# School Nutrition Programs Renewal of Joint Agreement School Year \_\_\_\_\_

A school food authority (SFA) and Site may mutually agree to renew a joint agreement for up to four (4) oneyear periods after the end of the original one-year joint agreement.

	(SFA)
	Cyber-Linked Interactive Child Nutrition System (CLiCS) sponsor ID
number and	(site)
	CLiCS Site ID number agree to renew the original School Nutrition
programs joint agreement, which ended	, for the period of
through	(not to exceed one year).

#### **Renewal of Contract**

SFA and Site mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times (Use 2, 3, 4, or 5 to specify year of contract).

This is the \_\_\_\_\_\_ year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: \_\_\_\_\_\_ End Date for Renewed Contract: \_\_\_\_\_

#### Termination

SFA or Site may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

## **Adjustments to Contract**

Site will pay the fixed meal prices specified in the original contract, as adjusted here. SFA will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal service, the table below shows the 2024–25 meal price, the mutually agreed percentage increase, and the 2025–26 meal price (rounded to the nearest whole cent). **The percentage increase may not exceed 3.1%** (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2024.) **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk** *must* **be included in total fixed meal price).** 

SFA and Vendor mutually agree to the 2025–26 meal prices shown below:

Meal Type	2024–25 Price	Percentage Increase	2025–26 Price
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$

Charges outside the scope of this contract must be procured and invoiced separately.

Site has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Site may deny the charge. Site may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the SFA's account. Site will notify SFA of the short payment to the invoice with unallowable charges or obligation to pay which vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Site's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.** 

## **Non-Financial Terms**

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made.

Describe any adjustments to non-financial terms here:

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

SFA:		
Authorized Representative	Title of Authorized Representative	
Telephone		
Signature	Date	
Site		
Authorized Representative	Title of Authorized Representative	
Telephone		
Signature	Date	

## **USDA Child Nutrition Programs Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online

at: <u>https://www.usda.gov/sites/default/files/documents/ad-3027.pdf</u>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) **mail:** U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: program.intake@usda.gov

This institution is an equal opportunity provider.