

TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

05/07/25

VIA EMAIL TO: usamah.rodgers@desotoisd.org, gene.morrow@desotoisd.org

Dr. Usamah Rodgers DeSoto ISD

RE: Food Service Management Company (FSMC) Renewal Approval for 2025-2026.

Name of Approved Vendor: Whitsons Nutrition, LLC

Dear Dr. Usamah Rodgers,

The Texas Department of Agriculture (TDA) has received and reviewed the FSMC contract renewal documents for the 2025-2026 school year. The contract renewal, as submitted, is approved for execution. Approval does not mean clearance from compliance requirements within the submitted documents. Those will continue to be reviewed and assessed in future administrative and procurement reviews.

Changes to the contract are not permitted unless written approval from TDA is obtained before the contract is executed. Contracts that are altered or amended in any way may result in unallowed costs that require reimbursement from non-federal funds or a rebid of the contract.

Submit a copy of the complete contract, signed by all parties to FSMC@TexasAgriculture.gov no later than June 20, 2025.

Contracts and supporting documentation including all procurement documents must be retained and are subject to review by the U.S. Department of Agriculture and other federal and state agencies. It is the Contracting Entities responsibility to ensure the Food Service operation is in compliance with regulations.

If you have any questions, please contact FSMC@texasagriculture.gov.

Sincerely,

Stephanie Robinson

Stephanie Robinson, MBA Administrator, Business Management Food and Nutrition Division Texas Department of Agriculture cc: ESC FSMC mailbox



SFA: DeSoto ISD

SFA ID: 00277

2025-2026 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: 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 14, 2025, for contract renewals for the 2025-26 School Year.

- 1. SFA intends to renew its FSMC contract for the 2025-2026 school year with (Company): Whitsons Nutrition, LLC.
- 2. \square 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. \square 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 Consumer Price Index (CPI) for All Urban Consumers, Food Away from Home. <u>A methodology and calculation must be provided for any fee changes to reflect the percentage of adjustment in the CPI.</u>

4. K 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.

SFA: DeSoto ISD

6. Current FSMC Contract Review Form

Submit the most recent FSMC Contract Review completed by the SFA representative. *Submission 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: 10/8/2024 Date of the *prior* FSMC Contract Review completed: 10/19/2023

7. 🛛 2023-2024 USDA Foods Annual Reconciliation

The record must include the following information:

- Beginning entitlement dollars.
- The value of donated foods received monthly for the school year.
- FSMC invoice crediting the value of donated food received monthly.
- Entitlement remaining balance
- 8. Administrative Review/Procurement Review information.

When was your most recent Administrative Review by TDA?	11/18/2024
When was your most recent Procurement Review by TDA?	11/18/2024

Did your SFA have any findings in areas operated by the FSMC vendor? \square Yes \square No If yes, please explain the finding(s) and how or if resolved?

Explain findings-The SFA has not received the official review results but the FSMC did have a preliminary finding in the area of (400)Meal Components and Quanities-Lunch. The FSMC has addressed the preliminary by providing additional training to the staff. We are still waiting on the final report.

Did any of the findings result in fiscal action? \Box Yes \boxtimes No

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

Explain findings – At this time, the SFA has not received the final report which would include fiscal action.

9. \boxtimes SFA contact

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

Name	Gene Morrow Jr
Job Title	Exec. Director of Student Support Services
Telephone Number	972-223-6666
Email Address	gene.morrow@desotoisd.org



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

CONTRACT RENEWAL NO. 001

School Nutrition Programs Food Service Management Company Contract School Year 2025-2026

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): DeSoto ISD					
Food Service Management Company (FSMC):	Whitsons Nutrition, LLC.				
Contract No.:	24-010				
Original Contract Effective Date:	July 1, 2024				
Renewal Contract Term:	July 1, 2025 through June 30, 2026				
Amendment No.:	001				

Whereas, the Food Service Management Company Contract defined above ("Contract") has an initial contract term commencing July 1, 2024, and ending June 30, 2025;

Whereas, SFA and FSMC wish to renew the Contract for an additional one-year term; and

