American Alliance for Health, Physical Education, Recreation and Dance

Memorandum of Agreement
May 2012

Between the national organization, American Alliance for Health, Physical Education, Recreation and Dance and independent State Associations/Alliances for Health, Physical Education, Recreation and Dance

This Agreement is entered into by and between the American Alliance for Health, Physical Education, Recreation and Dance (AAHPERD) and the State Association/Alliance for Health, Physical Education, Recreation and Dance referred to hereafter as the "State Association."

Background

The Jump Rope For Heart (JRFH) and Hoops For Heart (HFH) program is collectively named Joint Projects, and is a nationwide partnership between the American Heart Association (AHA) and AAHPERD. AHA and AAHPERD annually review and renew the Memorandum of Agreement (MOA) regarding JRFH and HFH, and this document mirrors the key points from the MOA that pertain to State Association participation and partnership.

The mission of Joint Projects is to support education programs and research on heart attack and stroke while promoting health, physical education and the value of a regular exercise program to all that participate. This mission is accomplished through the promotion and financial support of the JRFH and HFH program.

In consideration of the mutual promises contained herein, the parties agree as follows:

The Joint Projects:

- JRFH and HFH is implemented in partnership with the State Association in cooperation with AAHPERD Districts and AHA Affiliates, for the mutual benefit of all organizations.

- AHA and AAHPERD have established the Joint Projects Committee (JPC). The JPC is comprised of five representatives appointed by AHA and five representatives appointed by AAHPERD. The AAHPERD Joint Projects Program Manager and AHA National Youth Market Consultant facilitate this committee.

- The purpose of the JPC is:
    - To advocate and facilitate the implementation of AHA and AAHPERD's strategic plans for research and educational activities as it pertains to heart health.
    - To act as a guardian of the AAHPERD/AHA partnership and make recommendations to support and grow all Joint Projects programs in accordance with the MOA.
    - To promote a strong partnership and alliance in goal achievement.
    - Provide conflict resolution at the state, district, and affiliate level.
    - To ensure continuous communication channels within and between both organizations at all levels.

Term

The term of this agreement is ongoing provided AHA and AAHPERD continue to partner on the Joint Projects. The national MOA and this document are reviewed annually; however, this document will only change when changes are made to the national MOA.

Income Analysis Forms (IAF):

The Income Analysis Forms (IAF) will be distributed each August by AHA affiliates to the states within jurisdiction. These forms contain information regarding JRFH/HFH income specific to each state as well as the number of schools participating in JRFH and HFH respectively. The income from JRFH and HFH events will be divided on the basis of 6.25% of annual gross income to AAHPERD and 93.75% to AHA and its affiliates. Of the 6.25% that AAHPERD receives, 3.125% will be retained by AAHPERD and 3.125% will be distributed to the State Association based on the individual state's income. Funds will be disbursed after the IAF has been reviewed and signed by the two State Association officials noted on the IAF, and providing the State Association meets the criteria outlined below.

The following describes the year end disbursement procedures:

- The Joint Projects Office will request Electronic Funds Transfer (EFT) information from each State Association in July of each year to facilitate IAF fund disbursement. If any State Association requires a check, that association should forward their request to the Joint Projects office prior to the deadline stated on the EFT form.
- The AHA affiliate will send the State Association Executive Director (or designated State Association leader) an official, completed copy of the year end JRFH, HFH, and JRFH/HFH Combined IAF. The IAF should be received by the State Association no later than the second week in August.
- The State Association Executive Director (or designate) will be responsible for acquiring the State Association JRFH and HFH Coordinators' signature on the IAF. Signatures will be required from the Executive Director (or designate) and from the State Association JRFH and HFH Coordinator(s).
- The Combined IAF, with signatures, must be returned to AAHPERD prior to the second business day in September for immediate fund disbursement upon receipt of funds by AAHPERD from AHA. IAFs arriving after the second business day in September will be accepted, but fund disbursement will be delayed until after the IAF is received.

Minimum Performance Standards:

The minimum performance standards, outlined below, clarify the roles and responsibilities for both AAHPERD and the State Association.

AAHPERD Responsibilities:

AAHPERD shall:

- Act as the primary liaison between AHA and the State Association;

- Provide each State Association with 3.125% of the gross income from JRFH and HFH events, within said state, providing each State Association meets the obligations outlined in this document;
- Give each state JRFH and HFH coordinator a one year free membership to AAHPERD upon completion of the State JRFH/HFH Coordinators evaluation due in June of each year;
- Sponsor a JRFH/HFH workshop at one AAHPERD District convention each year for State JRFH/HFH Coordinators within that district to enhance the success of the JRFH and HFH programs;
- Ensure equal and fair representation on the JPC committee to better serve the needs of the JRFH and HFH coordinators, State Associations, AHA and AAHPERD;
- Provide State JRFH/HFH Coordinators and State Associations with appropriate marketing tools to effectively promote JRFH and HFH events.

