

**REQUEST FOR PROPOSAL AND CONTRACT NO. 15-088-25  
BETWEEN Crowley ISD, SFA, AND Aramark Educational Services, LLC, FSMC  
First AMENDMENT**

This Contract Amendment (Amendment) is made in consideration of the mutual covenants and Agreements contained herein by and between Crowley ISD, School Food Authority, (SFA), and Aramark Educational Services, LLC, Food Service Management Company, (FSMC), to amend the Request for Proposal and Contract No. 15-088-25 (Contract) that was executed by SFA and FSMC and effective on July 1, 2020.

The Contract is amended as follows:

1. Throughout the Contract, the terms “USDA commodities” are deleted and replaced with the current term for such commodities, which is “USDA Foods.”
2. Page 2 of the Contract and Exhibit G, “Schedule of Applicable Laws,” are amended by deleting the existing nondiscrimination statements and replacing them in their entirety with the following nondiscrimination statement:

“The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed, to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Program applicant.”

3. Section II, A. “Legal Notice,” and Exhibit G, “Schedule of Applicable Laws,” are amended by adding the following statement encouraging the use of Historically Underutilized Businesses (HUBs):

“The SFA strongly encourages Historically Underutilized Businesses (HUB), Minority and Women Business Enterprises (MWBE), and labor surplus area vendors to compete for this RFP.”

4. Section II, C. “Procurement Method,” second bulleted paragraph, is amended by adding the following statement that price must be the primary factor for all proposal evaluations: “USDA policy requires price to be the primary evaluation factor.”
5. Section III, A. “Definitions,” is amended by deleting the reference, if any, and definition for “Retroactive Incentive Fee” and replacing it with the following definition for “Incentive fee” :
  - “Incentive Fee” means an additional fee paid as an incentive to the FSMC to improve SFA’s food service participation, the amount of which depends on FSMC’s performance during the current school year and related to a benchmark number established by the SFA. Incentive Fees may only apply to meals served in the SFA’s food service operation during the current school year;” and
  - The option for and reference to a “Retroactive Incentive Fee” in Section III, B is hereby deleted.
6. Section III, B. “Scope and Purpose of this Contract,” is amended by adding the following to the Contract:
  - “The duration of the contract, unless terminated in accordance with Section III, Paragraph L, is valid for the 2021-2022 school year;”
  - “This contract and this Amendment is for a one-year period beginning July 1, 2021, and terminating on June 30, 2022;”
  - “This contract may be renewed as allowed by regulation provided the parties have not exhausted all renewals remaining under the contract for additional one-year terms upon mutual agreement between the SFA and FSMC and is subject to the fulfillment of all contract terms;” and
  - “The SFA is responsible for the establishment and maintenance of the free and reduced-price meal eligibility documentation.”
7. Section III, C. “Food Service of the Contract,” is amended by adding the following to the Contract:
  - “The FSMC will provide meals on days and times as requested by the SFA and in alignment with the SFA school calendar;”
  - “The FSMC will provide meals in compliance with the meal pattern as required by USDA and reflected in TDA guidance;” and,
  - “When an accommodation is made without a medical disability, the FSMC must provide the same special dietary accommodation for all students if a special dietary accommodation is made for one student.”
8. Section III, D. “Use of Advisory Group/Menus,” and Exhibit G, “Schedule of Applicable Laws” of this contract are amended by adding the following statements at the end of those sections:

“There is no requirement for submission of a 21-day a la carte menu. All a la carte sales must be in compliance with the competitive foods requirements of this Contract and applicable federal regulations.”

