

Muncie Community Schools

2500 N. ELGIN STREET • MUNCIE, IN 47303- 2241

Prepare Now - Anticipate the Future

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May 16, 2018

Courtney Schaafsma
Distressed Unit Appeal Board
100 North Senate, N-1058 B
Indianapolis, IN 46204

Dear Ms. Schaafsma:

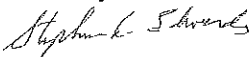
It is requested the Distressed Unit Appeal Board (DUAB) approve the proposed annual contract renewal between the Compass Group USA, Inc., by and through its Chartwells Division (Chartwells), and the Muncie Community Schools (MCS) for student food services for the 2018-2019 program year, July 1, 2018, through June 30, 2019.

The total estimated dollar increase Chartwells is proposing is \$41,183 or slightly above 3%. The proposed increase for labor is \$37,203 (3.08%) and for administrative and management fees, \$3,980 (2.8%).

MCS first entered into a contract with Chartwells on March 21, 2016, for the period of March 21, 2016 through June 30, 2016, with the understanding that by mutual agreement the contract could be renewed for up to four (4) successive one (1) year renewals. From March 21, 2016, through June of 2017, MCS did not experience a positive cash flow in its food services program due to prior unpaid invoices and debt. For the current school year to-date, the cash flow and inventory margin is \$381,049. The MCS Cafeteria Fund is much healthier than it has been in some time and the projected return for MCS during the approaching program year is \$443,954.

The proposed contract is based on the projected serving of 995,000 student meals. The contract costs and revenue will vary based on the number of student meals served. The administrative and management fee proposed is \$0.146 per meal. The total cost of the contract will be \$2,761,198.

Sincerely,



Stephen L. Edwards
Emergency Manager
Muncie Community Schools

Attachments: March 14, 2018, Memorandum RE: Muncie Community Schools-Food Service
Management Company Renewal
May 9, 2018, Muncie Community Schools project 2018-2019 school food service budget

Muncie Community Schools

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Prepare Now - Anticipate the Future

March 14th, 2018

RENEWAL REQUEST LETTER

Tina Herzog
Indiana Department of Education
School & Community Nutrition
115 W Washington St
South Tower, Suite 600
Indianapolis, IN 46204

RE: Muncie Community Schools - Food Service Management Company Renewal

Dear Tina,

The original contract states that management and administrative fees shall be adjusted on the first day of each renewal term at a rate equal to the greater of the increase in (1) Employment Cost Index Private Industry, Compensation, Not Seasonally Adjusted – CIU201000000000A ("ECI") and (2) Consumer Price Index – Food away From Home ("CPI") for the preceding year. Our original contract date was March 21st, 2016 and this is our 3rd renewal of 4.

We are proposing the following at a 2.5% increase in fees for the 2018-19 school year:

- The current management fee will increase from \$.071 to \$.073
- The current administrative fee will increase from \$.071 to \$.073
- The current equivalent meal factor will remain at \$3.10.

Once I have received approval and direction from IDOE's School Meals Program through you, I will take this agreement to the Board of Education for their permission to renew the district's food service contract for the 2018-2019 school year.

Chartwells School Dining

Muncie Community Schools

Date
Belinda Oakley
CEO-Chartwells K12 Schools

Date
Steve Edwards
Emergency Manager

Sincerely,

Steve Edwards
Emergency Manager

chartwells



5/9/2018

The intent of this document is to provide projected financial information for Chartwells Dining Services operating in Muncie Community Schools; 2018/2019 school year

Muncie Community Schools project 2018-2019 school foodservice budget.

- **Projected Meal Counts**
 - 995,000
- **Projected Revenue**
 - \$3,205,152.00
- **Projected Total Personnel Costs**
 - \$1,244,059.00
 - Chartwells expects not to exceed \$1,260,000.00 in total payroll for schools year 18/19. Exception would be for additional added program(s) or additional associates joining medical coverage
 - Currently 11 associates participate in medical benefits
- **Projected Product Cost**
 - \$1,191,367.00
- **Projected Other Operating Costs**
 - \$180,502.00
- **Projected Chartwells Fees**
 - \$145,270.00
 - Fee increase was waived for the 2017-2018 school year
 - Fees are combined to include both administrative and management
 - Fees are before Chartwells investment depreciation
- **Projected 2018/2019 Client Return**
 - \$443,954.00

Date 5/9/18

Date _____

Paul Kendall
Chartwells K12, Regional Director

Steve Edwards
Emergency Manager, Muncie Community Schools

FOOD SERVICE AGREEMENT

THIS FOOD SERVICE AGREEMENT ("Agreement") is made as of March 21, 2016 by **Compass Group USA, Inc.**, by and through its **Chartwells Division** ("Chartwells"), and **Muncie Community Schools** (the "School Food Authority" or "SFA") (individually, the "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the SFA wishes to retain Chartwells to provide certain food and food-related services at all of the campuses within the jurisdiction of the SFA (the "Premises");

NOW, THEREFORE, in consideration of the mutual agreements set forth below and other good and valuable consideration, acknowledged by each of the Parties to be satisfactory and adequate, Chartwells and the SFA agree as follows.

Section 1. PURPOSE OF THE AGREEMENT

1.1 Appointment of Chartwells. The SFA hereby retains Chartwells and grants to Chartwells the exclusive right to provide and manage the SFA's food service program ("Service," "Services," "Food Service" or "Food Service Program") at the SFA's Premises. Chartwells shall render the Food Services within the facilities of the Premises, including but not limited to, the food preparation, serving, dining and storage areas ("Facilities") designated for the Food Service Program.

1.2 General Purpose. Chartwells shall be responsible for the SFA's Food Service Program and shall prepare and serve wholesome, nutritious and appetizing meals to the reasonable satisfaction of the SFA. Chartwells shall comply with the applicable provisions of the National School Lunch Program ("NSLP"), the School Breakfast Program ("SBP"), the Special Milk Program ("SMP") and the U.S. Department of Agriculture ("USDA") Regulations set forth in 7 CFR 210, 7 CFR 220, 7 CFR 245, 7 CFR 250 and any requirements imposed by any applicable state agency.

1.3 Independent Contractor. Chartwells shall be an independent contractor and shall retain control over its employees and agents. Chartwells shall be free to perform Services for any other SFA, company or organization during the term of this Agreement.

