

**AMENDMENT NO. 4 TO  
FOOD SERVICES MANAGEMENT AGREEMENT**

This Amendment Number Four (the "Amendment") to the Food Service Management Agreement, is effective July 1, 2018, by and between **Tipton Community School Corporation** ("Client") and **Aramark Educational Services, LLC**, a Delaware limited liability company ("Aramark"), each or both of which may be referred to as "Party" or "Parties" respectively.

**WITNESSETH THAT:**

- A. Client and Aramark entered into a Food Services Management Agreement, effective during the period commencing July 1, 2014 and ending June 30, 2015 (as amended, the "Agreement"); and
- B. Client and Aramark renewed the Agreement for the 2015-2016 school year.
- C. Client and Aramark renewed the Agreement for the 2016-2017 school year.
- D. Client and Aramark renewed the Agreement for the 2017-2018 school year.
- E. Client and Aramark now desire to renew the Agreement for the 2018-2019 school year.

**NOW THEREFORE**, in consideration of the mutual covenants herein, the parties hereto agree that the Agreement shall be renewed and amended as follows:

1. **Term.** Pursuant to General Information, Section I of the Agreement, the Parties agree to renew the Contract Term for an additional one year period beginning July 1, 2018 and ending on June 30, 2019 (the "Current Term").

2. **Food Charges.** Pursuant to Standard Terms and Conditions, Section 7.B of the Agreement, the Parties hereby agree to increase the General and Administrative Fee and the Management Fee charged by Aramark to Client for each meal served. The new fees for the 2017-2018 term are as follows:

General and Administrative Fee: \$0.0887 per meal served

Management Fee: \$0.0553 per meal served

3. **Guaranteed Return.** Sections 1 and 2 of the Aramark Term Sheet are deleted in their entirety and replaced with the following:

1. **"Guaranteed Return.** Aramark estimates that the projected food service budget will result in a guaranteed surplus of at least \$46,588, with Aramark to reimburse the Client up to the combined amount of Aramark's General and Administrative Expense and Management Fee.

2. **Reimbursement Conditions and Assumptions to Guaranteed Return.** Aramark's obligation to reimburse Client in accordance with the Guarantee shall remain in effect only during the Current Term and is contingent upon the following conditions and assumptions remaining in effect for the Current Term. In the event any of the following conditions or assumptions are not met during the Current Term, Aramark's obligation shall be reduced by the amount of any increase in Client's Total Food Service Costs or any reduction in Gross Receipts (defined as the total of all cash

receipts, reimbursements received by Client and other revenue under the Food Service Program) which is attributable to the changes in such conditions or assumptions. If during the Current Term Client requests a 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 Client 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 Client shall be adjusted to reflect such estimated increase in Total Food Service Costs or decrease in Gross Receipts.

- A. Compliance with the Assumptions set forth in Section 7.A of the RFP.
- B. The average student enrollment for the Current Term shall be at least One Thousand Five Hundred (1,500).
- C. The actual costs charged to the Food Service Program by Client shall not exceed the projected operating expenses as set forth in Attachment 5a of the RFP.
- D. There shall be at least One Hundred Seventy-Six (176) full service days where breakfast and lunch are served for the Current Term.
- E. Client and its representatives shall fully cooperate with Aramark to implement the Food Service Program and to prevent competitive food sales in order to maximize the Gross Receipts and other non-cash sales of the Food Service Program.
- F. The ratio of students eligible to receive free and reduced price meals as compared to total student enrollment shall not decrease from prior year.
- G. The selling prices of the Current Terms for school breakfast and lunch will be no less than the selling prices of the prior school year. Gross Receipts from a la carte sales will be at least equal to the projected amounts provided by the District with the RFP.
- H. 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 the food service budget. 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, 2018. Should the minimum wage or health and welfare benefit rates be increased above the January 1, 2018 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.
- I. Food costs during the Current Year shall not increase by an amount greater than Three percent (3 %). Food costs will be measured by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average,

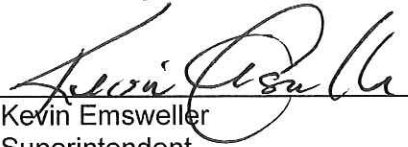
Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor."

4. **2018-2019 Food Service Budget.** The attached 2018-2019 Food Service Budget shall be added to the Agreement.


5. **Agreement to Remain in Effect.** In all other respects, the Agreement between the Parties shall remain in full force and effect. This Amendment shall be attached to, and become part of, such Agreement.

