FOOD SERVICE MANAGEMENT COMPANY COST REIMBURSABLE CONTRACT ADDENDUM
SCHOOL YEAR 2019-2020

*(This addendum is for SFAs whose Base Year Contracts are 2015-2016, 2016-2017 or 2017-2018 **ONLY**)*

School Food Authority (SFA)	Green Township Board of Education
Agreement Number	03701800
Food Service Management Co. (FSMC)	Maschio's Food Services, Inc.

Base Year Contract Start Date: July 1, 2017 and Ending Date: June 30,2018

The purpose of this addendum is to renew the existing Food Service Management Company Contract, as previously amended and renewed (if applicable). The terms and conditions will remain the same except as set forth below.

A. DURATION OF ADDENDUM

This addendum begins on July 1, 2019 and ends on June 30,2020.

B. MANAGEMENT AND/OR ADMINISTRATIVE FEE(S)

The SFA shall pay the FSMC the following:

Check fee structure(s) that apply from Base Year Contract

☐ Management/Administrative Fee (all one fee) $__________ per meal

☐ Management Fee $ __________ per meal

☐ Administrative Fee $__________ per meal

☑ Management/Administrative Total Flat Fee (all one fee) $7,091.00 SY 2019-2020

☐ Management Total Flat Fee $__________ SY 2019-2020

☐ Administrative Total Flat Fee $__________ SY 2019-2020

The Meal Equivalent Conversion Factor in the Base Year Contract used to determine the Meal Equivalents served by the FSMC remains the same for each renewal. This Conversion Factor is: **$__________.**

The Meal Equivalent Conversion Factor **does not** apply to **Flat Fee** contracts.

C. FINANCIAL GUARANTEES

Response and Projected Operating Statement (Form #23CR) must be completed for 2019-2020 and returned with this addendum.

For SY 2019-2020, FSMC Guarantee to the SFA is:

☐ No Guarantee

☐ Breakeven

☐ Loss (Indicate Amount of Loss) $___________________

Choose one:

☐ FSMC loss to the SFA is **Unlimited**

☐ FSMC loss to the SFA is **Limited to** (Indicate Amount) $___________________

☐ FSMC loss to the SFA is **Limited to** the FSMC's Management Fee

☑ Return (Indicate Amount of Return) $2,000.00

Choose one:

☑ FSMC return to the SFA is **Unlimited**

☐ FSMC return to the SFA is **Limited to** (Indicate Amount) $___________________

☐ FSMC return to the SFA is **Limited to** the FSMC's Management Fee

☐ *Check this box if for SY 2019-2020, the guarantee to the SFA in this addendum is* ***changing from*** *a Guaranteed* ***Return*** *to a Guaranteed* ***Breakeven*** *or* ***Loss****.*

SY 2018-2019 Return/Loss (Indicate Amount) $___________________

SY 2019-2020 Return/Loss (Indicate Amount) $___________________

Guarantee Reimbursement Conditions and Assumptions remain the same as previously agreed upon in the Base Year Contract and, if applicable, the subsequent addendums.

Except as specifically set forth in this Addendum, all other terms and conditions of the Contract shall remain the same and continue to be in full force and effect. In the event of a conflict between the provisions of the Contract and this Addendum, the provisions of this Addendum shall be controlling as to the matters set forth herein. The Parties agree that upon the effective date of this Addendum, it shall become a binding and integral part of the Contract.

☐ **I certify** that the increases in the Management and Administrative Fees or Management/Administrative Fee (combined as one fee) in this addendum **DO NOT** exceed the Index Rate (as calculated on the Index Rate/Food Service Management Company (FSMC) Fee Worksheet (Form #272) and returned with this addendum) in place at the time this addendum was approved at the SFA's Board Meeting (for Public and Charter Schools) or date signed by the School Administrator (for Non-Public Schools).

Public and Charter Schools provide the following:

☐ **I certify** that this contract renewal (addendum) was approved by the Board of Education and that the fee and guarantee information is included in the official Board Minutes.

Board Meeting Date: ____________________ **Resolution/Agenda Item Number** ________________

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

ORIGINAL SIGNATURES REQUIRED

SFA: Green Township Board of Education

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

FSMC: Maschio's Food Services, Inc.

Signature: ______________________________

Name: Kenneth N. Torchia

Title: CEO

Date: ______________________________