State Association's Responsibilities:

The State Association shall:

- Identify a State Association administrator to communicate with (executive director, president, or board of trustees designate).
- Identify JRFH and HFH State Coordinator(s). Notify the AAHPERD Joint Projects Office of these individuals.
- Ensure that the JRFH and HFH State Coordinator(s) follow the AAHPERD position guidelines for State JRFH/HFH Coordinators.
- Identify a State Association leader by June 1 of each year who will plan, conduct and participate in at least one meeting annually with local youth market representatives from AHA.
- Include a dedicated line item within the State Association budget to promote Jump Rope For Heart and Hoops For Heart.
- Incorporate and support jump rope and/or basketball demonstration teams to further promote JRHF/HFH events.
- A State Association receiving an offer of business sponsorship for state JRFH/HFH events must be cleared through AAHPERD first, as is required by the national MOA.
- State Associations will request approval for the use of the JRFH and HFH logo through the AAHPERD Joint Projects office. AAHPERD owns the JRFH logo jointly with AHA and has license to use the HFH logo from AHA.
- State JRFH/HFH Coordinator(s) will organize and conduct JRFH and HFH sessions, workshops, and other events at the State Association convention;
- Provide recognition for JRFH and HFH coordinators at the State Association convention;
- Ensure State Association representation at JRFH/HFH trainings held within the state or when requested at special events;
- Publish articles on JRFH and HFH in State Association journals, newsletter and other publications;
- Provide AHA with free advertising space for JRFH/HFH in State Association Journals and publications;

- Identify a State Association representative to receive, review, and sign the JRFH/HFH IAF. Inform the AHA Affiliate Youth Market Senior Vice President of this representative (this should be the State Association Executive Director and/or State President whenever possible);
- Provide the appropriate AHA affiliate with a current membership database to include name, mailing address and school name if available;
- Notify local AHA youth market staff in advance of convention/workshop dates. Provide free booth space in a high traffic area of exhibit hall at state conventions.
- Distribute promotional materials to generate awareness of JRFH and HFH events;
- AHA will be the only 501(c)(3) organization permitted in State Association journals and newsletters and convention exhibits where charitable schoolsite fundraising is concerned;
- State associations may sell booth space to 501(c)(3) organizations, so long as no promotion of other schoolsite programs take place. Utilize *Schoolsite Competition Exclusivity Provision Agreement* forms (see Addendums A & B) when competing 501(c)(3) organizations purchase booth space at State Association conventions;
- Profit-sharing agreements between competing 501(c)3 organizations and for-profit corporations are prohibited (see IRS web site at www.irs.gov for more information on prohibited activities of a charitable organization);
- State Associations will not promote for-profit companies with a competing schoolsite fundraising event;
- Hold an annual meeting with the local AHA VP for Youth Market or SVP for Youth Market to discuss and plan projects and collaborative efforts. This meeting will utilize the AHA/State association Collaboration Template (Addendum C).

Non Compliance Clause:

Failure to comply with the Memorandum of Agreement (MOA) by either party will result in mediation between the State Association and AAHPERD leadership.

If the State Association fails to comply with any resolution or agreement, the State Association allocation of net income will be withheld for the upcoming fiscal year. If the State Association complies with the applicable agreements, standards and polices, as determined by AAHPERD, within the same fiscal year, funds will be released to the State Association. If the State Association fails to comply, funds will be returned to AHA after a one year holding period.

All funds in question will be held in escrow.

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

American Alliance for Health, Physical Education, Recreation and Dance

Signature: _____ Printed Name: _____
Title: _____ Date: _____

State Alliance for Health, Physical Education, Recreation and Dance

Signature: _____ Printed Name: _____
Title: _____ Date: _____

American Alliance for Health, Physical Education, Recreation and Dance

Addendum A
(to be edited, where shown, by each State Association)

Schoolsite Competition Exclusivity Provision Agreement

Agreement between [501(c)(3) ORGANIZATION] and [State] AHPERD

In consideration of [state] AHPERD allowing [501(c)(3) organization] to have a booth at a state AHPERD convention and/or to advertise in [state] AHPERD journals or newsletters, and/or conduct any activity (i.e. session presentations, socials, etc) on convention grounds during the duration of the state AHPERD convention, [501(c)(3) organization] understands and agrees that [501(c)(3) organization] is not allowed to promote, directly or indirectly, any of its school site fundraising programs at the [state] AHPERD] convention, in [state] AAHPERD journals or newsletters, or during any [501(c)(3) organization] sponsored activities.

