

SFA Name: REDWATER ISD (TEXARKANA ISD) SFA ID: 1402

Renewal Contract Amendment No.

CHILD NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY CONTRACT
School Year 2027-2028

This amendment ("Amendment") by and between the parties shown below shall be effective as of the date this Amendment is fully executed.

FOOD SERVICE MANAGEMENT COMPANY CONTRACT

School Food Authority(SFA):

REDWATER ISD
(TEXARKANA ISD)

Food Service Management Company (FSMC):

-- Select FSMC --

Contract No.:

Original Contract Effective Date:

July 1,

Renewal Contract Term:

July 1,2027 through
June 30,2028

Renewal Contract Amendment No.:

0

Whereas, the Food Service Management Company Contract defined above ("Contract") has an initial contract term commencing July 1, ,
and ending June 30, ;

Whereas, SFA and FSMC seek to exercise their option to renew the Contract for an additional one-year term; and

Whereas, SFA and FSMC warrant they have complied with all requirements of the Contract during the Current Contract Term;

Now, therefore, in consideration of the foregoing, the undersigned parties agree as follows:

1. **Renewal of Contract.** Pursuant to Section 1 of the General Contract Terms, this Contract is hereby renewed for a period of one year commencing July 1, 2027, and ending June 30, 2028, unless terminated in accordance with the terms of the Contract.
2. **Price Adjustments.** Meal rates for the renewed contract year may be adjusted (increased or decreased) in an amount not to exceed the annual percent change of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Food Away from Home series. SFA and FSMC have mutually agreed to the prices or fees for the renewed contract year as set forth in the Fixed Price Meal Rates (Attachment 1) attached to this Amendment and fully incorporated herein.
3. **The projected budget for the renewed contract year is shown in the Food Service Budget (Attachment 2) sheet attached to this Amendment and fully incorporated herein.**
4. **Meal Equivalents Rate or Meal Equivalency Factor.** The meal equivalents rate or meal equivalency factor is determined based on the previous year's Federal free rate of reimbursement + State match reimbursement rate + the value of USDA Foods.
5. **Additional Non-Material Scope and Contract Modifications.** Modifications effective in the renewed contract year which do not create a material change are described in the Additional Contract Modifications (Attachment 3) attached to this Amendment and fully incorporated herein.
6. **Revised Program Requirements.** FSMC agrees to meet all Child Nutrition Program requirements including requirements that become effective during the renewed contract year.
7. **Labor Attrition.** The SFA shall retain and maintain all existing SFA Child Nutrition Program staff positions that have not transitioned through attrition prior to the execution of this Renewal Amendment. Effective July 1, 2027, no SFA Child Nutrition Program staff position shall be transitioned through attrition to an FSMC staff position for the SFA's Child Nutrition Program. In the event an SFA Child Nutrition Program position becomes vacant on or after July 1, 2027, the SFA shall actively recruit and fill such vacancy as an SFA Child Nutrition employee position, maintaining full operational capacity and ensuring no shift of responsibilities to the FSMC.
8. **Entire Agreement.** Except as set forth in this Amendment, the provisions and conditions of the Contract and all amendments thereto are unaffected and shall continue in full force and effect. This Amendment and the Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment shall prevail.

9. Signature Warranties. Each person signing below represents and warrants that he or she is authorized to execute and bind their respective party to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representative.

School Food Authority

Name of SFA

REDWATER ISD
(TEXARKANA ISD)

Signature of Authorized Representative

Date

mm/dd/yyyy

Printed/Typed Name of Authorized Representative

Title

Food Service Management Company

Name of FSMC

Signature of Authorized Representative

Date

mm/dd/yyyy

Printed/Typed Name of Authorized Representative

Title

Renewal Sample

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Contract Renewal School Year 2027-2028

Attachment 1 - Fixed price Meal Rates

School Nutrition Program(s)	Current School Year Rate	Percentage Changed	Renewal School Year Rate*
National School Lunch program			
Breakfast (SBP)	\$	%	\$ 0.0000
Lunch (NSLP)	\$	%	\$ 0.0000
Afterschool Care Program (ASCP)	\$	%	\$ 0.0000
Child and Adult Care Food Program (CACFP)			
At-Risk Breakfast	\$	%	\$ 0.0000
At-Risk Lunch/Supper	\$	%	\$ 0.0000
At-Risk Snack	\$	%	\$ 0.0000
Traditional Breakfast	\$	%	\$ 0.0000
Traditional Lunch	\$	%	\$ 0.0000
Traditional Snack	\$	%	\$ 0.0000
Summer Programs			
Breakfast (SFSP/SSO)	\$	%	\$ 0.0000
Lunch (SFSP/SSO)	\$	%	\$ 0.0000
Snack (SFSP/SSO)	\$	%	\$ 0.0000
Non-Program Meal Equivalent	\$	%	\$ 0.0000
Special Milk Program (SMP)	\$	%	\$ 0.0000

* No more than four decimal points and final decimal point does not round up.

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Contract Renewal School Year 2027-2028

Attachment 2 - Food Service Budget

Projected Revenue: Based on _____ (Number) days of meal service in School Year 2027-2028, using 2026-2027 reimbursement rates, the SFA shall multiply the rates by the actual meals served from School Year 2025-2026. If the SFA participation in the current year is decreasing or increasing the SFA budget must reflect the projection in accordance with an estimation of current year's data.

