

## AMENDMENT NUMBER SIX

THIS AMENDMENT NUMBER SIX, effective July 1, 2022, is between the **Madison Board Of Education ("SFA")** and **Compass Group USA, Inc. by and through its Chartwells Division ("FSMC")**.

WHEREAS, the SFA and FSMC are parties to a certain agreement, dated July 1, 2016, and as amended by Amendment Number One effective July 1, 2017, by Amendment Number Two effective July 1, 2018, by Amendment Number Three effective July 1, 2019, by Amendment Number Four effective July 1, 2020, and Amendment Number Five effective July 1, 2021 (collectively, the "Agreement") whereby Chartwells manages the SFA's food service operation and facilities; and

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 1.3 is hereby amended to add the following: The parties hereby agree to renew and extend the term of this Agreement through June 30, 2023.
2. The first sentence of Section 6.1(D) is hereby deleted and replaced with the following: "FSMC's administrative fee shall be \$9,001.93 per month for ten (10) months from September to June. All services provided by the FSMC in accordance with this fee shall remain unchanged."
3. Section 6.3 is hereby deleted and replaced with the following:

Guaranteed Subsidy. The FSMC guarantees that the bottom line of the operational financial report (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) for the 2022-2023 school year will reflect a loss no greater than \$60,000.00. If the actual bottom line (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) is greater than this amount, the FSMC will reduce its fee by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed Chartwells' combined Management and Administrative Fees. The Guaranteed Subsidy and the FSMC's reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Subsidy to the SFA shall be reduced to account for increased cost or loss of revenue by FSMC if the following conditions does not remain in effect during the entire school year:

### CONDITIONS:

- Student enrollment shall be not less than 2,100 including kindergarten and annual serving days for such students of at least: 175 Elementary School days, 175 Middle School days, and 170 High School
- No changes in legislation or regulation (e.g., minimum wages, fringe and benefits, taxes, unionization, etc.) that would impact cost of FSMC to provide the services.
- No strikes, work stoppages or school closings, and all make-up days due to inclement weather shall have at least equal sales revenue as a normal day of operation.
- Service hours, service requirements, type and number of facilities selling food and/or beverages on SFA premises remain constant throughout the school year. SFA shall limit the expansion of competitive food sales.

- Any capital commitments are utilized as proposed.
  - The agreed selling prices of base meals will be \$3.75 for elementary schools (grades K-3), \$4.00 for lower middle (grades 4&5), \$4.00 for upper middle school (grades 6-8), \$4.00 for high school (grades 9-12).
  - Other Meal and a la carte offerings shall be sold at prices controlled by the SFA
  - The total labor costs for hourly employees of the SFA will not exceed \$475,000 including but not limited to hourly wages, stipends for longevity, cashiering, qualified food handler, and manager, as well as substitute hours, and payroll taxes.
  - The SFA will make every effort to prioritize Chartwells as their primary catering provider.
4. Confirmation and Integration. Except as expressly amended by this Amendment, the parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the parties and their predecessors in connection therewith.
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.
6. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers, all done the day and year first above written.

Madison Board of Education, CT

COMPASS GROUP USA, INC., BY AND THROUGH ITS  
CHARTWELLS DIVISION

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

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

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

Name: Belinda Oakley

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

Title: CEO, Chartwells K12

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

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