**MEMORANDUM OF UNDERSTANDING AND COOPERATION**

**between**

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

**and**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SCHOOL PARENT TEACHER ASSOCIATION/ORGANIZATION**

 This Memorandum of Understanding and Cooperation (“MOU”) is entered into by and between the Detroit Public Schools Community District (“DPSCD”), a Michigan community school district, and \_\_\_\_\_\_\_\_\_\_\_\_, a Michigan non-profit corporation **(“\_\_\_\_\_\_\_\_ PTO/A**”). (DPSCD and **\_\_\_\_\_\_\_\_ PTO/A** may each be referred to herein as a “Party” and collectively, “Parties”).

**WITNESSETH**

 WHEREAS**, \_\_\_\_\_\_\_\_ PTO/A** is a local, self-governing membership association whose main purpose is to promote the health, welfare, safety and education of children and youth in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School;

WHEREAS, DPSCD is interested in assisting parent-teacher organizations to provide vehicles to empower and engage families and students while the district works to rebuild and restore successful outcomes for all students;

WHEREAS, Michigan Parent Teacher Association (“Michigan PTA”), a chapter of the National Parent Teacher Association, promotes local, regional and state efforts to focused on the education and well-being of all children in our state by working with families, educators, school boards, statewide associations and non-profit organizations, business and community leaders, the legislature, the State Board of Education and the Michigan Department of Education to ensure child-related concerns are being met.

WHEREAS, DPSCD has designated parent teacher associations which belong to the Michigan PTA as the primary parent organization to provide the district with a national, uniform, and well-resourced platform for parents and teachers to work together for the benefit of students.

WHEREAS, DPSCD desires to encourage the formation of parent teach associations and provide the support outlined in this MOU to only one (1) parent teacher organization per DPSCD school and has determined to provide such support to **\_\_\_\_\_\_\_\_ PTO/A**.

WHEREAS, the Parties believe that collaboration and cooperation between **\_\_\_\_\_\_\_\_ PTO/A,** \_\_\_\_\_\_\_\_ School and DPSCD is crucial to the school’s success and believe that it is the interests of its parents, teachers and students to provide some guidelines for collaboration and to have a mechanism to resolve any disputes which may arise.

NOW THEREFORE, the Parties agree to cooperate as follows:

