

UNIVERSITY OF THE STATE OF NEW YORK  
NEW YORK STATE EDUCATION DEPARTMENT  
CHILD NUTRITION PROGRAM ADMINISTRATION  
ROOM 55 · ALBANY, NEW YORK 12234-0055

**2001-2002 EXTENSION OF CONTRACT FOR SCHOOL FOOD SERVICE  
MANAGEMENT**

**INSTRUCTIONS**

This section represents a restatement of information from the original Agreement. If the contract was bid on a per meal basis, record the original bid price and the direct cost and administrative fee figures from which the bid price is comprised. If the contract was awarded on the basis of an annual administrative fee record that amount from the original agreement.

Any district that bid under Option A should report the annual return to the district guaranteed by the vendor in the space provided.

**SECTION I**

An original agreement having been made on \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between \_\_\_\_\_  
Month Day Year (School Food Authority)  
in the County of \_\_\_\_\_, New York, party of the first part, and \_\_\_\_\_  
(Food Service Company)  
party of the second part, under and pursuant to the provisions of Section 1709, subdivision 22 of  
Education Law and Section 210.16, Part 7 of the Consolidated Federal Regulations for the period  
commencing on \_\_\_\_/\_\_\_\_/\_\_\_\_ and ending on \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year Month Day Year  
**for Lunch** in the total amount of \$ \_\_\_\_ . \_\_\_\_ per meal, which is comprised of \$ \_\_\_\_ . \_\_\_\_ for  
the direct cost per meal and \$ \_\_\_\_ . \_\_\_\_ for the administrative fee per meal.

**For Breakfast** a total per meal fee of \$ \_\_\_\_ . \_\_\_\_ which is comprised of \$ \_\_\_\_ . \_\_\_\_  
for direct cost per meal and \$ \_\_\_\_ . \_\_\_\_ for the administrative fee per meal. **Or** on an

**ANNUAL/PER MEAL** administrative fee basis, the **FEE** of \$ \_\_\_\_ . \_\_\_\_ .

If contract was bid under Option A (Guaranteed Return to the District) the party of the  
second part shall pay the party of the first part an annual amount of \$ \_\_\_\_ . \_\_\_\_ .

(See Reverse Side)

SECTION II

**INSTRUCTIONS**

This section should be completed by the School Food Authority entering into a contract extension and refers to the upcoming school year. The percentage increase must be based on the Consumer Price Index for Urban (CPI-U) consumers in the New York-Northeastern New Jersey area. The CPI-U for the 12-month period immediately preceding the month in which the contract ends must be used. (Education Law 305.)

Following to the provision of Section 305, subdivision 14 of Education Law and Section 114.2 of the Regulations of the Commissioner of Education and Section 210.16, Part 7 of the Consolidated Federal Regulations, the parties hereto mutually agree to extend the agreement for a period of one year commencing on \_\_\_ / \_\_\_ / \_\_\_ and ending on \_\_\_ / \_\_\_ / \_\_\_ with the first day of food service being \_\_\_ / \_\_\_ / \_\_\_.

**IT IS FURTHER** agreed that the percentage of increase in cost, if any, for services rendered during the one year period of this extension will be \_\_\_\_\_% and that the party of the first part shall pay the party of the second part **For Lunch** a total sum of \$\_\_\_\_.\_\_\_\_ per meal which is comprised of \$\_\_\_\_.\_\_\_\_ for direct cost per meal and \$\_\_\_\_.\_\_\_\_ for administrative cost per meal. **For Breakfast** a total sum of \$\_\_\_\_.\_\_\_\_ per meal which is comprised of \$\_\_\_\_.\_\_\_\_ for direct cost and \$\_\_\_\_.\_\_\_\_ for administrative cost per meal. **Or** on an **ANNUAL/PER MEAL** administrative fee basis, the **FEE** of \$\_\_\_\_.\_\_\_\_.

If original contract was bid under Option A (Guaranteed Return to the District) the party of the second part shall pay the party of the first part an annual amount of \$\_\_\_\_.\_\_\_\_.

Reimbursable meal prices are set at \$\_\_\_\_.\_\_\_\_ for full price breakfast, \$\_\_\_\_.\_\_\_\_ for reduced price breakfast and \$\_\_\_\_.\_\_\_\_ for full price lunch and \$\_\_\_\_.\_\_\_\_ for reduced price lunch.

The extension has been determined as follows:

- (1) The costs herein shall not exceed the contracted cost of the preceding year by more than the percentage increase of the Consumer Price Index for Urban consumers.
- (2) All of the items of said agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this extension of agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2001.  
(Date) (Month)

\_\_\_\_\_  
Party of the First Part - Board of Education President/  
Executive Director

\_\_\_\_\_  
Party of the Second Part  
FSMC Authorized Signatory

\_\_\_\_\_  
Title

<b>SED APPROVED:</b>		
_____ New York State Education Department Official	_____ Date	_____ Regional Office