

**MEMORANDUM OF UNDERSTANDING BETWEEN
[SCHOOL DISTRICT] AND [CHARTER SCHOOL]
REGARDING SERVICES PROVIDED BY THE OREGON SCHOOL BOARDS ASSOCIATION**

This Memorandum of Understanding (“MOU”) is between [School District] and [Charter School], collectively referred to as “Parties.” This Agreement is effective upon signature by the Parties and shall remain in effect for the duration of the current charter contract between the Parties, unless terminated as allowed in this Agreement. The charter contract expires on [date].

RECITALS:

1. The Oregon School Boards Association (“OSBA”) will be incorporated as a nonprofit corporation under ORS Chapter 65 beginning July 1, 2018. As a result, OSBA will be prohibited from accepting dues and service fees from entities that are not political subdivisions of the state as defined under Treas Reg § 1.103-1(b) and Revenue Ruling 78-276, 1978-2 CB 256. Under these definitions, Oregon charter schools are not political subdivisions of the state.
2. Beginning July 1, 2018, OSBA cannot offer associate memberships to charter schools or contract directly with them for services.
3. Charter schools can still access OSBA services through their sponsor, as long as the sponsor is a member of OSBA.

AGREEMENT:

1. [School District] permits [Charter School] to access services through OSBA for the length of the [charter contract or school year(s)]. Before scheduling initial services, [Charter School] shall provide a fully executed copy of this MOU to OSBA.
2. When [Charter School] schedules a service with OSBA, OSBA will enter into a service agreement with [School District] and will invoice [School District] for the service, according to the MOU.
3. [School District] will pay the OSBA invoice, and will invoice [Charter School] for the same amount.
4. [Charter School] shall remit payment to [School District] in full within thirty (30) days of the invoice.
5. [Charter School]’s failure to remit payment to [School District] in a timely manner may result in the termination of this Agreement at the discretion of [School District].
6. This Agreement may be terminated or amended only by written approval of both Parties, except as authorized in 5. above.

SIGNED:

[Charter School][Director][Board chair]

[School District][Superintendent][Board chair]

Date

Date