Section 2. COMMENCEMENT & TERMINATION

2.1 Commencement and Term. The term of this Agreement shall commence on March 21, 2016 and continue until June 30, 2016 ("Term") unless terminated by either Party as hereinafter provided. The Parties may by mutual agreement renew this Agreement for up to four (4) successive one (1) year renewal periods. 7 CFR 210.16

2.2 Termination. Either Party may terminate this Agreement with or without cause by giving sixty (60) days' notice in writing to the other Party of its intention to do so. 7 CFR 210.16(d)

2.3 Breach. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other written notice of such Cause. If the Cause is remedied within thirty (30) days of receipt of notice, the notice shall be void. If such Cause is not remedied within thirty (30) days of receipt of notice, the Party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. However, neither Party shall be responsible to the other for any losses or failure to perform its respective obligations under the Agreement when such failure is caused by conditions beyond the Party's control such as fire, explosion, water, Acts of God, civil disorder or disturbances, labor disputes, vandalism, war, riot, sabotage, weather and energy-related closings, pandemic, epidemic, governmental rules and regulations or like causes beyond the reasonable control of such Party or the damage or destruction of real or personal property of such causes. In addition, the Parties agree that nothing in this paragraph modifies the Parties' right to terminate this Agreement by giving sixty (60) days' notice in accordance with Section 0 above.

2.4 Penalty Provision. If Chartwells has breached the terms of this Agreement and has not cured the breach, the SFA may elect to pursue any available administrative, contractual or legal remedy, or may administer the following sanctions: (a) for a first violation, a written reprimand; (b) for a second violation, a \$25.00 penalty; or (c) for a third violation, a \$50.00 penalty. For the purposes of the foregoing, a single violation means an event of the same or similar kind, no matter the duration or numbers of personnel, equipment, students or meals involved.

Section 3. EMPLOYEES

3.1 Personnel Obligations. Chartwells shall be responsible for employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs and termination. Chartwells shall comply with all applicable laws and regulations related thereto. Chartwells shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges.

3.2 Equal Employment Opportunity Certification. Chartwells and the SFA shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

3.3 Work Hours. Chartwells and the SFA shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act as set forth in 40 USC 327-330 and supplemented by U.S. Department of Labor Regulations as set forth in 29 CFR Part 5.

3.4 Current Employees. Chartwells shall give first consideration to current employees of the SFA or incumbent contractor when hiring employees to provide Services pursuant to this Agreement, but Chartwells shall not be obligated to hire such employees.

3.5 Hours. Chartwells shall recommend the number of work hours and the number of positions required at the Premises.

3.6 Background Checks. Chartwells shall adhere to applicable state and federal regulations in screening prospective employees. Chartwells shall comply with criminal background checks and fingerprint regulations required by law for all new hires.

3.7 Regulations. Chartwells shall instruct its employees to abide by the policies, rules and regulations with respect to its use of SFA Premises as established by the SFA from time to time and which are furnished in writing to Chartwells.

3.8 Removal of Employee. The SFA may provide Chartwells with written notice that it requires the removal of an employee of Chartwells if such employee violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students, staff or faculty, and any removal shall be performed only if in allowed under local, state, or federal laws, rules or regulations. In the event of the removal of any such employee, Chartwells shall immediately restructure its staff without disruption in Service.

3.9 Emergency Devices. All Food Service personnel assigned to the SFA shall be instructed on the use of all emergency switches and fire and safety devices in the Facility.

3.10 Student Workers. The use of student workers or students enrolled in the SFA is prohibited without prior SFA approval.

3.11 Senior Management. Chartwells shall inform the SFA prior to hiring Senior Management positions for the SFA's Food Service Program. All persons to be hired as Food Service Directors, Assistant Directors and Supervisors must be presented for the SFA's evaluation and approval, which approval shall not be unreasonably withheld. Noncompliance will be considered a breach of this Agreement. Resumes and work histories have been included with the bid.

3.12 Non-solicitation. Chartwells' employees performing Services or administrative work at the Premises shall be subject to the rules and regulations established by the SFA as reasonable and necessary for its operations. Neither Party shall during the Term of this Agreement or for one year thereafter solicit to hire, hire or contract with either Party's employees who managed any Services or any other highly compensated employee, or any persons who were so employed, whether at the premises or another facility operated by the other ("Supervisory Employee") during the year prior to the expiration or termination of this Agreement, nor will the Client permit supervisory employees of Chartwells to be employed on the Client's Premises, for a period of one year subsequent to the termination or expiration of this Agreement (unless such employees were formerly employees of the Client) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider ("One-year Non-solicitation"). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to twice the annual salary of the relevant Employee as liquidated damages.

Section 4.

MANAGEMENT SERVICES & SPECIAL FUNCTIONS

4.1 Management Services. Chartwells shall provide all management, administrative and dietetic services required for the efficient supervision and operation of SFA's Food Service Program. The resident Food Service Director's salary and fringe benefits will be a direct reimbursable cost of operation.

4.2 Special Functions. Chartwells shall provide Food Services for administration and student-related functions as reasonably requested by the SFA. Such requests must be received at least ten (10) days prior to the date of the function. All food and labor costs for these functions will be billed directly to the school organization involved, unless otherwise specified by the SFA. Any special arrangements regarding other costs which might be incurred at these functions may be negotiated between Chartwells and the organization requesting Services.

Section 5.

EQUIPMENT, FACILITIES & UTILITIES

5.1 Facilities and Equipment. The SFA shall make available without any cost or charge to Chartwells, the Facilities and equipment including, but not limited to, kitchen equipment, small-wares, suitably furnished office space, facilities for the safekeeping of funds and those areas of the Premises in which Chartwells shall provide its Services.

5.2 Condition of Facilities and Equipment. The Facilities and equipment provided by each Party for use in the Food Service Program shall be in good condition and maintained to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. Chartwells shall take proper care of all furniture, fixtures and equipment provided by the SFA and shall timely notify the SFA of any known deficiencies. Chartwells shall not be held accountable for pre-existing conditions. At the expiration of this Agreement, Chartwells shall return to the SFA the Facilities and all furniture, fixtures and equipment furnished by the SFA in the condition in which received, except for ordinary wear and tear and damage by the elements, and except to the extent that such Facilities or equipment may have been lost or damaged by vandalism, fire, flood, other Acts of God or theft by persons other than employees of Chartwells, unless such damage has been caused through the negligence of Chartwells or its employees.

