

## AMENDMENT NUMBER TWO

THIS AMENDMENT NUMBER ONE, effective July 1, 2026, is between the **Madison Board of Education** (“Client”) and **Compass Group USA, Inc., by and through its Chartwells Division** (“Chartwells”).

WHEREAS, the Client and Chartwells are parties to a certain agreement, dated July 1, 2024, (the “Agreement”) whereby Chartwells manages the Client’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. Exhibit A, Section A Client Premises; Hours of Operation; & Responsibilities. This section is amended to delete references to “Kathleen H. Ryerson Elementary School” and “J. Milton Jeffrey Elementary School” in their entirety, and add the following Client Premise:

Neck River Elementary School, 180 Mungertown Road, Madison, CT 06443

2. Exhibit B, Section 1(a) is hereby deleted and replaced with the following:

**“a. Management Fee.** A charge of \$0.0675 per meal equivalent. For management fee purposes, the number of meal equivalents shall be determined by dividing the total of all sales revenue by the meal equivalency factor equal to 4.00.”

3. Exhibit B, Section 1(b). The first sentence is hereby deleted and replaced with the following:

**“b. Administrative Fee.** Chartwells’ administrative fee of \$10,631.17 per month for ten (10) months from September to June.”

4. Exhibit B, Section 2 Guaranteed Subsidy is hereby deleted and replaced with the following:  
**“2. Guarantee Subsidy.** Chartwells guarantees that the bottom line of the operational financial report (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) for the 2026-2027 school year will reflect a loss no greater than \$85,000. If the actual bottom line (exclusive of the cost of equipment repairs, maintenance, replacements, and smallwares) reflects a loss greater than this amount, Chartwells will pay to the Client the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed Chartwells’s combined Management and Administrative Fees. The Guaranteed Subsidy and Chartwells’s reimbursement obligation are based on the following conditions and assumptions. The Guaranteed Subsidy to the Client shall be reduced to account for increased cost or loss of revenue by Chartwells if the following conditions are not met during the school year:

- The number of days lunch meals are served during the school year will not be less than 180 Elementary School days, 180 Middle School days, and 171 High School days;
- Student enrollment for the term of the contract period will not be less than 2,300, including kindergarten;
- The agreed selling prices of base meals as defined by mutual agreement, will be \$4.00 for elementary schools (grades K-5), \$4.25-\$5.00 for middle school (grades 6-8), and \$4.50-\$5.25 for high school (grades 9-12);

- Selling prices of a la carte selections will not be less than the prior year, and increases to selling prices shall be based on Chartwells' recommendation and approved at the client's discretion;
- No changes in legislation or regulation (e.g., minimum wages, fringe and benefits, taxes, unionization, etc.) that would impact the cost of Chartwells 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 Client Premises remain constant throughout the school year. Client shall not engage in direct competitive food sales;
- In the event of an increase in wages or fringe benefits payable to employees as a result of unionization or changes in minimum wage rates or taxes, the guarantee shall from the date of increase in wages, minimum wage rates, taxes or fringe benefits be adjusted by such actual increase; and
- There will be no bad debts, including losses from uncollectible accounts.

5. 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.

6. 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.

7. 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: Amy Shaffer

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

Title: CEO, Chartwells K12

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

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