



2400 Market Street  
Philadelphia, PA 19103

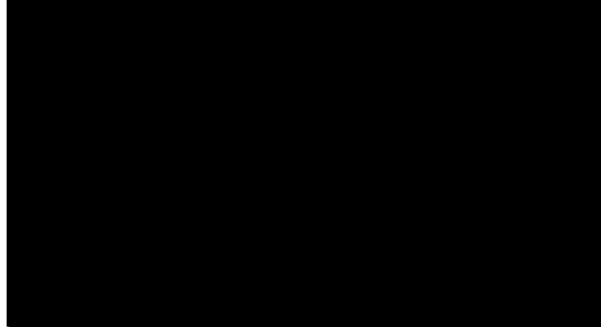
September 29, 2020

Pete Heilgeist  
Chief Procurement Officer, Director of Business Services  
Western Washington University  
P.O. Box 29420  
Bellingham, WA 98228-1420

Dear Mr. Heilgeist:

This letter ("Letter Amendment") shall confirm the understanding between you and our representatives that effective September 1, 2020, the Food Services Management Agreement between **WESTERN WASHINGTON UNIVERSITY** ("University") and **ARAMARK EDUCATIONAL SERVICES, LLC** ("Aramark"), dated June 28, 2011, as amended (the "Agreement"), shall be further amended as follows:

1. **Term.** The term of the Agreement is hereby extended for an additional two-year period, commencing on the Effective Date and extending through August 31, 2023, unless otherwise terminated as provided elsewhere in the Agreement.
2. **Catering.** The parties agree Aramark shall provide an in-kind catering fund for the 2020-2021, 2021-2022 and 2022-2023 Operating Years as follows:



3. **Commissions.** The parties hereby agree to the following terms relating to commissions for the 2020-2021, 2021-2022 and 2022-2023 Operating Years:

- a. For the 2020-2021 Operating Year only, Aramark shall pay a fixed amount of Commissions, totaling One Million Dollars (\$1,000,000) according to the following payment schedule:

<u>Oct 2020</u>	<u>Nov 2020</u>	<u>Dec 2020</u>	<u>Jan 2021</u>	<u>Feb 2021</u>	<u>Mar 2021</u>	<u>Apr 2021</u>	<u>May 2021</u>	<u>Jun 2021</u>	<u>Total</u> <u>2020-2021</u>
\$144,328	\$137,350	\$64,650	\$98,383	\$123,136	\$116,239	\$117,015	\$118,134	\$80,766	\$1,000,000

For the 2020-2021 Operating Year only, Aramark shall pay a commission rate of 5.75% on every mandatory meal plan sold above the Meal Plan Threshold of 1,477.

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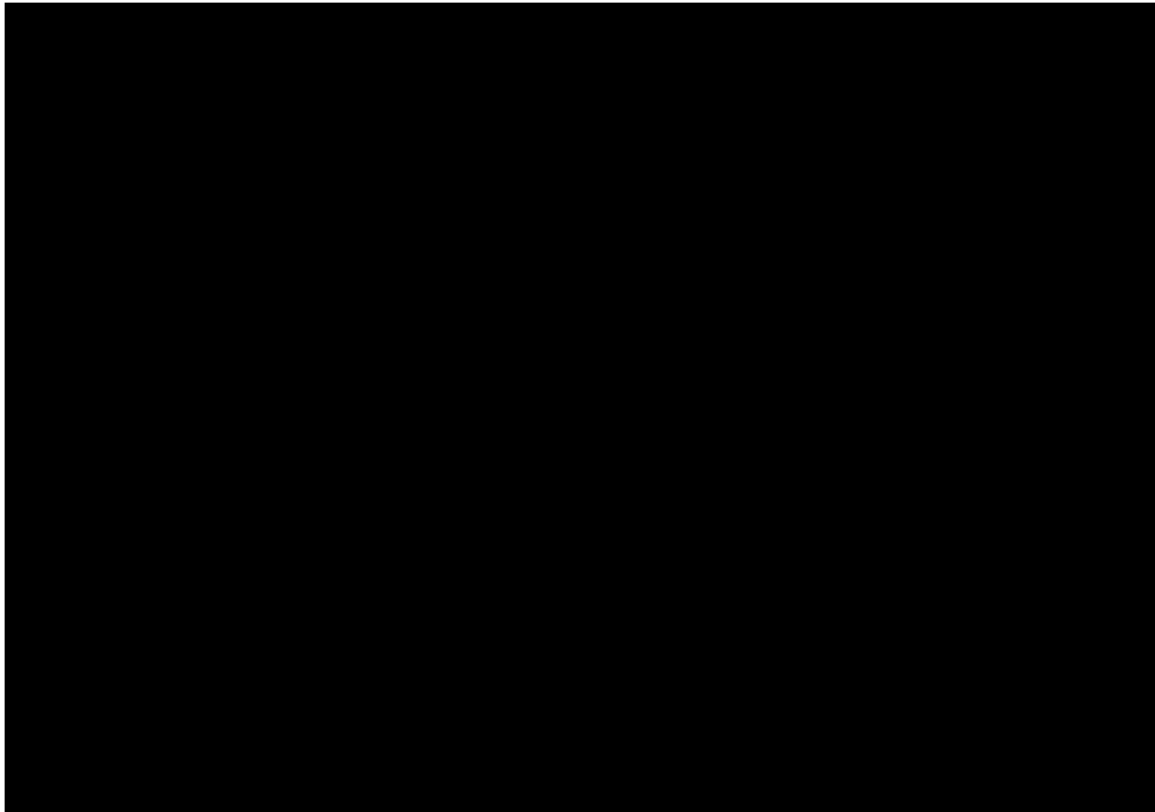
b. For the 2021-2022 and 2022-2023 Operating Years, the parties agree to the following terms:

<u>Operating Year</u>	<u>Guaranteed Commissions</u>	<u>Commission Rates (% of Gross Sales)*</u>	<u>Meal Plan Threshold</u>
2021-2022	\$1,750,000	16.00%	1,842
2022-2023	\$1,900,000	16.00%	2,046

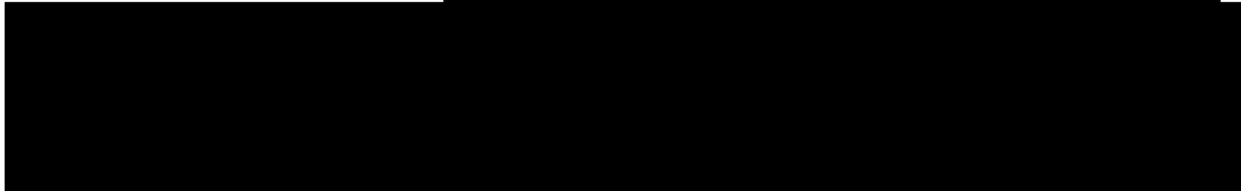
\*Referenced rate is for Residential Dining Board Sales

c. All other terms of Section 4.5 "Commissions" shall apply to the above, as applicable.

4. **Financial Commitments.**

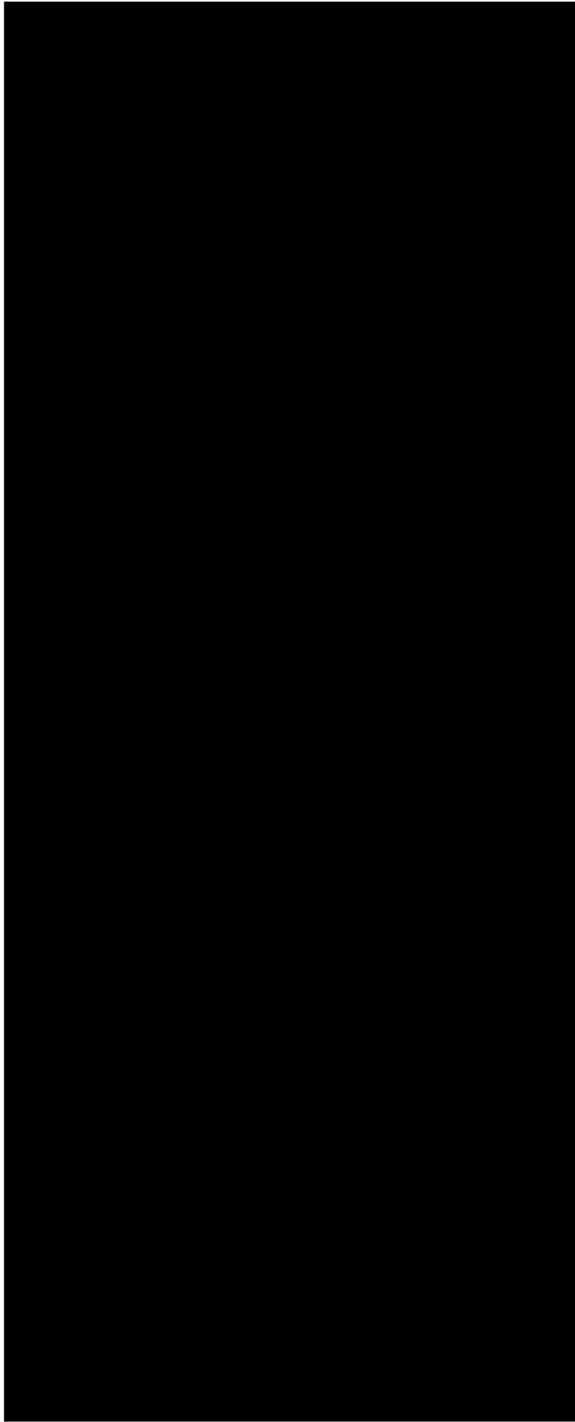


5. **Termination Cost Schedule**



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6. **FERPA.** A new Section 5.23 shall be added to the Agreement and shall read in its entirety as follows:

**"5.23 FERPA.**

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This Agreement involves the potential sharing of student educational records. The Family Educational Rights and Privacy Act (FERPA) affords students certain privacy rights with respect to their educational records. The University and Aramark shall comply with the requirements of FERPA, as applicable, and shall only disclose student educational records to the extent authorized by FERPA.

Each party will notify the other party as soon as practicable should a breach occur resulting in an actual or reasonably suspected theft, loss or unauthorized disclosure of student educational records pursuant to the activities of this Agreement.”

7. **Diversity Equity and Inclusion.** Aramark submits the following statement in response to Western Washington University’s Strategic Plan and Supplier Diversity Inclusion Plan, which shall become a part of the Agreement:

*Aramark enthusiastically agrees to submit our plan in support of WWU’s strategic objectives for Diversity, Equity and Inclusion. Our values are aligned on this key initiative and we are excited to work collaboratively with WWU leadership, campus constituents and the surrounding community to achieve measurable and sustained impact in support of Diversity, Equity and Inclusion. During our tenure at WWU, Aramark has supported initiatives to drive local purchasing and farmer advocacy, local partnerships and focused on student employment and our efforts surrounding food insecurity as measurable ways to