



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-08-07 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:
E-4.

TITLE:
Recommendation to Approve Second Amendment to Agreement - 58-044B - "Cook for Kids" Nutrition and Wellness Education Program Agreement

REQUESTED ACTION:
Approve the Second Amendment to Agreement for the above Agreement - 58-044H - "Cook for Kids" Nutrition and Wellness Education Program. Contract Term: August 9, 2017 through June 30, 2019, 1 Year; 11 Months; User Department: Food & Nutrition Services; Award Amount: None; Awarded Vendor(s): Wellness in the Schools, Inc., Small/Minority/Women Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
Approval of the Second Amendment to the Agreement with Wellness in the Schools, Inc will add another chef to its program at Broward Schools, thereby providing for two (2) professionals who will work in the schools for a minimum of twenty-five (25) hours per week each during the term to promote good nutrition and wellness.
The amendment to the agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District.

EXHIBITS: (List)
(1) Approved ARF 6-12-2018 SBOM E-3 (2) Second Amendment to Agreement (3) Executive Summary (4) Approved Executive Summary 6-12-2018 SBOM E-3 (5) Approved First Amendment Agreement 6-12-2018 SBOM E-3 (6) Memo to Revise

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Mary Mulder	Phone: 754-321-0215
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **AUG 07 2018**

Signature
Maurice Woods
8/2/2018, 5:47:15 PM

By: *Nora Rupert*
School Board Chair

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

August 2, 2018

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *Robert W. Runcie*
Superintendent of Schools

SUBJECT: REVISION TO E-4, RECOMMENDATION TO APPROVE SECOND AMENDMENT TO AGREEMENT – 58-044B – “COOK FOR KIDS” NUTRITION AND WELLNESS EDUCATION PROGRAM AGREEMENT, FOR THE AUGUST 7, 2018, SCHOOL BOARD OPERATIONAL MEETING

Attached is a revision to E-4, Recommendation to Approve Second Amendment to Agreement – 58-044B – “Cook for Kids” Nutrition and Wellness Education Program Agreement, for the August 7, 2018, School Board Operational Meeting.

Exhibits:

- Added Agreement

RWR/MLW/MCC:bm
Attachment

cc: Senior Leadership Team



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
E-3.

MEETING DATE	2018-06-12 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

TITLE:

Recommendation to Approve First Amendment - 58-044B - "Cook for Kids" Nutrition and Wellness Education Program Agreement

REQUESTED ACTION:

Approve the First Amendment for the above Agreement - 58-044B - "Cook for Kids" Nutrition and Wellness Education Program. Contract Term: August 9, 2017 through June 30, 2019, 1 Year; 11 Months; User Department: Food & Nutrition Services; Award Amount: None; Awarded Vendor(s): Wellness in the Schools, Inc.; Small/Minority/Women Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

Approve the First Amendment to the Agreement. The current Agreement expires on June 30, 2018; therefore, this request is presented to amend the term of the current Agreement for one (1) additional year. Through this Agreement, Wellness in the Schools, Inc., will provide two (2) schools with a "Cook for Kids" program and other related initiatives to promote good nutrition and wellness at the District's schools.
The amendment to the agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) First Amendment Agreement (3) Approved ARF 8-8-2017 SBOM E-5 (4) Broward Accomplishments 2017-2018

BOARD ACTION:

APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Mary Mulder	Phone: 754-321-0215
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
5/25/2018, 9:54:40 AM

Approved In Open Board Meeting On:

JUN 12 2018

By: *Nora Ruper*
School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Second Amendment to Agreement 58-044B – “Cook for Kids” Nutrition and Wellness Education Program Agreement

The School Board of Broward County, Florida (SBBC), approved the agreement between Wellness in the Schools, Inc. (WITS) and SBBC on August 8, 2017, for an eleven (11) month term from August 9, 2017 through June 30, 2018. Through this Agreement, WITS provides a “Cook for Kids” and other related programs that include nutrition and wellness education at the schools at no cost to the District. On June 12, 2018, the School Board approved a First Amendment to Agreement to continue with the program for the 2018/2019 school year from July 1, 2018 through June 30, 2019.

In the current contract, a WITS chef/wellness professional works in the school for a minimum of twenty-five (25) hours per week to facilitate initiatives such as:

1. Culinary training to cafeteria personnel to enhance visibility and presentation of healthy menu choices.
2. Introduce new menu items at the school.
3. Offer nutrition and wellness education to connect students with healthy food choices.
4. Partnerships with chefs and local restaurants in support of the program with food tastings, cooking classes, and events.