5.3 Utilities. The SFA shall furnish at its expense, light, power, hot and cold water, telephone service, high-speed internet service and other utilities as are necessary for the operation of the Services to be furnished hereunder.

5.4 School's Use of the Facilities. The SFA is encouraged to utilize Chartwells for catering and other Food Service needs in addition to the School Lunch, Breakfast and/or Special Milk Programs. However, the SFA reserves the right, in its sole discretion, to sell or dispense any food or beverage before or after the SFA's regularly scheduled lunch or breakfast periods, provided such use does not interfere with the operation of the School Lunch, Breakfast and/or Special Milk Programs.

5.5 Extracurricular Activities. If the SFA utilizes the Facilities for extracurricular activities before or after the SFA's regularly scheduled Food Service periods, the SFA shall return the Facilities and equipment to Chartwells in the same condition as received, normal wear and tear excepted.

5.6 Rental Facilities for Community Use. The SFA retains the right to rent or donate the Facilities during non-school hours or weekends, provided that such activity does not interfere with the normal Food Service Program. When such functions take place, the SFA may require that a member of the Food Service staff be on duty to maintain the safe use of equipment and/or to provide access to the Facilities, and such staff shall be paid at the normal hourly rate. The SFA will indemnify Chartwells for any loss or damage arising out of a third party's use of the Food Service equipment or Facilities. All Facilities and equipment used by a third party shall be returned to Chartwells in the original condition in which it was found, reasonable wear and tear excepted, so as not to unreasonably interfere with Chartwells' performance under this Agreement.

Section 6. MAINTENANCE, REPAIRS & SANITATION

6.1 Maintenance. The SFA shall furnish all building maintenance and all repairs to the Food Service areas without cost to Chartwells and shall replace, repair and maintain its equipment, except when damage results from the negligence of Chartwells or its employees. The SFA shall keep such equipment and Facilities maintained in a safe operating condition such that no Chartwells employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act including, but not limited to, the general duty and the specific duty clauses thereof or any other similar federal, state or local law or regulation. However, if equipment provided by the SFA becomes inoperative, hazardous or inefficient to operate, Chartwells shall have the right to undertake repairs or replacements at the expense of the SFA if the SFA fails to do so after having been given a reasonable amount of time to correct the equipment deficiency. The SFA shall at its expense, provide maintenance personnel and outside maintenance services, parts and supplies for properly maintaining the Facilities and its equipment.

6.2 Cleaning. The SFA shall be responsible for the cleaning and maintenance of floors, windows, walls, light fixtures, ceilings, hoods, ducts, grease traps and the general care of the Facility. Chartwells shall be responsible for the routine cleaning of the food preparation areas, serving areas, dining areas, dish rooms and storerooms, including the ordinary and routine cleaning of counters and operating equipment used in connection with the Food Service Program.

6.3 Sanitation. The SFA shall provide for the daily removal of waste and garbage and regular extermination services at its expense.

Section 7. INVENTORY

7.1 Inventory. Chartwells shall purchase all food and other supplies required under this Agreement on the SFA's behalf. Title thereto shall remain with the SFA at all times. Such food and supplies shall be kept separate and apart from all other SFA property. Chartwells and SFA shall jointly take inventory of all purchased food and supplies at both the beginning and the end of this Agreement. The SFA shall have access to the records of the food purchased in order to review and audit as deemed necessary in the judgment of the SFA.

7.1.1 Chartwells and the SFA shall inventory the equipment and commodities owned by the SFA at the beginning of the Agreement year including, but not limited to, flatware, trays, china, glassware, kitchen utensils and food (both purchased and government-

donated commodities). Chartwells shall be responsible for reimbursing the SFA for all shortages noted at the year-end inventory of the equipment and commodities and will provide updates of equipment and commodities with its monthly records.

7.2 Purchasing. Chartwells shall purchase all food for the SFA at the lowest prices possible consistent with maintaining the quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All such transactions must meet procurement standards set by the USDA. Transactions shall be conducted as provided by law and in a manner to provide maximum open and free competition. Any silence, absence, or omission from the contract document specification concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials (food, supply, etc.) and workmanship of a quality that would normally be specified by the SFA are used

7.2.1 Chartwells shall request, receive and inspect food delivered by vendors and forward a list of invoices when billing the SFA in accordance with federal or state regulations.

7.2.2 Chartwells shall maintain adequate storage practices, inventory and control of government-donated foods in conformance with the SFA's agreement with any applicable state agency.

7.2.3 In accordance with the Buy American Provisions of 7 CFR Part 210.21(d), Chartwells shall purchase, to the maximum extent practicable, domestic commodities that are produced and processed in the United States and will substantially use agricultural commodities that are produced in the United States. "Substantially" means that over fifty-one percent (51%) of the final processed products consist of agricultural commodities that were grown domestically.

7.3 Processing Contracts. All goods, services or moneys received as the result of a rebate under a processing contract must be utilized in the SFA's nonprofit Food Service Program.

Section 8. FOOD SERVICE

8.1 Menus. Chartwells shall consult with an advisory board, comprised of such members as the SFA shall designate, regarding the overall operation of the SFA's Food Service Program, including menus. Chartwells shall submit menus to the SFA for approval. Any menu changes may only be made with the approval of the SFA. Seasonal changes, special school programs or shifts in student preferences shall be taken into consideration in menu preparation. All menus will be nutritionally acceptable to the SFA and in accordance with applicable regulations.

8.2 Control of Food Service. The SFA shall retain control of the quality, extent and general nature of its Food Service. *7 CFR 210.16(a)(4)*

8.3 Food Specifications. The SFA must provide detailed specifications including, but not limited to, grade and weight for each food component or menu item as specified in 7 CFR 210 and include these specifications in all Invitations For Bid ("IFBs") or Requests for Proposal ("RFPs"). Specifications may also cover other items such as purchase units, style, condition, ingredients, formulations and delivery time. *7 CFR 210.16(c)(3)*

8.4 Noncompliant Foods. No payment shall be made for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component specified in the NSLP or do not otherwise meet the requirements of this Agreement, provided, however, that SFA has notified Chartwells within 48 hours of delivery of such meals. *7 CFR 210.16c(3)*

8.5 Nutrition Education. Chartwells shall promote the nutritional education aspects of the SFA's Food Service Program and cooperate in the efforts of the SFA to coordinate these aspects with classroom instruction.

