



**MEMORANDUM OF AGREEMENT
BETWEEN**



**South Carolina Alliance for Health, Physical Education, Recreation and Dance
AND**

School Name: _____

This agreement made and entered into as of _____, by and between The SC FitMe (A program designed to assist schools with fund raising while promoting physically activity lifestyles and wellness in our Students, Schools, Communities and Individuals throughout the State of South Carolina) of the South Carolina Alliance for Health, Physical Education, Recreation and Dance (“SCAHPERD”) and _____.

WHEREAS, the SC FitMe program is a motor program designed for children and supported by the SCAHPERD;

WHEREAS, pursuant to the terms and conditions of this Agreement, the SCAHPERD desires to provide k-12 school professionals to serve in the SC FitMe program as volunteers to work with program participants during the program.

WHEREAS, the SCAHPERD are desiring to provide a positive experience for students enrolled in the Schools; and

WHEREAS, School Name: _____ has agreed to accept such services and provide facilities for the benefit of program participants, as further provided for herein.

NOW THEREFORE, in contemplation of the relationship to be established between the parties and in consideration of the mutual covenant contained herein, the parties mutually agree as follows:

1.0 SCAHPERD RESPONSIBILITIES:

- 1.1 Provide support to perform services under this Agreement.
- 1.2 Handle the facilitation and development of the SC FitMe fundraising platform as well as the development of associated educational materials.
- 1.3 Provide schools with appropriate marketing tools to effectively promote the SC FitMe event.
- 1.4 Develop and assist with promotional materials.
- 1.5 Provide lead teacher incentives and recognition for schools reaching specified levels of funds raised.
- 1.6 Communicate with teachers regarding planning, development, implementation and evaluation of the program. The communication may include but not be limited to:
 - 1.6.1 Communication to familiarize School personnel with the program SC FitMe’s philosophy, goals and curriculum;
 - 1.6.2 Communication to keep both parties informed of changes in philosophy, goals and curriculum;
 - 1.6.3 Communication to identify areas of mutual need or concern; and
 - 1.6.4 Communication to seek solutions to any problems which may arise in the Program.

2.0 SCHOOL AND NON-PROFIT FUNDING:

Provide participating school with 40% of the gross income as defined in financial terms section as well as 10% to the designated non-profit of choice.

3.0 SCHOOL RESPONSIBILITIES:

- 3.1** The School will provide adequate facilities in which to carry out the services called for under this Agreement. Specifically,
- 3.2** Identify a lead teacher to communicate with SCAHERD regarding the SC FitMe program and event.
- 3.3** Provide the SCAHPERD with a copy of its policies and procedures, which relate to fundraising if applicable.
- 3.4** Have all parent and/or legal guardian of participant (if under the age of 16) sign waivers releasing Teachers, School Board Members, officers, employees, representatives and agents prior to engagement.
- 3.5** Comply with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act.

4.0 FINANCIAL TERMS:

Donations from the SC FitMe school event will be distributed by SCAHPERD based on the gross income. Forty percent (40%) will be distributed to the participating school. Ten percent (10%) will be distributed to the school designated non-profit organization. Thirty-five percent (35%) will be distributed to SCAHPERD. Fifteen percent (15%) will be used to cover administrative costs. Funds will be disbursed to the participating school and non-profit after the final program paperwork has been received by SCAHPERD.

5.0 NOTICES

All notices, designations and other communications contemplated under this Agreement shall be in writing and shall be delivered personally, or transmitted by certified mail, or electronic mail with proof of delivery, or other device reasonably calculated to effect delivery of documents within two (2) calendar days. All such notices shall be effective on the date received. Unless otherwise agreed to in writing by the Parties, all such notices shall be sent to the Parties' representatives at the addresses below:

South Carolina Alliance for Health, Physical Education, Recreation and Dance with a copy of legal notices to:

Kym Kirby, Ph.D.
1301 Columbia College Drive
Columbia, South Carolina 29203
Voice: 803-786-3384 Fax: 803-786-3386
Email: KKirby@lander.edu or scahperd@columbiasc.edu

6.0 AMENDMENTS AND TERMINATION

All changes to the terms and conditions of this MOA must be in writing and signed by all parties.

This agreement will terminate automatically on _____ .Subject to the provisions contained herein, either party may terminate this MOA earlier by providing thirty (30) days advance written notice of termination to the other party.

7.0 LIABILITY

Neither party to this agreement shall be responsible for any obligation or liability incurred or assumed by the other party or its employees, agents or representatives, and each party shall be responsible for its own acts or omissions and those of its employees, agents or representatives within the scope of their duties, in accordance with the South Carolina Tort Claims Act. Nothing contained within this agreement is intended to shift responsibility from one party to the other

8.0 GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of South Carolina. Any disputes between the Parties shall be exclusively under the jurisdiction of the Courts of South Carolina, with venues in South Carolina.

Executed by the parties hereto on the date(s) set out below.

South Carolina Alliance for Health, Physical Education, Recreation and Dance (SCAHPERD)

Signature: _____ Printed Name: _____

Title: Executive Director Date: _____

Mailing Address: 1301 Columbia College Drive
Columbia, SC 29203

Email: scahperd@columbiasc.edu

School

Signature: _____ Printed Name: _____

Title: Principal Date: _____

Signature: _____ Printed Name: _____

Title: Physical Education Teacher Date: _____

School Name: _____

Mailing Address: _____

Phone Number: _____

Email: _____