Whereas, FSMC warrants it has 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. The Contract is hereby renewed for a period of one year commencing July 1, 2025, and ending June 30, 2026, 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 attached to this Amendment (Attachment 1) and fully incorporated herein.
- 3. The projected budget for the renewed contract year is shown in the Food Service Budget sheet attached to this Amendment (Attachment 2) 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 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 form attached to this Amendment (Attachment 3) and fully incorporated herein.
- 6. Revised Program Requirements. FSMC agrees to meet all School Nutrition Program requirements including requirements that become effective during the renewed contract year.
- 7. 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.
- 8. 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

DeSoto ISD		
Name of SFA		
Signature of Authorized Representative	Date	
Gene Morrow Jr		
Printed/Typed Name of Authorized Representative		
Executive Director of Student and Staff Support Services		
Title		
FOOD SERVICE MANAGEMENT COMPANY		
FOOD SERVICE MANAGEMENT COMPANY		
Whitsons Nutrition, LLC.		
Name of FSMC		
Signature of Authorized Representative	Date	
Dennis Gomez		
Printed/Typed Name of Authorized Representative		
Regional Vice President, Operations		
Title		
50		



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

DeSoto ISD	
SFA	

	00277
SFA ID	

Contract Renewal School Year 2025-2026 Attachment 1 Meal Rates

School Nutrition Program(s)	Curren	t School Year Rate	Percentage Changed	Renewal School Year Rate				
National School Lunch Program:								
Breakfast (SBP)	\$	2.0900	3.6000%	\$	2.1652			
Lunch (NSLP)	\$	3.7000	3.6000%	\$	3.8332			
Afterschool Care Program (ASCP)				\$	-			
Child and Adult Care Food Program (CA	CFP):							
At-Risk Breakfast				\$	-			
At-Risk Lunch/Supper	\$	3.7000	3.6000%	S	3.8332			
At-Risk Snack				\$	-			
Traditional Breakfast				\$	-			
Traditional Lunch				S	-			
Traditional Snack				\$	-			
Summer Programs:								
Breakfast (SFSP/SSO)	\$	2.0900	3.6000%	\$	2.1652			
Lunch (SFSP/SSO)	\$	3.7000	3.6000%	\$	3.8332			
Snack (SFSP/ SSO)				S	-			
Non-Program Meal Equivalent	\$	3.7000	3.6000%	\$	3.8332			
Special Milk Program (SMP)				\$	-			

Contract Renewal – Attachment 1 (Rev. 8/29/2024)

METHODOLOGY for CALCULATION of INCREASE in FIXED COST per MEAL RATE

Whitsons Nutrition, LLC. has utilized the following methodology in calculating the increase for its Fixed Cost per Meal rate as it pertains to the Whitsons contract for the 2025-2026 school year.

The district has compared the non-seasonally adjusted value of the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics (1982 - 84 = 100% base period), Food Eaten Away From Home ("CPI"), for November 2023 to the seasonally adjusted value of the CPI for November 2024 (Size Class B/C) and calculated the increase, on a percentage basis, in the CPI during such period, Whitsons' Fixed Price per Meal rates were increased by a percentage equivalent to the percentage increase in the CPI over the measured period.

CPI Index Amount November 2024	733.530
Increase	13.14
Percentage Increase	3.61%

2025-2026 Meal Prices for DeSoto Independent School District

	2024-20	25	CP	4	2025	5-2026
9	Current Year		Difference	Į	Next Year	Increase
Breakfast Meal Rate	2.0900	x	3.6100%	=	2.1652	0.0750
Lunch Meal Rate	3.7000	x	3.6100%	=	3.8332	0.1332
At Risk Lunch/Supper	3.7000	x	3.6100%	=	3.8332	0.1332
Breakfast (SFSP/SSO)	2.0900	х	3.6100%	=	2.1652	0.0750
Lunch (SFSP/SSO)	3.7000	x	3.6100%	=	3.8332	0.1332
Non-Program Meal Equival	ent 3.7000	x	3.6100%	=	3.8332	0.1332

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, November 2024 [1982-84=100, unless otherwise noted]