contribute to the broader community. We are committed to expanding our alignment and collaboratively drafting a plan that focuses on Western Washington University DEI initiatives and make a measurable difference in our shared DEI objectives. Our plan will include our recommended cadence for leadership engagement and evaluation of plan achievements, create an on-going dialogue with students and the broad campus community on DEI focused priorities, co-create meaningful initiatives, next steps and measurement criteria. Together, we can make a difference within the WWU campus, Bellingham and beyond. We are grateful to be invited to share in this work together.*

8. **COVID-19 Pandemic Impact.** University and Aramark acknowledge the ongoing COVID-19 pandemic may prevent Aramark from providing the Campus Food Service Program as described in the Agreement or could result in additional adverse impacts to the operating environment (e.g., a full or partial shutdown of University’s campus). In that event, University and Aramark shall discuss mutually agreeable adjustments to the Campus Food Service Program to offset such impacts, including, but not limited to, further adjustments to meal plan rates or conversion to a fee-based pricing model.

9. **Integration.** In all other respects, the Agreement shall remain unmodified and in full force and effect. This Letter Amendment is hereby attached to, and made part of, the Agreement.

[Signatures Follow]

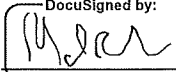
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If the foregoing is in accordance with your understanding, please sign and date this Letter Amendment. Thereafter, please retain one copy and return a copy of this Letter Amendment at your convenience.

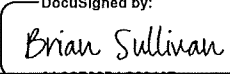
Very truly yours,

**ARAMARK EDUCATIONAL SERVICES, LLC**

DocuSigned by:  
By:   
F8D654C2EF504E8...  
Mark Adams  
Senior Vice President

The above is accepted and agreed to this \_\_\_\_ day of 10/15/2020 | 1:05 PM PDT, 2020.

**WESTERN WASHINGTON UNIVERSITY**

DocuSigned by:  
By:   
6AC2F02DAC30487...  
Name: Rich Van Den Hul  
Title: Vice President for Business and Financial Affairs

