| Date of Original Contract: 7/1/2024 | Year of Renewal (check the appropriate box) |             |     | appropriate box) |
|-------------------------------------|---------------------------------------------|-------------|-----|------------------|
|                                     | $\boxtimes$ 1                               | $\square$ 2 | □ 3 | □ 4              |

# Contract Renewal Agreement for Food Service Management Company Child Nutrition Programs

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning 7/1/2025, and ending 6/30/2026 The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the Food Service Management Company (FSMC) and the School Food Authority (SFA).

The FSMC shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

School Year 2025-2026 A la carte equivalency factor is \$5.03.

## PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

|                                  | 2024-2025 Rate(s) | 2025-2026 Rate(s)** | Percentage Increase *** |
|----------------------------------|-------------------|---------------------|-------------------------|
| School Nutrition Programs (SNP)  |                   |                     |                         |
| Reimbursable Breakfast w/ Milk   | \$2.2000          | \$2.2660            | 3.0%                    |
| Reimbursable Lunch w/ Milk*      | \$4.2180          | \$4.3445            | 3.0%                    |
| A la Carte Equivalent Meal Rate* | \$4.2180          | \$4.3445            | 3.0%                    |
| Reimbursable After School Snack  | \$1.1000          | \$1.1330            | 3.0%                    |
| Special Milk Program (SMP)       |                   |                     |                         |
| Management Fee per School Meal   |                   |                     |                         |
| (Breakfast and Lunch)            |                   |                     |                         |

| Child and Adult Care Food Program (CACFP)           |          |          |      |  |
|-----------------------------------------------------|----------|----------|------|--|
| Reimbursable At-Risk After School Snack             |          |          |      |  |
| Reimbursable At-Risk After School<br>Supper w/ Milk | \$4.2000 | \$4.3260 | 3.0% |  |
| Reimbursable AM/PM Snack (Pre-K)                    |          |          |      |  |

| Summer Food Service Program (SFSP) |          |          |      |
|------------------------------------|----------|----------|------|
| Reimbursable Breakfast w/ Milk     | \$2.2000 | \$2.2660 | 3.0% |
| Reimbursable Lunch w/ Milk         | \$4.2180 | \$4.3445 | 3.0% |

<sup>\*</sup>Rates must be the same.

| Sodexo America, LLC           |       |          |
|-------------------------------|-------|----------|
| Food Service Management Compa | any   |          |
| 915 Meeting Street            |       |          |
| Street Address                |       |          |
| North Bethesda                | MD    | 20852    |
| City                          | State | Zip Code |

By submission of this proposed renewal agreement, the FSMC certifies that, in the event they receive a renewal award under this solicitation, the FSMC shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one calendar year.

<sup>\*\*</sup>Rates must not be rounded up. Do not exceed four decimal places.

<sup>\*\*\*</sup>Percentage increase must not exceed the allowable increase established in the original contract.

| Whichough Is the traine                     | Senior Vice President | April 1, 2025     |
|---------------------------------------------|-----------------------|-------------------|
| Authorized Signature of FSMC                | Title                 | Date              |
| SFA Acceptance of FSMC Contract Renewal Agr | eement                |                   |
|                                             |                       |                   |
| East Aurora School District 131             | 31045131022A1         |                   |
| School Food Authority (SFA)                 | Agreement No          | umber (RCDT Code) |
|                                             |                       |                   |
| Authorized Signature of SFA                 |                       | Date              |

## **Contract Renewal Agreement Certification Form**

The Contract Renewal Agreement Certification Statement must be completed and signed by the School Food Authority's (SFA's) authorized representative.

| Α. | School | Food | Authority | / Information |
|----|--------|------|-----------|---------------|
|----|--------|------|-----------|---------------|

| Agreement Number (RCDT Code) <u>31045131022A1</u>            |
|--------------------------------------------------------------|
| School Food Authority <u>East Aurora School District 131</u> |
| FSMC Name Sodexo America, LLC                                |

#### **B. Contract Renewal Terms**

Per the contract renewal terms stated in the contract, the maximum allowable percentage increase that may be applied to the fixed meal rates and fixed management fees is as follows (refer to the original contract for renewal terms; check the appropriate box):

| □ CPI–All (Dec)                  | 2.9%                            |
|----------------------------------|---------------------------------|
| ☐ CPI–Food Away from Home (Dec)  | 3.6%                            |
| ☐ CPI–Food (Dec)                 | 2.5%                            |
| ☐ CPI–Food Away from Home (Dec)  | not to exceed (insert number) % |
| ☑ Other (specify)3% contract cap |                                 |

Source: Consumer Price Index- December 2024

## **C.** Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

I understand revisions cannot be made to the executed FSMC Contract without first submitting proposed revisions to the Illinois State Board of Education for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand all contract information provided to the Illinois State Board of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for School-Based Child Nutrition Programs.

I certify the Contract Renewals documents submitted to ISBE have been reviewed by the School Food Authority and the School Food Authority's legal counsel, as deemed necessary, to ensure compliance with all Local, State and Federal regulations, statutes, and policies.

I certify that no third-party entity prepared the contract renewal documents, requested amendments, and USDA foods entitlement utilization data below.

| SFA Authorized Representative Signature                                       | Title                     | E-mail            | Date                           |            |
|-------------------------------------------------------------------------------|---------------------------|-------------------|--------------------------------|------------|
|                                                                               |                           |                   |                                |            |
| by the FSMC as verified by monthly invoices**                                 |                           |                   |                                |            |
| **Date of certification must be as of the date co                             | ontract renewal is signed | based on year     | r-to-date <u>actual</u> credit | s received |
| OSB/ COOKS Entitlement Offization Fere                                        | .c                        | <del>''</del> (   | <i>5   1</i>                   |            |
| USDA Foods Entitlement Utilization Perc                                       | centage as of (3/20/2020  | <mark>;)</mark> ( | B / A)69.52                    |            |
| School Year 2024-25 USDA Foods credits issued                                 | to the SFA by the FSMC    | (B)               | \$168,700                      |            |
| School Year 2024-25 <u>USDA Foods Entitlement</u> Ar                          | mount (including Bonus)   | (A)               | \$242,660                      |            |
| I certify that all contract provisions, including tho possible have been met: |                           |                   |                                |            |

# **D.** Required Documentation

The SFA must submit signed <u>copies</u> of the following documents to our office, prior to the expiration of your current contract, in order to obtain approval of your 2026 Child Nutrition Program Sponsor Application. <u>Originals should be retained in your files</u>. **Send the forms and documents only once**; for example, do not email and mail.

- Contract Renewal Agreement (pages 1-2)
- Contract Renewal Agreement Certification Form (pages 3-4)
- USDA Foods Entitlement Tracking Log. THIS IS TO BE COMPLETED BY THE SFA NOT THE FSMC.
- Copy of the <u>SFA FSMC Monitoring form(s)</u>. **THIS IS TO BE COMPLETED BY THE SFA NOT THE FSMC.**
- Certification forms, as applicable, signed annually by the contractor.
  - <u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier</u>
     <u>Covered Transactions</u>,
  - o Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements,
  - Disclosure of Lobbying Activities-

Mail <u>or</u> email to:

Nutrition Department Illinois State Board of Education 100 North First Street W270 Springfield, IL 62777-0001

Email: NutritionProcurement@isbe.net