	Relative	Una	djusted ind	exes	Unadjusted percent change		Seasonally adjusted percent change		
Expenditure category	impor- tance Oct. 2024	Nov. 2023	Oct. 2024	Nov. <mark>2024</mark>	Nov. 2023- Nov. 2024	Oct. 2024- Nov. 2024	Aug. 2024- Sep. 2024	Sep. 2024- Oct. 2024	Oct. 2024- Nov. 2024
All items	100.000	307.051	315.664	315.493	2.7	-0.1	0.2	0.2	0.3
Food	13.467	325.172	332.678	332.904	2.4	0.1	0.4	0.2	0.4
Food at home	8.072	303.224	308.200	307.972	1.6	-0.1	0.4	0.1	0.5
Cereals and bakery products	1.051	356.169	359.007	354.371	-0.5	-1.3	0.3	1.0	-1.1
Meats, poultry, fish, and eggs	1.719	319.860	328.743	331.976	3.8	1.0	0.8	-1.2	1.7
Dairy and related products	0.737	267.609	271.695	270.819	1.2	-0.3	0.1	1.0	-0.1
Fruits and vegetables	1.390	350.736	355.292	354.696	1.1	-0.2	0.9	0.4	0.2
Nonalcoholic beverages and beverage materials	1.021	215.604	220.672	221.735	2.8	0.5	0.0	0.4	1.5
Other food at home	2.155	270.250	273.232	272.027	0.7	-0.4	0.2	0.1	0.1
Food away from home ¹	5.394	360.383	372.486	373.530	3.6	0.3	0.3	0.2	0.3
Energy	6.549	277.029	272.807	268.213	-3.2	-1.7	-1.9	0.0	0.2
Energy commodities	3.432	306.419	288.357	280.410	-8.5	-2.8	-4.0	-1.0	0.5
Fuel oil	0.070	416.239	338.453	335.113	-19.5	-1.0	-6.0	-4.6	0.6
Motor fuel	3.281	299.696	282.635	274.518	-8.4	-2.9	-4.0	-0.9	0.5
Gasoline (all types)	3.186	297.598	281.741	273.570	-8.1	-2.9	-4.1	-0.9	0.6
Energy services	3.117	259.944	268.564	267.204	2.8	-0.5	0.7	1.0	-0.1
Electricity	2.459	267.545	280.470	275.801	3.1	-1.7	0.7	1.2	-0.4
Utility (piped) gas service	0.658	231.976	227.463	236.179	1.8	3.8	0.7	0.3	1.0
All items less food and energy	79.985	311.606	321.758	321.947	3.3	0.1	0.3	0.3	0.3
Commodities less food and energy									
commodities	18.413	165.367	165.088	164.406	-0.6	-0.4	0.2	0.0	0.3
Apparel	2.584	128.093	133.179	129.542	1.1	-2.7	1.1	-1.5	0.2
New vehicles	3.558	178.700	177.162	177.472	-0.7	0.2	0.2	0.0	0.6
Used cars and trucks	1.875	186.270	178.744	179.958	-3.4	0.7	0.3	2.7	2.0
Medical care commodities ¹	1.456	410.847	412.914	412.424	0.4	-0.1	-0.7	-0.2	-0.1
Alcoholic beverages	0.844	287.731	292.871	292.831	1.8	0.0	0.1	0.4	0.1
Tobacco and smoking products ¹	0.556	1.487.792	1,571.120	1.586.249	6.6	1.0	0.0	0.6	1.0
Services less energy services	61.572	404.143	421.731	422.574	4.6	0.2	0.4	0.3	0.3
Shelter	36.600	387.892	405.287	406.250	4.7	0.2	0.2	0.4	0.3
Rent of primary residence	7.722	408.838	425.381	426.651	4.4	0.3	0.3	0.3	0.2
Owners' equivalent rent of residences ²	27.093	399.032	417.477	418.669	4.9	0.3	0.3	0.4	0.2
Medical care services	6.524	597.016	617.753	619.118	3.7	0.2	0.7	0.4	0.2
Physicians' services ¹	1.817	412.011	422.425	423.591	2.8	0.2	0.9	0.4	0.4
Hospital services ^{1, 3}	1.993	402.222	417.499	423.591	3.8	0.0	0.3	0.5	0.0
Transportation services	6.579	402.222	440.755	440.980	7.1	0.0	1.4	0.3	0.0
Motor vehicle maintenance and	0.579	411.092	440.700	440.900	1.1	0.1	1.4	0.4	0.0
repair ¹	1.268	393.924	415.598	416.418	5.7	0.2	1.0	1.1	0.2
Motor vehicle insurance	3.013	768.249	865.985	866.133	12.7	0.0	1.2	-0.1	0.1
			265.939	269.336					

¹ Not seasonally adjusted. ² Indexes on a December 1982=100 base. ³ Indexes on a December 1996=100 base.



