



**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 \_\_\_\_\_ (date), 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 \_\_\_\_\_ (School Name).

**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 is 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 coordinating 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 60% of the gross income as defined in financial terms section, with the option of designating 10% of the designated funds to a non-profit of choice (strongly encouraged).

## **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 coordinating 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. Sixty percent (60%) will be distributed to the participating school or fifty percent (50%) to the school and ten percent (10%) to the school designated non-profit organization, if school chooses to “pay it forward”. Twenty-five percent (25%) will be used to cover administrative costs (including teacher “give-back” incentives). Fifteen percent (15%) will be distributed to SCAHPERD. 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, PhD  
PO Box 445  
White Rock, South Carolina 29177  
Voice: 803-575-2822  
Email: [kkirby@lander.edu](mailto:kkirby@lander.edu) or [scahperd@gmail.com](mailto:scahperd@gmail.com)

## **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 [Date]. Subject to the provisions contained herein, either party may terminate this MOA earlier by providing ten (10) day 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: \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director

Printed Name: \_\_\_\_\_

Mailing Address: PO Box 445 Email: scahperd@gmail.com  
White Rock, SC 29177

**School**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Physical Education Teacher

Printed Name: \_\_\_\_\_

School Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_