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

**Tipton Community School Corporation**

By:   
Kevin Emsweller  
Superintendent

**Aramark Educational Services, LLC**

By:   
Brian Hicks  
Vice President

**2018-2019 Food Service Budget**  
**Tipton Community School Corporation**

<b>400366400</b>	
<b>Tipton Community School Corp</b>	
<b>SY 2018 - 2019</b>	
	<b>2018-2019</b>
Service Days	176
<b>MEALS</b>	
Type "A" Breakfast Meals	43,648
Type "A" Lunch Meals	173,300
Snack Meals	-
Equivalents	51,238
Other Meals	-
Total Billable Meals	268,186
<b>CLIENT SALES</b>	
Breakfast Type "A" Sales	
Cash Sales	\$ 14,059
Reimbursement Income	\$ 72,953
Lunch Type "A" Sales	
Cash Sales	\$ 221,816
Reimbursement Income	\$ 312,210
Breakfast Ala Carte	\$ 11,209
Lunch Ala Carte	\$ 102,003
Special Events/Catering	\$ 5,657
Sales Adult Meals	\$ 9,197
Other Reimbursement Income	\$ 18,529
Total Client Revenue	\$ 767,633
Client Rev. per Meal	\$ 2.86
<b>Cost &amp; Expenses</b>	
Food Cost	\$ 281,595
Food Cost Per Meal	1.05
<b>Labor Cost</b>	
Client Labor	\$ 299,154
RMK Labor	\$ 57,160
Labor % of Sales	46%
<b>Directs</b>	
Client Directs	\$ -
RMK Variable Directs	\$ 48,736
Administrative Fee	\$ 23,806
Management Fee	\$ 14,844
Total Directs and Fees	\$ 87,385
Direct % of Sales	11%
Client Return	\$ 42,338
5 cent increase in lunch selling price =	\$ 4,250
Adjusted Client Return	\$ 46,588

## Clean Air and Water Certificate

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate.

Aramark Educational Services, LLC

Name of Food Service Management Company

Tipton Community School Corporation

Name of School Food Authority

### THE FOOD SERVICE MANAGEMENT COMPANY AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.

B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

### THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.



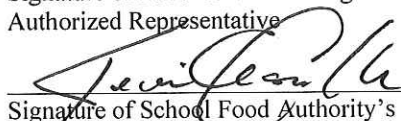
Signature of Food Service Management Company's  
Authorized Representative

Vice President

Title

5/23/14

Date



Signature of School Food Authority's  
Authorized Representative

Superintendent

Title

5/29/14

Date





## Indiana Department of Education

Glenda Ritz, NBCT  
Indiana Superintendent of Public Instruction

### Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-

#### Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 200.213 and 2 CFR Part 417. Copies of the regulations may be obtained by contacting the Indiana Department of Education.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **Aramark Educational Services, LLC**

Organization Name

#### **Brian Hicks, Vice President**

Names(s) and Title(s) of Authorized Representative(s) of the Vendor/FSMC

Brian C Hicks  
Signature(s)

5/23/18  
Date

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## CERTIFICATION REGARDING LOBBYING

### **Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Aramark Educational Services, LLC

1101 Market Street

Philadelphia, Pennsylvania 19107

Name/Address of Organization (FSMC)

Brian Hicks, Vice President

Name/Title of Submitting Official

Brian C Hicks  
Signature

5/23/18  
Date



**\*\*NOT APPLICABLE\*\***

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<b>1. Type of Federal Action:</b> _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> _____ a. bid/offer/ application b. initial award c. post-award	<b>3. Report Type:</b> _____ a. initial filing b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report _____
<b>4. Name and Address of Reporting Entity:</b> Prime  Subawardee  Tier, if known:  Congressional District, if known:	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Entity:</b> (last name, first name, MI)   <b>10. b. Individuals Performing Services</b> (including address if different from No. 10,a.)   (Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)		
<b>11. Amount of Payment</b> (check all that apply): \$ _____ Actual      \$ _____ Planned	<b>13. Type of payment</b> (check all that apply): ____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify: _____	
<b>12. Form of Payment</b> (check all that apply): ____ a. cash ____ b. in-kind; specify: Nature _____ Actual _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</b>   (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<b>15. Are Continuation Sheet(s) SF-LLL-A Attached:</b> Yes _____ (Number _____) No _____		
<b>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: <u>Brian C Hicks</u> Print Name: <u>Brian Hicks</u> Title: <u>Vice President</u> Telephone: <u>215-238-3000</u> Date: <u>5/23/18</u>	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET SF-LLL-A**

Reporting Entity: \_\_\_\_\_  
Page \_\_\_\_ of \_\_\_\_

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee; e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.