Economic News Release

Consumer Price Index Summary

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Wednesday, December 11, 2024 USDL-24-2516

Technical information: (202) 691-7000 * cpi_info@bls.gov * www.bls.gov/cpi Media contact: (202) 691-5902 * PressOffice@bls.gov

CONSUMER PRICE INDEX - NOVEMBER 2024

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.3 percent on a seasonally adjusted basis in November, after rising 0.2 percent in each of the previous 4 months, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.7 percent before seasonal adjustment.

The index for shelter rose 0.3 percent in November, accounting for nearly forty percent of the monthly all items increase. The food index also increased over the month, rising 0.4 percent as the food at home index increased 0.5 percent and the food away from home index rose 0.3 percent. The energy index rose 0.2 percent over the month, after being unchanged in October.

The index for all items less food and energy rose 0.3 percent in November, as it did in each of the previous 3 months. Indexes that increased in November include shelter, used cars and trucks, household furnishings and operations, medical care, new vehicles, and recreation. The index for communication was among the few major indexes that decreased over the month.

The all items index rose 2.7 percent for the 12 months ending November, after rising 2.6 percent over the 12 months ending October. The all items less food and energy index rose 3.3 percent over the last 12 months. The energy index decreased 3.2 percent for the 12 months ending November. The food index increased 2.4 percent over the last year.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un- adjusted
	May 2024	Jun. 2024	Jul. 2024	Aug. 2024	Sep. 2024	Oct. 2024	Nov. 2024	12-mos. ended Nov. 2024
All items	0.0	-0.1	0.2	0.2	0.2	0.2	0.3	2.
Food	0.1	0.2	0.2	0.1	0.4	0.2	0.4	2
Food at home	0.0	0.1	0.1	0.0	0.4	0.1	0.5	1.
Food away from home(<u>1</u>)	0.4	0.4	0.2	0.3	0.3	0.2	0.3	3.
Energy	-2.0	-2.0	0.0	-0.8	-1.9	0.0	0.2	-3.
Energy commodities	-3.5	-3.7	0.1	-0.6	-4.0	-1.0	0.5	-8.
Gasoline (all types)	-3.6	-3.8	0.0	-0.6	-4.1	-0.9	0.6	-8.
Fuel oil	-0.4	-2.4	0.9	-1.9	-6.0	-4.6	0.6	-19.
Energy services	-0.2	-0.1	-0.1	-0.9	0.7	1.0	-0.1	2.
Electricity	0.0	-0.7	0.1	-0.7	0.7	1.2	-0.4	3.
Utility (piped) gas service	-0.8	2.4	-0.7	-1.9	0.7	0.3	1.0	1.
All items less food and energy	0.2	0.1	0.2	0.3	0.3	0.3	0.3	3.
Commodities less food and energy commodities	0.0	-0.1	-0.3	-0.2	0.2	0.0	0.3	-0.
New vehicles	-0.5	-0.2	-0.2	0.0	0.2	0.0	0.6	-0.
Used cars and trucks	0.6	-1.5	-2.3	-1.0	0.3	2.7	2.0	-3.
Apparel	-0.3	0.1	-0.4	0.3	1.1	-1.5	0.2	1.
Medical care commodities(<u>1</u>)	1.3	0.2	0.2	-0.2	-0.7	-0.2	-0.1	0.
Services less energy services	0.2	0.1	0.3	0.4	0.4	0.3	0.3	4.
Shelter	0.4	0.2	0.4	0.5	0.2	0.4	0.3	4.
Transportation services	-0.5	-0.5	0.4	0.9	1.4	0.4	0.0	7.
Medical care services	0.3	0.2	-0.3	-0.1	0.7	0.4	0.4	3.



Food

The index for food increased 0.4 percent in November, after rising 0.2 percent in October. The food at home index rose 0.5 percent over the month. Four of the six major grocery store food group indexes increased in November. The index for meats, poultry, fish, and eggs rose 1.7 percent $\overline{\partial} \Phi$ er the month, as the index for beef increased 3.1 percent and the index for eggs rose 8.2 percent. The nonalcoholic beverages index increased 1.5 percent in November, after rising 0.4 percent in October. The index for other food at home rose 0.1 percent over the month and the index for fruits and vegetables increased 0.2 percent.



