



Complete and submit this form, along with any supplemental documentation, to the Office of the President by 5:00pm on the seventh day prior to the Board meeting.

Date of Board Meeting: March 29, 2022

Subject:

Approve the recommended increase from Great Western Dining to the student's cafeteria board plan from \$12.04 to \$12.76 per day beginning with the Fall of 2022.

Recommendation:

Approve the recommended increase from Great Western Dining to the student's cafeteria board plan from \$12.04 to \$12.76 per day beginning with the Fall of 2022.

Background and Rationale:

The College contracts with a food service company to provide food preparation and service for our cafeteria and board students. This agreement is reviewed each January for adjustments. Great Western Dining has requested a 6% increase based on the increased cost of food away from home as calculated by the Department of Agriculture which is allowed in the original agreement.

Cost and Budgetary Support: \$340,000.00

Auxiliary Fund Budget for 2022 - 2023

Strategic Priority Alignment:

☐ Student Success

☐ Community Impact

☒ Resource Optimization

☐ Institutional Excellence

Resource Person(s):

Bryce D. Kocian, Vice President of Administrative Services

Gus Wessels Jr., Dean of Business Services

Philip Wuthrich, Director of Purchasing

Signatures:



Originator



Cabinet-Level Supervisor

3-21-22

Date

03/22/2022

Date

President's Approval:



President

3-22-22

Date



Great Western Dining Service, Inc.

DINING SERVICE AGREEMENT

"EXHIBIT A"

LOCATION: Wharton County Junior College
Hutchins Building Cafeteria
911 Boling Highway
Wharton, Texas 77488

COMMENCEMENT DATE: August 1, 2022

TERM OF CONTRACT: An open-ended contract commencing August 1, 2018 and continuing from year to year thereafter for the maximum allowable term as proscribed by law, unless terminated by either party as hereinafter provided. GWD and WCJC shall mutually agree on the terms for contract renewal. Either party may terminate the contract in any year by providing 120-days written notice to the other party as provided in the Food Service Agreement.

PURPOSE OF EXHIBIT A: Exhibit A sets forth the terms and conditions upon which WCJC retains GWD to manage and operate the Food Service for WCJC's students, faculty, staff, employees, visitors and invited guests. In addition, GWD's Proposal ("Proposal") submitted to WCJC and Wharton County's RFP is incorporated herein by reference. In the event there is a discrepancy between this Agreement, the RFP and the Proposal, the following order of precedence shall prevail: (1) this Agreement, (2) the Proposal, (3) RFP.

FEDERAL MANDATORY INCREASES: In the event legislation or government intervention makes law any increases in minimum hourly rates or mandatory fringe benefits after the first year of this Agreement, GWD will pass these on to the WCJC commensurate with the effective date decreed at cost.

SPECIAL PROVISIONS:

Return to the College

The following commissions on Net Sales will be given to the College by GWD:

Non-Campus Sponsored Catering	10-percent (10%)
Guest Line Sales in the Cafeteria	5-percent (5%)



Great Western Dining Service, Inc.

Courtesy Meal Service

For the purpose of assisting GWD in providing a quality meal program, there will be no charge for meals for the following Wharton County Administrative personnel:

1. President
2. Vice President of Administrative Services
3. Dean of Financial and Business Services

Any designated guests of any of the above would also be entitled to courtesy meal service as well as visiting individuals with equivalent positions from other institutions.

Presidential Catering Fund

GWD shall provide to the President of WCJC a fund of **\$3,000** to be used for catering services at the President's discretion.

Meal Plan Options

18-Meal Plan

10-Meal Faculty/Staff/Commuter Punch Card

The **18-Meal Plan** consists of breakfast, lunch, and dinner served Monday-Friday, with lunch and dinner being offered on Saturday and brunch offered on Sunday. Students may make any food choices they desire in the Cafeteria with unlimited servings.

The **10-Meal Commuter/Faculty/Staff Punch Card** may be used for any meal with unlimited servings except for premium meals (premium meals are special meals held once a month, commonly referred to as "steak night" and defined as: an eight-ounce steak, breaded shrimp, prime rib, game hen, half a chicken, triple bacon cheeseburgers, 8" deep pan pizzas or salmon steaks), and offers a discount from the Casual Meal Rate.