9. Section III, E. “Purchases” of the Contract is amended by deleting the existing option choices related to procurement and adding the following statements and provisions to that section:

- “The FSMC must disclose all credits, discounts, rebates, allowances, and incentives received by the FSMC on invoices submitted for payment;”
- “The FSMC must credit the SFA’s monthly bill/invoice for the market value of all credits, discounts, and rebates for purchases made on behalf of the SFA and provide documentation which allows the SFA to audit the accuracy of credits, discounts, and rebates for purchases made on behalf of the SFA;”
- “The SFA must ensure there is no conflict of interest between the SFA’s contracted FSMC and any third-party purchasing agent, including, but not limited to, ensuring that there are no duplicative fees for products or services provided by both the FSMC and any third-party purchasing agent;”
- “If the FSMC is acting as the purchasing agent on behalf of the SFA that the FSMC purchases must be in compliance with all applicable local, state, and federal regulations;”
- The following options related to procurement are added to the contract and provide three options to the SFA: “(1) SFA performs all purchasing for the food service operation; (2) FSMC performs all purchasing for the food service operation, including, but not limited to, USDA Foods processing; or (3) FSMC performs all purchasing for the food service operation, excluding USDA Foods processing.”
- The options related to geographic preference in procurement are hereby updated as follows:
  - “SFA requires the FSMC to work with the SFA to establish a process for incorporating geographic preferences in the procurement of food and food products; OR The SFA does not require the FSMC to work with SFA to establish a process for incorporating geographic preference;” and
  - “The FSMC must use the SFA’s USDA Foods allocation for the benefit of the SFA. Fulfillment of the contract provisions related to USDA Foods is a requirement that must be met before renewal of the Contract can be approved.”

10. Section III, F. “USDA Foods” of the Contract is amended by adding the following statements :

- “The SFA must ensure that the full value of USDA Foods is used in the meal service each year;”
- “The SFA must maintain final responsibility for management and oversight for procuring processing agreements and general management of USDA Foods;”
- “The FSMC must credit the SFA for the full value of USDA Foods contained in end products at the processing agreement value as described in the Contract;” and

- “The method used to determine the value of USDA Foods cannot be established through a post-award negotiation or by any other method that may directly or indirectly alter the terms and conditions of the procurement contract.”

11. Section III, K. “Books and Records of the Contract,” is amended by adding the following statements to that section as necessary:

- “The SFA must conduct an internal audit of food, labor, and other expense for cost-reimbursable contracts;” and
- “For purposes of this Contract, “paid adult meals” constitute nonprogram revenue.”

12. Section III, O. “Optional Requirements to Be Included,” of the Contract is amended by adding the following provision at the end of that section:

“The reimbursement of Contractor for duplicative costs is prohibited if SFA owns or purchases the Point of Service or Point of Sale system (POS) and FSMC as Contractor is merely operating or using such SFA POS system.”

13. Section III, R, “Miscellaneous,” of the Contract is amended to include additional FSMC notification contacts, as follows:

- Aramark Educational Services, LLC  
6841 Virginia Parkway, Suite 103, #421  
McKinney, TX 75071

and

- Aramark Educational Services, LLC  
2400 Market Street  
Philadelphia, PA 19103  
Attn: Legal Counsel, K-12

14. Exhibit A, “Schedule of Food Service Locations and Services Provided,” of the Contract is amended to update locations and/or services provided.

15. Exhibit C, “Food Service Budget-Continued,” of the Contract is amended by adding a line item entitled: “IT System.” Further, the budget for School Year 2021-2022 shall be updated.

16. Exhibit D, “List of Charts and Other Attachments,” of the Contract is amended to update Chart 4: “Staffing Chart,” and Chart 7: “Meal Prices and Cost per Meal,” respectively.

17. Exhibit I, "Schedule of Terms for FSMC Guaranty," is amended to update terms for the School Year 2021-2022 budget.
18. Exhibit M, "Purchase Discounts, Rebates, Credits, and Value of USDA Foods" of the Contract is amended by stating as follows:
  - "The SFA shall verify the accuracy of credits, discounts, rebates, and the full value of USDA Foods;" and
  - "The FSMC shall be required to submit documentation to the SFA which will allow the SFA to verify the accuracy of credits, discounts, rebates and the full value of USDA Foods."
19. All other terms of this Contract executed by SFA and FSMC shall remain the same.
20. This Amendment is only valid for the 2021-2022 school year. This Amendment shall terminate on June 30, 2022. 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.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**AGREEMENT**

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Amendment to the Contract shall be in effect for one year and may be renewed by mutual agreement with another Amendment if provided in the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST: |