DeSoto ISD SFA 00277

Contract Renewal School Year 2025-2026 Attachment 2 Food Service Budget

SFA ID

Projected Revenue: Based on 187 Number) days of meal service in School Year 2025- 2026, using 2024-2025 reimbursement rates, the SFA shall multiply the rates by the actual meals served from School Year 2023-2024.

Local		
	Student Breakfast Sales Revenue	\$55,000.0
	Student Lunch Sales Revenue	\$55,000.0
	Adult & À la carte Sales Revenue	\$1,000.00
	Catering & Other Non-Program Revenue	\$7,000.0
	Total Sales:	\$118,000.0
Reimb	ursement	
	School Breakfast Program	\$1,100,000.00
	National School Lunch Program	\$2,940,000.00
	After-school Snack Program	
	Child and Adult Care Food Program	\$6,058.00
	Summer Meal Program (SSO/SFSP)	\$50,000.00
	State Matching Reimbursement	\$19,005.00
	Other Federal/State Reimbursement	\$680,000.00
	Total Reimbursement:	\$4,795,063.00
otal Revenue: (Total Sal	es + Total Reimbursement)	\$4,913,063.00
xpenses:		
	Projected Total Expenses:	\$4,800,000.00
stimated Budget Proje	cction:	
Total Re	evenue (Sales + Reimbursement) - Expenses =	\$113,063.00
USDA Fo	ods Entitlement Allocation Estimate:	\$350,287.0

Contract Renewal - Attachment 2 (Rev. 9.04.24)



TEXAS DEPARTMENT OF AGRICULTURE COMMISSIONER SID MILLER

<u>DeSoto ISD</u> SFA 00277 SFA ID#

Contract Renewal School Year 2025-2026 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 School Nutrition Program ("SNP") operations, which were stipulated in the original RFP and incorporated into the Contract, will be implemented or effective in the renewed contract year.

 \boxtimes 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 SFA is removing an existing site affected by a school closure or decreased enrollment.
- Modify Site 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
Choose an item.	Name of site	Description
Choose an item.	Name of site	Description
Choose an item.	Name of site	Description
Choose an item.	Name of site	Description
Choose an item.	Name of site	Description
Choose an item.	Name of site	Description

Additional non-material contract modifications described here:

Modifications

Food Service Management Company (FSMC) Contract Review Form

General Information

SFA Name and ID Number: DeSoto ISD 00277						
Site Monitored: The Meadows						
Date of Site Monitored: <u>10/3/2024</u>						
Meal Service Reviewed: Lunch						
Contract Type: Fixed Rate						
Date FSMC Contract Review Completed: <u>10/08/2024</u>						

- I. Menus and Service
- 1. Did the FSMC follow the 21-day cycle menu, as described in the contract, for all programs during the first 21 days of meal service? (Monitored during the first year of the contract only.)
 - ☑ Yes
 - 🗌 No
 - \square N/A not reviewing the base year.

NOTE: This is monitored during the first 21 days of meal service and is a requirement per federal regulations 7 CFR 210.16(b)(1). No substitutions are allowed. If the menu was not followed, a finding and fiscal action will be accessed during the Procurement Review (PR).

- 2. Do the foods purchased meet the quality specification standards indicated in the contract?
 - 🗹 Yes 🗌 No

Provide three examples of food specifications reviewed.

- 1. <u>Tater tots</u>
- 2. Unsweetened applesauce
- 3. Cheese pizza
- 3. Does the SFA have an advisory board? ✓ Yes □ No
- 4. Is the advisory board made up of parents, teachers, students? ✓ Yes □ No

List the advisory board members and titles below.

Name	Title
Gene Morrow Jr	Chair
Mike Jones	Parent

Page 1 of 10

Erika Brown Student		
Neyva Alvarado	Vice-Chair	
Debra Ross	Director of Child Nutrition	
Wykennia Heiskill	Teacher	

If additional space is needed, attach a document with all names and titles.

- 5. Does the advisory board work with the SFA to assist in menu planning? ☑ Yes □ No
- 6. Does the SFA approve menu changes outside the 21-day cycle menu process?
- 7. Do all menus meet the meal pattern requirements for the appropriate age/grade groups and the nutrient specifications?
 Yes
 No
- 8. Is the FSMC serving reimbursable meals as described in the contract and in compliance with program regulations?

