

AMENDMENT

THREE RIVERS SCHOOL DISTRICT

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated May 16, 2014, is between THREE RIVERS SCHOOL DISTRICT ("LEA") and SODEXO AMERICA, LLC ("FSMC").

WITNESSETH:

WHEREAS, LEA and FSMC entered into a certain LEA – FSMC Contract dated June 21, 2012 ("Agreement"), whereby FSMC manages and operates LEA's food service operation located in Murphy, Oregon;

WHEREAS, the parties now desire to 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 "2013-2014" school year shall be changed to "2014-2015" school year.

2. Section 1.3 is deleted in its entirety and the following substituted therefor:

"1.3 Term of the Agreement. The term of this Agreement commences on July 1, 2014 and continues until June 30, 2015. The Agreement is subject to two (2) additional one (1) year renewals upon the consent of both parties, unless terminated earlier as provided in Article VII, General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all Agreement provisions related to donated foods."

3. Section 6.1 is deleted in its entirety and the following substituted therefor:

"6.1 Billing for Fixed Price Per Meal. The LEA and the FSMC have mutually agreed upon the Fixed Price per meal as follows:

**SBP**

-Breakfast	\$1.701 per meal (3 breakfasts = 1 meal)
-Meal Equivalents	\$1.701 per meal based on \$3.00 rate

**NSLP**

-Lunch	\$1.701 per meal (1 lunch = 1 meal)
-Snack	\$1.701 per snack (4 snacks = 1 meal)
-Meal Equivalents	\$1.701 per meal based on \$3.00 rate

**SFSP**

-Breakfast	\$1.701 per meal (3 breakfast = 1 meal)
-Lunch	\$1.701 per meal (1 lunch = 1 meal)
-Snack	\$1.701 per snack (4 snacks = 1 meal)

-Meal Equivalents \$1.701 per meal based on \$3.00 rate

**Vended Meal Programs and all other Meal and Meal Equivalents**

-Breakfast \$1.701 per meal (3 breakfast = 1 meal)

-Lunch \$1.701 per meal (1 lunch = 1 meal)

-Snack \$1.701 per snack (4 snacks = 1 meal)

-Meal Equivalents \$1.701 per meal based on \$3.00 rate

A. Meal Equivalent Defined:

1. For fixed price per meal purposes, each reimbursable lunch shall be considered one (1) meal/meal equivalent, each supper meal shall be considered one (1) meal/meal equivalent, each reimbursable breakfast shall be considered one-third (1/3) of a meal/meal equivalent, and one reimbursable snack shall be considered one-fourth (1/4) of a meal/meal equivalent.

2. For cash meal sale other than reimbursable meals, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the sum of the current school year free meal reimbursement rate and the commodity value. (Example: The meal equivalency rate = \$2.7975 plus \$0.2025 equals \$3.00 and Lunch Equivalents = total Ala Carte dollars divided by \$3.00).

B. The FSMC shall submit the following supporting documents to the LEA monthly:

- Daily meal counts by benefit category by school for each program
- Daily menu production records by program
- Monthly summary of Value of Commodities used
- Monthly summary of Revenues from other sales

C. Expenses paid by the FSMC and not charged to the LEA or the food service operations include, but are not limited to:

- Reports filed to the State
- Corporate income tax

D. Crediting Value of Commodities Received by the LEA – The FSMC must credit the LEA for the value of all donated food received, entitlement and bonus, for use in the LEA's meal service during the school year. This includes the value of donated food contained in processed end products. The FSMC shall list on the invoice the value of commodities received, for the period and deduct the amount of value from the total owed by LEA for the NSLP meals served. The value of commodities for entitlement and bonus is the average USDA purchase price as listed by ODE. For processed commodities it is the processing agreement value."

4. This Amendment is effective July 1, 2014 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 this Amendment, as of the date indicated in the first paragraph of this Amendment.

SO AGREED:

Print Name \_\_\_\_\_ Signature of FSMC Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature of LEA Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_