

ADDENDUM TO AGREEMENT made by and between Franklin Township School, whose office is located at 226 Quakertown Road, Quakertown, New Jersey (hereinafter referred to as the "Local Education Agency") and Maschio's Food Services, Inc., a New Jersey Corporation having its principal place of business at 525 E. Main Street, Chester, New Jersey 07930.

WHEREAS, the Local Education Agency and Maschio's entered into a contract for a food service program;

WHEREAS, the Local Education Agency has found that Maschio's is performing the services under the contract in an effective and efficient manner;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the Local Education Agency and Maschio's agree as follows:

Article I: Federal and State Required Contract Language

A. DURATION OF ADDENDUM

This addendum begins on July 1, 2015 and ends on June 30, 2016.

B. MANAGEMENT FEE(S) / GUARANTEES

1) MANAGEMENT FEE

The Local Education Agency shall pay Maschio's an annual management fee in the amount of \$7,199.00. The management fee shall be payable in monthly installments of \$719.90 per month commencing on September 1, 2015 and ending on June 30, 2016.

2) GUARANTEE NO COST/BREAKEVEN

Maschio's guarantees a no cost or breakeven food service operation, including the management fee. In the event that program costs exceed total revenues (from all sources), Maschio's shall be responsible for any losses (shortfalls) incurred with the following conditions:

3) GUARANTEE CONDITIONS

- a) There shall be no change in the LEA's policies, practices and service requirements including changes in bell schedules and or meal service periods.
- b) The proposed pricing schedule is approved.
- c) The proposed staffing schedule is approved with no alterations.
- d) The state or federal minimum wage rate and taxes in effect as of January 1, 2015, shall remain consistent throughout the year.
- e) The projected number of service days for lunch will be the following:

_____ Middle School
_____ High School

- f) There shall be no reduction in service days due to inclement weather schedule changes i.e. early dismissal, delayed opening.
- g) The government reimbursement rates shall be no less than the rates for the previous school year.
- h) Vendor prices shall remain constant throughout the year.
- i) Average daily attendance shall remain at the same level as the previous school year.
- j) The number of free and reduced price participants shall remain at the same level as the previous school year.
- k) USDA donated foods including both entitlement and bonus foods, and including the value of donated foods contained in processed end products will be no less than the previous school year.
- l) Usable USDA donated foods, of adequate quality and variety required for FSMC's proposed menu will be valued at no less than the previous school year's value per reimbursable meal.
- m) There shall be no restrictions in a la carte sales. Sales will be permitted at all locations for the term of this addendum.
- n) Service hours, service requirements type or number of facilities selling food and/or beverages on Local Education Agency's premises shall remain consistent throughout the year.
- o) There shall be no competitive sales during all service hours.
- p) Any changes in legislation, regulations, reimbursement rates, meal components and quantities required by the Child Nutrition Programs or changes in the USDA Smart Snack Policies will affect the guarantee.
- q) Due to the volatile nature of raw material costs, Maschio's and the Local Education Agency shall review quarterly, costs associated with paper and plastic supplies and fuel surcharges on other deliveries. Any changes in Maschio's costs shall result in an appropriate change in the guarantee.
- r) There will be no cessation of labor within the LEA that would adversely affect sales.
- s) The Local Education Agency shall make payment to Maschio's for the entire amount of fees, costs and expenses which Maschio's shall have incurred as the result of union organizational activities and participation in administrative proceedings involving the unionization of personnel, which were unknown to the officers of Maschio's at the time of execution of this addendum.
- t) The number of eligible free and reduced students will be at least equal to the number of free and reduced eligible students in the previous school year.

- u) The LEA agrees to reimburse the food service account for the amount of unpaid charged meals either monthly or annually.
- v) The FSMC will not be responsible for sales decrease due to allowances given by the LEA for students to purchase lunches off campus if that allowance was not stated in the RFP.
- w) Any mandated expenses by either the federal or state governments regarding employee health care costs will reduce the guarantee in the amount of the actual cost of those expenses.
- x) The FSMC has not taken into account the effect of lunch meals distributed under the LEA's humanitarian meal policy in establishing the guarantee. Any changes in the value of lunch distributed under such policy that would negatively affect the guarantee will result in an appropriate adjustment thereof.
- y) The cost of providing alternate and standard humanitarian meals at no cost to students shall be excluded from the calculation of financial results for purposes of determining achievement of the financial guarantee. Humanitarian meals shall mean alternate meals provided at no cost to students who are unable to pay the full or reduced price for a reimbursable meal. The cost of such alternate meals shall be billed to and paid for by the LEA. If a standard reimbursable meal is provided, the standard meal price, paid or reduced, will be charged to and paid by the LEA.
- z) Any changes in the actual sales of meals distributed under any non-pricing program implemented during the current contract term could negatively affect the guarantee which will result in an appropriate adjustment thereof.

In the event the foregoing conditions are not met during the school year, Maschio's guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions.

C. NEW PARAGRAPH 8 UNDER LOCAL EDUCATION AGENCY RESPONSIBILITIES

- 8) The LEA may apply a geographic preference when procuring unprocessed locally grown or locally raised agricultural products. When utilizing the geographic preference to procure such products, the LEA making the purchase has the discretion to determine the local area to which the geographic preference option will be applied.

For the purpose of applying the optional geographic procurement preference in this paragraph, "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk.

[7 CFR 210.21(g) (1) (2)].

D. REVISED PARAGRAPHS 3 UNDER USDA DONATED FOODS

- 3) The FSMC shall credit the LEA for the value of all USDA donated foods received for use in the LEA's meal service in the school year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, if applicable. [7 CFR 250.53(a) (1)].

The FSMC shall perform such crediting monthly and maintain backup documentation to substantiate the credit by reviewing the New Jersey Department of Agriculture monthly invoices for actual delivery of donated foods and by invoice reductions shown as separate line items for processed donated foods. [7 CFR 250.53(a) (2)].

If for the school year immediately preceding the beginning of this contract the LEA's food service was self-operating, the FSMC shall also credit the LEA for the value of all USDA donated foods in the LEA's inventory carried over from the preceding school year.

E. NEW PARAGRAPH 12 UNDER USDA DONATED FOODS

- 12) The FSMC must comply with the Food Distribution Agreement for Distribution and Use of USDA Foods found in SNEARS on the NJDA website. [7 CFR 250 *et seq.*].

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Article II: Additional Addendum Language

A. MISCELLANEOUS PROVISIONS

1. Currently the NJ State Department of the Treasury has determined that some supplies purchased by the Food Service Management Company on behalf of the LEA are subject to sales and use tax. It is clear that the ownership of said goods is never an asset of the Food Service Management Company. The Local Education Agency has ownership of said goods at all times and that the inventory asset of goods not yet used is accounted for in the Local Education Agency monthly financial report. The Local Education Agency has indicated to the Food Service Management Company that they would like to absorb the cost of this tax as a part of the supply cost so that the Food Service Management Company can continue to pay the distributor.
2. Maschio's will expect the payment for all humanitarian meals to be collected by year end and should collection not occur, the amount of collections due will be credited on the final year-end Profit and Loss Statement.

IN WITNESS WHEREOF, Maschio's and the Local Education Agency have caused the within Addendum to the contract to be executed on the day and year written above.

MASCHIO'S FOOD SERVICES, INC.

By: _____

Dated: _____

Name: Kenneth N. Torchia

Title: Chief Executive Officer

LOCAL EDUCATION AGENCY

By: _____

Dated: _____

Name: _____

Title: _____