If [state] AHPERD finds that [501(c)(3) organization] is promoting any of its school site fundraising programs at a state AHPERD convention, [501(c)(3) organization] understands that its representatives will be asked to leave immediately and [501(c)(3) organization] agrees to shut down their booth and comply with this request.

[state] AHPERD will/will not refund any of organization's fees.

501(c)3 Organization Name	State AHPERD Convention Location & Dates
_____	_____
501(c)3 Representative Name	State AHPERD Executive Director Name
_____	_____
501(c)3 Representative Signature	State AHPERD Signature
_____	_____

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Addendum B
(to be edited, where shown, for specificity to each State Association)

Schoolsite Competition Exclusivity Provision Agreement

Agreement between [State] AHPERD and AAHPERD

The AHA/AAHPERD/ [state] AHPERD Joint Projects programs – Jump Rope For Heart and Hoops For Heart - do not allow the promotion of another 501(c)(3) organization's school site fundraising programs at [state] AHPERD events or in [state] AHPERD materials.

In consideration of [state] AHPERD allowing [501(c)(3) organization] to have a booth at a state AHPERD convention and/or to advertise in [state] AHPERD journals or newsletters, and/or conduct any activity (i.e. session presentations, socials, etc) on convention grounds during the duration of the state AHPERD convention, [state] AHPERD understands and agrees that [state] AHPERD will not allow [501(c)(3) organization] to promote, directly or indirectly, any of its school site fundraising programs at the [state] AHPERD] convention, in [state] AHPERD journals or newsletters, or during any [501(c)(3) organization] sponsored activities. If [state] AHPERD finds that [501(c)(3) organization] is promoting any of its school site fundraising programs at a state AHPERD convention, [state] AHPERD agrees that it will require [501(c)(3) organization's] representatives to leave immediately.

[state] AHPERD understands that compliance with this requirement is a condition precedent to receiving its portion of the Joint Projects allocation distributed by AAHPERD. If [state] AHPERD chooses not to comply, state AHPERD will not receive its portion of the Joint Projects allocation distributed by AAHPERD.

AAHPERD	State AHPERD Convention Location & Date
_____	_____
Representative Name	State AHPERD Executive Director Name
_____	_____
Representative Signature	State AHPERD Signature
_____	_____

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Addendum C

AHA Affiliate/State AHPERD Collaboration Framework

AAHPERD & AHA National encourages deeper and meaningful dialogue to occur at the AHA Affiliate and state AHPERD level, to help drive the growth and impact of the Jump and Hoops programs at the local level, via increasing education, reach of students, & campaign growth.

It is the recommendation that an annual meeting between state AHPERD and AHA Affiliate leadership will occur. This will help ensure a successful Jump/Hoops campaign that will deliver more revenue to support both organizations' missions and a positive-working relationship.

Below is a list of suggested activities that are encouraged to be discussed at the state level.

- ☐ Appoint a state AHPERD member, who is also a strong Jump/Hoops event coordinator, to be the official State AHPERD Jump and/or Hoops Coordinator(s)
- ☐ Have the Jump/Hoops State AHPERD Coordinator(s) to be an active/voting member who is part of the State AHPERD Executive Board
- ☐ Have the Jump/Hoops State AHPERD Coordinator(s) to be an active member of appropriate special project committees
- ☐ Have the state AHPERD Executive Board call, encourage, and support Jump/Hoops schools
- ☐ State AHPERD Executive Board members help recruit "Most Wanted Schools"
- ☐ AHA affiliate attendance at state AHPERD meetings
- ☐ AHA affiliates support state AHPERD membership 'drives'
- ☐ AHA affiliates promote state AHPERD conventions
- ☐ AHA affiliates provide quarterly or semi-annual campaign updates to State AHPERDs. Suggested updates include revenue projections, school recruitment, increase/decrease in these areas over the previous year, and additional campaign initiatives.
- ☐ Promote professional development opportunities to educate current and future Jump/Hoops coordinators
- ☐ AHA affiliates attend and actively participate in state AHPERD conventions
- ☐ AHA affiliates identify educational opportunities for YM staff to learn about state AHPERDs
- ☐ Subscribe to each organization's respective email/paper communication updates
- ☐ Discuss partnership opportunities at school administration conferences