1. **DPSCD Cooperation**: DPSCD will:
	1. To extent that funds are available and **\_\_\_\_\_\_\_\_ PTO/A** is a member of Michigan PTA, assist **\_\_\_\_\_\_\_\_ PTO/A** in paying any membership dues payable to Michigan PTA.
	2. Provide **\_\_\_\_\_\_\_\_ PTO/A** with meeting and activity space at \_\_\_\_\_\_\_\_ school at no charge to **\_\_\_\_\_\_\_\_ PTO/A. \_\_\_\_\_\_\_\_ PTO/A** will adhere to the other community use guidelines, including those relating to liability insurance and the school’s and DPSCD’s facilities department’s right to arrange and coordinate scheduling of all community use activities at the school.
	3. In conjunction with Michigan PTA, provide professional support, training and development (or access thereto) to **\_\_\_\_\_\_\_\_ PTO/A** officers to enable **\_\_\_\_\_\_\_\_ PTO/A** to operate efficiently and to be self-sustaining.
	4. Assist **\_\_\_\_\_\_\_\_ PTO/A** in publicizing its meetings on \_\_\_\_\_\_\_ School’s website and through flyers.
	5. Upload copies of **\_\_\_\_\_\_\_\_ PTO/A’s** bylaws and, if applicable, annual evidence of good standing with Michigan PTA on DPSCD’s Department of Family and Community Engagement’s website.
	6. Through DPSCD’s Office of Family and Community Engagement, provide forms or access to forms to enable **\_\_\_\_\_\_\_\_ PTO/A** to request financial and other support from DPSCD.
	7. To extent that funds are available, assist **\_\_\_\_\_\_\_\_ PTO/A** in offering funding to **\_\_\_\_\_\_\_\_ PTO/A’s** officers and selected members to attend professional development and other training conferences.
2. **\_\_\_\_\_\_\_\_ PTO/A Cooperation**: **\_\_\_\_\_\_\_\_ PTO/A** will:
	1. As long as this MOU is in existence, be a member of Michigan PTA.
	2. Provide a copy of **\_\_\_\_\_\_\_\_ PTO/A’s** tax identification number, bylaws and annual evidence of good standing with Michigan PTA to DPSCD, as well as copies of any changes thereto.
	3. Keep contact information (including name, addresses and phone numbers) for all**\_\_\_\_\_\_\_\_ PTO/A’s** officers (i.e., President, Secretary, and Treasurer) current with Office of Family and Community Engagement. **\_\_\_\_\_\_\_\_ PTO/A** shall review and confirm its information on a monthly basis.
	4. Ensure that membership and participation is open to all parents and supporters of DPSCD and its students by being non-partisan and non-sectarian in membership and purpose.
	5. Encourage any other parent groups to work with **\_\_\_\_\_\_\_\_ PTO/A** and cooperatively work with such groups for the benefit for \_\_\_\_\_\_\_\_\_\_ school, its students and staff.
	6. Coordinate all parent and community activities with \_\_\_\_\_\_ school principal and other DPSCD leadership; including, but not limited to by providing information and status of **PTO/A’s** activities.
	7. Post its meeting schedule on the \_\_\_\_ school website.
	8. Use DPSCD’s forms to request financial and other support from DPSCD
	9. Ensure that the purpose of all fundraising activities is aligned with the safety, welfare and education of \_\_\_\_ school and its students and that all fundraising activities, where-ever held, comply with DPSCD policies. See policy no. 5830, Fundraising, which can be found at: [https://www.boarddocs.com/mi/detroit/Board.nsf/Public#](https://www.boarddocs.com/mi/detroit/Board.nsf/Public)., a copy of which will be provided upon written request.
	10. Make the **\_\_\_\_\_\_\_\_ PTO/A** financial records available for review by DPSCD at any time.
	11. Only use its tax-identification number and approved tax-exempt status. DPSCD’s tax-exempt status and identification number are not to be used for any purpose.
	12. Make all members and participants aware that no individual should personally benefit from the activities the organization conducts and this concept should be made a requirement of \_\_\_\_\_\_\_\_ **PTO/A’s** bylaws.
	13. Understands and agrees that Title I funds may only be utilized for only Title I authorized activities and are not part of the funds which may be DPSCD to support \_\_\_\_\_\_\_\_ **PTO/A’s** activities.
	14. Utilize the following process to resolve any misunderstandings or disputes between **\_\_\_\_\_\_\_\_ PTO/A** and \_\_\_\_\_\_\_ School. **\_\_\_\_\_\_\_\_ PTO/A** will first advise \_\_\_\_\_ School Principal of the misunderstanding or dispute and the Principal or his or her designee will work with **\_\_\_\_\_\_\_\_ PTO/A’s President** or other officer designated in writing to reach a resolution. In the event that the parties are unable to reach mutually satisfactory resolution, DPSCD’s Office of Family and Community Engagement will work with**\_\_\_\_\_\_\_\_ PTO/A** and \_\_\_\_\_\_\_ School to reach a resolution, including as necessary for engagement by the Superintendent or his designee and/or Board members in the resolution process.

C. DPSCD owns and controls the trademarks of the DPSCD logo. All uses of the DPSCD or \_\_\_\_\_\_ School logos by **\_\_\_\_\_\_\_\_ PTO/A** must be approved in writing by DPSCD. Each Party may use the Party’s name, trademarks, and logos to promote and report on the activities contemplated under this MOU, provided, however, that any such use does not disparage or place in a false or negative light the other Party, and the respective principals, officers, directors, employees and students thereof.

D. **\_\_\_\_\_\_\_\_ PTO/A** and its members, officers, and volunteers are required to adhere to all applicable provisions of state and federal law regarding the privacy, security and confidentiality of student information, student educational records and any protected health information, as defined in, but not limited to, the Family Education Rights and Privacy Act, FERPA, 20 U.S.C 1232g, the Health Information Portability and Accountability Act, HIPAA, 42 U.S.C. §§ 300gg et seq., P.L. 104-191 and related regulations. This provision will survive termination of expiration of this MOU.

E. There shall be no discrimination in the implementation of this MOU or the providing of services by either of the Parties on the basis of race, age, creed, color, national origin, age, marital status, height, weight, Vietnam veteran status, sexual orientation, covered disability, or any other characteristic protected from discrimination by applicable law. In this regard, each party shall be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this MOU.

F. This MOU may be (a) amended only in writing though mutual agreement of the Parties or (b) terminated in writing by mutual agreement or by either party with ninety (90) days’ prior writing notice for any reason. DPSCD may also terminate this MOU immediately for **\_\_\_\_\_\_\_\_ PTO/A’s** failure to fulfill its obligations under Section B hereof. DPSCD will provide **\_\_\_\_\_\_\_\_** **PTO/A** will reasonable notice to cure the failure if possible. This MOU shall be governed by Michigan law.

In agreement with the provisions of the Memorandum of Understanding, the undersigned Parties affix their signatures in the spaces provided below

**DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT**

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

 Dr. Nikolai P. Vitti, General Superintendent

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

**\_\_\_\_\_\_\_\_\_\_ PTO/A**

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

 [Name] [Title]

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