

AGREEMENT

This Agreement is by and between Consultants in Child Nutrition and Wellness, LLC (hereinafter referred to as CCNW) and Brackett Independent School District (hereinafter referred to as BISD).

Whereas, CCNW has proposed a project in collaboration with BISD; and

Whereas, BISD has skilled personnel and facilities available to undertake such a project; and

Whereas, CCNW desires to have BISD's participation in this project; and

Whereas, CCNW and BISD desire this agreement and the work to be performed under it to fully comply with all appropriate federal laws, regulations, and policies.

Now, therefore, the parties agree as follows:

1. Statement of Work and Qualifications for Get FIT program instructors. BISD shall provide the service of one (1) faculty member and three (3) high school students (previously involved in the LLANO Academy – summer 2008) for the fall semester Get FIT program. This program will be offered at Brackett elementary school with the faculty member teaching the parent program and the three (3) high school students teaching the children's program. Job descriptions for the BISD faculty member and high school student instructors are described in Attachments A and B to this Agreement. CCNW shall participate in the interviewing process of candidates for these positions. CCNW shall have the right to refuse from hiring any candidate for these teaching positions.
2. Facilities. BISD shall provide a meeting room(s) or other suitable location(s) (subject to approval from CCNW) for the purposes of:
 - a. training sessions for the program instructional aides;
 - b. evening nutrition classes for parents and children; One evening per week from 6:00 p.m. until 7:30 p.m. for nine (9) weeks. Beginning the week of October 13, 2008 and concluding December 15, 2008.
3. Period of Performance. The period of performance under this Agreement shall be from hire until conclusion of Get FIT fall program on December 31, 2008.
4. BISD Participant Selection. BISD will provide CCNW with the height, weight, date of birth and mailing address for school children in grades K through 4. CCNW will enter data into spread sheet and calculate Body Mass Index (BMI) of all children. Those children with BMI greater than the 95th percentile, Center for Disease Control criteria for obesity in children, will receive a letter through the USPS inviting them to enroll in the Get FIT program. These enrollment forms will be turned into child's teacher or coach and picked up by Get FIT Program Director. BMI data sheets will be furnished to BISD in electronic format for school records.
5. Number of Participants. Enrollment for the Get FIT spring program will be capped at 20 families. Children from Jones Elementary/Intermediate School at BISD will be enrolled on a "first come, first serve" basis. Each eligible child that completes the Get FIT program will receive a \$25 gift card to Wal-Mart. Parents with perfect attendance during the nine (9) week program will receive a

\$20 gift card to Wal-Mart. The student showing the best results will receive a bicycle at the last meeting graduation ceremony. All gift cards will be provided by CCNW. All program educational materials will be provided by CCNW.

6. Payment.

- a. Get FIT Faculty for Adult Classes: Faculty member for adult classes will be paid flat fee of \$500.00 for assisting with the 9 week program; equivalent to \$25.00 per hour. Fringe benefits will be calculated at 10.5% (1.45% for FICA, .783% for Worker's compensation and 8.25% for TRS). One (1) faculty members will be hired for fall semester; total billable for their services shall not exceed **\$552.**
- b. Get FIT Children's Program Instructors: Total payment under this Agreement shall be based on number of instructors hired. Instructors will be paid flat fee of \$250.00 for assisting with the 9 week program; equaling \$12.50 per hour. Students will be hired as contractual employees therefore no fringe benefits will be supplemented to their payments. Three (3) instructors will be hired for fall semester; total billable for their services shall not exceed **\$750.**
- c. Custodial services: Faculty members hired for the Get FIT program will be responsible for securing all doors and turning down air conditioning at the conclusion of each weekly evening program. It is understood that no custodians will be on-site during the Get FIT program.
- d. It is understood and agreed by the parties that this is a contract rate between these parties, and is not a wage rate for any employees providing services, nor is CCNW an employer of persons employed by BISD for purposes of state and federal law. The sum total of services over the term of this Agreement shall not exceed **\$1,302.**

7. Invoicing and Reporting Requirements.

- a. Submission of Invoices: Invoices will be submitted at conclusion of the nine (9) week program to: Consultants in Child Nutrition and Wellness, LLC, Attn. Ms. Peggy M. Visio at: 4507 Medical Drive, San Antonio, Texas 78229. Invoices shall be submitted in comparable format to the example appended to this Agreement as Attachment C. Invoices must include the following certification signed by an officer or designated official of the BISD: "I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Agreement. The BISD further certifies that payment made by CCNW under this Agreement shall not duplicate reimbursement of costs and services which are received from other sources."
- b. Payment: Payment under this Agreement shall be predicated upon receipt and acceptance of CCNW of all services, reports, and/or supplies called for hereunder, the assignment to CCNW of any necessary refunds, rebates, and credits and, at Ms. Visio's option, final audit by CCNW's representative or by BISD's audit agency.
- c. CCNW reserves the right to withhold final payment, not to exceed 15% of the total estimated cost of the purchase order until acceptance of all services, reports, and/or supplies called for hereunder.