Section 9. ACCOUNTING, RECORDS & AUDITS

9.1 Records. Chartwells shall maintain such records as the SFA will need to support its reimbursement claims and shall provide such records promptly to the SFA at the end of each calendar month, at a minimum. Such records shall be available for a period of three (3) years from the date of final payment under the Agreement for inspection and audit by representatives of the applicable state's education and agriculture regulatory agencies, the USDA and the U.S. General Accounting Office at any reasonable time and place; except that, if audit findings have not been resolved, the records shall be retained beyond the three (3) year period for as long as required for the resolution of the issues raised by the audit. Such records include, but are not limited to, Daily Cash Reports, Edit Check Worksheets, Milk Rosters and Summary of Meal/Milk counts. In accordance with regulations, an SFA official will review records maintained by Chartwells for the purpose of preparing monthly reimbursement vouchers. *7 CFR 210.16(c)(1) and 7 CFR 210.23c*

9.2 Availability of Records. The SFA, the applicable state's education and agriculture regulatory agencies, the USDA, Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Chartwells which are solely and directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions. Chartwells accepts liability caused by FSMC negligence for claims assessed as a result of Federal/State reviews/audits, corresponding with the SFA's period of liability.

9.3 Reimbursement Records. Chartwells shall retain records to support the SFA's reimbursement claim of the daily number of meals served, by type. These meal counts must be reported daily. *7 CFR 210.16(c)(1)*

9.4 Revenue Records. Chartwells shall retain revenue records broken down by source, type and category of meal or Food Service (e.g., a la carte sales, reduced-price and full-price lunch meals, breakfast meals, vending machine sales, etc.).

9.5 Invoices. Chartwells shall, on a monthly basis, invoice the SFA a sum not to exceed the amount necessary to cover Chartwells' expenditures for the Food Service Program and/or the submission of a valid claim for the items designated in Section 10. Chartwells shall provide a reconciled monthly statement with costs listed in the following categories: (a) management fee; (b) administrative fee; and (c) operating expenses. Payment shall be due within fifteen (15) days of the date of the monthly invoice.

9.6 Invoice Statement. All invoices submitted by Chartwells must represent that articles have been furnished or Services rendered before payment can be made to Chartwells from the SFA's Food Service account.

9.7 Detailed Description. All invoices submitted by Chartwells must include a detailed description of the goods, supplies, services or other items being submitted for reimbursement.

9.8 Taxes and Assessments. Chartwells shall pay when due all federal, state, local and other governmental taxes or assessments in connection with the Services. The Parties will determine by mutual agreement and in accordance with relevant law whether any of the Services are subject to sales tax. Even if the SFA is tax exempt, the SFA may be liable for the collection and remittance of sales tax to the applicable state department of revenue for some of the Services. If any of the Services are subject to sales tax, the Parties will determine by mutual agreement which Party will collect and/or remit the sales tax to the appropriate state department of revenue. If the SFA is responsible for collecting and/or remitting sales tax for some of the Services, the SFA's tax liability will not be waived by Chartwells either collecting and/or remitting such sales tax. If the Parties are unable to resolve any dispute or controversy regarding the taxability of any of the Services, such dispute or controversy shall be resolved by a ruling of the applicable state department of revenue.

The SFA shall pay when due all federal, state, local and other governmental use and property taxes or assessments arising in connection with the Premises, equipment, offices and utilities. Chartwells shall pay when due all license and permit fees in connection with the Services. The SFA shall reimburse Chartwells for all license and permit fees paid in connection with the Services.

Section 10. FINANCIAL, PURCHASING & MEAL PAYMENT

10.1 General Provisions. All management/administrative fees shall be expressly stated in this Agreement. Such fees may be calculated on a cents per meal or flat fee basis. Chartwells shall operate, administer and manage the Food Service Program for the SFA in accordance with the financial arrangements as set forth in this Section. This Agreement does not contain a "cost-plus-a-percentage-of-cost" or a "cost-plus-a-percentage-of-income" provision. 7 CFR 210.16(c)

10.2 Operating Expenses. Chartwells shall charge the SFA its costs of operating the Food Service Program which shall include, but not be limited to: (a) the cost of goods including food, beverages and supplies; (b) salaries and wages, payroll taxes, FICA, and benefits such as medical, dental, life, workers compensation, and disability insurance, and bonus for Chartwells employees; and (c) other costs, charges and expenses necessary to perform the duties and obligations under this Agreement including, but not limited to, office supplies, insurance, marketing, training, licenses/permits, laundry, amortization expense, uniforms, postage, paper goods and taxes.

10.3 Administrative Fee. Chartwells shall charge the SFA an Administrative Fee of \$0.07 per meal served during the 2015-2016 school year. Chartwells' Administrative Fee represents its overhead expenses necessary to operate the Food Service Program including, but not limited to, area and zone supervision; and general support provided by Chartwells' corporate offices, including without limitation, accounting, purchasing, tax, legal, research, auditing and other related administrative functions. The Administrative Fee shall be adjusted on the first day of each renewal term at a

rate equal to the greater of the increase in the (1) Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted – CIU201000000000A (“ECI”); (2) Consumer Price Index- Food Away From Home (“CPI”) for the preceding year; or (3) three percent.

10.4 Management Fee. Chartwells shall charge the SFA a Management Fee of \$0.07 per meal served during the 2015-2016 school year. The Management Fee shall be adjusted on the first day of each renewal term at a rate equal to the greater of the increase in the (1) ECI; (2) CPI for the preceding year; or (3) three percent.

10.5 Computing Meals. Total meals are calculated by adding reimbursable meal pattern meals (breakfast and lunch) served and meal equivalents. Cash receipts, other than from sales of National School Lunch Program and School Breakfast Program meals served to children, shall be divided by \$3.10 to arrive at an equivalent meal count. The per-meal Management Fee will be multiplied by total meals. The per-meal Administrative Fee will be multiplied by total meals.

