

Date of Original Contract: 5/20/2024	Year of Renewal (Check Box) <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4
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School Food Authority Name: AURORA EAST USD #131  
 Agreement Number (RCDT Code): 31-045-131-22

## Food Service Management Company Contract Renewal Agreement School Nutrition Programs School Year 2026-2027

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning 7/1/2026, and ending 6/30/2027. 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. This agreement shall not exceed one calendar year.

[School Year 2026-2027 A la carte equivalency factor is \\$5.20.](#)

	2025-2026 Rate(s)	2026-2027 Rate(s)**	Percentage Increase ***
<b>School Nutrition Programs (SNP)/ Seamless Summer Option (SSO)</b>			
Reimbursable Breakfast w/ Milk	2.49	2.564	3.0
Reimbursable Lunch w/ Milk*	4.114	4.237	3.0
A la Carte Equivalent Meal Rate*	4.114	4.237	3.0
Reimbursable After School Snack	1.13	1.16	3.0
Special Milk Program (SMP)			
Management Fee per School Meal (Breakfast and Lunch)			

<b>Child and Adult Care Food Program (CACFP)</b>			
Reimbursable At-Risk After School Snack	1.13	1.16	3.0
Reimbursable At-Risk After School Supper w/ Milk	4.114	4.237	3.0
Reimbursable AM/PM Snack (Pre-K)			

<b>Summer Food Service Program (SFSP)</b>			
Reimbursable Breakfast w/ Milk	2.49	2.564	3.0
Reimbursable Lunch w/ Milk	4.144	4.237	3.0

- \*Rates must be the same.
- \*\*Rates must not be rounded up. Do not exceed four decimal places.
- \*\*\*Percentage increase must not exceed the allowable increase established in the original contract.

**Buy American Provision Amendment**

The Food Service Management Company (“FSMC”) shall comply with all Buy American requirements applicable to the commercial food program as outlined in [7 CFR 210.21\(d\)](#) and [7 CFR 220.16\(d\)](#), respectively. The FSMC shall maintain complete and accurate purchase records and supporting documentation identifying all non-domestic commercial food program purchases, including, for each such purchase, the food item and unit cost, as well as documentation of the total commercial food program purchases made during each school year.

The FSMC shall make such records and documentation available to the School Food Authority (“SFA”) no less than monthly during the school year, or more frequently upon request by the SFA. In addition, the FSMC shall provide the SFA

with a written report aggregating: (i) total non-domestic commercial food program purchases; (ii) total domestic commercial food program purchases; and (iii) total commercial food program purchases.

Beginning with School Year 2025–2026 (July 1, 2025), the FSMC shall monitor and track all commercial food program purchases to ensure that no more than ten percent (10%) of such purchases are non-domestic. Beginning with School Year 2028–2029 (July 1, 2028), the maximum allowable percentage of non-domestic purchases shall be reduced to eight percent (8%). Beginning with School Year 2031–2032 (July 1, 2031), the maximum allowable percentage of non-domestic purchases shall be further reduced to five percent (5%).

Failure to comply with the requirements of this provision shall constitute a material breach of this Agreement and may result in corrective action, remedies, or other enforcement measures as permitted under this Agreement and applicable federal and state regulations.

## **FSMC Acceptance of Contract Renewal Agreement**

By submission of this proposed renewal agreement, the FSMC certifies that the FSMC shall operate in accordance with the original contract terms and conditions and all applicable current Child Nutrition Program rules and regulations.

WHITSONS NUTRITION, LLC

FSMC Name

1800 MOTOR PKWY.

FSMC Street Address

ISLANDIA

City

NEW YORK

State

11749

Zip Code

 Sr. V.P. & General Counsel

Title

2/11/26

Date

FSMC Authorized Representative Signature

BY: Greg Robbins

## **SFA Acceptance of Contract Renewal Agreement**

By submission of this proposed renewal agreement, the SFA certifies that the SFA shall operate in accordance with the original contract terms and conditions and all applicable current Child Nutrition Program rules and regulations.

AURORA EAST USD #131

SFA Name

310 Seminary Avenue

SFA Street Address

Aurora

City

IL.

State

60505

Zip Code

SFA Authorized Representative Signature

Title

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.

### A. School Food Authority Information

Agreement Number (RCDT Code): 31-045-131-022

School Food Authority Name: AURORA EAST USD #131

FSMC Name: WHITSONS NUTRITION, 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**):

- |   |                  |
|---|------------------|
| <input type="checkbox"/> CPI-All (Dec)                            | 2.7%             |
| <input type="checkbox"/> CPI-Food Away from Home (Dec)            | 4.1%             |
| <input type="checkbox"/> CPI-Food (Dec)                           | 3.1%             |
| <input checked="" type="checkbox"/> CPI-Food Away from Home (Dec) | not to exceed 3% |
| <input type="checkbox"/> Other (specify) _____                    |                  |

Source: [Consumer Price Index-December 2025](#)

### 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.

