

CONTRACT EXTENSION (#1)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

Pages

Renewal (Extension Number)

4

Agreement Number (Base year)

Fund 13-2019-20 1

1. This Extension Agreement is entered into between the School Food Authority and Contractor named below:

SCHOOL FOOD AUTHORITY'S NAME

Wiseburn Unified School District

FOOD SERVICE MANAGEMENT COMPANY'S NAME

Compass Group USA, Inc., by and through its Chartwells Division

2. Base year contract term: Effective date: **July 1, 2019** Expiration date: **June 30, 2020**
Extension year: Effective date: **July 1, 2023** Expiration date: **June 30, 2024**

3. The maximum dollar amount of this contract is equal to the fixed cost per meal multiplied by the number of meals:
\$756,740.16 (maximum dollar amount)

4. Page 8, Section II(B), Contract Cost Adjustment, is amended to add the following:

"Notwithstanding the foregoing, the fixed cost per meal rate is based on existing conditions as of the date the parties execute this contract extension. In the event of any Federal, State, or Local minimum wage increase during the term of this contract, or during any renewal thereof, the fixed cost per meal rate shall be adjusted to reflect additional labor costs incurred by the FSMC."

5. Addendum, Section 6, Guarantee Break-Even. This Section is deleted in its entirety and replaced with the following:

Guaranteed Return. The FSMC guarantees a return of \$10,000.00 to the SFA for the 2022-2023 school year from the food service program (exclusive of cost of equipment repairs, maintenance, replacements, and smallwares). If the annual operating statement shows a profit less than \$10,000.00, 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 \$10,000.00. The Guaranteed Return and the FSMC's reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Return to the SFA shall be reduced to account for increased cost or loss of revenue by FSMC if the following conditions are not met during the school year:

CONDITIONS:

- The continuing accuracy of information provided by the SFA in the RFP, including value of USDA foods; cash and/or reimbursement levels from State and Federal sponsors; the number of students eligible for free and reduced price meals; and selling price of menu pattern meals and a la carte prices.
- Student enrollment of at least 2,190 and annual serving days for such students of at least 180.
- 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.
- SFA direct expenses will not exceed \$0.00, labor costs will not exceed \$0.00, equipment maintenance and repair costs will not exceed \$0.00, and annual POS system service and maintenance fees will not exceed \$0.00.
- Any capital commitments are utilized as proposed.
- There will be no bad debts, including losses from uncollectible accounts.
- All students will attend classes in-person on school grounds for the 2022-2023. No virtual learning.



6. The parties mutually agree to this extension as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: **(Note: This section is used to indicate the current cost per meal. Please include your cost per meal table.)**

Cost Per Meal

Note: Prices must **not** include values of USDA Foods, and must include all meal programs.

LINE ITEM	UNIT*	RATE	TOTAL
Breakfast	90,000	\$2.3887	\$214,983.00
Lunch	225,000	\$2.3887	\$537,457.50
Non-reimbursable Meals	1,800	\$2.3887	\$4,299.66
Total	316,800		\$756,740.16

Units provided by SFA

FOOD SERVICE MANAGEMENT COMPANY	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Compass Group USA, Inc., by and through its Chartwells Division	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Shaffer, Chief Executive Officer	
ADDRESS 2 International Drive, Rye Brook, NY 10573	
SCHOOL FOOD AUTHORITY	
SCHOOL FOOD AUTHORITY NAME Wiseburn Unified School District	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Jason Hasty, Chief Business Official	
ADDRESS 201 N. Douglas St., El Segundo, CA 90245-4637	

INSTRUCTIONS FOR USE:

1. Enter renewal number (also known as extension number). The contract can only be extended four times. Indicate the extension by entering 1 for year 1 of the extension from the base year or 2, 3 or 4.
2. Enter agreement number. Every agreement (contract) should have a number assigned to identify that contract. If there is not an agreement number, identify the contract by the year of the contract also known as base year.
3. Item 1: Enter the contractor's and the school food authority's name.
4. Item 2: Enter the base year terms and the current extension terms. The term is the effective and expiration dates.
5. Item 3: Enter the maximum dollar amount.
6. Item 4: Indicate **the current cost per meal**. Include the cost per meal table.
7. The contractor's and school food authority's authorized signer should be identified, and signatures provided.