

To: Tiffany Henyard
14409 Dobson Avenue
Dolton, Illinois 60419

From: Martin Lareau
Vice President, Administration
15800 South State Street

Subject: Cafeteria Contract

Dear Ms. Henyard,

On September 3, 2019, South Suburban College entered into an amended agreement with your business, Good Burger, for the provision of cafeteria and vending operations at South Suburban College's main campus. This agreement provides both the financial and service obligations of Good Burger and establishes, in Section 1., B., that the South Suburban College may terminate the agreement following notice of poor performance that is not remedied with thirty (30) days. This letter shall serve as notice of poor performance and non-compliance with the agreement. In the event these instances of poor performance and non-compliance are not resolved by April 22, 2022, the College shall terminate the agreement.

Below please find all matters that require remediation:

1. Section 2., A.: The College has received numerous complaints regarding food choices and the lack of nutritionally balanced meals. Per the agreement, each menu must include options that provide for healthy and nutritionally balanced meals.
2. Section 2., G.: The College Café has been closed without notification since October 27, 2021. Per the agreement, the Café is required to be open Monday-Friday each week the College is open.
3. Section 2., L.: Good Burger has failed to provide daily or weekly menus in the Café. Per the agreement, such menus must be posted and include pricing information.
4. Section 3., C.: Good Burger has failed to maintain the Café to the required standard of immaculate. Per the agreement, the Café must meet all sanitation and food service standards at all times.
5. Section 3., F.: Good Burger has failed to post, display, or provide Cook County Department of Public Health Sanitation reports. Per the agreement, such reports must be completed with a minimum score of 90 and made available in the matter set forth above.
6. Section 3., O. and Q.: Good Burger has failed to steam, clean, sanitize or wipe specific equipment as required and the Café remains inadequately clean. Per the agreement, specific cleaning practices are required to maintain a safe food preparation environment.

7. Section 6., A., H.: Good Burger is required to maintain adequate staff to operate the Café. The Café has been without adequate staff since October, 2021. Per the agreement, staffing must meet required levels to fulfill each and every obligation of the agreement.
8. Section 6., B.: Good Burger has failed to obtain College approval for all Good Burger Management personnel and has not engaged in any written consultation with the College regarding such personnel. Per the agreement, the College must review and approve any changes in management.
9. Section 6., K.: Good Burger is required to complete background investigations of all employees and consult with the College in the event of a positive criminal background investigation. At no point during the term of the Agreement has the College been consulted.
10. Section 9., A.: Good Burger has failed to pay the stated rental fee of \$416.67 per month. The College has agreed to waive rental fees from March 16, 2020 through August 30, 2021 and January, 2022. Therefore, an outstanding balance of \$2,497.02 (six months of rental fees) is owed.
11. Section 9., A.: Good Burger has failed to pay any vending sales commissions to the College. Per the agreement, Good Burger is obligated to pay 16% of profit from all vending sales. The College is owed vending sales commissions from September 3, 2019 through the date of this letter. Until such times as required financial documents are provided, the College cannot assess the amount owed.
12. Section 9., A.: Good Burger has failed to pay any Café commissions for the last 4 years. Good Burger acknowledged that additional Café commissions were due in the amount of at least \$1,057.16 and issued a check to the College on November 8, 2019. The check was returned for insufficient funds. The amount outstanding remains a minimum of \$1,057.16. The College will not agree that this is a full payment until all required financial documentation is provided to support this payment and all previous years.
13. Section 9., A.: Good Burger has failed to deposit any funds to the cleaning and equipment deposit. Per the agreement, Good Burger is required to deposit funds from both dining and vending commissions, up to a total of \$3,500.
14. Section 9., C.: Good Burger has failed to provide any financial statements to the College since 2019. Per the agreement, financial statements must be provided within 20 days of the close of the accounting period.
15. Section 9., D.: Good Burger has failed to provide a "Monthly Client Report" throughout the term of the agreement. Per the agreement, this report is a required obligation.
16. Section 10., A., B.: Good Burger has failed to undertake any marketing or promotion of the food service operation. Per the agreement, both marketing and development/production of materials is required.

Each and every of these matters, other than the past due payment, must be resolved within thirty (30) days from the date of this correspondence.

The College expects that all payments shall be remitted within ten (10) business days.