

**AMENDMENT TO AGREEMENT BETWEEN THE
BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY
AND
MAEF PUBLIC CHARTER SCHOOLS, INC.
(ACCEL Day and Evening Academy)**

This Amendment (“Amendment”) is entered into by and between MAEF Public Charter Schools, Inc. (“CONTRACTOR”) and the Board of School Commissioners of Mobile County (“BOARD”), to be effective from and after the last date of execution by a party hereto, and modifies the previously executed Agreement entered into by and between the parties on or about August 21, 2018 (the “Agreement”), to-wit:

WHEREAS, the Agreement was entered into by the parties for the purpose of the BOARD supplying meals to CONTRACTOR for children attending CONTRACTOR’s ACCEL Day and Evening Academy, subject to the provisions and rates therein described; and

WHEREAS, the parties now wish to amend certain provisions the Agreement to reflect the current understanding between them;

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and obligations set forth below, and the consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Board and Contractor do hereby amend the Agreement as follows:

1. The 2nd paragraph of Section 1 of the Specific Provisions section of the Agreement is amended to read as follows:

The BOARD will ensure that the meals are composed of nutritious foods and meet USDA meal pattern and quality requirements, as specified in the National School Lunch Program regulations. A copy of these regulations, 7 CFR Part 210, will be available upon request from the State Department of Education, Child Nutrition Program.

2. The following language is added to Section 5 of the Specific Provisions section of the Agreement:

Nutrient Analysis and menu components contribution of meals served to be in compliance with USDA guidelines.

3. The following additional language and provisions are added to and incorporated into the Agreement:

a. Board shall comply with the (buy American) provision for contracts that involve the purchase of food as per USDA Regulation 7 CFR Part 250.

b. CONTRACTOR will be responsible for meal counting and claiming procedures and filing of monthly claims for reimbursement. BOARD will not be responsible for meal counting and claiming procedures or filing of monthly claims for reimbursement and will

not be responsible for an over-claim or an under-claim due to the determining official's incorrect classification of a free and reduced price meal application.

c. Upon CONTRACTOR's request, BOARD may provide catered events at times and prices to be mutually agreed upon by CONTRACTOR and BOARD's Food Service Director, provided such prices shall not be less than BOARD's actual cost per meal. Catered events will include any meal function that is not associated with the CONTRACTOR's nonprofit food service program such as banquets, luncheons, breakfasts or other special meal functions. At the time the catered event is requested, a firm price per meal shall be confirmed in writing as set forth herein.

d. BOARD shall supply special diets to any students with disabilities as required for medical reasons when prescribed and approved in writing by a medical doctor for or by a recognized medical authority for non-disabled students. BOARD shall make substitutions in the food components of the meal pattern for disabled students whose disability restricts their diet and those non-disabled students who are unable to consume regular meals because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, United States Department of Agriculture. A record of special diets planned and served daily shall be maintained as required.

e. USDA Nondiscrimination Statement. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://secure-web.cisco.com/1Zy9eVMvUsLhLdjmaztIIygJhhbOK7liaU3Pe6V5RkAxuxQODPb8VoEjBoc0fkaEUzgi9OLxw6iYZCoItk1EbDB6Fgxhfch585gNsEfAJarr_TQ7-yDi6WmERUQ3QbGXZTImegC-neHA0gh0smuzvRwDPSSLJvdyJAWKgS4acW1-9WGoYTzCO7R5wETRMnfpIpHE5Xaly9gYL57-k1L2R3o6v1iSLAPM2jtzPuzAJRhBMg3r9ZB6Cap2bqKQKLhG2ZXFLrUKeW2sEViB7Z09Fp8xY6DDmCuuKZsmaCCTgP9cn9C0kQy6xks5al2Tx9ec/http%3A%2F%2Fwww.a scr.usda.gov%2Fcomplaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To

request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
email: program.intake@usda.gov

This institution is an equal opportunity provider.

f. BOARD shall comply with all regulations governing the uses of USDA donated foods as prescribed in 7 CFR 250; shall record and report the value of USDA donated foods to be used in crediting, or the actual values assigned, using the format and requirements prescribed by the Alabama Department of Education.

BOARD shall utilize the maximum amount of USDA donated foods to the benefit of the nonprofit Child Nutrition program. BOARD must respond to USDA food orders, as necessary, to take full advantage of the USDA donated foods offered and shall ensure that all donated foods received for use in the non-profit Child Nutrition Program, for the period specified in the Agreement between the CONTRACTOR and the Alabama State Department of Education are used within the period specified by the CONTRACTOR as either the school year or fiscal year.

BOARD shall report the value of donated foods to the CONTRACTOR on a monthly basis. The donated food values are to be based on the values as reported by the Alabama State Department of Education at the time the CONTRACTOR receives the commodities. No value or benefit of donated foods shall accrue in any manner to the BOARD.

BOARD will ensure that all USDA donated foods received by the CONTRACTOR and made available to the BOARD accrue only to the benefit of the CONTRACTOR's non-profit Child Nutrition Program and are fully utilized therein.

The BOARD shall be accountable for the full value of the donated foods, including both entitlement and bonus items, issued to the CONTRACTOR by the Food Distribution Division of the Alabama State Department of Education and shall be responsible for overseeing the process of planning, ordering, receiving, storing, inventorying, tracking, and utilization of USDA donated foods.

4. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect, unchanged and unaffected by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives who sign below.

MAEF PUBLIC CHARTER
SCHOOLS, INC.

BOARD OF SCHOOL COMMISSIONERS
OF MOBILE COUNTY

BY: _____

Print Name: _____

As Its _____

Date: _____

BY: _____

CHRESAL D. THREADGILL

As Its Superintendent of Schools

Date: _____