10.6 [RESERVED]

10.7 Surplus Revenues. Any surplus revenues existing after deducting the approved Operating Expenses, Administrative Fee and Management Fee from verified Food Service receipts and all federal and state reimbursements shall remain with the SFA.

10.8 Investment. Chartwells will fund certain improvements to the SFA’s premises to facilitate the performance of the Food Service Program (collectively the “Investment”). The Investment shall not exceed Three Hundred Thousand Dollars (\$300,000). Two Hundred Thousand Dollars (\$200,000) the Investment shall be amortized over a period of fifty-one (51) months calculated on a straight-line depreciation basis beginning March 21, 2016 and ending June 30, 2020 where the SFA shall be invoiced monthly for the depreciation as an allowable cost of the operation. One Hundred Thousand Dollars (\$100,000) of the Investment shall be amortized below the line at Chartwells’ expense over a period of fifty-one (51) months calculated on a straight-line depreciation basis beginning March 21, 2016 and ending June 30, 2020. The SFA shall hold title to items funded by the Investment at the time they are purchased and/or installed at the Facility. If this Agreement is terminated or not renewed for any reason prior to the full amortization of the Investment, the SFA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Investment immediately upon termination; (ii) retain any equipment or other items funded by the Investment and continue to make payment to Chartwells in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay Chartwells the unamortized portion of the Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to Chartwells.

Additionally, the Chartwells promises to pay all pre-opening expenses, in an aggregate amount not to exceed Eighty-One Thousand Four Hundred Dollars (\$81,400). The Pre-Opening Expenses shall be internally amortized by Chartwells over a period of fifty-one months and calculated on a straight-line depreciation basis. “Pre-Opening Expenses” include, but are not limited to, meals and lodging, opening promotions and advertising, accounting and operating manuals and systems, interviewing and relocation, crew training, and Operating Charges related to preparing for, and commencing performance of the Services. If this Agreement is terminated or not renewed for any reason prior to the full amortization of the Pre-Opening Expenses, the SFA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Pre-Opening

Expenses immediately upon termination; (ii) retain any equipment or other items funded by the Pre-Opening Expenses and continue to make payment to Chartwells in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay Chartwells the unamortized portion of the Pre-Opening Expenses in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to Chartwells.

10.9 Financial Reconciliation. Within ninety (90) days of the end of the school year, the parties shall complete a reconciliation of the annual operational financial report, which report shall be signed by the parties at the bottom as being true and correct.

10.10 Humanitarian Meals. In the event that a student is unwilling or unable to pay for a meal presented to the cashier, then the SFA shall:

- Allow the student to retain the meal, and reimburse Chartwells for the full price of such meal.
- Remove the meal from the student. The SFA understands and acknowledges that Chartwells may no longer serve and must discard such removed meal, and the full price of such meal shall be paid to Chartwells by the SFA.
- Remove the meal from the student, and provide such student with an alternate meal (cold sandwiches or other comparable substitutes) at no cost. In such instance, the SFA shall pay to Chartwells the full price the discarded meal as well as the cost of the alternate meal. Should the student inform staff of an inability to pay prior to presenting a standard meal for purchase, staff may provide an alternate meal to the student and the SFA shall pay only the cost of such alternate meal.

In determining the financial results of the food service program, the cost of provision of such alternate and standard meals at no cost to students shall be excluded from the calculation of financial results.

Section 11. COMMODITIES

11.1 Any USDA donated commodities received for use by the SFA and made available to Chartwells shall be used in SFA's food service. The SFA shall retain title to all USDA donated foods.

11.2 Chartwells will provide the following services in relation to commodities which services shall be performed in accordance with the applicable requirements of 7 CFR Part 250:

- a. Preparing and serving meals
- b. Ordering or selection of donated foods, in coordination with the SFA in accordance with 7 CFR 250.52
- c. Storage and inventory management of donated foods in accordance with 7 CFR 250.52
- d. Payment of processing fees and or submittal of refund requests to a processor on behalf of the SFA, or remittance of refunds for the value of donated foods in processed end products to the SFA, in accordance with subpart C of 7 CFR 250

11.3 Chartwells must credit the SFA for the value of all donated foods received for use in the SFA's meals service in the school year (including both entitlement and bonus foods), including the value of donated foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51 (a).

11.4 Chartwells shall provide an invoice credit to the SFA for the value of donated foods in the month they are received. Chartwells shall use the USDA's monthly list of commodity food values to report the value of donated foods on its invoices.

11.5 Chartwells will use all donated ground beef and ground pork products, and all processed end products, in the SFA's food service.

11.6 Chartwells will use all other donated foods, or will use commercially purchased foods of the same generic identity, of a U.S. origin, and of equal or better quality than the donated foods in the SFA's food service.

11.7 Chartwells must ensure compliance with the requirements of subpart C of 7 CFR part 250 and with the provisions of the distributing and/or the SFA's processing agreements in the procurement of processed end products on behalf of the SFA, and will ensure crediting of the SFA for the value of donated foods contained in such end products at the processing agreement value.

11.8 Chartwells will not enter into the processing agreement with the processor required in subpart C of 7 CFR 250.

11.9 Chartwells will comply with the storage and inventory requirements for donated foods.

11.10 The distributing agency, sub distributing agency, or SFA, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of Chartwells' food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

11.11 Chartwells shall maintain records to document its compliance with the requirements relating to donated foods in accordance with 7 CFR 250.54(b).

11.12 Any extension or renewal of this Agreement is contingent upon fulfillment of all provisions in this Agreement relating to donated foods.

11.13 The SFA shall ensure that Chartwells is in compliance with the requirements of this section through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable. Chartwells accepts liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA donated foods

11.14 The SFA shall conduct a reconciliation at least annually (and upon termination of the Agreement) to ensure that Chartwells has credited it for the value of all donated foods received for use in the SFA's food service in the school year, including, in accordance with the requirements in 7 CFR 250.51(a), the value of donated foods contained in processed end products.

11.15 If, upon termination of the agreement, there remains USDA donated commodities that have not been used but have been credited to the SFA, then SFA shall cause the subsequent FSMC to pay to Chartwells the credited value of such commodities. If this is not possible Chartwells reserves the right to remove the commodities for use at an alternate, approved client site.

