

**County School Board of York County  
and Sodexo Operations, LLC  
Contract Amendment 3  
Effective July 1, 2026**

THIS AMENDMENT TO THE FOOD SERVICE AGREEMENT ("Amendment 3") is made as of July 1, 2026, by The County School Board of York County, Virginia (the "School Food Authority" or "SFA") and Sodexo Operations, LLC ("FSMC") and (collectively, the "Parties").

WHEREAS, SFA and FSMC entered into an Agreement for services detailed in RFP 2025-001 on July 1, 2025, for FSMC's management of the SFA's food programs pursuant to the federal school nutrition program on all campuses of the SFA ("Agreement"); and

WHEREAS, the initial term of the Agreement was for one academic year, ending June 30, 2024; and

WHEREAS, the parties wish to renew the Agreement for the third renewal term of one academic year, ending on June 30, 2027. The entire Agreement is comprised of this amendment, Amendment 2 dated July 1, 2025, Amendment 1 dated July 1, 2024, the first-year contract, the RFP 2024-001 dated April 17, 2026, including all attachments, appendices, worksheets, etc., and the Proposal submitted by Sodexo America, LLC.; and

WHEREAS, the parties wish to agree upon the Administrative and Management fees to be in effect for the Amendment, based upon the Yearly Percentage Change in the Consumer Price Index, Food Away From Home ("CPI" 4%) for the preceding year, provided it has been satisfactorily established by the FSMC that there has been at least an equivalent increase in the amount of its cost of operation during the period of the contract. Price decreases are subject to implementation at any time and shall be immediately conveyed to the SFA.; and

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained the parties agree as follows:

1. The term of the Agreement shall be extended for an additional one (1) year term, from July 1, 2026, through June 30, 2027.
2. The Administrative Fee, set forth in the Agreement, shall be \$0.211 per meal served, as identified in attached Projected Operating Costs. This fee shall be adjusted annually on the first day of each renewal term at a rate equal to the Yearly Percentage Change in the Consumer Price Index, Food Away From Home ("CPI") for the preceding year.
3. The Management Fee, set forth in the Agreement, shall be \$0.06 per meal as identified in attached Projected Operating Costs.
4. FSMC guarantees the return to the SFA from the Food Service Program for the term of this Amendment will be \$272,186 as identified in attached Projected Operating Costs.

5. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect.

7. Attached to this Amendment 1 are the following forms and executed documents for 2026- 2027 term applicable to this Amendment:

- a. Projected Operating Costs, dated 03/26/2026;
- b. Disclosure of Lobbying Activities, dated 3/26/2026;
- c. Certification Regarding Lobbying, dated 3/26/2026;
- d. Certificate of Independent Price Determination, dated 3/26/2026;
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower tier Covered Transactions, dated 3/26/2026;
- f. Clean Air and Water Certificate, dated 3/26/2026;

IN WITNESS WHEREOF, the parties have caused this Amendment 3 to be executed by their duly authorized officers, intending to be bound thereby, and effective July 1, 2026.

**FSMC:**

Firm: Sodexo Operations, LLC

By: \_\_\_\_\_

Printed Name: Jennifer Strong

Title: Vice President

Date: \_\_\_\_\_

**SFA:**

SFA: The County School Board of  
York County, Virginia

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Projected Operating Costs

Foodservice Operation School Year 2026-2027

The undersigned respondent agrees to operate York County School Division school nutrition programs according to the terms of this RFP for the 2026-2027 school year.

This proposal is subject to all terms, conditions and specifications to be agreed upon in the SCHOOL FOOD PROGRAM MANAGEMENT SERVICES CONTRACT (hereinafter "contract") negotiated subsequent to the RFP.

Item	Cost
Management Fee	\$.060 per meal
General Administrative Charge	\$.211 per meal
Projected Annual Rebate Credit	\$365,000
Projected Program Profit/(Loss)	\$272,186

Projected total number of meals served in year: 1,572,821

In consideration for the award of the contract, we, the undersigned respondent, guarantee that York County School Division, School Division's Foodservice Program revenue will exceed its expenses including, but not limited to, the payment of all direct costs, general administrative changes and management fees by not less than the following amount: \$272,186. The SFA will also be entitled to any revenue in excess of the guaranteed amount.

This guarantee includes the contingency that up 4 of the required minimum 180 school days may be cancelled as a result of severe weather or for other reasons beyond the control of the local school board.

It is understood and agreed that if the guaranteed revenue is not achieved, respondent agrees to reduce its Management Fee and Administrative Charges, if necessary, to produce the revenue guaranteed to the local school board.