SCHOOL FOOD AUTHORITY:

Crowley Independent School District  
Name of SFA

\_\_\_\_\_  
Signature of Authorized Representative

Dr. Michael McFarland  
Typed Name of Authorized Representative

Superintendent  
Title

\_\_\_\_\_  
Date Signed

ATTEST: |  
COMPANY:

FOOD SERVICE MANAGEMENT

Aramark Educational Services, LLC  
Name of FSMC

\_\_\_\_\_  
Signature of Authorized Representative

David Parsonage  
Typed Name of Authorized Representative

Regional Vice President, Aramark  
Title

\_\_\_\_\_  
Date Signed

**Exhibit A**

**SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED**

SBP, NSLP, SFSP, A LA CARTE, ADULT MEALS, CATERING AND CACFP CAN BE OFFERED  
AT EACH LOCATION

<b>Campus</b>	<b>Programs</b>
Administration Building	SBP, NSLP, ASSP, CACFP
Bess Race Elementary	SBP, NSLP, ASSP, CACFP
Bill R Johnson CTE Center	SBP, NSLP, ASSP, CACFP
Crowley 9th	SBP, NSLP, ASSP, CACFP
Crowley HS	SBP, NSLP, ASSP, CACFP
Crowley Learning Center	SBP, NSLP, ASSP, CACFP
Crowley Middle School;	SBP, NSLP, ASSP, CACFP
Dallas Park Elementary	SBP, NSLP, ASSP, CACFP
David Walker Elementary	SBP, NSLP, ASSP, CACFP
Deer Creek Elementary	SBP, NSLP, ASSP, CACFP
HF Stevens Middle School	SBP, NSLP, ASSP, CACFP
JA Hargrave Elementary	SBP, NSLP, ASSP, CACFP
Jackie Carden Elementary	SBP, NSLP, ASSP, CACFP
June Davis Elementary	SBP, NSLP, ASSP, CACFP
Mary Harris Elementary	SBP, NSLP, ASSP, CACFP
Meadowcreek Elementary	SBP, NSLP, ASSP, CACFP
North Crowley 9th	SBP, NSLP, ASSP, CACFP
North Crowley HS	SBP, NSLP, ASSP, CACFP
Oakmont Elementary	SBP, NSLP, ASSP, CACFP
Parkway Elementary	SBP, NSLP, ASSP, CACFP
Richard Allie Middle School	SBP, NSLP, ASSP, CACFP
SH Crowley Elementary	SBP, NSLP, ASSP, CACFP
Sidney H Poynter Elementary	SBP, NSLP, ASSP, CACFP
Special Education Office	SBP, NSLP, ASSP, CACFP
Sue Crouch Elementary	SBP, NSLP, ASSP, CACFP
Summer Creek Middle School	SBP, NSLP, ASSP, CACFP
Sycamore Elementary	SBP, NSLP, ASSP, CACFP

**FOOD SERVICE BUDGET-FIXED-MEAL RATE**

**Crowley ISD School Food Authority**

School Year 2020 - 2021

**Revenues:**

Cash Sales:

Student Breakfast Sales	<u>                    </u>
Student Lunch Sales	<u>\$943,637</u>
Student Snack Sales	<u>                    </u>
Student a la carte Sales	<u>\$668,823</u>
Adult Sales	<u>\$55,279</u>
Catering Sales	<u>\$100,149</u>
Interest Income	<u>                    </u>
Concession Sales	<u>                    </u>
Vended Meal Sales	<u>                    </u>
Vending Machine Sales	<u>                    </u>
 Total Cash	 <u>\$1,767,888</u>

State and Federal Reimbursement/Funding

National School Lunch Program	<u>\$2,547,438</u>
School Breakfast Program	<u>\$5,721,385</u>
Afterschool Care Program	<u>\$118,879</u>
Seamless Summer Option	<u>                    </u>
CACFP	<u>\$565,483</u>
Summer Food Service Program	<u>\$113,709</u>
State Matching Fund	<u>\$72,345</u>
USDA Foods Received	<u>                    </u>
Other Funding	<u>\$8,000</u>
 Total Reimbursements	 <u>\$9,147,239</u>

