



# WEST ORANGE – COVE CISD

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

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Anitrea Goodwin  
Executive Director of Human Resources

TO: Rickie Harris, Superintendent  
DATE: May 18, 2015  
SUBJECT: Renewal of Food Service Contract

ARAMARK FOOD SERVICE CONTRACT:

Recommendation:

It is recommended that the District renew our contract with Aramark Educational Services, LLC for the 2015-2016 school year.

A handwritten signature in black ink, appearing to read "Anitrea Goodwin".

Anitrea Goodwin, Executive Director of  
Human Resources

5/14/15  
\_\_\_\_\_  
Date

/th

West Orange Cove-CISD  
SFA Name

181906  
County District Number/  
Program (TX) Number

**2015-16 TDA CONTRACT RENEWAL CHECKLIST**  
**School Food Authority Renewal of Food Service**  
**Management Company Contract**

**This checklist must be completed and submitted to TDA for approval with the referenced items attached by April 30, 2015, for contract renewals for the 2015-16 school year. Contract renewals submitted after April 30, 2015, could require the School Food Authority (SFA) to return to a self-operated Food Service Program.**

**Please check each box for which information and/or documents have been provided.**

1. Cover letter stating SFA's intent to renew its contract with the FSMC for the 2015-16 school year.
2. Contract Renewal Agreement. (Please check boxes where applicable.)
- A. Methodologies for Fee Increases

Fee increases, including Allocated Charges, must be linked to the Consumer Price Index ("CPI"). A methodology and calculation must be provided for each fee increase to reflect the percentage of increase in the CPI. Please check each box below which applies to your SFA.

- Administrative Fee Increase/Methodology Attached

Current Administrative Fee            \$0.12276  
Proposed Administrative Fee        \$0.1264

- Management Fee Increase/Methodology Attached

Current Management Fee            \$ 0.04092  
Proposed Management Fee         \$ 0.0421

- Fixed Meal-Rate Increase/Methodology Attached

- School Breakfast Program

Current Fee                                \$ \_\_\_\_\_  
Proposed Fee                              \$ \_\_\_\_\_

- National School Lunch Program

Current Fee                                \$ \_\_\_\_\_  
Proposed Fee                              \$ \_\_\_\_\_

TDA CONTRACT RENEWAL CHECKLIST

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Afterschool Care Program

Current Fee \$ \_\_\_\_\_

Proposed Fee \$ \_\_\_\_\_

Allocated Charge Increase/**Methodology Must Be Attached For Each Allocated Charge Being Increased.**

No Fee Increase

B. Regulatory Changes

SFA must ensure that any changes in regulatory requirements are addressed by amendment to the contract. Please check box above if SFA included any regulatory changes in renewal agreement.

C. Contract term

The term of any contract renewal must coincide with the upcoming school calendar year. Please review SFA's original contract to determine the correct number of renewals permitted after this renewal.

D. Guaranty

Changes to the Guaranty, such as additions to the terms, are not permitted. Guaranty dollar amount changes may not be material changes, i.e. more than \$100,000.

3. Food Service Budget

A Food Service Budget must be completed in the format provided by this office in the Renewal Packet with all line items addressed. Allocated Charges to the SFA must be addressed separately as individual line items.

2014-15 Food Service Budget  
Auditable Food Service Budget from the school year ending June 2014

2015-16 Food Service Budget  
Projected Food Service Budget for the upcoming school year

4. List of Schools Served

Provide a list of schools served by the FSMC and a list of any schools added or deleted from the original contract and subsequent renewals.

TDA CONTRACT RENEWAL CHECKLIST

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5. Certifications

Provide the following signed certifications:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

Exhibit J - Anti-Collusion Affidavit

Exhibit K - Certification regarding Lobbying, Disclosure of Lobbying Activities and Instructions

7. District Employee to Contact

Provide the following information for the individual at the SFA responsible for answering questions and correspondence concerning its food service operation:

Name & Job Title     Anitrea Goodwin, Executive Director of Human Resources  
Telephone Number     409-882-5610

Fax Number             409-882-5470

Email Address         ango@wocisd.com



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Rickie Harris  
Superintendent

## Cost Reimbursable Amendment

May 14, 2015

Alisdair C. Maclean  
Regional Vice President  
ARAMARK Educational Services, LLC  
4790 Regent Blvd, Suite 150  
Irving, TX 75063

Re: Amendment No.3 to Contract for Food Services Management

Dear Mr. Maclean:

This letter shall confirm the understanding between you and our representatives that effective July 1, 2015, the food services management Contract between **WEST ORANGE-COVE CONSOLIDATED 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, 2015.”
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, 2015, and shall expire on June 30, 2016 and may not be renewed
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 **\$0.1264**.
4. Section III.J.4.b (4), Financial Terms. The amount of Management Fee Per Meal/Meal Equivalent is deleted and the following substituted: **\$0.0421**.
5. Exhibit C, Food Service Budget, is deleted in its entirety and replaced with Exhibit C, the Food Service Budget for the 2015-2016 School Year, attached hereto.



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6. Exhibit F, Methodology for Allocated Costs, is deleted in its entirety and replaced with Exhibit F, Methodology for Allocated Costs, attached hereto.
7. 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.
8. This Amendment is only valid for the 2015-2016 School Year. This Amendment shall terminate on June 30, 2016. 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, 2016.
9. 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 CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

Name:

Title:

ARAMARK EDUCATIONAL SERVICES, LLC

By: \_\_\_\_\_

Name: Alisdair MacLean

Title: Vice President