For the next term, WITS will add another chef to its program at Broward Schools, therefore providing for two (2) professionals who will work in the schools for a minimum of twenty-five (25) hours per week each during the term. Food & Nutrition Services is requesting School Board approval to reflect this modification in the Legal Agreement.

EXECUTIVE SUMMARY

Recommendation to Approve Second Amendment to Agreement 58-044B – “Cook for Kids” Nutrition and Wellness Education Program Agreement

The Florida Department of Agriculture (FLDOA) identified and funded the “Wellness in the School” (WITS) initiative during the 2015/2016 school year. At that time, two Title I schools were selected to pilot the program based on their proximity to the Miami-Dade County line (Miami-Dade was also asked to participate in the program). The location parameter provided for ease of travel for FLDOA and WITS staff. Food & Nutrition Services staff contacted principals utilizing this criterion, explaining, and presenting the opportunity to participate in the pilot. The first two (2) schools responding positively to the opportunity were identified and forwarded to FLDOA: McNicol Middle and Watkins Elementary Schools.

In June 2016, FLDOA contacted Food & Nutrition Services to inform that FLDOA could only continue to fund the program if the pilot program, moving forward, was open to all sponsors. FLDOA made the decision to shift funding to other programs and WITS was no longer funded by FLDOA for the 2016/2017 school year.

WITS secured private funds to continue the efforts in the identified pilot schools for the 2016/2017 school year and also for the 2017/2018 school year. The School Board approved the WITS agreement on February 22, 2017, with the program implementation in March of 2017.

The School Board of Broward County, Florida (SBBC), approved the agreement between WITS and SBBC on August 8, 2017, for an eleven (11) month term from August 9, 2017 through June 30, 2018. Through this Agreement, WITS provides a “Cook for Kids” and other related programs that include nutrition and wellness education at the schools at no cost to the District.

WITS secured private funds to continue the efforts in the identified pilot schools for the 2018/2019 school year.

A WITS chef/wellness professional works in the school for a minimum of twenty-five (25) hours per week to facilitate initiatives such as:

1. Culinary training to cafeteria personnel to enhance visibility and presentation of healthy menu choices.
2. Introduce new menu items at the school.
3. Offer nutrition and wellness education to connect students with healthy food choices.
4. Partnerships with chefs and local restaurants in support of the program with food tastings, cooking classes, and events.

The Principals at McNicol Middle and Watkins Elementary were contacted regarding the opportunity to provide continuity of the program and reported positive responses to continue hosting the programs for the 2018/2019 school year.

Food & Nutrition Services is requesting School Board approval to continue with the program at McNicol Middle and Watkins Elementary Schools for the 2018/2019 school year.

**FIRST AMENDMENT TO
FOOD SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 7th day of August, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

WELLNESS IN THE SCHOOLS, INC.
(hereinafter referred to as "WITS"),
whose principal place of business is
31 W. 125th Street, 5th Floor
New York, NY 10027

WHEREAS, SBBC and WITS entered into an Agreement dated August 8th, 2017 (hereinafter referred to as "Agreement"); under Contract Number 58-044B, Wellness in the Schools, Inc., for the purpose of operating its Cook for Kids and related wellness programs as fully described in Exhibit A incorporated herein.

WHEREAS, the Parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Term of Agreement**. The Agreement is hereby extended from July 1, 2018 through June 30, 2019, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03. **Order of Precedence Among Agreement Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

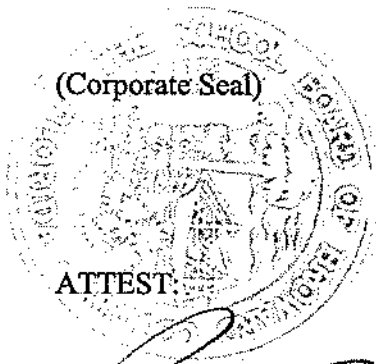
First: First Amendment to the Agreement, then
Second: Agreement

1.04. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement and First Amendment to Agreement remain in full force and effect.

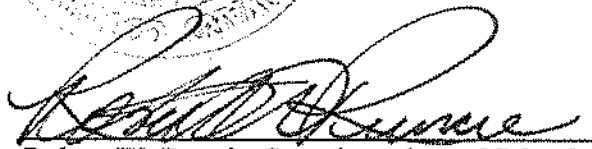
1.05. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC



ATTEST:


Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 
Nora Rupeft, Chair

Approved as to Form and Legal Content:

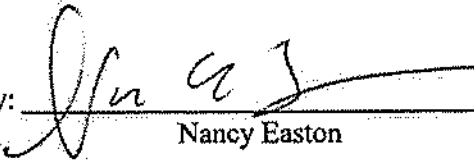
Digitally signed by Janette M. Smith
Date: 2018.04.24 14:49:13 -04'00'
Janette M. Smith
Office of the General Counsel

FOR WITS

(Corporate Seal)

WELLNESS IN THE SCHOOLS, INC.