**Total Revenues:** = All Cash Sales +  
All Reimbursements \$10,915,126

### Exhibit C, Food Service Budget Continued

**Expenses:**

Reimbursable Breakfast Meal Rate Fee	<u>\$2,416,962</u>
Reimbursable Lunch Meal Rate Fee	<u>\$6,309,778</u>
Management Fee	_____
Reimbursable Snack Meal Rate Fee	<u>\$104,985</u>
Reimbursable Dinner Meal Rate Fee	<u>\$481,750</u>
SFA Direct Expense	<u>\$600,000</u>
Commodity Credits	<u>(\$650,000)</u>
Total Expense	<u>\$9,259,475</u>

USDA-donated Foods Used (Call TDA USDA Foods Division for annual usage amount for the SFA)	_____
USDA-donated Foods Delivery	_____
USDA-donated Foods Processing	_____

**Surplus / Subsidy =**

Total Revenues – Total Expenses	<u>\$1,655,652</u>
---------------------------------	--------------------

<b>FSMC Guaranteed Return</b>	<u>\$1,650,000</u>
<b>FSMC Guaranteed Break Even</b>	_____
<b>FSMC Guaranteed Subsidy</b>	_____

**SFA Employee responsible for submission of this budget data:**

**Name:** Nadia Powers  
**Telephone:** (817) 297-5219

**FSMC Employee responsible for submission for this budget data:**

**Name:** Jeanna Ratnayake  
**Telephone:** (972)522-8796

**FOOD SERVICE BUDGET–FIXED-MEAL RATE**

**Crowley ISD School Food Authority**

School Year                      2021-2022

**Revenues:**

Cash Sales:

Student Breakfast Sales	_____
Student Lunch Sales	<u>\$953,073</u>
Student Snack Sales	_____
Student a la carte Sales	<u>\$675,511</u>
Adult Sales	<u>\$55,279</u>
Catering Sales	<u>\$100,149</u>
Interest Income	_____
Concession Sales	_____
Vended Meal Sales	_____
Vending Machine Sales	_____
 Total Cash	 <u>\$1,784,013</u>

State and Federal Reimbursement/Funding

National School Lunch Program	<u>\$2,636,598</u>
School Breakfast Program	<u>\$5,921,633</u>
Afterschool Care Program	<u>\$123,040</u>
Seamless Summer Option	_____
CACFP	<u>\$588,102</u>
Summer Food Service Program	<u>\$117,689</u>
State Matching Fund	<u>\$72,345</u>
USDA Foods Received	<u>\$655,500</u>
Other Funding	_____
 Total Reimbursements	 <u>\$10,114,908</u>

**Total Revenues:** = All Cash Sales +  
All Reimbursements                      \$11,898,920

**Exhibit C, Food Service Budget Continued**

**Expenses:**

Reimbursable Breakfast Meal Rate Fee	<u>\$2,503,973</u>
Reimbursable Lunch Meal Rate Fee	<u>\$6,536,930</u>
Management Fee	<u>                    </u>
Reimbursable Snack Meal Rate Fee	<u>\$108,764</u>
Reimbursable Dinner Meal Rate Fee	<u>\$499,093</u>
SFA Direct Expense	<u>\$600,000</u>

Total Expense \$10,248,760

USDA-donated Foods Used                       
(Call TDA USDA Foods Division  
for annual usage amount for the SFA)

USDA-donated Foods Delivery                       
USDA-donated Foods Processing                     

**Surplus / Subsidy =**

Total Revenues – Total Expenses \$1,650,160

**FSMC Guaranteed Return** \$1,650,000

**FSMC Guaranteed Break Even**                     

**FSMC Guaranteed Subsidy**                     

**SFA Employee responsible for submission of this budget data:**

**Name:** Nadia Powers

**Telephone:** (817) 297-5219

**FSMC Employee responsible for submission for this budget data:**

**Name:** Jennifer Kattner

**Telephone:** (817) 297-5940

**Exhibit D**

**LIST OF CHARTS AND OTHER ATTACHMENTS**

Chart 4: Staffing Chart (Identifying whether each position is SFA or FSMC personnel):

