400		311,000
Total Expenditures		7,652,167	552,450	906,500	342,300	257,055	9,710,472
Excess of Revenues over Expenditures		413,567				8,393	421,959
Less Depreciation Exp		(437,000)					(437,000)
Excess of Revenue Net of Depreciation Exp		(23,433)					(15,041)
Loan Repayment - OPA		5,000					5,000
Loan Repayment - Oasis		75,000					75,000
Total Fund Balance July 1, 2016 (Cash \$1,051,000)	2800	3,839,587					3,839,587
Fund Balance June 30, 2017 (Cash 1,393,709)	2700	3,895,154	0	0	0	8,393	3,904,546

Jr/Sr Capital Projects	
Purchase 1 lockable outdoor sheds (\$3500 x 1)	3,500.00
Glass front custom shelving in Science lab @ \$900	900.00
Band Room Remodel	9,400.00
AED	750.00
Chairiot Floor Scrubber	2,850.00
Pressure Washer	250.00
Washer and Dryer	1,000.00
Leased Computers	6,000.00
Leased Server	1,600.00
Leased Band Equipment	3,500.00
Leased Pads (For Lower)	4,300.00
Bus Payment	34,400.00
Total Capital Projects	68,150.00

Elementary Capital Projects	
Bus Payment	51,600
Camera System & Cameras	25,000
Furniture Fixtures & Equip	19,100
Lease Purchase for Computer Lab/Server	10,000
LED Sign - Full Color	21,000
Lightening Protection	6,000
Sound Proofing for Music Room	10,000
Total	91,100

Budget Assumptions	
Student Enrollment 99% of 1,184	
Maintaining a 2% Fund Balance	154,918
Medical Benefits Increased 3.5%	
Pay for Performance based on \$1,500 Eff and \$2,000 Highly Eff	

Cash Flow Summary	
Net Revenue	(15,041)
Add Back Depr	437,000
Cash @ 06/30/2016	1,051,000
Less Capital Projects	(159,250)
Loan - OPA	5,000
Loan - Oasis	75,000
Cash @ 06/30/2017	1,393,709

~ Reimbursable bond deposit - \$100,000 upon completion of transaction ~

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: January 26, 2017
RE: Out-of-County Field Trip Request

The Odyssey Charter School 5th grade will be traveling to the Wonder Works in Orlando, FL on May 16, 2017 covering multiple science standards. The students will be traveling via charter bus.

FISCAL IMPACT

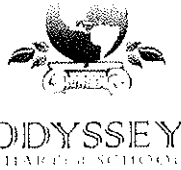
None

RECOMMENDATION

Motion to approve the Odyssey Charter School 5th grade out-of-county field trip to Wonder Works in Orlando, FL.

Attachments: 1) Field trip request form

cg



RECEIVED
BY: [Signature]

Field Trip Request Form

Teacher Name(s): M. L. [Signature] Date of Request: 12/11/16

Field Trip Date: 5/16/17 Field Trip Times: 8:30 am/pm to 3:30 am/pm

Destination: Wendover Lakes City: Columbia Tn

Distance From School: 50mi Phone: 404-951-8500 Contact: Mark Lynn [Signature]

Admission Cost for Students and Adults: \$15.00 Other Costs: \$0.00 (tolls, lunch, etc.)

If the students will be gone for lunch, where will they be eating lunch? Wendover Lakes

Mode of Transportation: Charter bus

Transportation Cost (OCS Bus \$7.50 per student minimum plus add'l costs determined by admin): \$750.00

Reason/Objective for the field trip? Field trip to Wendover Lakes

Which classes will be going? 5th grade

Total Students: 100 Total Staff: 10 Total Parent Volunteers: 10

Field trips should be requested at least 4 weeks prior to the requested field trip date for in-county field trips and 2 months prior for out-of-county field trips. Teachers should verify with the Volunteer Coordinator that all volunteers have appropriate screening. All teachers, staff and chaperones MUST ride the bus with students. ALL field trip fees must be collected and turned in at least 3 days prior to the trip date. Monies collected should be turned in to the Bookkeeper on a "monies collected" form. A school check will NOT be issued that exceeds the cost collected for admission.

[Signature] Primary Teacher Signature 12/11/16 Date

OFFICE USE ONLY:

Date Received: 12/11/2016 Received By: [Signature]

Administrative Approval: [Signature] Disapproval: _____

Routing (Initial and Copy):

_____ Asst. Principal _____ Finance Office AC Office Manager _____ Teacher

cafe _____ bus coordinator

APPROVED
JAN 26 2017
OCS, Inc.
Board of Directors

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: January 26, 2017
RE: Out-of-County Field Trip Request

The Odyssey Charter School 4th grade will be traveling to St. Augustine, FL on May 5, 2017. The students will be traveling via charter bus.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the Odyssey Charter School 4th grade out-of-county field trip to St. Augustine, FL.

Attachments: 1) Field trip request form

cg

W. Alameda County
W. Contra Costa County
W. Contra Costa County



APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

Field Trip Request Form

Teacher Name(s): Wymann/forester Service
Bernardo/Kersey Wymann Date of Request: 1/25/17

Field Trip Date: 5/5/17 Field Trip Times: 10:30 am/pm to 8:30 am/pm

Destination: Old Town Trolley Tours City: St Augustine

Distance From School: 150 Phone: 904-829-3000 Contact: Kathy Burnett

Admission Cost for Students and Adults: 90.00 Other Costs: _____ (tolls, lunch, etc.)

If the students will be gone for lunch, where will they be eating lunch? Picnic lunch (Home/School)
Pyrexia Bread Dinner

Mode of Transportation: Charter Bus Chris Vassas Inc

Transportation Cost (OCS Bus \$7.50 per student minimum plus add'l costs determined by admin): _____

Reason/Objective for the field trip? 4th grade Florida history

Which classes will be going? All 4th grade (3 classes)

Total Students: 105 Total Staff: 6 Total Parent Volunteers: 15 est

Field trips should be requested at least 4 weeks prior to the requested field trip date for in-county field trips and 2 months prior for out-of-county field trips. Teachers should verify with the Volunteer Coordinator that all volunteers have appropriate screening. All teachers, staff and chaperones MUST ride the bus with students. ALL field trip fees must be collected and turned in at least 3 days prior to the trip date. Monies collected should be turned in to the Bookkeeper on a "monies collected" form. A school check will NOT be issued that exceeds the cost collected for admission.

Adriana Bernarde
Primary Teacher Signature

1-25-17
Date

OFFICE USE ONLY:			
Date Received: <u>1/25/2017</u>	Received By: <u>W. Olden</u>		
Administrative Approval: <u>MM</u>	Disapproval: _____		
Routing (Initial and Copy):			
Asst. Principal: _____	Finance Office: _____	Office Manager: _____	Teacher: _____
<u>cafe</u>	<u>bus</u>		

1/26/17 Board approval

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: January 26, 2017
RE: Out-of-County Field Trip Request

The Odyssey Charter School Summer Camp will be traveling to Disney's Animal Kingdom in Orlando, FL on June 16, 2017. The students will be traveling via charter bus.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the Odyssey Charter School 1st grade out-of-county field trip to Disney's Animal Kingdom in Orlando, FL.

Attachments: 1) Field trip request form

cg

- In-County Trip
 - Out-of-County Trip
 - Overnight Trip
- (Check all that apply)



APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

Field Trip Request Form

Teacher Name(s): Ann White Date of Request: 1/13/17
 Field Trip Date: 1/16/17 Field Trip Times: 8:30 am to 5:30 pm
 Destination: Benary's Animal Kingdom City: Orlando
 Distance From School: 96 Phone: (407) 222-6001 Contact: Lindsey Truock
 Admission Cost for Students and Adults: \$62.00 Other Costs: N/A (tolls, lunch, etc.)
 If the students will be gone for lunch, where will they be eating lunch? In the park provided
 Mode of Transportation: Chlor R. Vava, Inc. Bus (12)
 Transportation Cost (Will be determined by administration): \$116.19
 Reason/Objective for the field trip? Wildlife Explorer program
 Which classes will be going? Calypso's Animal Adventure / Summer Camp
 Total Students: 40 Total Staff: 10 Total Parent Volunteers: _____
 Ages: 5-12

***All Field Trip Request Forms are to be given to the Principal for approval.** Field trips should be requested at least 4 weeks prior to the requested field trip date for in-county field trips and 2 months prior for out-of-county field trips, which must be approved by the OCS Board of Directors. Teachers should verify at least 7 days in advance with the Volunteer Coordinator that all volunteers have appropriate screening. All teachers and staff MUST ride the bus with students. Chaperones may ride the bus when space is available. ALL field trip fees must be collected and turned in at least 7 days prior to the trip date. Monies collected should be turned in daily to the Bookkeeper on a "monies collected" form. A school check will NOT be issued that exceeds the cost collected for admission.

Ann White _____
 Primary Teacher Signature Date

OFFICE USE ONLY:

Date Received: 1/12/17 Principal Signature: W. D. D.
 Administrative Approval: WN Disapproval: _____ Board Approval (if applicable): 1/26/17
 Date

Routing (Initial):

_____ Principal (approval)
 _____ Office Manager (copies to teacher, bus supervisor, front desk, finance office, cafe)
 _____ OCS Board Secretary (if out-of-county or overnight travel for OCS Board Approval)
 _____ *Original to Finance Office

MEMORANDUM

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Cindy Gilmore, Green Apple School Management
REQUESTING SCHOOL: Odyssey Charter School
DATE: January 26, 2017
RE: Out-of-Field Teachers

Miriam Kalmewicki will be teaching out-of-field in ESOL, and Matthew Polk will be teaching out-of-field in ESOL for the 2016-2017 school year, and Social Studies 5-9.

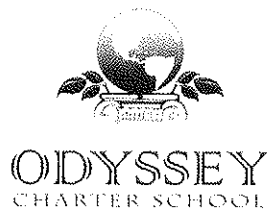
FISCAL IMPACT

none

RECOMMENDATION

Motion to approve the aforementioned teachers to teach out-of-field for the 2016-2017 school year.

cg



APPROVED

JAN 26 2017

ODS, Inc.
Board of Directors

January 26, 2017

MEMORANDUM

TO: Brevard County School District
Budgeting, Cost Accounting & FTE
Karen Strickland, Director, Budgets & Reporting

FROM: Monica Knight, PhD and Wendi Nolder, MEd.
Site Administrators, Odyssey Charter School

SUBJECT: School Recognition Funding Budget

Consensus was reached by the School Teachers/Staff and the School Advisory Council on the expenditure of the school recognition funds on January 24, 2017 and was approved by our Board on January 26, 2017.


Please be advised that our School Recognition Award will be budgeted as follows:

100.xxxx.000565.5100.126.xxx 80% - Bonus Money
100.xxxx.000565.5100.220.xxx 20% - Materials/Resources/Supplies/Technology

Copy:
Choices Office

Committed to academic excellence and the education of the whole child





Odyssey
Preparatory Academy

BUSINESS

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Odyssey Preparatory Academy

DATE: January 26, 2017

RE: Monthly Financial Reports

As prescribed in Florida Statute, 1002.33, charter schools are required to provide monthly financial statements to the sponsor. These reports are provided to the Brevard County School District on a monthly basis. Financial reports must have board approval and are accordingly submitted to the governing body of Odyssey Preparatory Academy for approval.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the November 2016 Monthly Financial Report for Odyssey Preparatory Academy.

Attachments: 1) 2016-2017 November Financial Report

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

**Charter School Monthly/Quarterly Financial Reports
Submitted to the Brevard County School Board**

Submitted By:

MSID Number:

Completion Date:

Reporting Period:

Is this a revision? Yes No

Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Month or Quarter Ended and For the Year Ending Year to Date Through November 30, 2016

FTE Projected 3.15 001
 FTE Actual 3.24 001

102.86% % Percent of Projected

Account Number	General Fund			Special Revenue Fund				
	Month Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
REVENUES								
<i>Federal sources:</i>								
Federal direct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Federal through state and local	0.00	0.00	0.00	0.00	27,172.24	131,799.46	341,170.00	38.63%
<i>State sources:</i>								
FEPP	146,745.00	748,898.00	1,808,987.00	41.38%	0.00	0.00	0.00	0.00
Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Class size reduction	33,852.00	170,928.00	420,000.00	40.70%	0.00	0.00	0.00	0.00
School recognition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other state revenue	0.00	5,089.02	0.00	0.00	0.00	0.00	0.00	0.00
<i>Local sources:</i>								
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Local capital improvement tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other local revenue	40,180.24	94,600.15	153,665.00	61.57%	1,008.36	4,365.94	9,000.00	48.51%
Total Revenues	220,683.24	1,019,224.17	2,382,652.00	42.78%	28,180.60	136,165.40	350,170.00	38.89%
EXPENDITURES								
<i>Current Expenditures:</i>								
Instruction	113,082.55	491,426.65	1,229,637.00	39.97%	3,487.71	24,441.70	61,330.00	39.86%
Instructional support services	6,388.78	30,691.38	75,581.00	48.55%	13,581.82	58,109.68	124,830.00	46.54%
Board	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
School administration	45,302.94	189,892.28	574,271.00	33.07%	0.00	0.00	0.00	0.00
Facilities and acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fiscal services	5,583.27	9,172.63	35,934.00	25.53%	0.00	0.00	0.00	0.00
Food services	0.00	0.00	0.00	0.00	36,130.28	101,129.19	164,000.00	61.66%
Central services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pupil transportation services	0.00	13,084.00	94,930.00	13.78%	0.00	0.00	0.00	0.00
Operation of plant	17,871.04	119,589.73	333,937.00	51.12%	0.00	0.00	0.00	0.00
Maintenance of plant	0.00	3,261.07	8,402.00	40.00%	0.00	0.00	0.00	0.00
Administrative technology services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Community services	8,238.92	27,936.50	37,521.00	74.43%	0.00	0.00	0.00	0.00
Debt service	11,366	294.00	5,000.00	5.98%	0.00	0.00	0.00	0.00
Total Expenditures	184,211.60	891,332.22	2,294,918.00	38.81%	43,219.81	183,680.57	350,170.00	52.45%
Excess (Deficiency) of Revenues Over Expenditures	36,471.64	127,888.95	87,734.00	145.77%	-15,039.21	-47,515.17	0.00	0.00
OTHER FINANCING SOURCES (USES)								
Transfers in	0.00	0.00	0.00	0.00	15,039.21	47,515.17	0.00	0.00
Transfers out	-15,039.21	-47,515.17	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources (Uses)	-15,039.21	-47,515.17	0.00	0.00	15,039.21	47,515.17	0.00	0.00
Net Change in Fund Balances	21,432.40	80,373.78	87,734.00	91.61%	0.00	0.00	0.00	0.00
Fund balances, beginning	103,149.20	44,207.82	44,207.82	100.00%	0.00	0.00	0.00	0.00
Adjustment to beginning fund balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balances, Beginning as Restated	103,149.20	44,207.82	44,207.82	100.00%	0.00	0.00	0.00	0.00
Fund Balances, Ending	124,581.60	124,581.60	131,941.82	94.42%	0.00	0.00	0.00	0.00
PLEASE ASSURE THESE BALANCES ARE ALL ZERO								
Current Fund Balance at End of Month equals the Total Fund Balance on the Balance Sheet								

0.00

0.00

Debt Service Fund			Capital Outlay Fund			Total Governmental Funds					
Month/Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27,172.24	131,799.46	341,170.00	38.63%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	146,945.00	748,598.00	1,808,987.00	41.38%
0.00	0.00	0.00	0.00	7,870.61	39,447.61	114,975.00	34.31%	7,870.61	39,447.61	114,975.00	34.31%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33,552.00	170,928.00	420,000.00	40.70%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,089.02	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	41,194.57	98,972.09	162,665.00	60.84%
0.00	0.00	0.00	0.00	7,870.61	39,447.61	114,975.00	34.31%	286,734.42	1,194,834.18	2,847,797.00	41.96%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118,575.26	515,868.33	1,290,957.00	39.96%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,196.07	94,801.06	200,431.00	47.30%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	45,702.91	189,892.28	574,271.00	33.07%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,383.27	9,172.63	35,934.00	25.53%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,150.28	101,129.19	164,000.00	61.66%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13,084.00	94,930.00	13,788%
0.00	0.00	0.00	0.00	7,870.61	39,447.61	114,975.00	34.31%	25,741.65	159,037.34	348,912.00	45.58%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,250.07	8,107.00	40.09%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,238.92	27,926.50	37,521.00	74.43%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	113.66	299.00	5,000.00	5.98%
0.00	0.00	0.00	0.00	7,870.61	39,447.61	114,975.00	34.31%	235,302.02	1,114,460.40	2,760,063.00	40.38%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,432.40	80,373.78	87,734.00	91.61%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15,039.21	47,515.17	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-15,039.21	-47,515.17	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21,432.40	80,373.78	87,734.00	91.61%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103,149.20	44,207.82	44,207.82	100.00%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	103,149.20	44,207.82	44,207.82	100.00%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124,581.60	124,581.60	131,941.82	94.43%

0.00

0.00

0.00

NOTES TO FINANCIAL STATEMENTS
Odyssey Preparatory Academy
MSID Number: 6541
Year to Date Through November 30, 2016

The requirements for the notes to the financial statements are codified in Section 2300 of the Codification of Governmental Accounting and Financial Reporting Standards published by the Governmental Accounting Standards Board. The Charter school is encouraged to use the notes to the financial statements from the prior fiscal year audit as a guide for the current year's notes for consistency in the financial statement presentation.