Revenue:

Local

Student Breakfast Sales Revenue	\$	
Student Lunch Sales Revenue	\$	
Adult & À la carte Sales Revenue	\$	
Catering & Other Non-Program Revenue	\$	
Total Sales	\$	0.00

Reimbursement

School Breakfast Program	\$	
National School Lunch Program	\$	
After-school Snack Program	\$	
Child and Adult Care Food Program	\$	
Summer Meal Program(SSO/SFSP)	\$	
State Matching Reimbursement	\$	
Other Federal/State Reimbursement	\$	
Total Reimbursement	\$	0.00

End of the Prior Year Net Cash Resource(Fund Balance):

\$

Projected Total Revenue: (Total Sales + Total Reimbursement + Fund Balance)

\$ 0.00

Expenses:

Projected Total Expenses \$

Estimated Budget Projection:

Projected Total Revenue - Projected Total Expenses

\$ 0.00

USDA Foods Entitlement Allocation Estimate:

\$

Is there a guarantee required in the initial year's contract?

- ☐ Yes (If yes, amount)
☐ No

\$

Note: If a guarantee was included in initial term the guarantee amounts specified in the initial term must be implemented for each subsequent renewal term.

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Contract Renewal School Year 2027-2028

Attachment 3 - Additional Contract Modifications

Scope and other contract modifications in current or optional renewal years are not permitted unless provided for in the published Request for Proposal (RFP) and incorporated into the resulting contract.

The following modifications to the SFA's Child Nutrition Program ("CNP") operations, which were stipulated in the original RFP and incorporated into the Contract, will be implemented or effective in the renewed contract year.

- ☐ No changes
- ☐ Modifications to Site Information (Exhibit A of the RFP):
- Add Site – The RFP identified the site as an anticipated new campus, and the SFA is now adding the site to the SNP to be managed by the FSMC under the Contract
 - Delete Site – The RFP identified the site as an anticipated closed campus, and the SFA is now removing an existing site affected by a school closure or decreased enrollment.
 - Modify Site – The RFP identified the site as an anticipated Program addition or modification in which the SFA is changing an existing site to Special Provision 2 or the Community Eligibility Provision, or the SFA is changing the programs to be operated at an existing site.

Type of modification	Name of site	Description of change(s) to programs to be operated at the site, if applicable
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- ☐ Additional non-material contract modifications described here:

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Contract Review Form

Upload Contract Review form for the contract renewal.

Renewal Sample

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Reconciliation Record

Upload and review USDA reconciliation documentation for the contract renewal.

Renewal Sample

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2027-2028 CONTRACT RENEWAL CHECKLIST

Per 7 CFR 210.19(a)(5), State Agencies must annually review contracts (including all supporting documentation) between SFAs and FSMCs to ensure compliance with federal regulations before execution of the contract by either party. Ref: USDA FSMC Guidance for SFAs, May 2016, pages 14-15.

This checklist must be completed and submitted to TDA with the referenced items attached no later than February 12, 2027, for contract renewals for the 2027-2028 School Year.

1. SFA intends to renew its FSMC contract for the 2027-2028 school year with (Company):

2. ☐ Contract Renewal

Complete and submit your contract renewal amendment to coincide with the upcoming school calendar year and the correct renewal year. Review your original contract to determine the correct number of renewals.

3. ☐ Fee Adjustments

Check the appropriate box below, and complete and submit **Attachment 1**, Fixed Price Meal Rates, of the renewal documents.

- ☐ No Fee Adjustments
☐ Fee Increase
☐ Fee Decrease

Methodology for fee increases/decreases including Allocated Charges must be linked to the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers, Food Away from Home. A methodology and calculation that the SFA received from the FSMC must be provided for any fee changes to reflect the percentage of adjustment in the CPI.

4. ☐ Food Service Budget

Complete and submit **Attachment 2**, Food Service Budget, of the renewal documents.

5. ☐ Site modifications (additions and/or deletions)

Complete and submit **Attachment 3**, Additional Contract Modifications, of the renewal documents. List any adjustments to the schools served by the FSMC, as indicated in the initial RFP solicitation. Adding or deleting sites not identified in the initial RFP as a future site constitute a material change and requires a new solicitation.

6. ☐ Current FSMC Contract Review Form

Submit the most recent FSMC Contract Review completed by the SFA representative. **If applicable, The Review must include corrective action, and any follow-up review related to ensure compliance.*

Provide the dates of the last two (2) reviews completed by the SFA:

Date of most recent FSMC Contract Review completed:

Date of the prior FSMC Contract Review completed:

7. ☐ 2025-2026 USDA Foods Annual Reconciliation

The record must include the following information:

- Beginning entitlement dollars.
- The value of donated foods received. Select the One That Apply ▼ for the school year.
- FSMC invoice crediting the value of donated food received. Select the One That Apply ▼
- Entitlement remaining balance.

8. ☐ Administrative Review/Procurement Review information.

When was your most recent Administrative Review by TDA?

When was your most recent Procurement Review by TDA?

Did your SFA have any findings in areas operated by the FSMC vendor? ☐ Yes ☐ No

If yes, please explain the finding(s) and how or if resolved?

Explain findings

Did any of the findings result in fiscal action? ☐ Yes ☐ No

If yes, please explain the finding(s) and how or if resolved?

Explain findings

9. ☐ SFA Contact

Provide contact information for the individual responsible for answering questions and correspondence concerning its food service operation:

Name:

Job Title:

Telephone number:

Email Address

Renewal Sample