**Administrative Support:**

Status	Number of Employees	Position	Weekly Hours	FSMC
Full Time	1	General Manager	40	1
Full Time	1	Food Service Director	40	1
Full Time	1	Human Resources Manager	40	1
Full Time	1	Registered Dietitian	40	1
Full Time	1	Executive Chef	40	1
Full Time	1	Marketing/Communications Manager	40	1
Full Time	3	Area Supervisor	40 (Seasonal)	1
Full Time	1	Office Manager	40	1
Full Time	1	Receptionist	30	1
Full Time	1	Food Service Driver	40	1
Full Time	2	Catering Assistant	40	2

**A: Elementary**

Status	Number of Employees	Position	Weekly Hours	FSMC
Full Time	15	Cafeteria Manager	40	15
Full Time	6	Food Service Worker	35	6
Full Time	36	Food Service Worker	32.5	36
Full Time	24	Food Service Worker	30	24
Part Time	4	Food Service Worker	20	4

Part Time	2	Food Service Worker	28.75	2
Full Time	5	Food Service Worker	31.25	5
Part Time	3	Food Service Worker	27.5	3
Full Time	1	Food Service Worker	33.75	1

**B: Middle and High School**

Status	Number of Employees	Position	Weekly Hours	FSMC
<i>Full Time</i>	11	<i>Cafeteria Manager</i>	40	11
Full Time	9	Food Service Worker	35	9
Full Time	12	Food Service Worker	32.5	12
Full Time	31	Food Service Worker	30	31
Part Time	4	Food Service Worker	28.75	4
Part Time	6	Food Service Worker	20	6
Full Time	7	Food Service Worker	31.25	7
Part Time	4	Food Service Worker	27.5	4

**Exhibit D**

**LIST OF CHARTS AND OTHER ATTACHMENTS**

Chart 7:Chart stating Meal Prices and Costs per Meal

	<b>2021-2022 Paid Student Pricing</b>
<b>Breakfast</b>	
<b>Elementary</b>	<b>Univ. Free</b>
<b>Middle</b>	<b>Univ. Free</b>
<b>High</b>	<b>Univ. Free</b>
<b>Lunch</b>	
<b>Elementary</b>	<b>\$ 2.80</b>
<b>Middle</b>	<b>\$ 3.05</b>
<b>High</b>	<b>\$ 3.05</b>

Unit Name: **Crowley ISD**

Methodology for Calculation of Increase in  
Fixed Meal Rates

Aramark has utilized the following methodology in calculating the increase in its Fixed Meal Rates for the 2021 -2022 school year.

Aramark’s Fixed Meal Rates were increased by a percentage equivalent to the percentage change in **(CPI - U) Food Away From Home – South** (“CPI”) from January 2020 to January 2021 as published by the U.S. Department of Labor, Bureau of Labor Statistics.

CPI-U Food Away From Home – South

Index, January 2020	287.577
Index, January 2021	297.930
Increase	10.35278
% Increase	3.6%

	<b>SY 20/21</b>				<b>SY 21/22</b>
Breakfast Meal Rate	\$1.7129	X	1.036	=	<u>\$1.7746</u>
Lunch Meal Rate	\$2.9943	X	1.036	=	<u>\$3.1021</u>
Snack Meal Rate	\$0.8558	X	1.036	=	<u>\$0.8866</u>
A la Carte	\$2.9943	X	1.036	=	<u>\$3.1021</u>
Dinner	\$2.9943	X	1.036	=	<u>\$3.1021</u>