Note 1: State of Florida Revenues Received Through the District

The school receives some of its Federal and State of Florida revenues for current operations through the District. Listed on the following page is Schedule 1, which contains the details of these year to date revenues received.

Note 2: Other Revenue

Other year to date revenues received from federal and local sources are located in Schedule 2 on the following page.

Note 3: Due to/(from) Management Company

The management company is responsible to organize, develop and manage the school operations based on contract negotiations between the charter school and the management company. The fees charged by the management company are negotiated under the contract. Based on contract terms, the management company may also enter into agreements for additional services for which the school is expected to pay. Please see Schedule 3 on the following page for details of the management fees, accumulated contributions, and operating costs provided by the management company.

In addition to the information included in Schedule 3, there are other agreements such as facilities use agreements for buildings and/or building rentals paid for by the school. The details of those facilities agreements and any other agreements (not already defined) are listed below.

- 1 The school receives Food and Transportation Services from Odyssey Charter School. Fees are related to the source receipts of the School for FY 2017. Such costs paid totaled \$84,002.5 through 10/31/2016
- 2 The Facility is shared with Odyssey Upper School, building rent paid to an unrelated party is divided between the two schools based on student head counts. As of 11/30/2016 rent expense was \$81,145.83.

Note 4: Long Term Debt

1) At the beginning of this FY the school's total principal amount on all outstanding long term debt was \$40,000.00 and the school increased its long term debt during this FY through additional borrowing in the amount of \$0.00

Details of each outstanding loan are as follows:

Loan Source	Loan Amount	Date Incurred	Length of Loan	First Payment Date	Payment Frequency	Payment Amount	Total Current FY Principal Pmts	Total Current FY Interest Pmts
Example: FL School Loan Fund	\$100,000.00	07/15/16	36 months	09/01/16	monthly	\$2,861.11	\$25,000.00	\$3,611.00
Loan from Odyssey Charter School Inc	\$413,000.00	07/01/13	Revolving	06/30/14	varies	\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00

\$0.00 **Please assure this balance is zero.** \$0.00

Note 5: Short Term Debt*

1) At the beginning of this fiscal year, the school had \$4,122.00 of principal outstanding in short term debt (due during the current fiscal year). The school has increased its short term debt during this FY through additional borrowing in the amount of \$0.00

*short term debt refers to any debt due during this fiscal year, either from long term debt or short term debt.

NOTES TO FINANCIAL STATEMENTS
Odyssey Preparatory Academy
MSID Number: 6541
Year to Date Through November 30, 2016

Schedule for Note 1	
	Amounts
YTD Revenues received from Federal and State of FL through Brevard School Board	
Base funding	612,362.00
Class size reduction	170,928.00
Declining enrollment	0.00
Discretionary compression	13,819.00
Discretionary lottery	0.00
Discretionary millage	47,662.00
Exceptional student education guaranteed allocation	39,488.00
Instructional materials allocation	9,638.00
Library media allocation	622.00
State stabilization	0.00
Safe schools	2,972.00
School recognition	0.00
Supplemental academic instruction	37,184.00
Teacher classroom supply assistance program	5,089.02
Transportation	21,709.00
Merit award	0.00
Less: Administrative fee	-36,858.00
Subtotal-Year To Date	924,615.02
Capital outlay	39,447.00
Title I special revenue	46,827.37
Title II	6,535.43
HMFA	7,518.12
Other (please list)	0.00
Total Received From State (Through School Board) Year to Date	1,024,942.94

Schedule for Note 2	
YTD Revenues from sources other than State of Florida (via School Board)	
Contribution from management company	0.00
Other contributions	0.00
National school lunch program	70,918.54
Preschool Programs	30,235.88
School Age Childcare fees	31,890.76
Other income (includes addition to LI Debt of \$10,150.67 for computer lease)	32,480.12
School lunch collections	4,365.94
Total Other Revenues Received Year to Date	169,891.24

Total revenues received year to date	
Total received from State (through School Board) year to date	1,024,942.94
Total other revenues received year to date	169,891.24
Grand Total	1,194,834.18

Please assure this balance is zero.
0.00

Schedule for Note 3--Due from Management Company				
	Management Fees	Operating Costs	Accumulated Contribution	Total
Balance due to (from) management company - beginning of fiscal year	0.00	0.00	0.00	0.00
Invoiced by management company-year to date-current fiscal year (enter as positive)	92,924.99	0.00	0.00	92,924.99
Payments to management company-year to date-current fiscal year (enter as negative)	-92,924.99	0.00	0.00	-92,924.99
Contribution from management company-current fiscal year (enter as negative)	0.00	0.00	0.00	0.00
Balance Due to Management Company	0.00	0.00	0.00	0.00

CHARTER SCHOOL QUESTIONNAIRE
Odyssey Preparatory Academy
MSID Number: 6541
Year to Date Through November 30, 2016

Revenues & Expenditures		Yes	No	Comments:
1	Does the school's monthly financial report include all funds received during the reporting period?	X		
2	Does the school have any outstanding payments (currently due and payable) aged more than 45 days?	X		Total of \$625.00 on disputed items.
3	Does the school have any outstanding checks older than 180 days outstanding?	X		2 checks totaling \$12,722. management trying to locate payees, otherwise will escheat to FL.
4	Are all expenditures approved by the appropriate level of authority?	X		
5	Has any expenditure exceeded the annual budget amount during the reporting period? If yes, please provide an explanation of each.		X	

Assets & Liabilities		Yes	No	Comments:
6	Are all balance sheet accounts reconciled and reviewed by the appropriate party for adjustments to the general ledger during this reporting period?	X		
7	Have any additional loans (short term or long term) been executed during this reporting period?	X		The School executed a 48 month lease agreement totaling \$12,529.36 for computers and projectors.

General		Yes	No	Comments:
8	Were there any fraudulent events (either material or non material in dollars) that occurred during the reporting period?		X	
9	Were there any extraordinary or unusual events that occurred that could impact the operations and/or funding of your school?		X	
10	Was there any change in personnel who produce the financial reports for your school or in the executive management during this reporting period?		X	
11	Are all of the balances zero at the bottom of the Balance Sheet? If no, please correct the report before submitting it to the District.	X		
12	Are all of the balances zero at the bottom of the Statement of Rev-Exp? If no, please correct the report before submitting it to the District.	X		
13	Is the balance zero for Note 4? If no, please correct the note before submitting it to the District.	X		
14	Is the balance zero for the Schedule for Note 2? If no, please correct the schedule before submitting it to the District.	X		

Additional Information
Please note: Utilities expenses are included in Function 7900 and Object code 300.
Please note: All short term debt (copier lease) for the current year relates to prior year long term debt which is now current (due this fiscal year).
Please note: all debt service amounts relate to interest expense.
Please note: The \$40,000 Long term debt balance is the balance on a \$100K promissory note with Odyssey Charter School dated 6/4/13 and can be repaid at anytime with no interest. The note matures on 6/30/18.

Mike Hless, CPA on behalf of Management of the School
Preparer's Printed Name

Mike Hless, CPA
Preparer's Signature

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Odyssey Preparatory Academy

DATE: January 26, 2017

RE: Odyssey Preparatory Academy 2016-17
Amended Budget

FISCAL IMPACT

- FTE calculation based on 319 students (97% of projected 330) using current FTE 3rd calculation revenue worksheet
- Capital Outlay adjusted to reflect actual state distribution for 2016-17
- Partial loan repayment to Odyssey Charter School
- OCS, Inc fee

RECOMMENDATION

Motion to approve the amended 2016-17 Odyssey Preparatory Academy budget

Attachments: 1) OPA 2016-17 Amended Budget

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

ODYSSEY PREPARATORY ACADEMY
Operating Budget - Based on 319 Students

2016-17 AMENDED BUDGET									
Revenues	Red Book Code	General Fund	Special Rev Title I & Title II	Special Rev Cap Outlay	Special Rev Food Svc	VPK Enrichment	Total		
Total Federal through State Funding	3200	-	186,170	-	216,560	-	402,730		
Total Revenues from State Sources	3300	2,214,745	-	-	-	-	2,214,745		
Total Other State Funding	3300	-	-	111,650	-	-	111,650		
Total Revenue from Local Sources	3400	57,215	-	-	9,000	117,146	183,361		
Total Revenues		2,271,960	186,170	111,650	225,560	117,146	2,912,486		
Expenditures									
Total Basic Instruction	5100	1,019,954	73,801	-	-	-	1,093,755		
Total ESE	5200	74,118	-	-	-	-	74,118		
Total Instruction	5000	1,094,072	73,801	-	-	-	1,167,873		
Total Pre-School Program	5500	-	-	-	-	76,013	76,013		
Total Pupil Personnel Services	6100	13,460	2,500	-	-	-	15,960		
Total Instructional Media Services	6200	22,440	-	-	-	-	22,440		
Total Instr and Curriculum Development Services	6300	-	103,410	-	-	-	103,410		
Total Instructional Staff Training Services	6400	17,541	6,459	-	-	-	24,000		
Total Instructional Related Technology	6500	48,700	-	-	-	-	48,700		
Total School Administration	7300	624,675	-	-	-	-	624,675		
Total Facilities Acquisition and Construction	7400	-	-	-	-	-	-		
Total Fiscal Services	7500	30,250	-	-	-	-	30,250		
Total Food Services	7600	-	-	-	225,560	-	225,560		
Total Pupil Transportation Services	7800	87,371	-	-	-	-	87,371		
Operation of Plant	7900	229,820	-	111,650	-	-	341,470		
Total Maintenance of Plant	8100	7,000	-	-	-	-	7,000		
Total Community Services	9100	-	-	-	-	41,133	41,133		
Total Expenditures		2,175,328	186,170	111,650	225,560	117,146	2,815,854		
Excess of Revenues over Expenditures		96,632	0	0	0	0	96,632		
Less Depreciation Exp		(83,000)					(83,000)		
Excess of Revenue Net of Depreciation Exp		13,632					13,632		
Total Fund Balance July 1, 2016 (Cash @ 06/30/2016)	2800	265,345					265,345		
Fund Balance June 30, 2017	2700	278,977	0	0	0	0	292,609		

Budget Assumptions	
Student Enrollment 97% of 330	
Maintaining a 2% Fund Balance	\$44,294.90
1st Year Capital Outlay	
Medical Benefits increase 3.5%	
Pay for Performance based on \$1,500 Eff and \$2,000 Highly Eff	

Cash Flow Summary	
Net Revenue	13,632
Add back Depr	83,000
Cash @ 06/30/2016	25,495
Loan Payment	(5,000)
Cash Balance	117,127
Less Capital	0
Cash @ 06/30/2017	117,127

Capital Projects	
Chariot Floor Scrubber	2,850
Pressure Washer	250
Washer Dryer	1,000
Calming Colors Carpet	5,900
Wait Waterfountain	2,560
Leased Computers/iPads	3,300
Intervention Room	5,900
Total	21,760

APPROVED

MEMORANDUM

JAN 26 2017

CCS, Inc.
Board of Directors

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Cindy Gilmore, Green Apple School Management

REQUESTING SCHOOL: Odyssey Preparatory Academy

DATE: January 26, 2017

RE: Out-of-County Field Trip Request

The Odyssey Charter School 4th grade will be traveling to St. Augustine, FL on May 5, 2017. The students will be traveling via charter bus.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the Odyssey Preparatory Academy 4th grade out-of-county field trip to St. Augustine, FL.

Attachments: 1) Field trip request form

cg



APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

January 22, 2016

MEMORANDUM

TO: Karen Strickland
Director, Budgeting, Cost Accounting & FTE
Stephanie Archer
Director, Office of School Choice

FROM: Rachel Roberts
Site Administrator
Odyssey Preparatory Academy

SUBJECT: School Recognition Consensus

Consensus was reached by the school's staff (teachers, administrators, and support staff) and the School Advisory Council (SAC) on expenditure of the school recognition funds on January 18, 2016. Please be advised that our School Recognition Award will be expended as follows:

Bonuses for all employee groups 80%
Which will be determined based on the following formula:

Teachers	100%
Support Staff	50%

This is a proportional share; prorated for part time employees on a proportional basis.

The dollar value will be determined at the time of the award notification.

Classroom Supplies to be Purchased: laminator and classroom tablets

Classroom Supplies 20%

Copy: OPA Head of Schools; Director of School Choice



Preparatory
Academy

Business

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Oasis Preparatory Academy

DATE: January 26, 2017

RE: Monthly Financial Reports

As prescribed in Florida Statute, 1002.33, charter schools are required to provide monthly financial statements to the sponsor. These reports are provided to the Orange County School District on a monthly basis. Financial reports must have board approval and are accordingly submitted to the governing body of Oasis Preparatory Academy for approval.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the November 2016 Monthly Financial Report for Oasis Preparatory Academy.

