

AMENDMENT

BOARD OF EDUCATION
BENJAMIN SCHOOL DISTRICT NO. 25

AND

SODEXO AMERICA, LLC.

THIS AMENDMENT, dated May 7, 2025, between BOARD OF EDUCATION BENJAMIN SCHOOL DISTRICT NO. 25 ("District") and SODEXO AMERICA, LLC ("Contractor") individually referred to as "Party" and collectively referred to as "Parties".

WITNESSETH

WHEREAS, District and Contractor entered into a certain Contract dated June 12, 2001, as amended ("Agreement"), whereby Contractor manages and operates District's Food Service operation in West Chicago, Illinois; and

WHEREAS, the Parties now desire to further amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Any and all references to the "2024-2025" school year shall be changed to "2025-2026" school year.

2. Pursuant to Section 1, the term of the Agreement shall be extended for a one (1) year period from July 1, 2025 through June 30, 2026. Thereafter, the Agreement is subject to renewal for additional one (1) year periods upon mutual agreement of the Parties, unless terminated earlier as provided in the Agreement.

3. Section 5 of the Agreement is deleted in its entirety and the following substituted therefor:

"5 The District agrees to pay Contractor for the aggregate number of meals served to School District students, which includes Benjamin Middle School, including sack meals provided for low income students at Evergreen Elementary, at a rate of Four and 09/100 Dollars (\$4.09) per meal. On or about the 1st of each month, the Contractor shall submit to the School District's Business Manager a statement of the number of meals served during the preceding month for review, approval and payment by the District. The District shall approve and pay the undisputed portion of each monthly statement within the thirty (30) days of submission by the Contractor."

4. Section 4.22 of Exhibit A is deleted in its entirety and the following substituted therefor:

"4.22 Contractor shall provide vehicles and personnel, for pickup and delivery of the daily hot lunch program, and on-site meal service at Benjamin Middle School and Evergreen Elementary School, at the standard mileage rate round trip. The mileage rate is established by the IRS each year in January. As of January 1, 2025, the current rate per mile is \$.70. This rate will

be payable for mileage accrued daily for the delivery vehicle, and for the Contractor employee provided on site to serve meals. The rate will be adjusted January 1, 2026, and each January 1st thereafter during the term of this Agreement.”

5. Notwithstanding the provisions set forth in Section 5.6 of Exhibit A, Service Profile. Contractor shall provide an additional server at Evergreen Elementary to prepare and serve meals. Contractor shall invoice District at the rate of One Hundred Twenty-Five Dollars (\$125.00) per day.

6. Unless otherwise stated herein, this Amendment is effective as of August 1, 2025, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed the Amendment as of the date indicated in the first paragraph of this Amendment.

BOARD OF EDUCATION
BENJAMIN SCHOOL DISTRICT NO. 25

SODEXO AMERICA, LLC

By: _____
Name (Printed) _____
Title: _____

By: _____
Deborah Whitmire
Senior Vice President