Memorandum of Agreement
Between
South Carolina Association of Public Charter Schools, Inc.
dba Public Charter School Alliance of South Carolina
And
_____ Charter School, Inc.

A. Purpose.
The purpose of this agreement is to provide the Charter School with a certified board election in compliance with the SC Charter Act for the ___ (insert number) board seats which are currently open. This process provides transparency to the public and ensures external assurances of a fair process.

B. PCSASC Scope of Work.
PCSASC will provide technical expertise and assistance necessary to elect a charter school board election in compliance with the SC Charter Act. The scope of work is to include, but not limited to:
- Develop comprehensive timeline and plan within the deadline of charter: _____.
- Review of bylaws and charter documents for compliance and protocol.
- Implementation of recruitment plan for a diverse, qualified board with recruitment letter and online applications.
- Provide technical assistance in the understanding the implementation of the SC Charter Schools Act concerning board development.
- Collect Board Candidate Applications Electronically
- Create PDF Document of all Candidates Bio Summaries to be posted from School's Website.
- Create e-ballot and "go live" with it for up to 3 business days. E-ballot can have write-in option also.
- Email eligible voters with ballot link and unique voter code and send reminder email prior to closing ballot.
- Troubleshoot any issues with e-ballots during the voting process.
- Certify the election at the end of voting and report results to board chair and school leader.
- Notify elected board members and those not elected of the results by email.
- Issue a press release on the results if requested.
- Optional: Provide training for office staff or volunteers for onsite voting at the school if desired.

C. Charter School Responsibilities.
- Provide questions for board application and review draft application.
- Email stakeholders about board openings with letter developed by the PCSASC.
- If a board candidate is not able to complete the online board application it is the school's responsibility to assist the candidate with data entry by the deadline.
- Responsible for promoting the election and marketing to all eligible votes.
- Provide an accurate list in MS Excel with emails of those eligible to vote.
- Provide links from school's website to board application and ballot at the appropriate times.

- Post PDF Document of all Candidates Bio Summaries on School's Website
- Provide school information for the final press release if requested.
- Criminal Back ground checks on all candidates.
- Orientation to the school's charter and board expectations.

D. Commitment

With this agreement both parties commit to accomplishing tasks as agreed upon within agreed upon deadlines and following all local, state, and federal laws as applied to a non-profit public charter school.

E. Termination

Either party may terminate this agreement on 10 days written notice if it is either party's sole judgment that the other has failed to live up to any of its obligations under this Agreement.

F. Entire Agreement; Modification

This agreement represents the entire agreement and may be modified only with the written agreement of both parties.

G. Fees for Service

The Charter School agrees to pay a per ballot fee of $1, with a minimum charge of $750. This is estimated to be approximately $_____ based on a projected number of _____ (#) students at the election and ____ (#) employees of the school. If the school's data is not provided in the excel format requested or there are data errors requiring correction an additional charge of $45 per hour will be invoiced in addition to the per vote fee. Payment is to be made within 10 business days of the end of the board election being certified. Failure to pay these fees will be cause for PCSASC to recover unpaid fees by whatever legal means are available in the State of South Carolina.

Executed on this day of _____

_____
PCSASC Executive Director

_____
Authorized Signature of School Official