Attachments: 1) 2016-2017 November Financial Report

APPROVED

Oasis Preparatory Academy with MSID Number 0192
 Orange County, Florida
 Balance Sheet (Unaudited)
 November 30, 2016

JAN 26 2017
 OCS, Inc.
 Board of Directors

	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
ASSETS						
Cash and cash equivalents	1110	\$ 82,543.17	\$ 11,828.72	\$ -	\$ -	\$ 94,371.89
Investments	1160					
Grant receivables	1130		39,611.12			39,611.12
Other current assets	12XX	11,622.00				11,622.00
Deposits	1210	4,000.00				4,000.00
Due from other funds	1140	51,439.84				51,439.84
Other long-term assets	1400					
Total Assets		\$ 149,605.01	\$ 51,439.84	\$ -	\$ -	\$ 201,044.85
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120					
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	\$ 12,611.60	\$ 51,439.84	\$ -	\$ -	\$ 64,051.44
Deferred revenue	2410					
Notes/bonds payable	2180, 2250, 2310, 2320					
Lease payable	2315					
Other liabilities	21XX, 22XX, 23XX					
Total Liabilities		12,611.60	51,439.84	-	-	64,051.44
Fund Balance						
Nonspendable	2710					
Restricted	2720	15,622.00				15,622.00
Committed	2730					
Assigned	2740					
Unassigned	2750	121,371.41	-			121,371.41
Total Fund Balance		136,993.41	-	-	-	136,993.41
TOTAL LIABILITIES AND FUND BALANCE		\$ 149,605.01	\$ 51,439.84	\$ -	\$ -	\$ 201,044.85

Debt Service				Capital Outlay				Total Governmental Funds			
Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ 8,238.57	\$ 87,370.13	\$ 246,000.00	36%
-	-	-	-	-	-	-	-	58,394.35	491,798.67	1,383,781.00	36%
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	3,190.00	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	2,850.62	27,764.22	12,500.00	222%
-	-	-	-	-	-	-	-	70,483.54	610,123.02	1,642,281.00	37%
-	-	-	-	-	-	-	-	29,917.27	261,432.76	769,233.00	34%
-	-	-	-	-	-	-	-	10,197.22	59,942.01	89,400.00	67%
-	-	-	-	-	-	-	-	9,623.25	113,073.47	326,153.00	35%
-	-	-	-	-	-	-	-	1,913.19	5,160.35	16,608.00	31%
-	-	-	-	-	-	-	-	9,820.77	76,045.23	128,000.00	59%
-	-	-	-	-	-	-	-	12,432.17	78,311.03	243,855.00	32%
-	-	-	-	-	-	-	-	196.75	6,053.75	11,000.00	55%
-	-	-	-	-	-	-	-	879.03	4,377.99	-	-
-	-	-	-	-	-	-	-	(1,039.00)	37.00	-	-
-	-	-	-	-	-	-	-	73,940.65	604,433.59	1,584,249.00	38%
-	-	-	-	-	-	-	-	(3,457.11)	5,689.43	58,032.00	10%
-	-	-	-	-	-	-	-	29,350.00	(30,000.00)	-	-
-	-	-	-	-	-	-	-	9,749.77	53,596.73	-	-
-	-	-	-	-	-	-	-	(9,749.77)	(53,596.73)	-	-
-	-	-	-	-	-	-	-	29,350.00	(30,000.00)	-	-98%
-	-	-	-	-	-	-	-	(3,457.11)	35,039.43	28,032.00	125%
-	-	-	-	-	-	-	-	140,450.52	101,953.98	101,953.98	100%
-	-	-	-	-	-	-	-	140,450.52	101,953.98	101,953.98	100%
\$ -	\$ -	\$ -	%	\$ -	\$ -	\$ -	%	\$ 136,993.41	\$ 136,993.41	\$ 129,995.98	105%

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Oasis Preparatory Academy

DATE: January 26, 2017

RE: Oasis Preparatory Academy 2016-17
Amended Budget

FISCAL IMPACT

- FTE calculation based on 151 students (72% of projected 210) using current FTE 3rd calculation revenue worksheet
- Partial loan repayment to Odyssey Charter School
- Recoverable Grants
- OCS, Inc fee

RECOMMENDATION

Motion to approve the amended 2016-17 Oasis Preparatory Academy budget

Attachments: 1) Oasis 2016-17 Amended Budget

OASIS Preparatory Academy - Orlando
Operating Budget - Based on 151 Students

1/25/2017

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

Revenues	Red Book Code	General Fund	Special Rev Title I	Special Rev Impl Grant	Special Rev Food Svc	Total
Total Federal through State Funding	3200	-	118,000	-	157,400	275,400
Total Revenues from State Sources	3300	1,013,692	-	-	-	1,013,692
Total Other State Funding	3300	66,761	-	-	-	66,761
Total Revenue from Local Sources	3400	99,725	-	-	-	99,725
Total Revenues		1,180,178	118,000	-	157,400	1,455,578
Total Basic Instruction	5100	607,767	39,614	-	-	647,381
Total ESE	5200	5,500	-	-	-	5,500
Total Instruction	5000	613,267	39,614	-	-	652,881
Total Pupil Personnel Services	6100	500	19,152	-	-	19,652
Total Instructional Media Services	6200	250	-	-	-	250
Total Instr and Curriculum Development Services	6300	-	55,659	-	-	55,659
Total Instructional Staff Training Services	6400	14,700	-	-	-	14,700
Total Instructional Related Technology	6500	17,500	3,575	-	-	21,075
Total School Administration	7300	312,975	-	-	-	312,975
Total Facilities Acquisition and Construction	7400	-	-	-	-	-
Total Fiscal Services	7500	14,712	-	-	-	14,712
Total Food Services	7600	-	-	-	157,400	157,400
Total Pupil Transportation Services	7800	-	-	-	-	-
Operation of Plant	7900	188,220	-	-	-	188,220
Total Maintenance of Plant	8100	8,500	-	-	-	8,500
Community Services	9100	-	-	-	-	-
Total Expenditures		1,170,624	118,000	-	157,400	1,446,024
Excess of Revenues over Expenditures		9,554	0	0	0	9,554
Less Depreciation Exp		(85,000)				(85,000)
Excess of Revenues Net of Depreciation		(75,446)				(75,446)
Total Fund Balance July 1, 2016 (\$97,961 Cash)	2800	315,053	0	0	0	315,053
Fund Balance June 30, 2017 (22,235)	2700	239,607	0	0	0	239,607

Budget Assumptions
Based on 70% of 210 student enrollment
2015-16 Only - Effectiveness Rating = \$2,000 eff \$2,250 highly eff
Teacher Retention Stipend

Capital Projects	
iPads Site Admin Eval & LLI	5,850.00
Add a flagpole and circle at new entry	1,000.00
Garden area	5,000.00
School Sign	1,000.00
Misc	1,000.00
Construction - removal of selected classroom walls (\$500)	500.00
Cage for PE Equipment - lockable area (Montessori Shelves)	1,250.00
Total	15,600.00

Cash Flow Summary	
Net Revenue	175,446
Acid Dep	85,000
Cash	9,554
Capital Proj	(14,500)
Cash @ 06/30/2016	97,961
Less Loan Payment	(75,000)
Loans Grant	5,000
Total Cash Balance	21,915

GAM Recoverable Grant	
MacGivrey	8,000
Wilson Language	15,875
Management Fees	25,000
Total	48,875

Mills Recoverable Grant	
Rent	25,000
Total	25,000

FTE October = 165
FTE Estimate for February = 137
Student Projection Average for Year = 151



Brevard

BUSINESS

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors

FROM: Beth Crist, Green Apple School Management

REQUESTING SCHOOL: Orion Preparatory Academy-Brevard

DATE: January 26, 2017

RE: Monthly Financial Reports

As prescribed in Florida Statute, 1002.33, charter schools are required to provide monthly financial statements to the sponsor. These reports are provided to the Brevard County School District on a monthly basis. Financial reports must have board approval and are accordingly submitted to the governing body of Orion Preparatory Academy-Brevard for approval.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the November 2016 Monthly Financial Report for Orion Preparatory Academy-Brevard.

Attachments: 1) 2016-2017 November Financial Report

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

**Charter School Monthly/Quarterly Financial Reports
Submitted to the Brevard County School Board**

Submitted By:

MSID Number:

Completion Date:

Reporting Period:

Is this a revision? Yes No

Governmental Accounting Standards Board (GASB) Monthly/Quarterly Financial Form
Orion Preparatory School with **MSID Number: 6542**

Brevard County, Florida
Balance Sheet (Unaudited)

November 30, 2016

ASSETS	Account Number	General Fund	Special Revenue Fund	Debt Service Fund	Capital Outlay Fund	Total Governmental Funds
Cash and cash equivalents	1110	0.00	0.00	0.00	0.00	0.00
Investments	1160	0.00	0.00	0.00	0.00	0.00
Grant receivables	1130	0.00	0.00	0.00	0.00	0.00
Other current assets	12XX	0.00	0.00	0.00	0.00	0.00
Deposits	1210	0.00	0.00	0.00	0.00	0.00
Due from other funds	1140	0.00	0.00	0.00	0.00	0.00
Other long-term assets	1400	0.00	0.00	0.00	0.00	0.00
Total Assets		0.00	0.00	0.00	0.00	0.00
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	0.00	0.00	0.00	0.00	0.00
Salaries, benefits and payroll taxes payable	2110, 2170, 2330	0.00	0.00	0.00	0.00	0.00
Deferred revenue	2410	0.00	0.00	0.00	0.00	0.00
Notes/bonds payable	2180, 2250, 2310, 2320	0.00	0.00	0.00	0.00	0.00
Lease payable	2315	0.00	0.00	0.00	0.00	0.00
Other liabilities	21XX, 22XX, 23XX	0.00	0.00	0.00	0.00	0.00
Total Liabilities		0.00	0.00	0.00	0.00	0.00
Fund Balance						
Nonspendable	2710	0.00	0.00	0.00	0.00	0.00
Restricted	2720	0.00	0.00	0.00	0.00	0.00
Committed	2730	0.00	0.00	0.00	0.00	0.00
Assigned	2740	0.00	0.00	0.00	0.00	0.00
Unassigned	2750	0.00	0.00	0.00	0.00	0.00
Total Fund Balance		0.00	0.00	0.00	0.00	0.00
TOTAL LIABILITIES AND FUND BALANCE		0.00	0.00	0.00	0.00	0.00
Notes/Comments/Explanations:						
PLEASE ASSURE THESE BALANCES ARE ALL ZERO						
Total Assets equal Total Liabilities and Fund Balance		0.00	0.00	0.00	0.00	0.00
Total Fund Balance equals Fund Balances, ending on the						
Statement of Rev. Exp. and Changes in Fund Bal		0.00	0.00	0.00	0.00	0.00

Orion Preparatory School with MSID Number: 6542
 Brevard County, Florida
 Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Month or Quarter Ended and For the Year Ending November 30, 2016

FTE Projected 0.00
 FTE Actual 0.00

#D/Y/0: % Percent of Projected

Account Number	General Fund			Special Revenue Fund				
	Month Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
REVENUES								
<i>Federal sources:</i>								
Federal direct	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Federal through state and local	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>State sources:</i>								
FEET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Class size reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
School recognition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other state revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<i>Local sources:</i>								
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Local capital improvement tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other local revenue	0.00	10,466.50	0.00	0.00	0.00	0.00	0.00	0.00
Total Revenues	0.00	10,466.50	0.00	0.00	0.00	0.00	0.00	0.00
EXPENDITURES								
<i>Current expenditures:</i>								
Instruction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Instructional support services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Board	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
School administration	0.00	8,045.50	0.00	0.00	0.00	0.00	0.00	0.00
Facilities and acquisition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fiscal services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Food services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Central services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pupil transportation services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operation of plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance of plant	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative technology services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Community services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Debt service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	0.00	8,045.50	0.00	0.00	0.00	0.00	0.00	0.00
Excess (Deficiency) of Revenues Over Expenditures	0.00	2,421.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER FINANCING SOURCES (USES)								
Transfers in	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers out	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Other Financing Sources (Uses)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Change in Fund Balances	0.00	2,421.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund balances, beginning	0.00	2,421.00	0.00	0.00	0.00	0.00	0.00	0.00
Adjustment to beginning fund balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balances, Beginning as Restated	0.00	2,421.00	0.00	0.00	0.00	0.00	0.00	0.00
Fund Balances, Ending	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

PLEASE ASSURE THESE BALANCES ARE ALL ZERO
 Current Fund Balance at End of Month equals the Total Fund Balance on the Balance Sheet

0.00

0.00

NOTES TO FINANCIAL STATEMENTS

Orion Preparatory School

MSID Number: 6542

November 30, 2016

The requirements for the notes to the financial statements are codified in Section 2300 of the Codification of Governmental Accounting and Financial Reporting Standards published by the Governmental Accounting Standards Board. The Charter school is encouraged to use the notes to the financial statements from the prior fiscal year audit as a guide for the current year's notes for consistency in the financial statement presentation.

Note 1: State of Florida Revenues Received Through the District

The school receives some of its Federal and State of Florida revenues for current operations through the District. Listed on the following page is Schedule 1, which contains the details of these year to date revenues received.

Note 2: Other Revenue

Other year to date revenues received from federal and local sources are located in Schedule 2 on the following page.

Note 3: Due to/(from) Management Company

The management company is responsible to organize, develop and manage the school operations based on contract negotiations between the charter school and the management company. The fees charged by the management company are negotiated under the contract. Based on contract terms, the management company may also enter into agreements for additional services for which the school is expected to pay. Please see Schedule 3 on the following page for details of the management fees, accumulated contributions, and operating costs provided by the management company.

In addition to the information included in Schedule 3, there are other agreements such as facilities use agreements for buildings and/or building rentals paid for by the school. The details of those facilities agreements and any other agreements (not already defined) are listed below.

1 Enter Info (include payment amount, length of agreement, parties involved)	PLEASE
INCLUDE ADDITIONAL PAGES IF DATA DOES NOT FIT IN THIS SPACE.	
2 Enter Info (include payment amount, length of agreement, parties involved)	PLEASE
INCLUDE ADDITIONAL PAGES IF DATA DOES NOT FIT IN THIS SPACE.	

Note 4: Long Term Debt

1) At the beginning of this FY the school's total principal amount on all outstanding long term debt was \$0.00
and the school increased its long term debt during this FY through additional borrowing in the amount of \$0.00

Details of each outstanding loan are as follows.

Loan Source	Loan Amount	Date Incurred	Length of Loan	First Payment Date	Payment Frequency	Payment Amount	Total Current FY Principal Pmts	Total Current FY Interest Pmts
Example: H. School Loan Fund	\$100,000.00	07/15/16	36 months	09/01/16	monthly	\$2,861.11	\$25,000.00	\$3,611.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00
	\$0.00					\$0.00	\$0.00	\$0.00

\$0.00 **Please assure this balance is zero.**

\$0.00

Note 5: Short Term Debt*

1) At the beginning of this fiscal year, the school had \$0.00 of principal outstanding in short term debt (due during the current fiscal year). The school has increased its short term debt during this FY through additional borrowing in the amount of \$0.00

*short term debt refers to any debt due during this fiscal year, either from long term debt or short term debt.

NOTES TO FINANCIAL STATEMENTS

Orion Preparatory School
MSID Number: 6542
November 30,2016

Schedule for Note 1	
	Amounts
YTD Revenues received from Federal and State of FL through Brevard School Board	
Base funding	0.00
Class size reduction	0.00
Declining enrollment	0.00
Discretionary compression	0.00
Discretionary lottery	0.00
Discretionary millage	0.00
Exceptional student education guaranteed allocation	0.00
Instructional materials allocation	0.00
Library media allocation	0.00
State stabilization	0.00
Safe schools	0.00
School recognition	0.00
Supplemental academic instruction	0.00
Teacher classroom supply assistance program	0.00
Transportation	0.00
Merit award	0.00
Less: Administrative fee	0.00
Subtotal-Year To Date	0.00
Capital outlay	0.00
Title I special revenue	0.00
Other please list	0.00
Other please list	0.00
Other please list	0.00
Total Received From State (Through School Board) Year to Date	0.00

Schedule for Note 2	
YTD Revenues from sources other than State of Florida (via School Board)	
Contribution from management company	0.00
Other contributions	10,466.50
National school lunch program	0.00
Other please list	0.00
Other please list	0.00
Other please list	0.00
Other please list	0.50
Total Other Revenues Received Year to Date	10,466.50
Total revenues received year to date	
Total received from State (through School Board) year to date	0.00
Total other revenues received year to date	10,466.50
Grand Total	10,466.50

<p>Please assure this balance is zero.</p> <p align="right">0.00</p>

Schedule for Note 3--Due from Management Company				
	Management Fees	Operating Costs	Accumulated Contribution	Total
Balance due to (from) management company - beginning of fiscal year	0.00	0.00	0.00	0.00
Invoiced by management company-year to date-current fiscal year (enter as positive)	0.00	0.00	0.00	0.00
Payments to management company-year to date-current fiscal year (enter as negative)	0.00	0.00	0.00	0.00
Contribution from management company-current fiscal year (enter as negative)	0.00	0.00	0.00	0.00
Balance Due to Management Company	0.00	0.00	0.00	0.00

CHARTER SCHOOL QUESTIONNAIRE

Orion Preparatory School

MSID Number:

November 30, 2016

6542

Revenues & Expenditures		Yes	No	Comments:
1	Does the school's monthly financial report include all funds received during the reporting period?	X		School is not operational, there were no funds
2	Does the school have any outstanding payments (currently due and payable) aged more than 45 days?		X	
3	Does the school have any outstanding checks older than 180 days outstanding?		X	
4	Are all expenditures approved by the appropriate level of authority?	X		
5	Has any expenditure exceeded the annual budget amount during the reporting period? If yes, please provide an explanation of each.	X		School is not operational and does not have a budget at this time. Expenses incurred related to those establishing start-up and other organizational costs before the school is operational.