ATTEST:

By: 
Nancy Easton

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 12th day of April, 2018 by Nancy Easton of _____
Name of Person

Wellness In The Schools, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced New York State Drivers License as identification and did/did not first take an oath. Type of Identification

My Commission Expires:


Signature -- Notary Public

Kathleen M. Hillis
Printed Name of Notary

(SEAL)

01HI6239834
Notary's Commission No.

Exp Date: 4/25/19

EXHIBIT A

SCOPE OF PROGRAM

1. **Agreement of WITS.** Upon the terms and subject to the conditions hereof, WITS agrees that, for the duration of this Agreement, and subject in all respects to having obtained all payments then-owed by the School under this Agreement, it shall:

a. Implement the Program at the School and work with the School's Wellness Committee (as defined below) in an attempt to improve the School's lunch experience in both food and physical activity;

b. In implementing the Program, provide one (1) chef/wellness professional who is an employee of WITS (a "**WITS Professional**") who shall work in the school for a minimum of twenty-five (25) hours per week during the Term and shall work with any other WITS Personnel; provided that the twenty-five (25) hours per week requirement does not apply if School is not operating or is operating with limited hours during any given week; and

c. Through a WITS Professional, facilitate the following initiatives, using WITS' s best efforts:

i. Obtain the support of the School's Wellness Committee;

ii. Offer culinary training to cafeteria personnel employed at the School, in an attempt to enhance the visibility and presentation of healthy menu choices and introduce new menu items at the School;

iii. Offer nutrition and wellness education at the School, in an attempt to connect students with healthy food choices offered in the cafeteria in the School;

iv. Partner with a local restaurant/chef to support the Program with tastings, cooking classes and events on mutually acceptable terms with the Wellness Committee;

v. WITS may provide additional wellness activities to the School from and after approval of this agreement, which may include, without limitation, a WITS Cafe Day with a local chef, WITS culinary and/or nutrition classes, and WITS FIT BITS (fitness breaks), each on mutually acceptable terms with the Wellness Committee; and

vi. Liaise with and provide support to parents, students, and staff of the School, in an attempt to help the School obtain an optimal experience in WITS's implementation of the Program.

2. **Agreement of the School.** Upon the terms and subject to the conditions hereof, the School agrees that, for the duration of this Agreement, it shall:

a. Create upon approval of this agreement, and maintain, a school-based wellness committee that meets each month during each of the academic school year, is given express authority by the School to undertake the actions or provide direction to School personnel

to undertake the actions or actions relating to such actions described herein or otherwise agreed to by the Parties, and shall consist of parents of current students who attend the School, School staff and administration and current students who attend the School, as appropriate (the "Wellness Committee");

b. Designate a liaison on the Wellness Committee who shall be responsible for working closely with the WITS Professional and for scheduling, organizing and presiding over monthly Wellness Committee meetings with parents, students, and other interested members of the School community; and

c. Use its best efforts to commit to, and to make, the School a healthier place for its students to nourish their minds and bodies, including without limitation provide WITS with the resources, such as sufficient facilities and School personnel, if available, that WITS requests in order to successfully implement the Program.

**SECOND AMENDMENT TO
FOOD SERVICE AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 7th day of August, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

WELLNESS IN THE SCHOOLS, INC.
(hereinafter referred to as "WITS"),
whose principal place of business is
31 W. 125th Street, 5th Floor
New York, NY 10027

WHEREAS, SBBC and WITS entered into an Agreement dated August 8, 2017 (hereinafter referred to as "Agreement"); under Contract Number 58-044B, Wellness in the Schools, Inc., for the purpose of operating its Cook for Kids and related wellness programs.

WHEREAS, SBBC and WITS entered into a First Amendment to the Agreement dated June 12, 2018; and

WHEREAS, the Parties mutually desire to amend the Scope of Work of the Agreement to allow WITS to provide two (2) chefs/wellness professionals who are employees of WITS (a "WITS Professional") who shall work in the school for a minimum of twenty-five (25) hours per week each during the Term of the First Amendment to the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement by interlineation: **Exhibit A Scope of Program** attached to this Second Amendment shall replace the original Exhibit A Scope of Program attached to the Agreement.

1.03. **Order of Precedence Among Agreement Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: Second Amendment to Agreement, then
Second: First Amendment to Agreement, then
Third: Agreement

1.04. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement and First Amendment to Agreement remain in full force and effect.