Section 12. INSURANCE & INDEMNITY

12.1 To the extent permitted by state law, each Party shall indemnify, defend and hold the other harmless from any and all losses, damages or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage or other injury or damage to the extent caused by the negligent act or omission of such Party.

12.2 Notification of an event giving rise to an indemnification claim ("Notice") must be received by the indemnifying Party within thirty (30) days following receipt of such claim and shall include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to and conditioned upon compliance with the Notice provisions hereunder.

12.3 Chartwells shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contract, products-completed, operations and business automobile coverage) and worker's compensation (including employer's liability coverage).

12.4 Certificates of insurance for such coverage shall be furnished upon thirty (30) days prior notice. The SFA shall be listed as an additional insured.

12.5 The SFA shall obtain and maintain insurance for the Food Service Facilities, service equipment, offices and utilities against risks covered by standard forms of fire, theft and extended coverage in such amounts and under such policies as appropriate.

Section 13. SFA RESPONSIBILITIES

13.1 Food Service Conformity. The SFA shall remain responsible for ensuring that the Food Service Program is in conformance with its agreement under the NSLP and shall monitor the Food Service Program through periodic on-site visitations. 7 CFR 210.16(a)(2)(3)

13.2 Advisory Board. The SFA shall establish an advisory board comprised of parents, teachers and students to assist in menu planning. 7 CFR 210.16(a)(8)

13.3 Health Certification. The SFA shall maintain applicable Health Certification and ensure that all state and local regulations are being met by Chartwells' employees preparing and/or serving meals at the SFA's Premises. 7 CFR 210.16(a)(7)

13.4 Pricing. The SFA shall establish all program and non-program meal and a la carte prices. The SFA shall establish all prices, including price adjustments for food items served under the nonprofit SFA Food Service account (e.g., reimbursable meals, a la carte service, adult meals and vending machines).

13.5 Menu Cycle. The SFA shall develop and include in the ITB or RFP a twenty-one (21) day cycle menu. Chartwells must adhere to the cycle for the first twenty-one (21) days of meal Service. Changes thereafter may be made with the approval of the SFA. 7 CFR 210.16(b)(1)

13.6 Signature Authority. The SFA shall retain signature authority on the application/agreement to participate in the NSLP, SBP and the SMP, including the SFA's free and reduced-price policy statement. 7 CFR 210.16(a)(5)

13.7 Internal Controls. The SFA shall establish internal controls that ensure the accuracy of lunch counts prior to the submission of the monthly reimbursement claim. At a minimum, the SFA shall: (a) review worksheets and make comparisons of daily free, reduced-price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced-price and paid lunches served each day to children eligible for such lunches; (b) develop and implement a system for follow-up on those lunch counts that suggest the likelihood of lunch-counting problems; and (c) conduct an on-site review of the counting and claiming system employed by each Facility within the jurisdiction of the SFA. 7 CFR 210.8(a)

13.8 Reimbursement Claims. The SFA shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to Chartwells. 7 CFR 210.16(a)(5)

13.9 Contractual Responsibility. The SFA shall be responsible for all contractual agreements entered into in connection with the Food Service Program (e.g., vending meals to other school food authorities). 7 CFR 210.19(a)(1)

13.10 Financial Responsibility. The SFA shall retain control of the Food Service account and overall financial responsibility for the Food Service Program. 7 CFR 210.19(a)(1)

13.11 Program Review. The SFA shall be responsible for ensuring resolution of Food Service Program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2)

13.12 Parent Letters. The SFA shall develop, distribute and collect the parent letters and applications for free and reduced-price meals and free milk. 7 CFR 245.6

13.13 Verifying Free and Reduced-price Meal Applications. The SFA shall be responsible for determining and verifying applications for free and reduced-price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to Chartwells. 7 CFR 245.6

13.14 Food Donated by USDA. The SFA shall assure that the maximum amount of government-donated foods are received and utilized by Chartwells. 7 CFR 210.9(b)(15)

13.15 Commodity Processing Contracts. The SFA shall establish commodity processing contracts. This responsibility cannot be delegated to Chartwells. 7 CFR 250.12(f)

13.16 A la carte Offering. In order to offer a la carte Food Service, the SFA must offer all eligible children reduced-price and full price reimbursable meals. 7 CFR 210.16(a)

13.17 Losses. The SFA shall be responsible for any losses that may arise due to circumstances beyond the control of the SFA or Chartwells, such as loss of electrical power.

13.18 Inventory. The SFA shall provide a physical inventory of supplies and equipment available for use by Chartwells prior to the commencement of this Agreement.

13.19 Equipment Damage. The SFA shall be responsible for loss or damage not caused by Chartwells to equipment owned by the SFA and located on its Premises.

13.20 Equipment Installation. The SFA shall furnish and install any equipment or make any structural changes needed to comply with federal, state and local laws.

13.21 Fixture Repairs. The SFA shall be financially responsible for repairs to all permanent fixtures such as faucets, lights, sewers, air conditioning, heating vents, hoods and all electrical work.

13.22 Food Service Areas. The SFA shall make available without cost to Chartwells, mutually agreed to areas of the Premises which are reasonably necessary for Chartwells to render its Services.

13.23 Additional Food Service Programs. The SFA may request that Chartwells enter into a separate agreement to provide services for additional programs not currently in operation, including but not limited to, the Summer School Program and Child Care Feeding Program, upon terms and conditions mutually agreeable to the Parties.

13.24 Access. The SFA shall have unlimited access to all areas used by Chartwells for purposes of inspections and audits.

13.25 Trash Removal. The SFA shall have designated areas for the removal of all garbage and trash.

13.26 Painting. The SFA shall be responsible for painting within the dining areas.

13.27 Toilet Facilities. The SFA shall make sanitary toilet facilities available for the employees of Chartwells.

Section 14. HEALTH CERTIFICATION

14.1 Health Certification. Chartwells shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals and Chartwells shall maintain this certification for the duration of this Agreement. 7 CFR 210.16c(2)

14.2 Safety Regulations. Chartwells shall obtain and post all applicable health permits for the Facilities. Chartwells shall comply with all health and safety regulations required by federal, state or local law.