Assets & Liabilities		Yes	No	Comments:
6	Are all balance sheet accounts reconciled and reviewed by the appropriate party for adjustments to the general ledger during this reporting period?	X		
7	Have any additional loans (short term or long term) been executed during this reporting period?		X	

General		Yes	No	Comments:
8	Were there any fraudulent events (either material or non material in dollars) that occurred during the reporting period?		X	
9	Were there any extraordinary or unusual events that occurred that could impact the operations and/or funding of your school?		X	
10	Was there any change in personnel who produce the financial reports for your school or in the executive management during this reporting period?		X	
11	Are all of the balances zero at the bottom of the Balance Sheet? If no, please correct the report before submitting it to the District.	X		
12	Are all of the balances zero at the bottom of the Statement of Rev:Exp? If no, please correct the report before submitting it to the District.	X		
13	Is the balance zero for Note 4? If no, please correct the note before submitting it to the District.	X		
14	Is the balance zero for the Schedule for Note 2? If no, please correct the schedule before submitting it to the District.	X		

Additional Information	
Accounts payable represents fees / costs associated with start-up and pre operational costs paid by other organizations on behalf of this Charter.	

Mike Hess, CPA on behalf of Management of the School.
Preparer's Printed Name

Mike Hess, CPA
Preparer's Signature



Orange

BUSINESS

MEMORANDUM

TO: Odyssey Charter School, Inc. Board of Directors
FROM: Beth Crist, Green Apple School Management
REQUESTING SCHOOL: Orion Preparatory Academy-Orange
DATE: January 26, 2017
RE: Monthly Financial Reports

As prescribed in Florida Statute, 1002.33, charter schools are required to provide monthly financial statements to the sponsor. These reports are provided to the Brevard County School District on a monthly basis. Financial reports must have board approval and are accordingly submitted to the governing body of Orion Preparatory Academy-Orange for approval.

FISCAL IMPACT

None

RECOMMENDATION

Motion to approve the November 2016 Monthly Financial Report for Orion Preparatory Academy-Orange.

Attachments: 1) 2016-2017 November Financial Report

APPROVED

JAN 26 2017
 OCS, Inc.
 Board of Directors

Orion Preparatory Academy with MSID Number 0102
 Orange County, Florida
 Balance Sheet (Unaudited)
 November 30, 2016

	Accounts	General Fund	Special Revenue Fund	Debt Service	Capital Outlay	Total Governmental Funds
ASSETS						
Cash and cash equivalents	1110	\$ -	\$ -	\$ -	\$ -	\$ -
Investments	1160	-	-	-	-	-
Grant receivables	1130	974.50	-	-	-	974.50
Other current assets	12XX	-	-	-	-	-
Deposits	1210	-	-	-	-	-
Due from other funds	1140	-	-	-	-	-
Other long-term assets	1400	-	-	-	-	-
Total Assets		\$ 974.50	\$ -	\$ -	\$ -	\$ 974.50
LIABILITIES AND FUND BALANCE						
Liabilities						
Accounts payable	2120	\$ 974.50	\$ -	\$ -	\$ -	\$ 974.50
Salaries, benefits, and payroll taxes payable	2110, 2170, 2330	-	-	-	-	-
Deferred revenue	2410	-	-	-	-	-
Notes/bonds payable	2180, 2250, 2310, 2320	-	-	-	-	-
Lease payable	2315	-	-	-	-	-
Other liabilities	21XX, 22XX, 23XX	-	-	-	-	-
Total Liabilities		974.50	-	-	-	974.50
Fund Balance						
Nonspendable	2710	-	-	-	-	-
Restricted	2720	-	-	-	-	-
Committed	2730	-	-	-	-	-
Assigned	2740	-	-	-	-	-
Unassigned	2750	-	-	-	-	-
Total Fund Balance		-	-	-	-	-
TOTAL LIABILITIES AND FUND BALANCE		\$ 974.50	\$ -	\$ -	\$ -	\$ 974.50

Orion Preparatory Academy with MSID Number 0102
 Orange County, Florida
 Statement of Revenue, Expenditures, and Changes in Fund Balance (Unaudited)
 For Month Ended and For the Year To Date Ending
 November 30, 2016

FTE Projected
 FTE Actual

0
 0

% Percent of Projected

Account Number	General Fund				Special Revenue			
	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
Revenues								
FEDERAL SOURCES								
Federal direct	\$ -	\$ -	\$ -	% -	\$ -	\$ -	\$ -	% -
Federal through state and local	-	-	-	-	-	-	-	-
STATE SOURCES								
FEPP	-	-	-	-	-	-	-	-
Capital outlay	-	-	-	-	-	-	-	-
3397	-	-	-	-	-	-	-	-
Class size reduction	-	-	-	-	-	-	-	-
3355	-	-	-	-	-	-	-	-
School recognition	-	-	-	-	-	-	-	-
3361	-	-	-	-	-	-	-	-
Other state revenue	-	-	-	-	-	-	-	-
33XX	-	-	-	-	-	-	-	-
LOCAL SOURCES								
Interest	-	-	-	-	-	-	-	-
3430	-	-	-	-	-	-	-	-
Local capital improvement tax	-	-	-	-	-	-	-	-
3413	-	974.50	-	-	-	-	-	-
34XX	-	974.50	-	-	-	-	-	-
Total Revenues								
	-	974.50	-	-	-	-	-	-
Expenditures								
Current Expenditures								
Instruction	-	-	-	-	-	-	-	-
5000	-	-	-	-	-	-	-	-
Instructional support services	-	-	-	-	-	-	-	-
6000	-	-	-	-	-	-	-	-
Board	-	-	-	-	-	-	-	-
7100	-	-	-	-	-	-	-	-
School administration	-	974.50	-	-	-	-	-	-
7300	-	974.50	-	-	-	-	-	-
Facilities and acquisition	-	-	-	-	-	-	-	-
7400	-	-	-	-	-	-	-	-
Fiscal services	-	-	-	-	-	-	-	-
7500	-	-	-	-	-	-	-	-
Food services	-	-	-	-	-	-	-	-
7600	-	-	-	-	-	-	-	-
Central services	-	-	-	-	-	-	-	-
7700	-	-	-	-	-	-	-	-
Pupil transportation services	-	-	-	-	-	-	-	-
7800	-	-	-	-	-	-	-	-
Operation of plant	-	-	-	-	-	-	-	-
7900	-	-	-	-	-	-	-	-
Maintenance of plant	-	-	-	-	-	-	-	-
8100	-	-	-	-	-	-	-	-
Administrative technology services	-	-	-	-	-	-	-	-
8200	-	-	-	-	-	-	-	-
Community services	-	-	-	-	-	-	-	-
9100	-	-	-	-	-	-	-	-
Debt service	-	-	-	-	-	-	-	-
9200	-	-	-	-	-	-	-	-
Total Expenditures								
	-	974.50	-	-	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures								
	-	-	-	-	-	-	-	-
Other Financing Sources (Uses)								
Loan proceeds	-	-	-	-	-	-	-	-
3600	-	-	-	-	-	-	-	-
Transfers in	-	-	-	-	-	-	-	-
9100	-	-	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)								
	-	-	-	-	-	-	-	-
Net Change in Fund Balances								
Fund balances, beginning	-	-	-	-	-	-	-	-
Adjustments to beginning fund balance	-	-	-	-	-	-	-	-
Fund Balances, Beginning as Restated								
	-	-	-	-	-	-	-	-
Fund Balances, Ending								
	\$ -	\$ -	\$ -	% -	\$ -	\$ -	\$ -	% -



ODYSSEY
CHARTER SCHOOL, INC.

ACTION
AGENDA
ITEMS

**ACTION OF THE BOARD OF DIRECTORS
OF
ODYSSEY CHARTER SCHOOL, INC.
(Allocation of Expenses)**

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

At a duly called and noticed meeting, held on January 26, 2017, the Board of Directors of Odyssey Charter School, Inc. (the "Company") did take the following action:

WHEREAS, the Company operates three separate charter schools pursuant to charter agreements with the Brevard County School District and Orange County School District: Odyssey Preparatory Charter Academy; Odyssey Charter School; and Oasis Preparatory Charter Academy (each, a "School" and collectively, the "Schools");

WHEREAS, several employees of the Company (the "Shared Employees") perform significant duties in respect of more than one of the Schools, and the directors of the Company have determined that it is in the best interests of the Company and of the Schools that the costs of such employees be allocated among the applicable Schools in a manner reasonably related to the approximate average amount of each such employee's time spent for the benefit of a particular School (the "Allocation"); and

WHEREAS, each of the Schools benefits from the existence and expenditures made by the Company as an operator of a system of charter public schools, in a variety of ways;

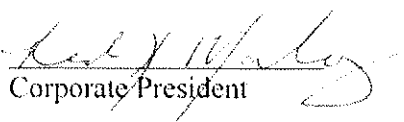
NOW, THEREFORE, the Board of Directors does hereby affirmatively vote for, consent to, adopt, and approve the following resolutions:

RESOLVED, that the Company's officers, with the assistance of the Company's education management services provider, create and periodically update a roster of Shared Employees, including the Allocation for each such employee, and periodically charge to the applicable Schools the allocated costs of such employees, effective in arrears for the 2016-17 academic year; and

RESOLVED, that each School shall pay to the Company the sum of \$75.00 per student for the academic year, plus the cost for shared employees, for the various services provided by the Company to the Schools, such sum being a reasonable and conservative estimate by the Board of the costs incurred and benefits conferred with respect to each School by the Company, payable on a monthly basis in advance, commencing as of the beginning of the 2016-17 academic year; provided however that such payment shall be abated as to a School if at any time such School is financially unable to make such payment.

Effective this 26 day of Jan, 2017.

The foregoing is a true and correct statement of the action of the Board of Directors of Odyssey Charter School, Inc.


Corporate President

APPROVED

JAN 26 2017

OCS, Inc.
Board of Directors

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is made and entered into as of the ____ day of January, 2017 by and between Palm Bay Charter Holdings, LLC, a Florida limited liability company (the "Seller"), and Odyssey Charter School, Inc. a Florida not-for-profit corporation (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following terms when used in this Agreement shall have the following meanings:

1.1 Additional Deposit. The sum of Three Hundred Twenty Thousand Dollars (\$320,000).

1.2 Attorneys' Fees. All reasonable fees and expenses charged by an attorney for his services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for services rendered in connection with representation at the trial level, in all appeals, and in any bankruptcy proceeding.

1.3 Approval Period. The period of time beginning on the Effective Date and ending 180 days thereafter.

1.4 Broker. RBC Capital Markets LLC.

1.5 Business Day. Any day that national banks in Miami-Dade County, Florida are open for business, excluding Saturdays and Sundays.

1.6 Buyer. Odyssey Charter School, Inc., Attention: Monica Knight. Buyer's mailing address is 1755 Eldron Boulevard, S.E., Palm Bay Florida 32909; Telephone (321) 733-0442; Telecopy (321) 733-1178; Email: knightm@odysseycharterschool.com. Buyer's taxpayer identification number is 59-3579304.

1.7 Buyer's Attorney. Edwards Cohen, Attention: David Cohen, Esq. Buyer's Attorney's mailing address is 200 West Forsyth Street, Suite 1300, Jacksonville, FL 32202; Telephone: (904) 633-7979; Telecopy (904) 633-9026. Email: dcohen@edecolaw.com.

1.8 Buyer's Costs. Buyer's documented out-of-pocket costs with respect to the purchase of the Property, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, financial consultant fees, expenses related to financing (whether or not obtained) and Attorneys' Fees incurred in the investigation of the acquisition and financing of the Property.

1.9 Cash to Close. The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments and credits (including the HVAC Credit) set forth herein, less the Deposit.

1.10 Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.

1.11 Closing Date. The date of the Closing, which shall be as selected by Buyer and Seller, not later than 30 calendar days following the end of the Financing Period, if this Agreement has not been terminated, or such other dates as may be provided by this Agreement.

1.12 Agreement. This Purchase Agreement, as the same may be amended by written consent of both parties.

1.13 Deed. The Special Warranty Deed which conveys the Property from Seller to Buyer.

1.14 Deposit. The sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), consisting of the Initial Deposit and the Additional Deposit.

1.15 Effective Date. The date this Agreement is executed by the last party (excluding Escrow Agent) to sign it.

1.16 Escrow Agent. Buyer's Attorney shall be the Escrow Agent.

1.17 Financing Period. Has the meaning assigned thereto in Section 8 below.

1.18 Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.19 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

1.20 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable state or federal law or regulation.

1.21 HVAC Credit. The sum of One Hundred Thousand Dollars (\$100,000.00), which shall be a credit in favor of Buyer towards the Purchase Price at Closing.

1.22 Improvements. All improvements or other structures owned by Seller and located on the Land.

1.23 Initial Deposit. The sum of One Hundred Thousand Dollars (\$100,000.00).

1.24 Investigation Period. The period of time beginning on January 1, 2017 and ending on March 1, 2017 at 5:00 p.m., Jacksonville, Florida time, unless sooner terminated as provided herein.

1.25 Land. That certain real property located in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1.26 Leases. Those certain Leases between Buyer, as tenant, and Palm Bay Charter Schools, LLC, as landlord, dated as of July 1, 2013 and July 1, 2013, respectively, as assigned to Seller by Assignment of Leases dated _____, pursuant to which Buyer currently occupies the Property.

1.27 Net Deposit. The Deposit (to the extent made by Buyer as of the date of calculation), less the positive difference, if any, obtained by subtracting (i) Buyer's Costs (incurred or obligated as of the date of calculation), from (ii) \$35,000.00.

1.28 Nonrefundable Deposit. The positive difference, if any, obtained by subtracting (i) Buyer's Costs (incurred or obligated as of the date of calculation), from (ii) \$35,000.00.

1.29 Permitted Exceptions shall mean, collectively, at the time of closing, (a) liens for taxes, assessments and governmental charges not yet due and payable, or due and payable but not yet delinquent, and (b) such other easements, restrictions and encumbrances that are approved or deemed approved by Buyer pursuant to Section 6.3.

1.30 Property. Collectively, the Land and Improvements.

1.31 Property Records. Originals or copies of the following documents relating to the Property (if in the possession of Seller): licenses, permits, certificates of occupancy, real and personal property tax bills, architectural and engineering plans, surveys, environmental reports and studies, leases, service contracts, and financial records of the Property.

1.32 Purchase Price. The sum of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00);

1.33 Seller. Palm Bay Charter Holdings, LLC. Seller's mailing address is c/o UMB Bank, N.A., as Trustee, 1010 Grand Boulevard, Fourth Floor, Kansas City, Missouri 64106; Attention Mark Heer, Esq., Telephone (816) 860-3753; Telecopy (816) 860-3029. Email: mark.heer@umb.com.

1.34 Seller's Attorney. Greenberg Traurig, LLP, Attention: Michael L. Watkins, Esq. Seller's Attorney's mailing address is 450 South Orange Avenue, Suite 650,

Orlando, FL 32801, Telephone (407) 420-1000; Telecopy (407) 420-5909. Email: watkinsm@gtlaw.com.

1.35 Title Commitment. An ALTA title insurance commitment issued by Buyer's Attorney as agent for the Title Company, agreeing to issue the Title Policy to Buyer, upon satisfaction of the Buyer's obligations pursuant to this Agreement and the Title Commitment.

1.36 Title Policy. An owner's title insurance policy in the amount of the Purchase Price, issued by Buyer's Attorney as agent for the Title Company, insuring Buyer's title to the Land, subject only to the Permitted Exceptions, and any other matters permitted herein.

1.37 Title Company. Fidelity National Title Insurance Company.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Initial Deposit. Prior to the execution of this Agreement by Buyer and Seller, Buyer has delivered to Escrow Agent the Initial Deposit. The Initial Deposit is and shall be held by Escrow Agent in a non-interest bearing escrow account with a commercial or savings bank doing business in Duval County, Florida.

3.2 Additional Deposit. Within 5 business days following the conclusion of the Investigation Period, Buyer shall deliver to Escrow Agent the Additional Deposit, which sum, together with the Initial Deposit, shall constitute the Deposit. Escrow Agent shall keep the Deposit in a non-interest-bearing escrow account with a commercial or savings bank doing business in Duval County, Florida.

3.3 Cash to Close. The Cash to Close and the Deposit shall be paid to Seller in accordance with the closing procedure hereinafter set forth.