1.05. **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

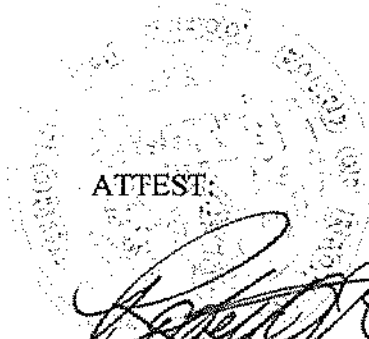
IN WITNESS WHEREOF, the parties hereto have made and executed this Second Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]


FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

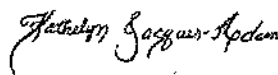


ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Nora Rupert, Chair

Approved as to Form and Legal Content:

 Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Wellness in the Schools, Inc. - Second Amendment
Date: 2018.07.31 10:49:37 -04'00'

Office of the General Counsel

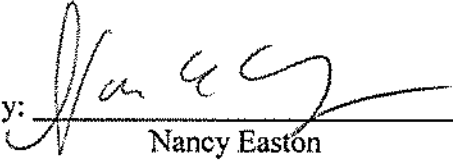
[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR WITS:

(Corporate Seal)


WELLNESS IN THE SCHOOLS, INC.

ATTEST:

By: 
Nancy Easton

, Secretary

-or-


Witness

Richard Deay
Witness

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 31st day of July, 2018 by Nancy Easton of

Wellness In The Schools, Inc. Name of Person
Name of Corporation or Agency, on behalf of the corporation/agency.

He/She is personally known to me or produced Passport as
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 04/25/2019


Signature - Notary Public

Name: Kathleen M. Hillis
(SEAL) Commission #: 01HI6239834

Kathleen M. Hillis
Printed Name of Notary

County of New York
Exp: 04/25/2019

01HI6239834
Notary's Commission No.

EXHIBIT A

SCOPE OF PROGRAM

1. **Agreement of WITS.** Upon the terms and subject to the conditions hereof, WITS agrees that, for the duration of this Agreement, and subject in all respects to having obtained all payments then-owed by the School under this Agreement, it shall:

a. Implement the Program at the School and work with the School's Wellness Committee (as defined below) in an attempt to improve the School's lunch experience in both food and physical activity;

b. In implementing the Program, provide two (2) chefs/wellness professionals who are employees of WITS (a "WITS Professional") who shall work in the school for a minimum of twenty-five (25) hours per week each during the Term and shall work with any other WITS Personnel; provided that the twenty-five (25) hours per week requirement does not apply if School is not operating or is operating with limited hours during any given week; and

c. Through a WITS Professional, facilitate the following initiatives, using WITS' s best efforts:

i. Obtain the support of the School's Wellness Committee;

ii. Offer culinary training to cafeteria personnel employed at the School, in an attempt to enhance the visibility and presentation of healthy menu choices and introduce new menu items at the School;

iii. Offer nutrition and wellness education at the School, in an attempt to connect students with healthy food choices offered in the cafeteria in the School;

iv. Partner with a local restaurant/chef to support the Program with tastings, cooking classes and events on mutually acceptable terms with the Wellness Committee;

v. WITS may provide additional wellness activities to the School from and after approval of this agreement, which may include, without limitation, a WITS Cafe Day with a local chef, WITS culinary and/or nutrition classes, and WITS FIT BITS (fitness breaks), each on mutually acceptable terms with the Wellness Committee; and

vi. Liaise with and provide support to parents, students, and staff of the School, in an attempt to help the School obtain an optimal experience in WITS's implementation of the Program.

2. **Agreement of the School.** Upon the terms and subject to the conditions hereof, the School agrees that, for the duration of this Agreement, it shall:

a. Create upon approval of this agreement, and maintain, a school-based wellness committee that meets each month during each of the academic school year, is given

express authority by the School to undertake the actions or provide direction to School personnel to undertake the actions or actions relating to such actions described herein or otherwise agreed to by the Parties, and shall consist of parents of current students who attend the School, School staff and administration and current students who attend the School, as appropriate (the "**Wellness Committee**");

b. Designate a liaison on the Wellness Committee who shall be responsible for working closely with the WITS Professional and for scheduling, organizing and presiding over monthly Wellness Committee meetings with parents, students, and other interested members of the School community; and

c. Use its best efforts to commit to, and to make, the School a healthier place for its students to nourish their minds and bodies, including without limitation provide WITS with the resources, such as sufficient facilities and School personnel, if available, that WITS requests in order to successfully implement the Program.