

Resource C

Memorandum of Understanding

Purpose and Scope:

The purpose of this Memorandum of Understanding (“MOU”) is to set forth the agreement between the National Congress of Parents and Teachers (“National PTA”) and the _____ (the “State Constituent Association”) (collectively the “Parties”).

Agreement:

1. By signing this MOU, National PTA agrees that, in exchange for State Constituent Association’s acknowledgments and agreements contained herein, State Constituent Association shall enjoy the following privileges of affiliation with the National PTA and each of its obligations contained herein:
 - a. Affiliation with National PTA – Status as a Chartered Congress;
 - b. License to use the National PTA trademarks, including but not limited to: PTA, PARENT TEACHER ASSOCIATION, PTSA, PARENT TEACHER STUDENT ASSOCIATION, CONGRESS OF PARENTS AND TEACHERS and the related logos in conjunction with the name of the State Constituent Association; license to use the above marks as well as other National PTA marks (the “PTA Trademarks”) as permitted by the National PTA policies, procedures and directives;
 - c. Access to appropriate membership data within National PTA database;
 - d. Authority to collect dues for the association;
 - e. Authority to charter new units and/or other constituent associations;
 - f. Representation at National PTA’s Annual Convention by the state constituent association’s voting delegates;
 - g. Access to exclusive National PTA resources, training, technical assistance and other services;
 - h. Ability to bring resolutions to National PTA for consideration;
 - i. Funding to attend National PTA meetings and events as may be specified in the National PTA bylaws and/or budget;
 - j. Benefits from sponsored gifts or rewards and participation in sponsorship/members-only programs;
 - k. Eligibility for grants and/or program participation/incentive funds;
 - l. Official representation assigned by National PTA at the state constituent association’s annual meeting/convention or other statewide event according to the current, adopted National PTA budget; and

- m. Participation in National PTA awards and other programs, including the Reflections program.
2. By signing this MOU, the State Constituent Association:
- a. Reaffirms its affiliation with National PTA;
 - b. Acknowledges that the State Constituent Association's board of directors has received, read, understands and agrees to be bound by, and/or comply with, the Standards of Affiliation ("SOA" or "Standards") Policy, including the applicable required indicators contained in the Standards of Affiliation Requirements ("Requirements"), and the Noncompliance Procedures (the "Procedures");
 - c. Agrees that the State Constituent Association shall timely and fully comply with the Requirements;
 - d. Agrees that the State Constituent Association shall timely and fully comply with, and be bound by each of the Procedures;
 - e. Agrees that all State Constituent Association officers and board members shall work with, listen to and adhere to directions from the National PTA support team and National PTA representatives during all phases of Non-Compliance Procedures.
 - f. Acknowledges that National PTA is the sole and exclusive owner of the PTA Trademarks;
 - g. Acknowledges that National PTA grants state constituent associations a license to use the PTA Trademarks as part of their own names pursuant to the Standards of Affiliation;
 - h. Agrees to comply with any additional policies, procedures or directives related to use of the National PTA Trademarks;
 - i. Agrees it will not take any action that diminishes the value and goodwill associated with the PTA Trademarks;
 - j. Agrees that any litigation against the National PTA shall be filed exclusively in the federal or state courts seated in the city of Alexandria, Virginia;
 - k. Agrees it will not register with any governmental authority any name or mark which incorporates the PTA Trademarks or any confusing similar marks;
 - l. Acknowledges and agrees that if, at any time, the State Constituent Association enters into noncompliance, it will follow the directives laid out in the Procedures for the phase(s) identified.

3. By initialing below, and without limiting the above acknowledgements and agreements, the State Constituent Association specifically agrees as follows:

*State
Constituent
Association
President's
Initials*

- | | |
|---|-------|
| a. We shall file the appropriate IRS Form 990 annually. | _____ |
| b. We shall comply with the Standards of Affiliation Requirements for financial reporting. | _____ |
| c. We shall incorporate PTA as the name of our association. | _____ |
| d. We shall be governed by a governing board and understand that any changes to the governing board shall be submitted to National PTA in the required manner. | _____ |
| e. We shall adopt, revise, and adhere to bylaws that reflect correctly the current rules and practices of our association. | _____ |
| f. We shall sign this Memorandum of Understanding (MOU) to confirm agreement with all requirements of compliance of the National PTA Standards of Affiliation, including the Requirements and the Procedures. | _____ |
| g. We shall neither engage nor threaten to engage in any actions that may cause harm to the value and goodwill associated with the PTA Trademarks or brand. | _____ |
| h. We shall operate according to the vision, mission, values, and policies of National PTA as well as the National PTA legislative and advocacy priorities and adopted positions and resolutions. | _____ |
| i. We shall utilize, display and incorporate the PTA Trademarks, vision statement, mission statement, and values in conformity with National PTA guidelines. <i>(Note: A periodic review may be conducted to confirm compliance.)</i> | _____ |
| j. We shall prioritize membership recruitment, retention, and growth and assign these responsibilities to a member of the governing board. | _____ |
| k. We shall submit a monthly membership dues report and pay any outstanding amounts due in the manner prescribed by National PTA. | _____ |
| l. We shall prioritize membership diversity, inclusion, and outreach and assign these responsibilities to a member of the governing board. | _____ |
| m. We shall submit a list of all local constituent associations with their officers' information. | _____ |

- n. We shall, as a board, participate in training facilitated by National PTA-
assigned or -approved individual(s) at the start of each president's term/year. _____

STATE CONSTITUENT ASSOCIATION

NATIONAL CONGRESS OF PARENTS
AND TEACHERS_____
President's Signature_____
President's Signature_____
Print Name_____
Print Name_____
Treasurer's Signature_____
Secretary-Treasurer's Signature_____
Print Name_____
Print Name

Date: _____

Date: _____

Keep a copy for your records, and submit the initialed and signed Memorandum of Understanding to soa@pta.org.