4. Investigation Period.

4.1 Buyer's Inspection of the Property. During the Investigation Period, Buyer shall have the right to review and inspect all of the Property Records and to enter upon the Property to make all non-invasive inspections and investigations of the condition of the Property which Buyer may deem necessary, including, but not limited to, engineering, environmental and topographical studies; roof and termite inspections; structural and building systems inspections, drainage system investigations, and review of zoning and other matters, all of which inspections and investigations shall be undertaken at Buyer's sole cost and expense. If Buyer completes a Phase I environmental site assessment of the Real Property that both indicates significant environmental concerns and pursuant to ASTM E 1527-05 standards recommends a Phase II environmental site assessment (the "Phase II"), then if the parties agree to a Phase II workplan (with respect to which Seller may refuse to agree only in the exercise of reasonable business judgment) Buyer shall have the right to conduct invasive testing as part of Buyer's investigations strictly in accordance with that workplan. If the parties do not agree to that workplan within two

weeks after receipt of the Phase II, then Buyer may elect termination of the Agreement and, upon that termination, Buyer shall be entitled to a refund of the Deposit. After completing its inspection of the Property, Buyer shall, at its sole cost and expense, repair any damage it has caused to the Property.

4.2 Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including Attorneys' Fees, for nonpayment for services rendered to Buyer, for construction liens, or for damage to persons or property arising out of Buyer's investigation of the Property. Notwithstanding anything to the contrary set forth in this Agreement, the indemnification and agreement to hold harmless set forth in this Section shall survive the Closing or the earlier termination of this Agreement.

4.3 Liability Insurance. Buyer's right to enter the Property and make investigations during the Investigation Period shall be subject to Buyer's prior delivery to Seller of an insurance binder evidencing that Buyer has obtained a commercial liability insurance policy in the amount of \$1,000,000.00 naming the Seller as an additional insured.

4.4 No Marketing of Property. Commencing on the Effective Date and continuing for so long as this Agreement has not been terminated, Seller shall cease and not undertake any efforts to sell the Property to any other person or entity, including without limitation directing any listing agent(s) for the Property to immediately suspend any sales efforts, remove any internet or other media listings of the Property, advise any interested parties that the Property is under an exclusive dealing provision. During the pendency of this Agreement, Seller shall not engage in any such activities for its own or any other person's or entity's account either, and shall return any unsolicited offers for the Property. With respect to any inquiries concerning the sale of the Property during the pendency of this Agreement, Seller shall respond only that the Property is the subject of an existing contract for purchase and sale.

5. Buyer's Right to Terminate During the Investigation Period. In the event that Buyer's investigation of the Property is unsatisfactory to Buyer, in Buyer's sole discretion for any reason whatsoever, Buyer shall deliver to Escrow Agent and Seller, prior to 4:00 p.m. Eastern time in effect on the final day of the Investigation Period, written notice of its election to terminate this Agreement (the "Termination Notice"). Upon Escrow Agent's timely receipt of the Termination Notice, Escrow Agent shall promptly return the Net Deposit to Buyer, Escrow Agent shall deliver the Nonrefundable Deposit to Seller, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms. If Buyer fails to timely terminate this Agreement as provided in this Section, then Buyer shall deliver the Additional Deposit to Seller within 5 business days following the expiration of the Investigation Period, and Buyer shall be deemed to have waived its right to terminate the Agreement as provided in this Section, to have agreed that the Deposit shall not be refundable except as otherwise expressly provided herein, and to have represented and warranted to Seller that: (a) Buyer has had the full opportunity to make such investigation of the condition of the Property as Buyer has deemed necessary; and (b) Buyer will accept the Property in its "AS IS" condition, without any obligation of Seller to make any repairs or renovations to the Property, and with no representations or warranties, except as otherwise expressly provided herein.

6. Title.

6.1 Marketable Title. Seller shall convey to Buyer fee simple title to the Land, subject only to the Permitted Exceptions.

6.2 Delivery of Title Commitment. Within fifteen (15) days following the Effective Date, Buyer or Buyer's Attorney shall obtain the Title Commitment and deliver to Seller, together with a copy of each instrument shown as an exception or pertaining to a requirement in Schedule B-I thereof.

6.3 Buyer to Notify Seller of Objectionable Exceptions. If the Title Commitment reflects that title to the Land is subject to any matter to which Buyer objects (the "Objectionable Exceptions," which term includes without limitation any leasehold interests other than those held by Buyer under the Leases, herein referred to as "Other Leasehold Interests"), Buyer shall notify Seller's Attorney in writing of the Objectionable Exceptions to which Buyer objects no later than fifteen (15) days after the deadline for Buyer's receipt of the Title Commitment. If at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any Objectionable Exceptions not disclosed on the initial Title Commitment, Buyer shall notify Seller's Attorney in writing of the Objectionable Exceptions to which Buyer objects no later than five (5) business days after Buyer becomes aware of the Objectionable Exceptions.

6.4 If Buyer fails to deliver timely notice to Seller's Attorney of any Objectionable Exceptions, Buyer shall be deemed to have waived its right to object to same and such exceptions shall be deemed "Permitted Exceptions", and Buyer shall proceed to Closing as hereinafter provided.

6.5 Objectionable Exceptions. If Buyer has timely notified Seller's Attorney of any Objectionable Exceptions to which Buyer objects, Seller shall have the following options:

6.5.1 Mandatory Objectionable Exceptions. If the Objectionable Exceptions are Other Leasehold Interests, or are liquidated claims, judgments, taxes (other than taxes which are subject to payment by Buyer pursuant to the Lease or are subject to adjustment pursuant to this Agreement), or are otherwise curable by the payment of money, without resort to litigation, then Seller shall be required to remove and satisfy such Objectionable Exceptions (the "Mandatory Objectionable Exceptions") by taking the actions necessary to have the Mandatory Objectionable Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Mandatory Objectionable Exceptions are removed from the Title Commitment.

6.6 Optional Objectionable Exceptions. With regard to all Objectionable Exceptions which are not Mandatory Objectionable Exceptions (the "Optional Objectionable Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Objectionable Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Objectionable Exceptions are removed from the Title Commitment. If Buyer has timely notified Seller's Attorney of any Objectionable Exceptions which are Optional Objectionable Exceptions, Seller shall provide Buyer with written

notice of its election as to whether or not it will cure the Optional Objectionable Exceptions within fifteen (15) days after Seller's Attorney's receipt of Buyer's notice of any Optional Objectionable Exceptions. If Seller notifies Buyer that it will not attempt to cure the Optional Objectionable Exceptions, Buyer shall have the option, to be exercised within fifteen (15) days after Buyer's receipt of Seller's Attorney's notice, to either, proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or to receive back the Deposit. In the event Buyer elects to receive back the Deposit, this Agreement shall be deemed terminated and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder, except as otherwise expressly provided herein. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms.

6.7 Seller's Right to Extend Closing Date. If Seller fails or otherwise determines that it shall be unable to cure the Mandatory Objectionable Exceptions or those Optional Objectionable Exceptions which it has elected to cure on or before the Closing Date, Seller shall have the right to postpone the Closing Date for a period of up to ninety (90) days in order to afford Seller additional time to cure the Mandatory Objectionable Exceptions and such Optional Objectionable Exceptions, by sending written notice to Buyer and Escrow Agent not later than ten (10) days prior to the Closing Date. If the Closing Date has been postponed, at such time as Seller has successfully cured the Mandatory Objectionable Exceptions and such Optional Objectionable Exceptions, Seller shall reschedule the Closing by sending written notice to Buyer and Escrow Agent not less than fifteen (15) days prior to the rescheduled Closing Date. In the event that Seller fails or otherwise determines that it shall be unable to cure the Mandatory Objectionable Exceptions or such Optional Objectionable Exceptions within ninety (90) days after the originally scheduled Closing Date, Buyer shall have the option, to be exercised within fifteen (15) days after receipt of Seller's notice thereof, to either accept title in its existing condition without adjustment to the Purchase Price, or to terminate this Agreement and receive back the Deposit, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

6.8 Objectionable Exceptions Caused by Buyer. Buyer shall not have the right to object to title or to terminate this Agreement by reason of any Objectionable Exception which is caused by Buyer or by any party claiming by, through or under Buyer.

7. Survey.

7.1 Delivery of Survey. Within thirty (30) days after the Effective Date, Buyer may obtain a survey (the "Survey") of the Land and all Improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida. Buyer shall pay the cost of the Survey.

7.2 Survey Defects. If the Survey shows any matter which would affect the marketability of title to the Land (except for the Permitted Exceptions and other title matters otherwise permitted hereunder), Buyer shall notify Seller in writing of the specific defect no later than the fifth business day following the deadline for notifying the Seller of Objectionable Exceptions. The Survey defect shall be treated in the same manner as title defects are treated under this Agreement. Buyer's failure to deliver timely notice of Survey defects shall be deemed a waiver of Buyer's right to object to Survey matters as provided in this Section.

8. Financing Contingency. For a period commencing on the Effective Date and ending at 5:00 p.m., Jacksonville, Florida time, on the ninetieth calendar day thereafter (as extended, the “Financing Period”), Buyer shall use commercially reasonable efforts to obtain an executed loan term sheet/commitment or a bond purchase agreement for tax-exempt bond issuance (the “Loan Commitment”) for the financing of Buyer’s acquisition of the Property, on terms and conditions reasonably acceptable to Buyer. In the event Buyer is unsuccessful in obtaining a Loan Commitment within such ninety day period, then Buyer shall have the right to extend the Financing Period, as follows: (i) not later than such ninetieth day, Buyer shall send written notice to Seller of the extension of the Financing Period for up to 30 days (“First Extension”), together with payment of a non-refundable and non-applicable fee of \$5,000; (ii) in the event that the Borrower has not obtained the Loan Commitment by the end of the First Extension, Buyer shall send written notice to Seller of the extension of the Financing Period for up to 30 additional days (“Second Extension”), together with payment of a non-refundable and non-applicable fee of \$7,500; and (iii) in the event that the Borrower has not obtained the Loan Commitment by the end of the Second Extension, Buyer shall send written notice to Seller of the extension of the Financing Period for up to 30 additional days (“Third Extension”), together with payment of a non-refundable and non-applicable fee of \$10,000. Buyer is not obligated to extend the Financing Period. In the event Buyer is unsuccessful in obtaining a Loan Commitment during the Financing Period (as extended), Buyer may at its sole option to terminate this Agreement, whereupon the Deposit (but not any extension fees) shall be paid to Buyer and, except for those obligations that expressly survive termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms.

9. Seller’s Representations.

9.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

9.1.1 Seller’s Existence. Seller is a Florida limited liability company with “active” status in Florida, and Seller has full power and authority to own and sell the Property and to comply with the terms of this Agreement.

9.1.2 Authority. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller’s capacity and all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms.

9.1.3 Litigation. Seller has received no notice of and has no actual knowledge of any administrative agency action, litigation, condemnation proceeding or proceeding of any kind, including governmental or private environmental cases, pending, threatened or contemplated against the Property, including any requests for public dedication.

9.1.4 FIRPTA; Patriot Act. Seller is not a “foreign person,” as defined by Section 1445 of the Internal Revenue Code. Seller shall comply with all requirements imposed by the Internal Revenue Service in regard to same. Seller shall provide all certifications and affidavits required by Buyer with respect to the US Patriot Act.

9.1.5 Environmental. To Seller's knowledge, without inquiry or investigation, there is not any: (a) presence of any Hazardous Material above, below, on, or within the Property; (b) present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Material on the Property; or (c) failure by Seller or any former owner of the Property to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Material.

9.1.6 Parties in Possession. Except for Buyer's possession under the Leases or as shown by the public records of Brevard County, Florida, there are no parties other than Seller in or with rights to possession of any portion of the Property claiming through Seller or its predecessors in title.

9.2 Survival of Representations. All of the representations of the Seller set forth in Section 9.1 shall be true upon the execution of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date. The representations, warranties and agreements of the Seller set forth in this Agreement shall survive the Closing for a period of one year. The aggregate liability of Seller for breach of any representations and warranties in Sections 9.1.5 shall not exceed an amount equal to two percent (2%) of the Purchase Price. The provisions of this Section 9.2 shall survive the Closing.

9.3 Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Agreement are not true on the Effective Date or at any time thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Agreement by written notice thereof to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, Seller shall reimburse Buyer for Buyer's Costs and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation, in which event the Closing shall be deemed a waiver by Buyer of the failure of such representation and warranty and the Buyer may recover from the Seller any damages sustained by the Buyer.

9.4 Disclaimer of Representations and Warranties. Buyer acknowledges that Seller has acquired the Property by deed in lieu of foreclosure, and that Seller is conveying the Property to Buyer in "as is" condition. Buyer acknowledges that except as expressly set forth herein, Seller has not made any warranties or representations concerning the Property or any component thereof, including, without limitation, the operation of or the costs or results of the operation thereof, the condition of the Improvements; the existence, location, quality or condition of any personal property; the concurrency status of the Property; the zoning or other land use restrictions affecting the Property; the enforceability of any contract or other agreement or right assigned hereunder; the compliance of the Property or any part thereof with any Governmental Requirement; the use or existence or prior use or existence of any Hazardous Material on the Property; or the accuracy or completeness of any statement or other matter previously disclosed to Buyer. Buyer represents that it is purchasing the Property in its present condition, the Buyer having made (or having the opportunity to make during or prior to the Investigation Period) its own inspection and examination of the Property and all components

thereof. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES GIVEN TO BUYER IN CONNECTION WITH THE SALE OF THE PROPERTY. SELLER DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS THAT MAY BE DUE FROM SELLER TO BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THIS SECTION SHALL SURVIVE THE CLOSING.

10. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

10.1 Buyer's Existence. Buyer is a Florida not-for-profit corporation, with "active" status in Florida, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Agreement.

10.2 Authority. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms.

11. Closing. Subject to all of the provisions of this Agreement, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Buyer's Attorney; or, if the Buyer is financing all or a portion of the Purchase Price by an institutional loan or bond transaction, at the office of such lender's attorney or bond counsel.

12. Seller's Closing Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer:

12.1 Deed. The Deed (in the form attached hereto as Exhibit "B"), which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

12.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that, to the best of Seller's knowledge, as follows: (a) no individual or entity has any claim against the Property under the applicable contractor's lien law, (b) except for Seller and Buyer under the Leases, and as otherwise provided herein, no individual or entity is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made within the immediately preceding ninety (90) days. The affidavit shall also include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The Affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer. The form of Seller's affidavit is attached hereto as Exhibit "C". Said form of affidavit shall be subject to the reasonable requests of the Title Company.

12.3 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

12.4 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986.

12.5 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer or the Title Company may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Agreement and to consummate the transaction herein contemplated.

13. Buyer's Closing Documents. At Closing, Buyer shall deliver the following documents ("Buyer's Closing Documents") to Seller:

13.1 Authorizing Resolutions. Certificates of such resolutions of Buyer in form and content as Seller or the Title Company may reasonably request evidencing authorizing the entering into and execution of this Agreement and the consummation of the transaction herein contemplated.

14. Closing Procedure. The Closing shall proceed in the following manner:

14.1 Pre-Closing Delivery of Documents. Buyer's Attorney and Seller's Attorney shall each deliver to the other copies of the proposed Buyer's Closing Documents and Seller's Closing Documents not less than five (5) days prior to the Closing Date.

14.2 Transfer of Funds. Buyer shall pay or cause to be paid the Cash to Close to Escrow Agent by wire transfer to a depository designated by Escrow Agent.

14.3 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Escrow Agent.

14.4 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, and provided all other obligations to close have been fulfilled, Escrow Agent shall disburse the Deposit, Cash to Close, and Buyer's Closing Documents to Seller, and the Seller's Closing Documents to Buyer.

15. Prorations and Closing Costs.

15.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

15.1.1 Taxes. Real estate and personal property taxes shall not be prorated, as Buyer is responsible for payment of all real estate and personal property taxes under the Leases.

15.1.2 Pending and Certified Liens. Liens levied by any Governmental Authority shall not be prorated, as Buyer is responsible for the payment of liens under the Leases.

15.1.3 Utility Deposits. Buyer shall be responsible for posting its own utility deposits and shall coordinate the posting of its utility deposits with Seller to enable Seller to arrange for final readings of the utility meters prior to or as of the Closing Date, and for Seller to receive a refund of its deposits.

15.1.4 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property, apportionment at the Closing shall be based on the last available reading.

15.1.5 License and Permit Fees. License and permit fees shall be prorated only if the respective license or permit is transferable to Buyer.