## EXHIBIT I

### A. SCHEDULE OF TERMS FOR FSMC GUARANTEE

#### 1. FSMC Guarantee:

- A. **Projected Food Service Budget Surplus:** FSMC estimates that the projected surplus for the Current Year shall be at least \$1,650,000 (the "Projected Surplus") for those items of revenue and expense set forth in the mutually agreed upon budget attached hereto as Exhibit C (the "Food Service Budget").
- B. **FSMC Reimbursement:** FSMC agrees to reimburse SFA for the amount, if any, by which SFA's Surplus is less than the Projected Surplus for the Current Year ("SFA's Shortfall"). As used herein, the term "SFA's Surplus" shall mean the amount, if any, by which SFA's actual Gross Receipts for the Current Year exceed SFA's actual Total Food Service Costs for the Current Year.
- A. **Reimbursement Conditions and Assumptions:** The FSMC's obligation to reimburse SFA in accordance with the above shall remain in effect only during the Current Year and is contingent upon the following conditions and assumptions remaining in effect for the Current Year:
1. Reimbursement rates for Food Service Program meals shall increase by at least 2.5%.
  2. The value of government donated commodities received shall not be less than the value set forth in Exhibit C.
  3. The mix and quantity of government donated commodities shall not change from the mix and quantity received the prior school year so as to increase actual food costs over the level of projected food cost set forth in Exhibit C.
  4. The District shall not require Aramark to purchase processed commodities for a total price (including all applicable costs and fees) that exceeds the then-current market price for a comparable commercial item.
  5. There shall be at least 174 full service days where breakfast is served on-site for the Current Year.
  6. There shall be at least 174 full service days where lunch is served on-site for the Current Year.
  7. The average daily student enrollment for the Current Year shall be at least 16,122. For purposes of this condition, students will be included in the daily average count only on days on which they are able to receive meals on-site in a school building.
  8. The District shall not reduce in scope or eliminate any A La Carte foodservice programs used to estimate the revenue in Exhibit C from such programs. Additionally, to the extent that the number of students able to participate in the A La Carte foodservice programs is reduced from the number of students used to estimate the revenue in Exhibit C, Aramark's obligation shall automatically be adjusted to account for the decrease in revenue attributable to these reductions.

9. The cost of wages, salary, and fringe benefits for the food service operations employees or the number of such employees shall not exceed such levels as set forth in Exhibit C. Aramark's reimbursement obligation is based on the Federal and State minimum wage laws and health care benefit rates, laws, and regulations including, without limitation, any prevailing wage rates and laws, in effect as of January 1, 2021. Should the minimum wage or health and welfare benefit rates be increased above the January 1, 2021 level pursuant to any Federal, State or local law or regulation, or should Aramark's costs increase due to causes beyond ARAMARK's control, Aramark's reimbursement obligation shall automatically be adjusted to cover increased costs resulting directly or indirectly from such increase.
10. The actual costs charged to the Food Service Enterprise Account by the District shall not exceed the projected operating expenses as set forth in Exhibit C, attached hereto and made a part hereof.
11. Food costs during the Current Year shall not increase by an amount great than Two Percent 2% Food costs will be measured by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served pursuant to this Agreement (the "District Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the Current Year. The "Market Basket of Products" represents categories or types of products that are generally used in the District Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage; baked goods; produce; dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the District Menu that such Menu Category approximately represents based on purchasing levels during the Current Year. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics category compiled by the U.S. Department of Labor, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products.
12. District and its representatives, including, but not limited to, the District liaison, school principals, teachers and District employees shall fully cooperate with Aramark and its representatives in the implementation of the Food Service Program and any mutually agreed upon modifications to the Food Service Program.
13. District shall fully cooperate with Aramark to limit the expansion of competitive food sales in order to maximize the Gross Receipts and other non-cash sales of the Food Service Program.
14. The ratio of students eligible to receive free and reduced price meals as compared to total student enrollment shall not decrease from those provided in the District's request for proposals.
15. The District shall not reduce in scope or eliminate any of the federally supported food programs offered to students as provided for in the District's request for proposals. Additionally, the District shall not take any action that reduces the number of students eligible to participate in any federally supported food program as compared to the number of students eligible to participate in such programs as provided for in the District's request for proposals.