Section 15. ENVIRONMENTAL & ENERGY COMPLIANCE

15.1 Environmental. The SFA and Chartwells shall comply with all applicable standards, orders or requirements issued under the Code of Federal Regulations as follows: (a) Section 306 of the Clean Air Act; (b) Section 508 of the Clean Water Act; (c) Executive Order 11738; and (d) applicable Environmental Protection Agency regulations. Violations shall be reported to the USDA and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement as set forth in EN-329.

15.2 Energy. The SFA and Chartwells shall recognize mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Section 16. DEBARMENT/SUSPENSION CERTIFICATION

16.1 Debarment/Suspension Certification. Chartwells shall sign a debarment/suspension certification. This certification assures the SFA that Chartwells has not been debarred from entering into contracts with the federal government or any entity receiving federal funds or suspended from entering into contracts during a time when Chartwells is being investigated for a legal action taken to debar Chartwells from contracting activities. *7 CFR 3017.510*

16.2 Location of Certificate. The certification is attached to the signed Agreement and kept on file at the SFA. A copy of the certification will be forwarded to the state agency with a copy of the signed Agreement. *7 CFR 3017.510*

Section 17. INDEPENDENT PRICE DETERMINATION

17.1 Independent Price Certification. Chartwells shall certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. *7 CFR 301*

17.2 Certificate of Independent Price Determination. Chartwells and the SFA shall sign and submit a Certificate of Independent Price Determination with the Agreement. Chartwells shall attach the certification to the signed Agreement which is kept on file at the SFA. The SFA shall also forward a copy of the certification to the state agency with a copy of the signed Agreement. *7 CFR 3017*

Section 18. LOBBYING ACTIVITIES

18.1 Lobbying Certification. Chartwells shall sign and submit a certification regarding lobbying which conforms in substance with the language contained in *7 CFR 3018*.

18.2 Location of Certification. The certification regarding lobbying shall be attached to the signed Agreement and kept on file at the SFA. A copy of the certification shall also be forwarded to the state agency with the signed Agreement. *7 CFR 3018*

18.3 Disclosure of Lobbying Activities. Chartwells shall disclose lobbying activities in connection with any school nutrition programs. 7 CFR 3018

18.4 Location of Disclosure Form. The Lobbying Disclosure Form shall be attached to the signed Agreement and kept on file at the SFA. A copy of the Form shall also be forwarded to the state agency with the signed Agreement. 7 CFR 3018

Section 19. GENERAL TERMS & CONDITIONS

19.1 Governing Law. This Agreement, its construction, validity, effect, performance and enforcement shall be governed by and construed under the laws of the State of Indiana.

19.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the operation of the Food Service Program and supersedes all prior or contemporaneous negotiations, discussions or understandings. There are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the Parties relating to the matters covered by this Agreement other than those set forth in this Agreement. No variation or modification of this Agreement or attached Exhibits and no waiver of their provisions shall be valid unless in writing and signed by the duly authorized officers of Chartwells and the SFA.

19.3 Severability. Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If for any reason, any portion of this Agreement is determined to be invalid, contrary to or in conflict with any applicable present or future law, rule or regulation in a final ruling issued by any court, agency or tribunal with valid jurisdiction, that ruling will not impair the operation of or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the Parties and continue to be given full force and effect.

19.4 Assignment. Neither Chartwells nor the SFA may assign or transfer this Agreement, or any part thereof, without the written consent of the other Party; except the Parties may assign this Agreement to an affiliated company or wholly owned subsidiary without prior approval and without being released from any of their responsibilities hereunder.

19.5 Captions. All captions in this Agreement are intended solely for the convenience of the Parties and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

19.6 Construction and Effect. No failure of either Party to exercise any power reserved to it by this Agreement or to insist upon strict compliance by the other Party with any obligation or condition hereunder and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with any of the terms of this Agreement. Waiver by either Party of any particular default shall not affect or impair either Party's right to exercise any or all of its rights and powers herein, nor shall that constitute a waiver by that Party of any right hereunder or of its right upon any subsequent breach or default to terminate this Agreement prior to the expiration of its terms.

19.7 Proprietary Materials. SFA acknowledges that the names, logos, service marks, trademarks, trade dress, trade names and patents, whether or not registered, now or hereafter owned by

or licensed to Chartwells or its affiliated and parent companies (collectively, "Marks") are proprietary Marks of Chartwells, and SFA shall not use the Marks for any purpose except as expressly permitted in writing by Chartwells. Upon termination of this Agreement, SFA shall (a) immediately and permanently discontinue the use and display of any Marks and make or cause to be made such changes to the Facility as Chartwells shall reasonably direct so as to effectively distinguish the Facility from its former appearance (collectively, "De-image"); and (b) immediately remove and deliver to Chartwells all goods bearing any Marks. If SFA shall fail to De-image the Facility within thirty (30) days of the termination date, Chartwells and its agents shall have the right to enter the Facility and De-image the Facility without prejudice to Chartwells' other rights and remedies.

19.8 Notices. If any notice or other correspondence is required to be delivered under this Agreement, it shall be given in writing and shall be delivered personally, by overnight delivery service or by United States mail, postage prepaid, certified mail, return receipt requested, in which event it shall be deemed given upon receipt to the Parties at the following addresses (or to such other address as a Party may designate by notice).

To SFA: Muncie Community Schools
ATTN: School Business Administrator
2501 N. Oakwood Avenue
Muncie, Indiana 47304

To Chartwells: Chartwells
ATTN: President-Schools
2 International Drive
Rye Brook, NY 10573
Facsimile No. (914) 935-5550

With a copy to: Compass Group USA, Inc.
ATTN: General Counsel
2400 Yorkmont Road
Charlotte, North Carolina 28217

19.9 Confidentiality. In the course of providing the Services hereunder, the Parties may be exposed to trade secrets or other confidential or proprietary information and materials of the other Party including, but not limited to, menus, recipes, signage, Food Service surveys and studies, management guidelines, procedures, operating manuals and software, all of which shall be identified as confidential ("Confidential Information"). This Agreement shall be treated as Confidential Information. The Parties agree to hold in confidence and not to disclose any Confidential Information during the Term of this Agreement and for two (2) years afterward, except that the Parties may use or disclose Confidential Information: (a) to its employees and affiliates or others to the extent necessary to render any Service hereunder, provided that the other Party is first notified of the information that will be provided to any party outside of this Agreement and provided further that such information is disclosed only after such outside party is required to maintain it in confidence as required hereunder; (b) to the extent expressly authorized by either Party; (c) to the extent that at the time of disclosure, such Confidential Information is in the public domain, or after disclosure enters the public domain other than by breach of the terms of this Agreement; (d) that is in the

possession of either Party at the time of disclosure and is not acquired directly or indirectly from the other Party; (e) that is subsequently received on a non-confidential basis from a third party having a right to provide such information; or (f) as required by order during the course of a judicial or regulatory proceeding or as required by a government authority. The Parties agree not to photocopy or otherwise duplicate any Confidential Information without the express written consent of the other Party. Each Party's Confidential Information shall remain the exclusive property of the Party and shall be returned to the other Party upon termination or expiration of this Agreement.