15.1.6 Rents. Rents and other amounts payable under the Leases shall be prorated for the month in which the Closing occurs.

15.1.7 Prepaid Amounts. Any security deposits, prepaid rent or other prepaid amounts held by Seller under the Leases shall be credited to Buyer.

15.1.8 Other Items. All other items required by any other provision of this Agreement to be prorated or adjusted or, absent express reference thereto in this Agreement, items normally prorated in the county where the Property is located, shall be prorated in accordance with the standards prevailing in the county in which the Land is located.

15.2 Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:

- Documentary stamps and recording costs on Deed
- Certified and pending municipal special assessment liens for which the work has been substantially completed
- Title insurance search charges and owner's title premiums
- Seller's Attorney's fees and expenses

15.3 Buyer's Closing Costs. Buyer shall pay (or assume) for the following items prior to or at the time of Closing:

- All costs of financing
- Pending special assessment liens for which the work has not been substantially completed
- All costs of its due diligence investigations
- Survey
- Buyer's Attorney's fees and expenses

16. Possession. Buyer shall be granted full possession of the Property at Closing.

17. Condemnation. If at any time prior to the Closing Date, any proceedings shall be commenced for the taking of all of the Property or any material portion thereof, for public or quasi-public use pursuant to the power of eminent domain, Seller shall furnish Buyer with written notice of any proposed condemnation within five (5) days after Seller's receipt of such notification, but in no event later than the Closing. In such event, and provided that Buyer is not otherwise in default under this Agreement, Buyer shall have the option to terminate this Agreement within fifteen (15) days after receipt by Buyer of notice thereof from Seller by written notice to Seller and the Escrow Agent. Should Buyer terminate this Agreement, the Deposit shall immediately be returned to Buyer, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms. If Buyer does not elect to terminate within the required time, then (i) the Closing shall progress as herein provided without reduction of the Purchase Price; (ii) Buyer shall have the right to participate in the negotiation of any condemnation awards or other compensation for taking, and (iii) Seller shall assign unto Buyer any and all awards and other compensation for such taking to which it would be otherwise entitled as owner of the Property and Seller shall convey such of the Property, if any, which remains after the taking.

18. Damage by Casualty. In the event that the Improvements or any portion thereof are damaged or destroyed by fire or other casualty prior to Closing, Seller shall have the option to repair and restore the Property to the same condition as before the fire or casualty and Closing shall be deferred for up to sixty (60) days to permit such repair and restoration. If Seller elects not to repair and restore or if Seller is not able to repair or restore within such sixty (60) day period, then Buyer shall have the option of either (a) terminating this Agreement and receiving a refund of the Deposit, whereupon both parties shall be released from all further obligations under this Agreement, or (b) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds and to a credit equal to the insurance deductibles. The foregoing provisions in this Section 18 shall not be deemed to amend the Leases.

19. Default; Commissions.

19.1 Buyer's Default. In the event that this transaction fails to close due to a default on the part of Buyer, the Deposit made or agreed to be made by Buyer shall be paid to the Seller as agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Agreement, neither Buyer nor Seller shall have any further obligation under this Agreement. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the Deposit to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. Termination of this Agreement by reason of Buyer's default shall not be deemed to be a default under the Leases, and the Leases shall continue in accordance with their terms.

19.2 Seller's Default. In the event that this transaction fails to close due to a default on the part of Seller (other than Seller's failure to convey marketable title to the Land as provided herein), Buyer shall have the right to either (i) terminate the Agreement and receive back the Deposit (including any funds released to Seller), in which event the parties shall be released from any and all liability under this Agreement, except as otherwise expressly provided herein, or (ii) seek specific performance of Seller's obligations hereunder, with the Deposit remaining in escrow pending the outcome of such proceedings. The foregoing shall be Buyer's sole remedies in the event of Seller's default hereunder and Buyer shall have no action against Seller for damages. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms.

19.3 Brokerage Commission. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that Broker is the only real estate or other broker engaged with respect to this transaction; that Broker has been engaged pursuant to a separate agreement with Seller; and that no other broker or finder has been engaged by Seller with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. Seller agrees to pay Broker its full commission or other fees and expenses due under such separate agreement, in accordance with the terms thereof. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

20. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (i) hand-delivered, (ii) sent by e-mail (with copies to their respective attorneys although for purposes of timely delivery the copies to said attorney's will not be counted) to the recipient party's e-mail address shown above and, in such case (1) the e-mail message is not returned to the sender as being undeliverable, (2) any attachments to the e-mail must be in text, rich text, Adobe Acrobat or Microsoft Word formats (and not in HTML, .exe or other formats), and (3) a copy is also sent by one of the methods described in clauses (i), (iii), (iv) or (v) of this Section (it being understood and agreed, however, that such notice shall be deemed received upon sending of the e-mail unless it is returned as non-deliverable), (iii) sent by Federal Express or a comparable overnight mail service, or (iv) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, (v) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Agreement. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

21. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

21.1 Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be

determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Agreement or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

21.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

21.3 Indemnification. Buyer and Seller will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement solely in its capacity as Escrow Agent (and not in any other capacity), as well as the costs and expenses of defending against any claim or liability arising under this Agreement. This provision shall survive the Closing or earlier termination of this Agreement.

21.4 Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Agreement.

22. Assignment. This Agreement shall not be assigned by Buyer.

23. Miscellaneous.

23.1 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.2 Attorneys' Fees. Each of the parties hereto shall bear its own costs and Attorneys' Fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all Attorney's Fees.

23.3 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., Jacksonville, Florida time, on the next full Business Day.

23.4 Construction of Agreement. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or

circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

23.5 Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

23.6 Entire Agreement. This Agreement sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties, and there are no agreements, understandings, warranties, representations among the parties except as otherwise indicated herein.

23.7 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23.8 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida both substantive and remedial, regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in the State of Florida; provided, however, Seller and Buyer do not waive any defenses, rights, remedies, privileges or other matters available under federal law or otherwise.

23.9 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23.10 Energy Efficiency. In accordance with Florida law, the following disclosure is hereby made: Buyer may have the Property's energy efficiency rating determined. Buyer acknowledges that it has received from Seller a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

23.11 Recording. Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.

23.12 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

23.13 Severability. Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby.

It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

23.14 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.15 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Agreement.

24. Waiver of Trial by Jury. SELLER AND BUYER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND BUYER ENTERING INTO THE SUBJECT TRANSACTION.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

SELLER:

Palm Bay Charter Holdings, LLC,
a Florida limited liability company

By: _____
_____, Manager

Date: _____

BUYER:

Odyssey Charter School, Inc.,
a Florida not-for-profit corporation

By: Leslie Maloney
Leslie Maloney, President

Date: 2/8/17

EXHIBIT A

Tract "E", PORT MALABAR UNIT EIGHTEEN, according to the plat thereof recorded in Plat Book 15, page 109 of the public records of Brevard County, Florida.

EXHIBIT B
Form of Deed

PREPARED BY and
AFTER RECORDING RETURN TO:

David Cohen, Esq
200 West Forsyth St.
Suite 1300
Jacksonville, FL 32202

Parcel Identification Numbers: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ___ day of _____, 2017, by **PALM BAY CHARTER HOLDINGS, LLC**, a Florida limited liability company (the "**Grantor**"), whose mailing address is 1010 Grand Boulevard, Fourth Floor, Kansas City, Missouri 64106, in favor of **ODYSSEY CHARTER SCHOOL, INC.**, a Florida not-for-profit corporation (the "**Grantee**"), whose mailing address is 1755 Eldron Boulevard, S.E., Palm Bay Florida 32909.

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, conveys, and sells to Grantee, the following described land situate, lying, and being in Brevard County, Florida, to wit:

Tract "E", PORT MALABAR UNIT EIGHTEEN, according to the plat thereof recorded in Plat Book 15, page 109 of the public records of Brevard County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

SUBJECT, HOWEVER, to those permitted exceptions set forth in **Exhibit B** attached hereto, without operating to reimpose the same.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that Grantor does hereby fully warrant the title to said land and will defend the same against the

lawful claims of all persons claiming by, through and under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

PALM BAY CHARTER HOLDINGS, LLC, a Florida limited liability company

Print: _____

By: _____

Name: _____

Title: Manager

Print: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as sole manager of PALM BAY CHARTER HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has provided _____ as identification.

NOTARY PUBLIC
My commission expires: _____

EXHIBIT A

Tract "E", PORT MALABAR UNIT EIGHTEEN, according to the plat thereof recorded in Plat Book 15, page 109 of the public records of Brevard County, Florida.

EXHIBIT B

1. Taxes and assessments for the year 2017 and subsequent years, which are not yet due and payable.
2. Dedications and easements reserved on the plat of Port Malabar Unit Eighteen recorded in Plat Book 15, page 109, as affected by the Assignment of Plat and Other Easements recorded in Official Records Book 3255, page 1011.
3. Terms, covenants, conditions and other matters contained in the Agreements among General Development Corporation, General Development Utilities, Inc., the Brevard County Health Department and Brevard County, recorded in Official Records Book 1918, page 180, Official Records Book 2420, page 1569 and Official Records Book 2562, page 2348.
4. Terms, covenants, conditions, restrictions and easements created by and set forth in the Conservation Easement granted to the City of Palm Bay and the U.S. Army Corps of Engineers recorded in 5588, page 6738.
5. Easement granted to Florida Power & Light Company recorded in Official Records Book 5627, page 5820.

EXHIBIT C
Form of Seller's Affidavits

OWNER'S AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned notary public, personally appeared this ____ day of _____, 2017, _____, Manager of Palm Bay Charter Holdings, LLC, a Florida limited liability company, who either [] is personally known to me or [] has produced a _____ state driver's license as identification, and who being by me first duly sworn, deposes and says that:

1. Affiant is over eighteen (18) years of age and is competent to execute this Affidavit.
2. Affiant is the sole manager (the "**Manager**") of PALM BAY CHARTER HOLDINGS, LLC, a Florida limited liability company (the "**Company**"); is duly authorized and empowered by the Company, pursuant to all necessary and appropriate action including the Consent of All Members attached hereto as **Exhibit A**, which consent is in full force and effect, to execute this Affidavit on behalf of the Company; and has knowledge of the matters set forth herein.
3. The Company is the lawful and fee simple owner and holder of that certain real property, including all improvements located thereon lying, situate and being in Brevard County, Florida, as more particularly described on the attached **Exhibit B** (the "**Property**").
4. Application has been made or is being made to the Fidelity National Title Insurance Company ("**Title Company**") for an owner's policy of title insurance to insure the fee simple interest of Odyssey Charter School, Inc., a Florida not-for-profit corporation (the "**Buyer**"), as owner under a special warranty deed executed and delivered by the Company in favor of Buyer (the "**Deed**"), pursuant to a commitment for title insurance issued by the Title Company under Order No. 6147555, with an effective date of January 26, 2017 (the "**Commitment**"), and the Affiant makes this affidavit in order to induce Title Company and its Agent to issue said policy, and further to induce Buyer to accept the Deed.
5. Affiant, as the manager of the Company, is duly authorized and empowered to execute and deliver the Deed, on behalf of the Company.
6. The Company has not contracted for, authorized, or directed that any work be done or materials supplied for work to be done on or about the Property within the immediate last past and preceding ninety (90) days which has not been paid in full or for which a construction lien could attach to the Property pursuant to Florida Statutes, and no notice of

commencement of construction of any improvements upon the Property has been given, posted or recorded by the Company.

7. Except as shown on the Commitment, there are no encumbrances, mortgages, liens, claims, judgments, taxes, assessments, demands or bills outstanding and unpaid at this time against the Property resulting from the actions or omissions of the Company, and the Company has not taken any action or omitted to take any action that would result in the placement of any encumbrances, mortgages, liens, claims, judgments, taxes, assessments, demands or bills either outstanding or of record against the Property, of any nature, kind or description whatsoever, excepting for the lien of real estate taxes for the current year and subsequent years.
8. Except as shown on the Commitment and except for Buyer, the Company is in sole possession of the Property and there is no person or entity owning or claiming to own any interest in the title to the Property or any appurtenance thereto adverse to that of the Company.
9. Except as shown on the Commitment, there are no matters pending against the Company that could give rise to a lien or encumbrance that would attach to the Property between the date of the Commitment and the recording of the Deed.
10. The Company has not executed, and will not execute, any instrument that would adversely affect the title or interest to be insured by Title Company.
11. The Company has not been dissolved, and neither the Company nor any member of the Company is currently a debtor in any bankruptcy proceedings. Neither Affiant, nor any member of the Company, nor the Company, has filed for bankruptcy protection since the date the Company acquired the Property.
12. The Company does hereby agree to indemnify, protect, defend and hold Title Company and Edwards Cohen Dawson Mangu & Noble, P.A., as agent for Title Company, harmless of and from any and all loss, costs, damages and expenses of every kind, including attorneys' fees, which Title Company or such agent shall or may suffer, expend, incur or become liable for under its title policy to be issued upon said Property, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment and the time of recording of the instruments described in said Commitment to be insured.

SIGNATURE PAGE FOLLOWS:

Under penalties of perjury, Affiant, on behalf of the Company, declares that he/she has examined the foregoing certifications and to the best of the undersigned's knowledge and belief they are true and complete.

_____, Manager

Sworn to and subscribed before me this ___ day of _____, 2017, by _____, the Manager of Palm Bay Charter Holdings, LLC, on behalf of the company. He/she either is personally known to me or has produced _____ as identification.

Sign _____
Print _____
State of _____
My Commission expires: _____

[Notary Seal]

EXHIBIT A
Consent of All Members

EXHIBIT B

Tract "E", PORT MALABAR UNIT EIGHTEEN, according to the plat thereof recorded in Plat Book 15, page 109 of the public records of Brevard County, Florida.

IRS FIRPTA NON-FOREIGN PERSON CERTIFICATION
(SELLER)

STATE OF _____)
COUNTY OF _____)

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform **Odyssey Charter School, Inc.**, a Florida not-for-profit corporation (the "Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by **Palm Bay Charter Holdings, LLC**, a Florida limited liability company (the "Transferor"), the undersigned hereby certify the following:

1. That the Transferor (owner) is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Transferor's U.S. employer identification number is _____.
3. Transferor's address is: 1010 Grand Boulevard, Fourth Floor, Kansas City, Missouri 64106.

If any of the statements contained herein are not true and, as a result, Transferee is subject to United States federal income tax withholding liability, the undersigned agree to indemnify Transferee from such liability and to pay Transferee's reasonable attorneys' fees and paralegals' fees and other costs incurred in enforcing its right of indemnity.

The undersigned understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement herein can be punished by fine, imprisonment, or both.

Under penalties of perjury the undersigned declares that they have examined this certification and that it is true, correct and complete. If the Transferor is an entity, the undersigned further declare that he/she has the authority to sign this document on behalf of the Transferor.

Executed as of this ____ day of _____, 2017.

PALM BAY CHARTER HOLDINGS, LLC, a Florida
limited liability company

By: _____
_____, Manager

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me this ____ day of _____, 2017, by _____, Manager of Palm Bay Charter Holdings, LLC, a Florida limited liability company, on behalf of the company. She/he either is personally known to me or has produced a _____ state driver's license as identification.

Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission expires: _____
(Notarial Seal)

JAN 26 2017

OCS, Inc.
Board of Directors**PURCHASE AGREEMENT**

This Purchase Agreement (this "Agreement") is made and entered into as of the ____ day of January, 2017 by and between Palm Bay Charter Holdings, LLC, a Florida limited liability company (the "Seller"), and Odyssey Charter School, Inc. a Florida not-for-profit corporation (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms when used in this Agreement shall have the following meanings:

1.1 **Additional Deposit.** The sum of Three Hundred Twenty Thousand Dollars (\$320,000).

1.2 **Attorneys' Fees.** All reasonable fees and expenses charged by an attorney for his services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for services rendered in connection with representation at the trial level, in all appeals, and in any bankruptcy proceeding.

1.3 **Approval Period.** The period of time beginning on the Effective Date and ending 180 days thereafter.

1.4 **Broker.** RBC Capital Markets LLC.

1.5 **Business Day.** Any day that national banks in Miami-Dade County, Florida are open for business, excluding Saturdays and Sundays.

