



WEST ORANGE – COVE CISD

902 W Park Ave., P.O. Box 1107
Orange, Texas 77631
Phone: 409.882.5610 Fax: 409.882.5470

James Colbert
Superintendent

Cost Reimbursable Amendment

April 17, 2014

Barbara Flanagan
Regional Vice President
ARAMARK Educational Services, LLC
4790 Regent Blvd, Suite 150
Irving, TX 75063

Re: Amendment No. 2 to Contract for Food Services Management

Dear Ms. Flanagan:

This letter shall confirm the understanding between you and our representatives that effective July 1, 2014, the food services management Contract between **[DISTRICT NAME] INDEPENDENT SCHOOL DISTRICT** (“SFA”) and **ARAMARK EDUCATIONAL SERVICES, LLC** (“FSMC”) effective July 1, 2015, (“Contract”) shall be amended as follows:

1. Section III.A.8, Definitions, is hereby deleted in its entirety and replaced with the following:

“8. “Effective Date” means July 1, 2014.”

2. Section III.B.1, Scope and Purpose, is hereby deleted in its entirety and replaced with the following:

“1. Duration of Contract. [Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year commencing on July 1, 2014, and shall expire on June 30, 2015 and may not be renewed.] **OR** [Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year from July 1, 2014 through June 30, 2015, and may be renewed for 2 additional term(s) of one year each upon mutual agreement between SFA and FSMC.”]

3. Section III.J.4.b(3), Financial Terms. The amount of General and Administrative Expense Fee Per Meal/Meal Equivalent is deleted and replaced with the following [\$0.12546].
4. Section III.J.4.b(4), Financial Terms. The amount of Management Fee Per Meal/Meal Equivalent is deleted and the following substituted: [\$0.04182].



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5. **[OPTIONAL: If District has added or deleted any locations]** Exhibit A, Schedule of Food Service Locations and Services Provided, is deleted in its entirety and replaced with Exhibit A, Schedule of Food Service Locations and Services Provided, attached hereto.
6. Exhibit B of the Contract, Program Menu Cycles, shall be amended in order that all menus and foods meet the latest USDA dietary guidelines, as of the dates required by USDA.
7. Exhibit C, Food Service Budget, is deleted in its entirety and replaced with Exhibit C, the Food Service Budget for the 2014-2015 School Year, attached hereto.
8. **[INCLUDE ONLY IF YOU NEED TO INCREASE YOUR PAID LUNCH RATE PER USDA'S PAID LUNCH EQUITY REQUIREMENTS:]** Exhibit D, Chart 7 is deleted in its entirety and replaced with Exhibit D, Chart 7, Chart Stating meal Prices and Costs Per Meal attached hereto.
9. Exhibit F, Methodology for Allocated Costs, is deleted in its entirety and replaced with Exhibit F, Methodology for Allocated Costs, attached hereto.
10. **[OPTIONAL]** Exhibit H, Schedule of FSMC Employees, is deleted in its entirety and replaced with Exhibit H, Schedule of FSMC Employees, attached hereto.
11. **[IF GUARANTEE PROVIDED IN BASE CONTRACT]** Exhibit I, Schedule of Terms for FSMC Guaranty, is deleted in its entirety and replaced with Exhibit I, Schedule of Terms for FSMC Guaranty, attached hereto.
12. This Amendment is only valid for the 2014-2015 School Year. This Amendment shall terminate on June 30, 2015. Unless there are no renewal options remaining, the Contract may be renewed upon expiration of this Amendment if the Texas Department of Agriculture (TDA) determines there are no material changes in the nutrition standards and meal requirements in the Contract compared to those required by the January 26, 2012 Final Rule titled Nutrition Standards in the National School Lunch and School Breakfast Programs, 77 FR 4088 (Final Rule). If TDA determines that there are material changes between the nutrition standards and meal requirements in the Contract compared to those required by the Final Rule, the Contract will have to be rebid effective July 1, 2015.
13. This Amendment is executed by the Parties in their capacities as stated below. All parties represent and warrant that the persons signing this Amendment are authorized to bind the respective parties.

In all other respects, the Contract shall remain in full force and effect. This letter shall be attached to, and become part of, the Contract.



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If the foregoing is in accordance with your understanding, please sign, date, and return the enclosed copies of this letter at your convenience.

West Orange-Cove CISDE INDEPENDENT SCHOOL DISTRICT

By: _____

Name: James Colbert

Title: Superintendent

ARAMARK EDUCATIONAL SERVICES, LLC

By: _____

Name: Barbara Flanagan

Title: Vice President