In the event of any breach of this provision, the Parties shall be entitled to equitable relief in addition to all other remedies otherwise available to it at law. This provision shall survive the termination or expiration of this Agreement.

19.10 Information Technology Systems. In connection with the services being provided hereunder, Chartwells may need to operate certain information technology systems not owned by SFA ("Non-SFA Systems"), which may need to interface with or connect to SFA's networks or information technology systems ("SFA Systems"). Chartwells shall be responsible for all Non-SFA Systems, and SFA shall be solely responsible for SFA Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If Chartwells serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Chartwells will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If Non-SFA Systems interface with or connect to SFA Systems, then SFA agrees to implement forthwith upon request from Chartwells, at its own expense, the changes to the SFA Systems that Chartwells reasonably requests and believes are necessary or prudent to ensure Chartwells' compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable lawyer's fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this section.

Section 20. COST REIMBURSABLE CONTRACT PROVISIONS

20.1. Allowable costs will be paid from the nonprofit school food service account net of all discounts, rebates, and applicable credits, to the extent those credits are allocable to the allowable portion of costs billed to the SFA. 7 CFR 210.21(f)(1)(i)

20.2. Chartwells shall separately identify for each cost the amount of that cost which is allowable, and the amount that is unallowable. 7 CFR 210.21(f)(1)(ii)(A)

20.3. This Agreement excludes all unallowable costs from billing documents and certifies that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs, in a manner suitable for contract cost determination and verification. 7 CFR 210.21(f)(1)(ii)(b)

20.4. Chartwells' determination of allowable costs shall be made in compliance with USDA and NSLP regulations and OMB cost circulars. 7 CFR 210.21(f)(1)(iii)

20.5. Chartwells shall identify the amount of each discount, rebate and credit on bills and invoices presented to the SFA and individually identify the amount as a discount, rebate, or in the

case of the applicable credits, the nature of the credit. If permitted by the state agency, this information may be reported less frequently than monthly, but no less frequently than annually. 7 CFR 210.21(f)(1)(iv) This information shall be reported monthly with the invoice described in Section 9.5 of this Agreement.

20.6. Chartwells shall identify the method by which it will report discounts, rebates and other credits that are allocable to the contract but not reported prior to expiration of the contract. Chartwells shall monitor any rebate amounts that may accrue to the benefit of the SFA after termination of the contract. In the event SFA is entitled to such rebates, Chartwells shall promptly make such payment to the SFA. 7 CFR 210.21(f)(1)(v)

20.7 Chartwells shall maintain documentation of costs, discounts, rebates and credits and furnish same upon request of the district, state agency, or USDA. 7 CFR 210.21(f)(1)(vi)

20.8. Chartwells must ensure that its system of inventory management does not result in the SFA being charged for donated foods.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates written below.

MUNCIE COMMUNITY SCHOOLS

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

By: Michael M. Wong

By: Rhonna Cass

Name: Michael M. Wong

Name: Rhonna Cass

Title: Board President

Title: President-Schools

Date: 3/16/16

Date: 3-15-16

By: Beverly K. Kelley

Name: Beverly K. Kelley

Title: Board Secretary JH/K

By: _____

Name: _____

Title: _____

U. S. DEPARTMENT OF AGRICULTURE

***Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions***

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR Part 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published a Part IV of the January 30, 1989, Federal Register (pages 4722-4733), and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

The prospective lower tier participant certifies, by submission of this Certification, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

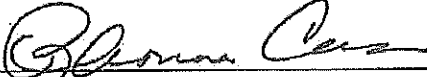
Compass Group USA, Inc., by and through its Chartwells Division

Organization Name

PR/Award Number or Project Name

Rhonna Cass, President - Schools

Name and Title of Authorized Representative



Signature

3/15/16

Date

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

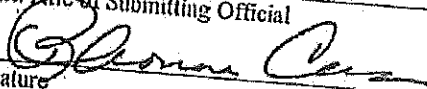
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

3 International Drive, Rye Brook, NY 10573
Name/Address of Organization

Rhonna Cass, President - Schools
Name/Title of Submitting Official


Signature

3/15/16
Date

NOT APPLICABLE

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle) (Attach Continuation Sheet(s))	10b. Individuals Performing Services (including address if different from No. 10,a.) (last name, first name, middle) SF-LLL-A, if necessary	
11. Amount of Payment (check all that apply): \$ _____ ___ Actual ___ Planned	12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: Nature _____ Actual _____	
13. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Are Continuation Sheet(s) SF-LLL-A Attached:	Yes _____ (Number _____) No <u>X</u>	
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Rhonna Cass</u> Print Name: <u>Rhonna Cass</u> Title: <u>President - Schools</u> Telephone: <u>914-935-5300</u> Date: <u>3/15/16</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL	

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the school food authority (FSA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Compass Group USA, Inc., by and
through its Chartwells Division
Name of Food Service Management Company


Muncie Community Schools
Name of Food School Authority

A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- 1) The prices in this offer have been arrived at independently, without consultation, communication, agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of negotiated procurement, directly or indirectly to any other offeror or to any competitor;
- 3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer certifies that:

- 1) He or she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- 2) He or she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.



Signature of Vendor's Authorized Representative

3/15/16 Rhonna Cass, President - Schools
Date Title

In accepting this offer, the sponsor certifies that the sponsor's officers, employees or agents have not taken any action that may have jeopardized the independence of the offer referred to above.

Name of School Food Authority

Signature of Authorized Representative

Title

Date