

AMENDMENT No. 1 TO AGREEMENT FOR FOOD SERVICES

This Amendment to Extension Agreement For Food Services (“Amendment”) is made and entered into between San José Unified School District (“District”) and Sodexo America, LLC. (“Contractor”) (collectively “Parties”; “Party” shall refer to Contractor and/or District).

RECITALS

- A. WHEREAS, Contractor and District entered into a written Extension Agreement for Food Services on or about May 23, 2024, identified as (“Agreement”):
- B. WHEREAS, The Agreement was based on per meal rates. This Amendment does not change the per meal rates but includes the Local Food for Schools funds provided by the U.S. Department of Agriculture and the School Food Best Practices funds provided by the State of California to the California Department of Education. The California Department of Education has allocated both fundings to the District to procure local, regional or California grown and produced food productions that are unprocessed or minimally processed for use in school meal programs; and
- C. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment,

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. The following shall be added to the Agreement:
 - Using the Local Food for Schools (“LFS”) funds of Forty-One Thousand Four Hundred Thirty-Six Dollars and Six Cents (\$41,436.06) provided by the California Department of Education for the 2024-2025 school year, Contractor agrees to procure food for the District, as further described in Attachment A attached hereto.
 - Using the School Food Best Practices Funds (“SFBP”) funds of One Hundred Sixty-Eight Thousand Dollars (\$168,000.00) provided by the California Department of Education for the 2024-2025 school year, Contractor agrees to procure food for the District, as further described in Attachment B attached hereto.
- 2. The maximum dollar amount listed in Section 3 of the Agreement, **Seven Million Two Hundred and Five Thousand Five Hundred and Eighty-Seven Dollars (\$7,205,587.00)** shall be replaced with **Seven Million Four Hundred and Fifteen Thousand Twenty-Three Dollars and Six Cents (\$7,415,023.06)**.
- 3. Attachment A and Attachment B attached hereto shall be added to the Agreement.
- 4. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“Board”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- 5. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have accepted, agreed, and executed this Amendment as of the date that is later of the two dates set forth below.

Dated:

Dated: 9/16/2024

SAN JOSÉ UNIFIED SCHOOL DISTRICT

SODEXO AMERICA, LLC.

By:

By:

Signed by:
Wendy Surak
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Name: Tracy Morrison

Name: Wendy Surak

Title: Director, Procurement

Title: Senior Vice President

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Attachment A
Local Food for Schools

The purpose of the Local Food for Schools (“LFS”) funds is to help address supply chain challenges and disruptions in school meal programs. This federal funding is designed to help increase local food purchases in schools and build and expand economic opportunity for local and regional, small and socially disadvantaged farmers & ranchers.

The Contractor shall continue to procure food for the District using the additional LFS funds and will comply with all program requirements for [Local Food for Schools](#) funding. The additional LFS funds shall not modify the per meal rates already allocated in this Agreement.

San José Unified School District plans to utilize the LFS funds as noted below:

- **Supplanting:** LFS funds will supplement (by increasing or expanding) but not duplicate, existing food procurement. This includes bringing back Harvest of the Month promotions to all school sites to offer fruits and vegetables not otherwise offered in our meal programs.
- The District will feature one or more fruits or vegetables in a Harvest of the Month format at all school sites.
- Items will be ordered with a one-week minimum lead time with Daylight Foods.
- There is a current contract with Daylight Foods that has been expanded to feature organic items that were cost prohibitive in the past.
- The following local, small and/or disadvantage farms will be featured, and may include additional local farms:
 - Coke Farms, Organic Food Hub for over 70 local organic growers
 - Duran Farms- BIPOC (Black, Indigenous and People of Color), berries, Watsonville
 - Kingsburg Orchard, Stone Fruit, Fresno
 - Frog Hollow, organic, Stone Fruit, Brentwood
 - Field Fresh, Organic Greens, kale, spinach, arugula, Salinas
 - Lakeside, organic green, kale, spinach, arugula, Salinas
 - Kandola Farms- BIPOC, Sweet potatoes, Livingston
 - Sherman Farms- BIPOC, Watermelon
 - Suprema, BIPOC, organic- lettuce, spring mix, kale, arugula, Watsonville
 - Jay Leaf, BIPOC, organic- lettuce, spring mix, Watsonville
 - Hodo Soy, BIPOC, Organic- tofu
- If all funds cannot be spent on Harvest of the month, sites may order these featured items for the regular menu offerings.
- Sites may order items from Daylights Foods on a weekly basis.
- Sites will continue to order until funds are expended no later than March 30, 2025

Attachment B
School Food Best Practices

The School Food Best Practices (SFBP) Funding allocation provides eligible local educational agencies (LEA) with state funds to implement any of the school food best practices stated in Assembly Bill (AB) 181 as part of serving reimbursable meals through the U.S. Department of Agriculture's (USDA) National School Lunch Program (NSLP) or School Breakfast Program (SBP).

The Contractor shall continue to procure food for the District using the additional SFBP funds and will comply with all program requirements for [School Food Best Practices](#) funding. The additional SFBP funds shall not modify the per meal rates already allocated in the Agreement.

Expenditures Overview

The SFBP funds are intended to supplement federal and state meal reimbursement. LEAs may not use these funds for costs incurred prior to date that the CDE posts the SFBP awards. Once award amounts are posted, LEAs may spend the SFBP funding on any of the following school food best practices, that they are currently implementing, or will increase or expand, as stated in the legislation as part of serving reimbursable meals through the NSLP or SBP:

- Procuring California-grown or produced, sustainably grown, whole or minimally processed foods to support equity in the procurement practices of local agencies;
- Using California-grown, whole or minimally processed foods in plant-based or restricted diet meals for pupils;
- Procuring plant-based or restricted diet meals for pupils in the procurement practices of LEAs, or
- Freshly preparing meals on site.

As required by the legislation, the CDE and California Department of Food and Agriculture have developed eligibility criteria for expenditures under each of these categories. Refer to the Definitions and Expenses Criteria tab under the Allowable Expenses and Unallowable Expenses subheadings for more information.