

This Amendment No. 2 to Contract No.2018-2022 is entered into and between the Local Educational Agency (LEA) Morrow County School District No.1 and Food Service Management Company (FSMC) Sodexo America, LLC (herein referred to as the "Parties").

This Amendment is effective July 1, 2019 and thereafter, unless otherwise amended. All other terms and conditions contained in the Base Contract shall remain unchanged and in full force and effect.

In consideration of the promises contained herein and for other goods and valuable consideration, the Parties hereto agree as follows:

The Contract is hereby amended as follows (new language is indicated by underling and deleted language is indicated by ~~brackets~~).

A. 1.3 Term of the Agreement. The term of this Agreement commences on July 1, 2019, and continues until June 30, 2020. This Agreement is subject to a maximum of 2 (two) additional one (1) year renewals upon the written consent of both parties, unless terminated earlier as provided in the General Terms and Conditions. Extensions or renewals are contingent upon the fulfillment of all Contract provisions related to USDA Foods.

B. 6.1 Billing for Fixed Price Per Meal (~~Fill in last year's prices~~ along with adding new prices.)

SBP

Breakfast ~~[\$2.38]~~ \$2.38 per meal (3 breakfasts = 1 meal)
Meal Equivalents ~~[\$2.38]~~ \$2.38 per meal based on \$3.515 rate

NSLP

Lunch ~~[\$2.38]~~ \$2.38 per meal (1 lunch = 1 meal)
Snack ~~[\$2.38]~~ \$2.38 per meal (4 snacks = 1 meal)
Meal Equivalents ~~[\$2.38]~~ \$2.38 per meal based on \$3.515 rate

SFSP

Breakfast ~~[\$2.38]~~ \$2.38 per meal (3 breakfasts = 1 meal)
Lunch ~~[\$2.38]~~ \$2.38 per meal (1 lunch = 1 meal)
Snack ~~[\$2.38]~~ \$2.38 per meal (4 snacks = 1 meal)

CACFP

Breakfast ~~[\$2.38]~~ \$3.68 per meal (3 breakfasts = 1 meal)
Lunch ~~[\$2.38]~~ \$3.68 per meal (1 lunch = 1 meal)
Supper ~~[\$2.38]~~ \$2.38 per meal (1 Supper = 1 meal)
Snack ~~[\$2.38]~~ \$2.38 per meal (4 snacks = 1 meal)

VENDED

Breakfast ~~[\$2.38]~~ \$2.38 per meal (3 breakfasts = 1 meal)
Lunch ~~[\$2.38]~~ \$2.38 per meal based on \$3.515 rate

C. 7.17 Electronic Signatures

7.17 Electronic Signatures. The Parties agree that this Agreement, and subsequent Amendments, may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

Nondiscrimination. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Except as expressly amended above, all other terms and conditions of original Contract are still in full force and effect. FSMC certifies that the representations, warranties, and certification contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Sodexo America, LLC

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| Authorized Signature: | Title: Vice President | Date: |
| Print Signature: Leslie M. Milinkovic | | |

Morrow County School District No.1

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| Authorized Signature: | Title: Superintendent | Date: |
| Print Signature: Dirk Dirksen | | |