Meal Plan Rates

Rates are based upon a sliding scale that varies the cost based on the number of resident students so that as Wharton County grows, the increase in residents on meal plans are reflected in lower rates to the College and a guarantee of **232** full service days.

<i>146—Above</i>	<i>\$10.85</i>
<i>131—145</i>	<i>\$11.35</i>
<i>116—130</i>	<i>\$11.95</i>
<i>100—115</i>	<i>\$12.76</i>
<i>99—Below</i>	<i>To Be Negotiated</i>

Commuter/Faculty/Staff 10-Meal Punch Card

<i>Card Price</i>	<i>\$64.02</i>
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Great Western Dining Service, Inc.

Guest Meal Rates

<i>Breakfast</i>	\$5.08
<i>Lunch</i>	\$7.93
<i>Dinner</i>	\$7.93
<i>Special Events</i>	\$8.49

Prices do not include applicable state sales tax.

Admissions Meals

When prospective students visit the College during Orientation or campus tours, a special rate of \$5.37 per meal will be offered. Arrangements for meal tickets and billing would need to be made prior to the visiting students' arrival by the Admissions Office with GWD's Food Service Director.

Summer Session/Camps & Conferences Rates

Great Western will make a charge of **FIFTEEN DOLLARS (\$16.96)** per day per camper for each day of Sports Camps and Band Pre-school Camp. Sports camp meal service will consist of Breakfast (**\$4.52**), Lunch (**\$5.66**) and Dinner (**\$6.78**).

Hours of Operation

GWD shall maintain hours of operation as determined by the Vice President of Administrative Services and hours will not be less than 7:30 AM to 1:30 PM for the Snack Bar for the first semester. At the end of the semester, hours for the Snack Bar will be analyzed and any changes will be mutually agreed upon by GWD and WCJC.

The main cafeteria is expected to be open at least 1 1/2 hours for breakfast, 2 hours at lunch, and 1 1/2 hours at dinner. The exact times should be mutually agreed upon after reviewing class schedules.

Additional Provisions

Continuous Monitoring:

As we work to develop and enhance your dining program, we will continually assess and analyze your campus climate so that all campus market segments' needs for dining are met. We will also continually develop and adjust our menus so that we find the optimal mix of traditional, International, vegetarian and contemporary resident dining offerings, monitoring trends and introducing new ideas, and continually evaluating what works for your campus population.



Great Western Dining Service, Inc.

Background Checks

Great Western Dining will provide the College with criminal background checks and will consult with the College prior to hiring anyone with a criminal history.

Guarantee of Service Days:

Meal plan rates are based on a minimum of 232 full service days.

Advance Board Bill:

GWD will submit an invoice of one (1) month average anticipated board cost to WCJC by July 1 of the corresponding year. WCJC will need to pay this invoice by August 1. The advance board bill will begin to be credited back to the College in May each year.

Guarantee of Rates and Fees:

All rates and fees proposed to WCJC and any other financial arrangements related to the dining service operation and contained in this proposal will be maintained and guaranteed by GWD for a period of TWELVE (12) FULL MONTHS from the date GWD commences operations.

Subsequent years' board rates shall be negotiated with the College and shall not increase by more than the Consumer Price Index "Food Away From Home," for all urban consumers.

If the guaranteed number of days set forth in Exhibit A are not achieved during any particular semester due to the President of the United States, Governor of the State of Texas, or Local Health Department declaring a medical necessity to close our dormitories the College shall pay GWD an amount equal to the food and beverage costs already purchased by GWD to provide services. The amount when added to previous invoices for cafeteria services shall not exceed the guarantee for the semester of \$140,000.00.

In addition, should the College not be able to achieve the guaranteed number of days set forth in Exhibit A for any other reason than that listed above, the College agrees to also reimburse GWD the documented amount of the Cafeteria Manager's salary & benefits for the remainder of the semester.



Great Western Dining Service, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**WHARTON COUNTY
JUNIOR COLLEGE:**

**GREAT WESTERN DINING
SERVICE, INC.:**

By: _____

By: _____

Name: _____

Name: John Nilges

Title: _____

Title: President