1.6 **Buyer.** Odyssey Charter School, Inc., Attention: Leslie Maloney. Buyer's mailing address is 1755 Eldron Boulevard, S.E., Palm Bay Florida 32909; Telephone (____) _____; Telecopy (____) _____; Email: _____ . Buyer's taxpayer identification number is 59-3579304.

1.7 **Buyer's Attorney.** Edwards Cohen, Attention: David Cohen, Esq. Buyer's Attorney's mailing address is 200 West Forsyth Street, Suite 1300, Jacksonville, FL 32202; Telephone: (904) 633-7979; Telecopy (904) 633-9026. Email: dcohen@edcolaw.com .

1.8 **Buyer's Costs.** Buyer's documented out-of-pocket costs with respect to the purchase of the Property, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, financial consultant fees, expenses related to financing (whether or not obtained) and Attorneys' Fees incurred in the investigation of the acquisition and financing of the Property.

1.9 Cash to Close. The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments and credits (including the HVAC Credit) set forth herein, less the Deposit.

1.10 Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.

1.11 Closing Date. The date of the Closing, which shall be as selected by Buyer and Seller, not later than 30 calendar days following the end of the Financing Period, if this Agreement has not been terminated, or such other dates as may be provided by this Agreement.

1.12 Agreement. This Purchase Agreement, as the same may be amended by written consent of both parties.

1.13 Deed. The Special Warranty Deed which conveys the Property from Seller to Buyer.

1.14 Deposit. The sum of Four Hundred Twenty Thousand Dollars (\$420,000.00), consisting of the Initial Deposit and the Additional Deposit.

1.15 Effective Date. The date this Agreement is executed by the last party (excluding Escrow Agent) to sign it.

1.16 Escrow Agent. Buyer's Attorney shall be the Escrow Agent.

1.17 Financing Period. Has the meaning assigned thereto in Section 8 below.

1.18 Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.19 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

1.20 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable state or federal law or regulation.

1.21 HVAC Credit. The sum of One Hundred Thousand Dollars (\$100,000.00), which shall be a credit in favor of Buyer towards the Purchase Price at Closing.

1.22 Improvements. All improvements or other structures owned by Seller and located on the Land.

1.23 Initial Deposit. The sum of One Hundred Thousand Dollars (\$100,000.00).

1.24 Investigation Period. The period of time beginning on January 1, 2017 and ending on March 1, 2017 at 5:00 p.m., Jacksonville, Florida time, unless sooner terminated as provided herein.

1.25 Land. That certain real property located in Brevard County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1.26 Leases. Those certain {Leases} between Buyer, as tenant, and {Seller} Palm Bay Charter Schools, LLC, as landlord, dated as of July 1, 2013 and July 1, 2013, respectively, pursuant to which Buyer currently occupies the Property.

1.27 Net Deposit. The Deposit (to the extent made by Buyer as of the date of calculation), less the positive difference, if any, obtained by subtracting (i) Buyer's Costs (incurred or obligated as of the date of calculation), from (ii) \$35,000.00.

1.28 Nonrefundable Deposit. The positive difference, if any, obtained by subtracting (i) Buyer's Costs (incurred or obligated as of the date of calculation), from (ii) \$35,000.00.

1.29 ~~1.28~~ Permitted Exceptions shall mean, collectively, at the time of closing, (a) liens for taxes, assessments and governmental charges not yet due and payable, or due and payable but not yet delinquent, and (b) such other easements, restrictions and encumbrances that are approved or deemed approved by Buyer pursuant to Section ~~5.3.6.3~~.

1.30 ~~1.29~~ Property. Collectively, the Land and Improvements.

1.31 ~~1.30~~ Property Records. Originals or copies of the following documents relating to the Property (if in the possession of Seller): licenses, permits, certificates of occupancy, real and personal property tax bills, architectural and engineering plans, surveys, environmental reports and studies, leases, service contracts, and financial records of the Property.

1.32 ~~1.31~~ Purchase Price. The sum of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00);

1.33 ~~1.32~~ Seller. Palm Bay Charter Holdings, LLC, ~~Attention:~~ _____, Seller's mailing address is c/o UMB Bank, N.A., as Trustee, 1010 Grand ~~Avenue~~ Boulevard, Fourth Floor, Kansas City, Missouri 64106; Attention Mark Heer, Esq., Telephone (____) _____ 816) 860-3753; Telecopy (____) _____ 816) 860-3029, Email: mark.heer@umb.com.

1.34 ~~1.33-Seller's Attorney.~~ Greenberg Traurig, LLP, Attention: Michael L. Watkins, Esq. Seller's Attorney's mailing address is 450 South Orange Avenue, Suite 650, Orlando, FL 32801, Telephone (407) 420-1000; Telecopy (~~305~~407) 420-5909. Email: watkinsm@gtlaw.com.

1.35 ~~1.34-Title Commitment.~~ An ALTA title insurance commitment issued by Buyer's Attorney as agent for the Title Company, agreeing to issue the Title Policy to Buyer, upon satisfaction of the Buyer's obligations pursuant to this Agreement and the Title Commitment.

1.36 ~~1.35-Title Policy.~~ An owner's title insurance policy in the amount of the Purchase Price, issued by Buyer's Attorney as agent for the Title Company, insuring Buyer's title to the Land, subject only to the Permitted Exceptions, and any other matters permitted herein.

1.37 ~~1.36-Title Company.~~ Fidelity National Title Insurance Company.

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

3.1 Initial Deposit. Prior to the execution of this Agreement by Buyer and Seller, Buyer has delivered to Escrow Agent the Initial Deposit. The Initial Deposit is and shall be held by Escrow Agent in a non-interest bearing escrow account with a commercial or savings bank doing business in Duval County, Florida.

3.2 Additional Deposit. Within 5 business days following the conclusion of the Investigation Period, Buyer shall deliver to Escrow Agent the Additional Deposit, which sum, together with the Initial Deposit, shall constitute the Deposit. Escrow Agent shall keep the Deposit in a non-interest-bearing escrow account with a commercial or savings bank doing business in Duval County, Florida.

3.3 Cash to Close. The Cash to Close and the Deposit shall be paid to Seller in accordance with the closing procedure hereinafter set forth.

4. Investigation Period.

4.1 Buyer's Inspection of the Property. During the Investigation Period, Buyer shall have the right to review and inspect all of the Property Records and to enter upon the Property to make all non-invasive inspections and investigations of the condition of the Property which Buyer may deem necessary, including, but not limited to, ~~soil borings; percolation tests;~~ engineering, environmental and topographical studies; roof and termite inspections; structural and building systems inspections, drainage system investigations, and review of zoning and other matters, all of which inspections and investigations shall be undertaken at Buyer's sole cost and expense. If Buyer desires to perform any invasive testing, including without limitation, soil borings, percolation tests, such testing shall be

permitted or denied only in writing and in Seller's sole discretion. After completing its inspection of the Property, Buyer shall, at its sole cost and expense, repair any damage it has caused to the Property.

4.2 Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including Attorneys' Fees, for nonpayment for services rendered to Buyer, for construction liens, or for damage to persons or property arising out of Buyer's investigation of the Property. Notwithstanding anything to the contrary set forth in this Agreement, the indemnification and agreement to hold harmless set forth in this Section shall survive the Closing or the earlier termination of this Agreement.

4.3 Liability Insurance. Buyer's right to enter the Property and make investigations during the Investigation Period shall be subject to Buyer's prior delivery to Seller of an insurance binder evidencing that Buyer has obtained a commercial liability insurance policy in the amount of \$1,000,000.00 naming the Seller as an additional insured.

4.4 No Marketing of Property. Commencing on the Effective Date and continuing for so long as this Agreement has not been terminated, Seller shall cease and not undertake any efforts to sell the Property to any other person or entity, including without limitation directing any listing agent(s) for the Property to immediately suspend any sales efforts, remove any internet or other media listings of the Property, advise any interested parties that the Property is under an exclusive dealing provision. During the pendency of this Agreement, Seller shall not engage in any such activities for its own or any other person's or entity's account either, and shall return any unsolicited offers for the Property. With respect to any inquiries concerning the sale of the Property during the pendency of this Agreement, Seller shall respond only that the Property is the subject of an existing contract for purchase and sale.

5. Buyer's Right to Terminate During the Investigation Period. In the event that Buyer's investigation of the Property is unsatisfactory to Buyer, in Buyer's sole discretion for any reason whatsoever, Buyer shall deliver to Escrow Agent and Seller, prior to 4:00 p.m. Eastern time in effect on the final day of the Investigation Period, written notice of its election to terminate this Agreement (the "Termination Notice"). Upon Escrow Agent's timely receipt of the Termination Notice, Escrow Agent shall promptly return the Net Deposit to Buyer, Escrow Agent shall deliver the Nonrefundable Deposit to Seller, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms. If Buyer fails to timely terminate this Agreement as provided in this Section, then Buyer shall deliver the Additional Deposit to Seller within 5 business days following the expiration of the Investigation Period, and Buyer shall be deemed to have waived its right to terminate the Agreement as provided in this Section, to have agreed that the Deposit shall not be refundable except as otherwise expressly provided herein, and to have represented and warranted to Seller that: (a) Buyer has had the full opportunity to make such investigation of the condition of the Property as Buyer has deemed necessary; and (b) Buyer will accept the Property in its "AS IS" condition, without any obligation of Seller to make any repairs or renovations to the Property, and with no representations or warranties, except as otherwise expressly provided herein.

6. Title.

6.1 Marketable Title. Seller shall convey to Buyer fee simple title to the Land, subject only to the Permitted Exceptions.

6.2 Delivery of Title Commitment. Within ~~forty five~~fifteen (4515) days following the Effective Date, Buyer or Buyer's Attorney shall obtain the Title Commitment and deliver to Seller, together with a copy of each instrument shown as an exception or pertaining to a requirement in Schedule B-1 thereof.

6.3 Buyer to Notify Seller of Objectionable Exceptions. If the Title Commitment reflects that title to the Land is subject to any matter to which Buyer objects (the ~~"Objectionable Exceptions"~~, ~~or if~~), Buyer shall notify Seller's Attorney in writing of the Objectionable Exceptions to which Buyer objects no later than fifteen (15) days after the deadline for Buyer's receipt of the Title Commitment. If at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any Objectionable Exceptions not disclosed on the initial Title Commitment, Buyer shall notify Seller's Attorney in writing of the Objectionable Exceptions to which Buyer objects no later than ~~fifteen~~five (155) business days after the period specified in paragraph 5.2 above. ~~If Buyer fails to deliver timely notice to Seller's Attorney of any Objectionable Exceptions, Buyer shall be deemed to have waived its right to object to same and such exceptions shall be deemed "Permitted Exceptions", and Buyer shall proceed to Closing as hereinafter provided.~~Buyer becomes aware of the Objectionable Exceptions.

6.4 If Buyer fails to deliver timely notice to Seller's Attorney of any Objectionable Exceptions, Buyer shall be deemed to have waived its right to object to same and such exceptions shall be deemed "Permitted Exceptions", and Buyer shall proceed to Closing as hereinafter provided.

6.5 6.4-Objectionable Exceptions. If Buyer has timely notified Seller's Attorney of any Objectionable Exceptions to which Buyer objects, Seller shall have the following options:

6.5.1 6.4-1-Mandatory Objectionable Exceptions. If the Objectionable Exceptions are liquidated claims, judgments, taxes (other than taxes which are subject to payment by Buyer pursuant to the Lease or are subject to adjustment pursuant to this Agreement), or are otherwise curable by the payment of money, without resort to litigation, then Seller shall be required to remove and satisfy such Objectionable Exceptions (the ~~"Mandatory Objectionable Exceptions"~~) by taking the actions necessary to have the Mandatory Objectionable Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Mandatory Objectionable Exceptions are removed from the Title Commitment.

6.6 6.5-Optional Objectionable Exceptions. With regard to all Objectionable Exceptions which are not Mandatory Objectionable Exceptions (the ~~"Optional Objectionable Exceptions"~~), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Objectionable Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Objectionable Exceptions are

removed from the Title Commitment. If Buyer has timely notified Seller's Attorney of any Objectionable Exceptions which are Optional Objectionable Exceptions, Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Objectionable Exceptions within fifteen (15) days after Seller's Attorney's receipt of Buyer's notice of any Optional Objectionable Exceptions. If Seller notifies Buyer that it will not attempt to cure the Optional Objectionable Exceptions, Buyer shall have the option, to be exercised within fifteen (15) days after Buyer's receipt of Seller's Attorney's notice, to either, proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or to receive back the Deposit. In the event Buyer elects to receive back the Deposit, this Agreement shall be deemed terminated and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder, except as otherwise expressly provided herein. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms.

6.7 ~~6.6~~ Seller's Right to Extend Closing Date. If Seller fails or otherwise determines that it shall be unable to cure the Mandatory Objectionable Exceptions or those Optional Objectionable Exceptions which it has elected to cure on or before the Closing Date, Seller shall have the right to postpone the Closing Date for a period of up to ninety (90) days in order to afford Seller additional time to cure the Mandatory Objectionable Exceptions and such Optional Objectionable Exceptions, by sending written notice to Buyer and Escrow Agent not later than ten (10) days prior to the Closing Date. If the Closing Date has been postponed, at such time as Seller has successfully cured the Mandatory Objectionable Exceptions and such Optional Objectionable Exceptions, Seller shall reschedule the Closing by sending written notice to Buyer and Escrow Agent not less than fifteen (15) days prior to the rescheduled Closing Date. In the event that Seller fails or otherwise determines that it shall be unable to cure the Mandatory Objectionable Exceptions or such Optional Objectionable Exceptions within ninety (90) days after the originally scheduled Closing Date, Buyer shall have the option, to be exercised within fifteen (15) days after receipt of Seller's notice thereof, to either accept title in its existing condition without adjustment to the Purchase Price, or to terminate this Agreement and receive back the Deposit, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

6.8 ~~6.7~~ Objectionable Exceptions Caused by Buyer. Buyer shall not have the right to object to title or to terminate this Agreement by reason of any Objectionable Exception which is caused by Buyer or by any party claiming by, through or under Buyer.

7. Survey.

7.1 Delivery of Survey. Within ~~forty five~~ fifteen (45) days after the Effective Date, Buyer may obtain a survey (the "Survey") of the Land and all Improvements thereon prepared by a land surveyor or engineer registered and licensed in the State of Florida. Buyer shall pay the cost of the Survey.

7.2 Survey Defects. If the Survey shows any matter which would affect the marketability of title to the Land (except for the Permitted Exceptions and other title matters otherwise permitted hereunder), Buyer shall notify Seller in writing of the specific defect no later than ~~fifteen (15) days after the period specified in paragraph 6.1 above~~ the deadline for notifying the Seller of Objectionable Exceptions. The Survey defect shall be treated in the

same manner as title defects are treated under this Agreement. Buyer's failure to deliver timely notice of Survey defects shall be deemed a waiver of Buyer's right to object to Survey matters as provided in this Section.

8. Financing Contingency. For a period commencing on the Effective Date and ending at 5:00 p.m., Jacksonville, Florida time, on the ninetieth calendar day thereafter (as extended, the ("Financing Period"), Buyer shall use commercially reasonable efforts to obtain an executed loan term sheet/commitment or a bond purchase agreement for tax-exempt bond issuance (the "Loan Commitment") for the financing of Buyer's acquisition of the Property, on terms and conditions reasonably acceptable to Buyer. In the event Buyer is unsuccessful in obtaining a Loan Commitment within such ninety day period, then Buyer shall have the right to extend the Financing Period, as follows: (i) not later than such ninetieth day, Buyer shall send written notice to Seller of the extension of the Financing Period for up to 30 days ("First Extension"), together with payment of a non-refundable and non-applicable fee of \$5,000; (ii) in the event that the Borrower has not obtained the Loan Commitment by the end of the First Extension, Buyer shall send written notice to Seller of the extension of the Financing Period for up to 30 additional days ("Second Extension"), together with payment of a non-refundable and non-applicable fee of \$7,500; and (iii) in the event that the Borrower has not obtained the Loan Commitment by the end of the Second Extension, Buyer shall send written notice to Seller of the extension of the Financing Period for up to 30 additional days ("Third Extension"), together with payment of a non-refundable and non-applicable fee of \$10,000. Buyer is not obligated to extend the Financing Period. In the event Buyer is unsuccessful in obtaining a Loan Commitment during the Financing Period (as extended), Buyer may at its sole option to terminate this Agreement, whereupon the Net Deposit (but not any extension fees) shall be paid to Buyer, the Nonrefundable Deposit shall be paid to Seller, and except for those obligations that expressly survive termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms.