8. Accounting. BISD shall maintain records to support identifiable charges to the project. Obligations, commitments, encumbrances or expenditures must be made within the period of the performance as stated in Article 2 of this Agreement.
9. Assignment. BISD shall not assign, transfer, or subcontract its interest or obligations hereunder without the written consent of CCNW.
10. Notices. Any notices to be given under these terms and conditions unless otherwise stated shall be submitted as follows:

To the BISD:

Mr. George Burks
 Brackett ISD
 PO Box 586
 Brackettville, TX 78832
 Phone: (830) 563-2491

To Consultants in Child Nutrition & Wellness, LLC:

Peggy M. Visio, MS, RD, LD
 4507 Medical Drive
 San Antonio, Texas 78229
 Phone: 210-844-7491

11. Termination. CCNW may terminate this Agreement upon thirty (30) days' written notice to BISD. BISD will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, provided, however, that such costs shall not exceed the amount allowed under this Agreement and that a report of progress to date of termination has been submitted to CCNW.
12. Term of Agreement. This agreement is effective on the date the last party signs and, unless Terminated as provided in this Agreement, shall remain in effect for a term ending on Dec. 31, 2008. The parties may extend the term of this Agreement by mutual agreement in writing.
13. Amendment. This Agreement may be amended only by joint written agreement between the parties.
14. Additional Provisions: This Agreement is made because of funding from Methodist Healthcare Ministries of South Texas. Funding has been awarded until Dec. 31, 2008. In no event, does the BISD have the right to extend the period of performance without written amendment to this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first written.

Brackett I.S.D.

Consultants in Child Nutrition and Wellness, LLC

By _____
 Mr. George Burks
 Interim Superintendent

By _____
 Peggy M. Visio, MS, RD, LD
 Consulting Dietitian for Methodist
 Healthcare Ministries

Date: _____

Date _____

Title: Get FIT Instructors for Adult Education Classes

Job Qualifications:

- I. Must work at local school campus where Get FIT program will be taught. Faculty or staff members need the following abilities:
 - a. In good health, and committed to improving the health of children through proper diet and exercise.
 - b. High energy level and be able to lead exercise classes.
 - c. Able to speak in front of a group of people.
 - d. Interact well with people of all ages; from young children to older adults.
 - e. Able to keep accurate records.
 - f. Respectful of client's privacy regarding health related matters.

Specific responsibilities:

- I. Instructors will participate in the following activities related to the Get FIT program.
 - a. Attend training session one Saturday prior to the program start date to learn how to deliver the weekly lessons and record keeping responsibilities.
 - b. Assist with nutrition and exercise classes one evening per week.
- II. Other work may be required such as copying handouts for participants, bringing AV equipment to meeting room, securing rooms for meetings, etc.
- III. Payment for services will be \$500.00 (equivalent to \$25.00 per hour) paid upon completion of the program.

Title: Get FIT Instructors for Children's Education Classes

Job Qualifications:

- II. Must be enrolled in high school in the BISD. Preference will be made to those students who have previously attended the LLANO Academy. Instructors need the following abilities:
 - a. In good health, and committed to improving the health of children through proper diet and exercise.
 - b. High energy level and be able to lead exercise classes.
 - c. Able to speak in front of a group of people.
 - d. Interact well with people of all ages; from young children to older adults.
 - e. Able to keep accurate records.
 - f. Respectful of client's privacy regarding health related matters.

Specific responsibilities:

- IV. Instructors will participate in the following activities related to the Get FIT program.
 - a. Attend training session one Saturday prior to the program start date to learn how to deliver weekly lessons and record keeping responsibilities.
 - b. Assist with nutrition and exercise classes one evening per week.
- V. Other work may be required such as copying handouts for participants, bringing AV equipment to meeting room, securing rooms for meetings, etc.
- VI. Payment for services will be \$250.00 (equivalent to \$12.50 per hour) paid upon completion of the program.

Sample Invoice

Brackett I.S.D.

DATE:

ADDRESS:

BILLING PERIOD:

_____ to _____

Submit invoice to:
Consultants in Child Nutrition and
Wellness, LLC
Peggy M. Visio, MS, RD, LD
4507 Medical Drive
San Antonio, Tx 78229

Billing for the period	School	Rate/Course Taught	Total Invoice Amount

I certify that this request represents actual costs incurred during the invoice period and that these costs are appropriate and in accordance with this Agreement. The BISD further certifies that payment made by Consultants in Child Nutrition and Wellness, LLC under this Agreement shall not duplicate reimbursement of costs and services that are received from other sources.

BISD authorized financial officer