

**Agendum
Oakland University
Board of Trustees Formal Session
April 24, 2026**

**APPROVAL OF EXTENSION TO CONTRACT FOR RESIDENTIAL AND RETAIL
FOOD SERVICES ON CAMPUS
A Recommendation**

1. **Division and Department:** Finance and Administration

2. **Introduction:** Since July 2002, Compass Group North America-Chartwells Higher Education (Chartwells) has provided residential and retail campus food service. Concepts **currently operated** by Chartwells include: Pioneer Food Court (Oakland Center (OC)), the Market Oakland Center (OC), Bistro Zingerman's Coffee (OC), Hillcrest Dining Center, Vandenberg Dining Center, Tilly's Convenience Store (Oak View), The Hive (Hillcrest), Frankie's Cafe (Kresge), Atrium Cafe (Human Health Building) and Healy Cafe (Elliott).

Oakland University and Chartwells have built a relationship based on trust, respect, and collaboration. Support to the University is provided at the local, regional and national levels, resulting in continuous improvements and innovations in service, offerings and facilities for Oakland University students, faculty and staff.

In 2023, in response to increasing expenses and to remedy the current financial landscape and enrollment projections, Chartwells and Oakland University management changed the model from one in which Chartwells received a stated Board rate per student on a meal plan and retail and catering sales as revenue sources to cover the expenses associated with the program which now include sales commissions to OU; to a cost reimbursement structure where OU is responsible for all approved expenses associated with the program.

During the 2024-2025 academic year as part of the Campus Plan 2035, the University conducted a review of its student meal plan program through a formal Request for Proposal (RFP) process. Several firms were evaluated, however, due to the limited residential population and broad service scope, most were unable to propose a financially sustainable model

The RFP was structured around an unlimited dining model, which was ultimately determined to be misaligned with the University's needs and financial capacity, which limited vendor participation. Based on these findings, the University elected to continue its partnership with Chartwells and executed a contract amendment to strengthen the business model and enhance service delivery.

In September, 2025, leadership oversight of the contract for Residential and Retail Food Services for Oakland University transitioned from Student Affairs and Diversity to Finance and Administration.

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Negotiations on a new agreement have been underway since that time with a new agreement anticipated to come before the Board in June, 2026. A recommendation to extend the current agreement for one year is being requested at this time.

3. **Previous Board Action:** On June 5, 2002, the Board of Trustees approved a five-year contract with Chartwells to provide campus food service. On April 6, 2005, the Board of Trustees approved a seven-year extension with the option for two one-year mutual extensions. On December 14, 2014, the Board of Trustees approved a ten-year contract with Chartwells to provide campus food service. On February 15, 2021, the Board of Trustees approved a ten-year contract extension to provide services until June 30, 2035. On September 11, 2023 the Board approved an amendment which expired on June 30, 2025.

4. **Budget Implications:** For fiscal year 2026, the proposed one-year extension reflects a continuation of the existing dining services agreement, with minimal budgetary impact anticipated. Financial performance is expected to flex primarily with changes in meal plan participation, retail activity, and catering volume.

5. **Educational Implications:** The proposed changes to the agreement between the University and Chartwells will continue to provide a residential and retail dining experience to meet the changing needs and expectations of students, while factoring in the overall cost of providing such a robust food and dining program.

6. **Personnel Implications:** None.

7. **University Reviews/Approvals:** This recommendation was formulated by the Director of Auxiliary Finance and the Senior Vice President for Finance and Administration and was reviewed by the Interim Vice President for Student Affairs and the President.

8. **Recommendation:**

RESOLVED, that the Senior Vice President for Finance and Administration be authorized to extend the current lease with Compass Group North America – Chartwells for one year and negotiate and execute a new food service contract with Compass Group North America-Chartwells Higher Education for residential and retail food services on campus; and, be it further

RESOLVED, that the agreement be reviewed and approved by the Vice President for Legal Affairs and General Counsel prior to execution, and be in compliance with the law and with University policies and regulations, and conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.

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9. Attachments:

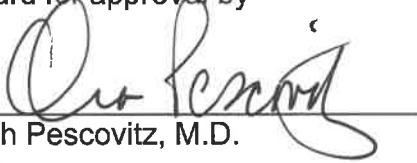
A. Dining Services Amendment Number Eleven to Food Services Agreement

Submitted to the President
on Apr 14, 2026, 2026 by



Stephen W. Mackey
Senior Vice President for Finance and Administration
and Treasurer to the Board of Trustees

Recommended on 4/15, 2026
to the Board for approval by



Ora Hirsch Pescovitz, M.D.
President

Reviewed by:



Michael W. Wadsworth
Interim Vice President for Student Affairs



Joshua D. Merchant, Ph.D.
Chief of Staff and
Secretary to the Board of Trustees

**AMENDMENT NUMBER ELEVEN TO
FOOD SERVICES AGREEMENT**

This Amendment Number Eleven to Food Services Contract effective as of the date of the last signature below, is between Oakland University (“OU”) and Compass Group USA, Inc. by and through its Chartwells Division (“Chartwells”) (individually each a “Party” and collectively the “Parties”).

WHEREAS, OU and Chartwells are parties to that certain Food Services Agreement made and entered July 1, 2015, as amended by that certain First Amendment to Food Services Agreement dated July 1, 2016, and by that Second Amendment to Food Services Agreement dated July 1, 2016, and by that Third Amendment to Food Services Agreement dated January 1, 2018, and by that Fourth Amendment to Food Services Agreement dated July 1, 2018, and by that Fifth Amendment to Food Services Agreement dated September 5, 2018, and by that Sixth Amendment to Food Services Agreement dated July 1, 2019, and by that Seventh Amendment to Food Services Agreement dated October 1, 2019, and by that Eighth Amendment to Food Services Agreement dated May 1, 2021, and by that Ninth Amendment to Food Services Agreement dated July 1, 2023, and by that Tenth Amendment dated July 7, 2025, (collectively, the “Agreement”) and;

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Term: Section XV, Term and Termination, of the Agreement is amended by deleting subsection A thereof in its entirety and replacing it with the following:

A. Subject to the section B, below, the term of the Agreement shall commence on July 1, 2015, and continue through June 30, 2026.

3. 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 by Amendments 1 through 10 and this Amendment 11, 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.

4. 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.

5. 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.

OAKLAND UNIVERSITY

COMPASS GROUP USA, INC. by
and through its Chartwells Division

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____

APPROVED

By JJH at 3:44 pm, Jan 21, 2026