9. Seller's Representations.

9.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

9.1.1 Seller's Existence. Seller is a Florida limited liability company with "active" status in Florida, and Seller has full power and authority to own and sell the Property and to comply with the terms of this Agreement.

9.1.2 Authority. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller's capacity and all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms.

9.1.3 Litigation. Seller has received no notice of and has no actual knowledge of any administrative agency action, litigation, condemnation proceeding or proceeding of any kind, including governmental or private environmental cases, pending, threatened or contemplated against the Property, including any requests for public dedication.

9.1.4 FIRPTA; Patriot Act. Seller is not a “foreign person,” as defined by Section 1445 of the Internal Revenue Code. Seller shall comply with all requirements imposed by the Internal Revenue Service in regard to same. Seller shall provide all certifications and affidavits required by Buyer with respect to the US Patriot Act.

9.1.5 Environmental. To Seller’s knowledge, without inquiry or investigation, there is not any: (a) presence of any Hazardous Material above, below, on, or within the Property; (b) present or past generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Material on the Property; or (c) failure by Seller or any former owner of the Property to comply with any applicable local, state or federal environmental laws, regulations, ordinances or administrative or judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Material.

9.1.6 Parties in Possession. Except for Buyer’s possession under the ~~Lease~~Leases or as shown by the public records of Brevard County, Florida, there are no parties other than Seller in or with rights to possession of any portion of the Property claiming through Seller or its predecessors in title.

9.2 Survival of Representations. All of the representations of the Seller set forth in ~~this Agreement~~Section 9.1 shall be true upon the execution of this Agreement, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date. The representations, warranties and agreements of the Seller set forth in this Agreement shall survive the Closing for a period of one year. The aggregate liability of Seller for breach of any representations and warranties shall not exceed an amount equal to two percent (2%) of the Purchase Price. The provisions of this Section 9.2 shall survive the Closing.

9.3 Buyer’s Pre-Closing Remedies for Seller’s Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller’s warranties or representations set forth in this Agreement are not true on the Effective Date or at ~~anytime~~any time thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Agreement by written notice thereof to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, Seller shall reimburse Buyer for Buyer’s Costs and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Agreement notwithstanding the failure of such representation, in which event the Closing shall be deemed a waiver by Buyer of the failure of such representation and warranty and the Buyer may recover from the Seller any damages sustained by the Buyer.

9.4 Disclaimer of Representations and Warranties. Buyer acknowledges that Seller has acquired the Property by deed in lieu of foreclosure, and that Seller is conveying the Property to Buyer in “as is” condition. Buyer acknowledges that except as expressly set forth herein, Seller has not made any warranties or representations concerning the Property or any component thereof, including, without limitation, the operation of or the costs or results of the operation thereof, the condition of the Improvements; the existence, location, quality or condition of any personal property; the concurrency status of the Property; the zoning or other land use restrictions affecting the Property; the enforceability of any contract or other

agreement or right assigned hereunder; the compliance of the Property or any part thereof with any Governmental Requirement; the use or existence or prior use or existence of any Hazardous Material on the Property; or the accuracy or completeness of any statement or other matter previously disclosed to Buyer. Buyer represents that it is purchasing the Property in its present condition, the Buyer having made (or having the opportunity to make during or prior to the Investigation Period) its own inspection and examination of the Property and all components thereof. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES GIVEN TO BUYER IN CONNECTION WITH THE SALE OF THE PROPERTY. SELLER DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY AND FITNESS THAT MAY BE DUE FROM SELLER TO BUYER. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, THIS SECTION SHALL SURVIVE THE CLOSING.

10. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

10.1 Buyer's Existence. Buyer is a Florida not-for-profit corporation, with "active" status in Florida, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Agreement.

10.2 Authority. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms.

11. Closing. Subject to all of the provisions of this Agreement, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Buyer's Attorney; or, if the Buyer is financing all or a portion of the Purchase Price by an institutional loan or bond transaction, at the office of such lender's attorney or bond counsel.

12. Seller's Closing Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Buyer:

12.1 Deed. The Deed (in the form attached hereto as Exhibit "B"), which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

12.2 Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that, to the best of Seller's knowledge, as follows: (a) no individual or entity has any claim against the Property under the applicable contractor's lien law, (b) except for Seller and Buyer under the Leases, and as otherwise provided herein, no individual or entity is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made within the immediately preceding ninety (90) days. The affidavit shall also include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title

Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy. The Affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer. The form of Seller's affidavit is attached hereto as Exhibit "C". Said form of affidavit shall be subject to the reasonable requests of the Title Company.

12.3 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller.

12.4 Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986.

12.5 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer or the Title Company may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Agreement and to consummate the transaction herein contemplated.

13. Buyer's Closing Documents. At Closing, Buyer shall deliver the following documents ("Buyer's Closing Documents") to Seller:

13.1 Authorizing Resolutions. Certificates of such resolutions of Buyer in form and content as Seller or the Title Company may reasonably request evidencing authorizing the entering into and execution of this Agreement and the consummation of the transaction herein contemplated.

14. Closing Procedure. The Closing shall proceed in the following manner:

14.1 Pre-Closing Delivery of Documents. Buyer's Attorney and Seller's Attorney shall each deliver to the other copies of the proposed Buyer's Closing Documents and Seller's Closing Documents not less than five (5) days prior to the Closing Date.

14.2 Transfer of Funds. Buyer shall pay or cause to be paid the Cash to Close to Escrow Agent by wire transfer to a depository designated by Escrow Agent.

14.3 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Escrow Agent.

14.4 Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, and provided all other obligations to close have been fulfilled, Escrow Agent shall disburse the Deposit, Cash to Close, and Buyer's Closing Documents to Seller, and the Seller's Closing Documents to Buyer.

15. Prorations and Closing Costs.

15.1 Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

15.1.1 Taxes. Real estate and personal property taxes shall not be prorated ~~based on amounts for the current year with maximum discount taken, except that if tax amounts for the current year are not available, prorations shall be made based upon the taxes for the preceding year, with maximum discount taken, as Buyer is responsible for payment of all real estate and personal property taxes under the Leases.~~

15.1.2 Pending and Certified Liens. ~~Subject to the limitations set forth in Section 5.4.1 hereof, certified liens~~Liens levied by any Governmental Authority for which the work has been substantially completed and which are currently due and payable in full shall be paid by the Seller, and Seller may use all or any portion of the Cash to Close to pay off or satisfy such liens concurrently with Closing. Pending liens and certified liens which are payable on an installment basis such as monthly, semi-annually, annually or bi-annually or for which the work has not been substantially completed shall be assumed by the Buyer. shall not be prorated, as Buyer is responsible for the payment of liens under the Leases.

15.1.3 Utility Deposits. Buyer shall be responsible for posting its own utility deposits and shall coordinate the posting of its utility deposits with Seller to enable Seller to arrange for final readings of the utility meters prior to or as of the Closing Date, and for Seller to receive a refund of its deposits.

15.1.4 Utilities. Water, sewer, electricity, gas and other utility charges, if any, shall be prorated on the basis of the fiscal period for which assessed, except that if there are utility meters for the Property, apportionment at the Closing shall be based on the last available reading.

15.1.5 License and Permit Fees. License and permit fees shall be prorated only if the respective license or permit is transferable to Buyer.

15.1.6 Other Items. All other items required by any other provision of this Agreement to be prorated or adjusted or, absent express reference thereto in this Agreement, items normally prorated in the county where the Property is located, shall be prorated in accordance with the standards prevailing in the county in which the Land is located.

~~15.2 Reproration of Taxes. At the Closing, the above referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. If any refund of real property taxes is made after the Closing Date for a period prior to the Closing Date, the refund shall be applied first to the cost incurred in obtaining same; the balance, if any, shall be paid to Seller (for the period prior to the Closing Date) and to~~

~~Buyer (for the period commencing with the Closing Date). The provisions of this section shall survive the delivery of the Deed.~~

15.2 ~~15.3~~ Seller's Closing Costs. Seller shall pay for the following items prior to or at the time of Closing:

- = Documentary stamps and recording costs on Deed
- = Certified and pending municipal special assessment liens for which the work has been substantially completed
- = Title insurance search charges and owner's title premiums
- = Seller's Attorney's fees and expenses

15.3 ~~15.4~~ Buyer's Closing Costs. Buyer shall pay (or assume) for the following items prior to or at the time of Closing:

- = All costs of financing
- = Pending special assessment liens for which the work has not been substantially completed
- = All costs of its due diligence investigations
- = Survey
- = Buyer's Attorney's fees and expenses

16. Possession. Buyer shall be granted full possession of the Property at Closing.

17. Condemnation. If at any time prior to the Closing Date, any proceedings shall be commenced for the taking of all of the Property or any material portion thereof, for public or quasi-public use pursuant to the power of eminent domain, Seller shall furnish Buyer with written notice of any proposed condemnation within five (5) days after Seller's receipt of such notification, but in no event later than the Closing. In such event, and provided that Buyer is not otherwise in default under this Agreement, Buyer shall have the option to terminate this Agreement within fifteen (15) days after receipt by Buyer of notice thereof from Seller by written notice to Seller and the Escrow Agent. Should Buyer terminate this Agreement, the Net Deposit shall immediately be returned to Buyer and the Nonrefundable Deposit shall be immediately transmitted to Seller, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms. If Buyer does not elect to terminate within the required time, then (i) the Closing shall progress as herein provided without reduction of the Purchase Price; (ii) Buyer shall have the right to participate in the negotiation of any condemnation awards or other compensation for taking, and (iii) Seller shall assign unto Buyer any and all awards and other compensation for such taking to which it would be otherwise entitled as owner of the Property and Seller shall convey such of the Property, if any, which remains after the taking.

18. Damage by Casualty. In the event that the Improvements or any portion thereof are damaged or destroyed by fire or other casualty prior to Closing, Seller shall have the option to repair and restore the Property to the same condition as before the fire or casualty and

Closing shall be deferred for up to sixty (60) days to permit such repair and restoration. If Seller elects not to repair and restore or if Seller is not able to repair or restore within such sixty (60) day period, then Buyer shall have the option of either (a) ~~terminate~~ **terminating** this Agreement and receiving a refund of the Net Deposit, with the Nonrefundable Deposit transmitted to the Seller, whereupon both parties shall be released from all further obligations under this Agreement, or (b) proceeding with Closing in which case Buyer shall be entitled to all insurance proceeds and to a credit equal to the insurance deductibles. The foregoing provisions in this Section 18 shall not be deemed to amend the Leases.

19. Default; Commissions.

19.1 Buyer's Default. In the event that this transaction fails to close due to a default on the part of Buyer, the Deposit made or agreed to be made by Buyer shall be paid to the Seller as agreed-upon liquidated damages and thereafter, except as otherwise specifically set forth in this Agreement, neither Buyer nor Seller shall have any further obligation under this Agreement. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the Deposit to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. Termination of this Agreement by reason of Buyer's default shall not be deemed to be a default under the Leases, and the Leases shall continue in accordance with their terms.

19.2 Seller's Default. In the event that this transaction fails to close due to a default on the part of Seller (other than Seller's failure to convey marketable title to the Land as provided herein), Buyer shall have the right to either (i) terminate the Agreement and receive back the Deposit (including any funds released to Seller), in which event the parties shall be released from any and all liability under this Agreement, except as otherwise expressly provided herein, or (ii) seek specific performance of Seller's obligations hereunder, with the Deposit remaining in escrow pending the outcome of such proceedings. The foregoing shall be Buyer's sole remedies in the event of Seller's default hereunder and Buyer shall have no action against Seller for damages. Upon such termination of this Agreement, the Leases shall continue in accordance with their terms.

19.3 Brokerage Commission. Seller represents and warrants to Buyer and Buyer represents and warrants to Seller that Broker is the only real estate or other broker engaged with respect to this transaction; that Broker has been engaged pursuant to a separate agreement with Seller; and that no other broker or finder has been engaged by Seller with respect to this transaction. Seller and Buyer agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. Seller agrees to pay Broker its full commission or other fees and expenses due under such separate agreement, in accordance with the terms thereof. Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section shall survive the Closing or earlier termination of this Agreement as expressly provided herein.

20. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (i) hand-delivered, (ii) sent by e-mail (with copies to their respective attorneys although for purposes of timely delivery the copies to said attorney's will not be counted) to the recipient party's e-mail address shown above and, in such case (1) the e-mail message is not returned to the sender as being undeliverable, (2) any attachments to the e-mail must be in text, rich text, Adobe Acrobat or Microsoft Word formats (and not in HTML, .exe or other formats), and (3) a copy is also sent by one of the methods described in clauses (i), (iii), (iv) or (v) of this Section (it being understood and agreed, however, that such notice shall be deemed received upon sending of the e-mail unless it is returned as non-deliverable), (iii) sent by Federal Express or a comparable overnight mail service, or (iv) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, (v) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in Section 1 of this Agreement. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

21. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

21.1 Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Agreement. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Agreement or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Agreement. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

21.2 Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Agreement is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

~~21.3 Indemnification. Buyer and Seller will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Agreement, as well as the costs and expenses of~~

~~defending against any claim or liability arising under this Agreement. This provision shall survive the Closing or earlier termination of this Agreement.~~

~~21.3~~ ~~21.4~~ Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction, and Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Agreement.

22. Assignment. This Agreement shall not be assigned by Buyer.

23. Miscellaneous.

23.1 Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.2 Attorneys' Fees. Each of the parties hereto shall bear its own costs and Attorneys' Fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all Attorney's Fees.

23.3 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m., Jacksonville, Florida time, on the next full Business Day.

23.4 Construction of Agreement. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

23.5 Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and each of which shall be deemed an original.

23.6 Entire Agreement. This Agreement sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties, and there are no agreements, understandings, warranties, representations among the parties except as otherwise indicated herein.

23.7 Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23.8 Governing Law. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida both substantive and remedial, regardless of the domicile of any party, and will be deemed for such purposes to have been made, executed and performed in the State of Florida; provided, however, Seller and Buyer do not waive any defenses, rights, remedies, privileges or other matters available under federal law or otherwise.

23.9 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

23.10 Energy Efficiency. In accordance with Florida law, the following disclosure is hereby made: Buyer may have the Property's energy efficiency rating determined. Buyer acknowledges that it has received from Seller a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

23.11 23.10-Recording. Neither this Agreement nor any portion thereof nor memorandum relating hereto shall be placed of record by any party to this Agreement.

23.12 23.11-Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

23.13 23.12-Severability. Should any clause or provision of this Agreement be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision.

23.14 23.13-Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.15 23.14-Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Agreement.

24. Waiver of Trial by Jury. SELLER AND BUYER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL

INDUCEMENT FOR SELLER AND BUYER ENTERING INTO THE SUBJECT TRANSACTION.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated below.

SELLER:

Palm Bay Charter Holdings, LLC,
a Florida limited liability company

By: _____
_____, Manager

Date: _____

BUYER:

Odyssey Charter School, Inc.,
a Florida not-for-profit corporation

By: _____
_____, _____

Date: _____

EXHIBIT A

Tract "E", PORT MALABAR UNIT EIGHTEEN, according to the plat thereof recorded in Plat Book 15, page 109 of the public records of Brevard County, Florida.

EXHIBIT B

EXHIBIT C

Document comparison by Workshare Compare on Friday, January 20, 2017
10:47:14 AM

Input:	
Document 1 ID	interwovenSite://DMS-FLORIDA/ORL/299466438/1
Description	#299466438v1<ORL> - UMB/PATRIOT: Purchase Agreement (sale of property)
Document 2 ID	interwovenSite://DMS-FLORIDA/ORL/299466438/2
Description	#299466438v2<ORL> - UMB/PATRIOT: Purchase Agreement (sale of property)
Rendering set	GT-1

Legend:	
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<u>Moved to</u>	
Style change	
Format change	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	178
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Moved to	0
Style change	0
Format changed	0
Total changes	353