**COMPANY NAME:** Sodexo Operations, LLC

**COMPANY ADDRESS:** 915 Meeting Street, North Bethesda, MD 20852

**NAME OF COMPANY REPRESENTATIVE:** Jennifer Strong, Vice President

**SIGNATURE:**

\_\_\_\_\_  
DATE: 03/26/2026

TELEPHONE:

EXPENSES THAT SFA IS CONTRACTING FOR AND CHARGING TO THE  
FOODSERVICE ACCOUNT

**To be completed by respondent FSMC**

<b>EXPENSES</b>	<b>TOTAL COST</b>	<b>COST PER MEAL</b>
Food Cost – Including Commodities	\$2,355,403	\$1.49
Commodity Delivery Charge	\$0	\$
Labor Cost	\$1,790,215	\$1.14
Fringe Benefits	\$263,539	\$.17
On-Site Manager Salary and Benefits	\$127,850	\$.08
Garbage (only if the FSMC is responsible for trash removal), Repairs, etc.	\$0	\$0
Non-Food (Paper Products, Supplies, etc.)	\$343,614	\$.21
Special Functions:	\$	-
Special Functions: Food, Labor and Supplies	\$	\$
Special Functions: FSMC Administrative Cost	\$	\$
Breakdown of FSMC Administrative Cost:	-	-
Corporate and Regional Overhead Costs	\$	\$
Purchase Administration	\$	\$
Safety/Human Resources	\$	\$
Total FSMC Administrative Costs	\$331,865	\$.211

<b>EXPENSES</b>	<b>TOTAL COST</b>	<b>COST PER MEAL</b>
FSMC Management Fee	\$94,369	\$.06
Other Direct Costs:	-	-
Insurance, Amortization, Systems Supports, Taxes & Licenses	\$72240	\$.04
<b>Subtotal Expenses</b>	<b>\$5,379,095</b>	<b>\$3.42</b>
Less Commodity Usage at \$0.2325Per Reimbursable Lunch (will change annually)	\$	\$
<b>TOTAL EXPENSES</b>	<b>\$5,379,095</b>	\$
<b>SUMMARY</b>	\$	\$
Total Revenue	<b>\$5,651,281</b>	\$3.59
Total Expenses	<b>\$5,379,095</b>	\$3.42
<b>PROFIT OR (LOSS)</b>	<b>\$272,186</b>	<b>\$.17</b>

<b>Cafeteria Sales</b>	<b>Amount</b>	<b>School</b>	<b>Cash Rate</b>	<b>Anticipated Cash</b>
Full Priced Lunch		Primary School	\$=	\$
Full Priced Lunch	314,237	Elementary School	\$=2.95	\$926,999.15
Full Priced Lunch	122,695	Middle School	\$=3.05	\$347,219.75
Full Priced Lunch	122,694	High School	\$=3.05	\$347,219.75
Reduced-Price Lunch	85352	Divisionwide	\$=.40	\$34,140.80
<b>Subtotal:</b>				<b>1,655,579.45</b>
Student a la Carte	-	Divisionwide	\$1.50	\$819,300
Adult Lunches	2500	Divisionwide	\$3.90	\$9,750
<b>Subtotal:</b>		-	-	<b>\$829,050.00</b>
Catering		-	\$1.00	\$95,355.18
Vending Rebates		-		\$0
Other Revenue – State reimbursements lunch & breakfast		-		\$
<b>Subtotal:</b>				<b>\$95,355.18</b>
Full Priced Breakfast	-	Primary School	\$=	\$
Full Priced Breakfast	106,487	Elementary School	\$=1.85	\$197,000.95
Full Priced Breakfast	77,818	Middle School	\$=1.95	\$151,745.10
Full Priced Breakfast	20,572	High School	\$=1.95	\$40,115.40
Adult Breakfast	0	Divisionwide	-\$2.35	
Reduced Priced Breakfast	51218	Divisionwide	-.30	\$15,365.40
<b>Subtotal:</b>				<b>404,226.85</b>
<b>Subtotal Cash Sales:</b>		-	-	<b>\$2,984,211.48</b>

<b>Anticipated Federal Reimbursement</b>	<b>Amount</b>	<b>School</b>	<b>Reimbursement Rate</b>	<b>Anticipated Reimbursement</b>
Reduced Breakfast	51218	Divisionwide	\$2.16	\$110,630.88
Free Breakfast	178577	Divisionwide	\$2.46	\$439,299.42
Paid Breakfast	204,877	Divisionwide	\$ .40	\$81,950.80
Paid Lunch	559626	Divisionwide	\$ .53	\$296,601.78
Reduced Lunch	85352	Divisionwide	\$4.29	366,160.08
Free Lunch	292624	Divisionwide	\$4.69	1,372,406.56
<b>Subtotal Reimbursement</b>		-	-	<b>\$2,667,049.52</b>
<b>Total Revenue</b>		-	-	<b>\$5,651,281</b>