16. District shall receive the additional seven cents (\$0.07) per meal reimbursement for each lunch meal served authorized by the Healthy Hunger-Free Kids Act of 2010. In order to obtain this additional seven cents (\$0.07) per lunch meal served, District shall successfully implement the requirements of the USDA Final Rule regarding nutrition standards and menu planning, published on January 26, 2012 (7 C.F.R. Parts 210 and 220).
17. Should the District require in writing that Aramark take an action which causes the cost of wages, salary, and/or fringe benefits for Aramark's food service employees to exceed the levels set forth in Exhibit C, Aramark's obligation shall automatically be adjusted to cover increased labor costs resulting directly from such action.
18. Users' access to the vending machines and the number and capacity of vending machines shall not be decreased from those provided in the District's request for proposals.
19. The selling prices of school lunch will be no less than those set forth in the table below:

	Minimum Lunch Price
Elementary Schools	\$2.80
Middle/Junior High Schools	\$3.05
High School	\$3.05

20. Catering will be billed to the District at mutually agreed upon rates plus food cost.
21. Aramark's access to kitchen equipment will not be reduced or limited or altered in a way which would materially interfere with or decrease the Gross Receipts of the Food Service Program.
22. The District shall not allow students to leave campus for meal periods or receive delivery of commercial foods on campus during meal periods except as already allowed at the time of the submission of Aramark's proposal.
23. The District shall not block schedule during lunch periods not already so scheduled at the time of the submission of Aramark's proposal.
24. The District shall not materially decrease the number and nature of events at which concessions are sold by Aramark from those projected in the District's request for proposals.
25. The District shall not engage in or expand any purchasing program not already in place at the time of the submission of Aramark's proposal.
26. District and/or any facility affiliated with District shall neither hire any supervisory employee of Aramark, nor permit any supervisory employee of Aramark to be employed on District's premises or on the premises of any facility affiliated with District during the Current Year or for a period of 12 months subsequent to the Current Year (unless such employees were formerly employees of District) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on District's premises at any time during the Current Year or the 12-month period immediately preceding the Current Year.

In the event any of the foregoing conditions or assumptions is not met during the Current Year, Aramark's reimbursement obligation shall be reduced by the amount of any increase in District's Total Food Service Costs or any reduction in Gross Receipts which is attributable to the changes in such conditions or assumptions. Furthermore, if during the Current Year District requests a significant change in any phase of the Food Service Program that results in a decrease in Gross Receipts or an increase in Total Food Service Costs from the amounts set forth in the Food Service Budget, Aramark shall advise District of its estimate of the increase in the Total Food Service Costs or decrease in Gross Receipts attributable to such requested change. Any budget, including the Food Service Budget, agreed to by Aramark and District shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.

**TO BE INSERTED WITH FINAL CONTRACT EXECUTION**

**Aramark's Debarment Certification 2021-2022, Anti-Collusion Affidavit 2021-2022**

**Lobbying Certification 2021-2022**

Crowley ISD  
SFA Name

01025  
County District Number/  
Program (TX) Number

**2021-2022 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, 2021, for contract renewals for the 2021-22 school year. Contract renewals submitted after April 30, 2021, 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 2021-2022 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                   \$ \_\_\_\_\_  
Proposed Administrative Fee               \$ \_\_\_\_\_

- Management Fee Increase/Methodology Attached

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

- Fixed Meal-Rate Increase/Methodology Attached

- School Breakfast Program

Current Fee                                    \$ 1.7129  
Proposed Fee                                  \$ 1.7746

- National School Lunch Program

Current Fee                                    \$ 2.9943  
Proposed Fee                                  \$ 3.1021

## TDA CONTRACT RENEWAL CHECKLIST

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<input checked="" type="checkbox"/>	Afterschool Care Program		
	Current Fee		\$ .8558
	Proposed Fee		\$ .8866
<input checked="" type="checkbox"/>	A la carte		
	Current Fee		\$ 2.9943
	Proposed Fee		\$ 3.1021
<input checked="" type="checkbox"/>	CACFP Dinner		
	Current Fee		\$ 2.9943
	Proposed Fee		\$ 3.1021

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

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.

2020-21 Food Service Budget  
Auditable Food Service Budget from the school year ending June 2020

2021-22 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.