 Yes
 No
- 9. Does the FSMC provide meal service to all enrolled students as specified in the contract? ✓ Yes □ No
- 10. Are food production records completed each day for all meals served using the TDA prototype or another instrument that collects the same information as the TDA prototype?
 IZI Yes II No
- 11. Does the SFA evaluate the FSMC's menu for affordability, nutrition requirements, and student appeal?
 Ves
 - Yes No
- 12. Does the FSMC implement meal accommodations based on medical statements provided by authorized medical authorities or Individualized Education Plans (IEP) or special dietary accommodations based on the SFA policy?
 Yes
 No
- 13. Are meals monitored to ensure that only reimbursable meals are claimed?☑ Yes □ No

Attach a current menu to reflect the responses above. The menu must match the meal service of the site and the date/month the site was reviewed.

SFA Comments – Provide a rationale for all responses in Menus/Services:

The FSMC menus are monitored by the SFA and our staff are on-sites each day for breakfast and lunch. The FSMC were consulted but did not assist in menu planning. Pop-up speciality offerings provided a interactive platform to expose our students to future menu options.

- II. Competitive Foods
- Is the FSMC following Competitive Food Standards?
 ✓ Yes □ No
- Is the FSMC following the local policy related to fundraisers?
 ✓ Yes □ No

SFA Comments – Provide a rationale for all responses in Competitive Foods:

Files are reviewed quarterly by SFA staff SHAC will reviews yearly

III. USDA Foods

- Is the FSMC responsible for receiving USDA Foods on behalf of the SFA?
 ✓ Yes □ No
 - If yes, is the SFA verifying the delivery of USDA Foods shipments and processed end products?
- 2. Does the FSMC provide the SFA credit for the full value of USDA Foods received during the school year or fiscal year?
 I Yes
 No

What is the amount received to date? \$38,488.89

- 3. Does the FSMC provide the SFA with clear documentation that demonstrates that the SFA has received credit for the value of its USDA Foods?
 - ✓ Yes□ No

NOTE: This includes crediting for the value of donated foods, including direct delivery (brown box), Department of Defense (DoD) Fresh and processed end products.

4. How often does the SFA receive credit for the value of USDA Foods? Check all that apply.

\checkmark	Monthly	End of
	Quarterly	Other

5. How is the SFA credited for the value of USDA Foods? *Check all that apply.*

\checkmark	Invoice Reductions	Discounts
	Refunds	Other

6. For cost-reimbursable contracts, does the FSMC ensure that its system of inventory management does not result in the SFA being charged for USDA Foods? (For fixed-rate contracts, skip this question.)

FSMC Contract Review Form Updated 8.13.2024 the school year

	\checkmark	Yes		No						
7.		he FSMC ensur sed end produc Yes		SFA retains ownership of all USDA Foods including pplicable? No						
8.		he SFA/FSMC nd stored with Yes		DA Foods to the maximum extent in quantities that can be te? No						
				entitlement balance? \$ <u>1750821</u> titlement balance? \$ <u>1543633</u>						
9.	generi		.S. origi	FSMC use commercially purchased foods of the same in, and of equal or better quality than the USDA Foods in the am? No						
10.	Does t produo ☑	he FSMC use a cts in the SFA's Yes	ll donat food se □	ted ground beef, ground pork, and all processed end ervice without substitution? No						
	SFA Comments – Provide a rationale for all responses in USDA Foods:									
	USDA foods	are tracked by the SFA to ensu	ure that food shi	pments are accurate. SFA also monitors storage and use of USDA foods to ensure compliance with applicable regulations.						
IV.	Inv	ventory								
1.		he FSMC have food inventory Yes		nized method for storing, preserving, and accounting for the No						
2.		e food items sto oply to the store Yes		a manner that is consistent with all health and safety rules s? No						
	SFA C	omments – Pro	ovide a r	rationale for all responses in Inventory:						
	Temps and	d storage facilities are chec	ked daily and	monitored remotely 24 hours a day to ensure they are operating correctly.						
V.	Fir	nancial Procedu	ıres							
1.				rds accurately reflect the counts of student and adult meals ype and eligibility category? No						
2.	Does ti mainta ☑		a backu	up system to ensure that all counting and claiming data is No						

FSMC Contract Review Form Updated 8.13.2024 Describe the system:

	The contracting entity has shared access to our student rosters and the information is stored in t	he cloud. Back-up rosters are printed weekly.
3.	 Does the FSMC maintain records to support the claim Daily Record/Accuclaim information and provide to the Yes □ Yes 	
4.	 Does the FSMC maintain records to support meal cou covered by the claim (adult meals, alternative meals)? ✓ Yes ✓ No 	
5.	5. Does the SFA maintain responsibility for submitting c ☑ Yes □ No	laims for reimbursement?
	Provide name and title for person responsible for sub Name: <u>Neyva Alvarado</u> Title: <u>Child Nutrition Specialist</u>	nission.
6.	 Does the FSMC monthly invoice reconcile with the por Record/Accuclaim Report for each month? ✓ Yes ✓ No 	int of service Daily
	In the comments box, explain how the invoice meal co count each month.	ounts are reconciled with the POS
7.	 Does the FSMC food service daily income records, suc accurately reflect the revenue received by meal type (s carte, etc.)? Yes No 	
8.	8. Has the SFA received all applicable discounts, credits ☑ Yes □ No	and rebates from the FSMC?
9.	 Does the FSMC ensure that all invoice statements are costs and duplicative services are not billed to the SFA ✓ Yes ✓ No 	
10.	10. Does all income to the program accrue to the nonprofi ☑ Yes □ No	it school food service account?
11.	11. Does the FSMC provide the SFA with all information a SFA to calculate its program and non-program revenu by regulations? (For example, POS records, cost-per-r financial reports)	e and cost proportion as required
	financial reports). ☑ Yes □ No – provide an explana	tion in rational section.
12.	12. Does the FSMC utilize the correct meal equivalency fa	ctor (MEF)?
MCC	C Contract Daviou Form	Page 5 of

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\checkmark	Yes		No
List	the MEF: 4	.69	

13. Does the FSMC accurately charge the number of meals claimed to the SFA at the fixed rate? $\overline{}$ Yes No

Attach the most recent FSMC invoice and supporting documentation.

For cost-reimbursable contracts (questions 14-16)

14. Are allowable costs paid from the nonprofit Child Nutrition account net of all discounts, rebate and other credits accruing to or received by the FSMC?

Yes
No

15. Has the SFA audited the food and non-food invoices to ensure that bills reflect actual expenses?

Yes
No

- 16. Are the bills monitored to ensure that the FSMC did not double bill or include costs that are not allowed in the contract?
 - Yes No

SFA Comments - Provide a rationale for all responses in Financial Procedures:



- VI. Financial - Procurement
- 1. Does the FSMC follow the SFA's internal process to ensure that foods are procured in compliance with the Buy American provision? Yes No
- 2. Does the FSMC provide sufficient documentation for the SFA to determine if all procurement was conducted correctly and in compliance with all applicable regulations? $\overline{\mathbf{V}}$ Yes No

SFA Comments – Provide a rationale for all responses in Financial - Procurement:

Purchases and budgets are reviewed weekly and the Child Nutrition works closely with the purchasing manager to ensure compliance

VII. Sanitation and Safety Procedures

1.	Does	the FSMC	have a Haza	rd Anal	lysis and Crit	ical Contro	ol Point (HACCP)	plan in place	;
	and is	s there evi	dence of its i	mpleme	entation?					
	\checkmark	Yes		No						

- Do employees practice safe food-handling procedures?
 ✓ Yes □ No
- 3. Does the FSMC ensure that all facilities have health inspections as required by law? ☑ Yes □ No
- 4. Are facilities and equipment adequately maintained for safety and sanitation?
 ✓ Yes □ No
- 5. Is the FSMC's use of the facilities consistent with the facility use clauses included in the contract?
 Yes
 No

SFA Comments – Provide a rationale for all responses in Sanitation and Safety Procedures:

Each operating kitchen receives two health inspections each year and findings are quickly fixed.

VIII. Local Wellness Policy

1. Does the FSMC follow the SFA's local wellness policy? \square Yes \square No

SFA Comments – Provide a rationale of how the FSMC is following the SFA local wellness policy.

SFA meets regularly with the SHAC committee to garner feedback.

- IX. Staffing
- 2. If there are FSMC vacancies, is there a plan for the FSMC to come into staffing compliance per the contract?
 - ☑ Yes
 - □ No submit a staffing plan in the rationale section.
- 3. Are the District and FSMC paying for staff according to the approved transition plan?
- 4. Does the FSMC ensure that all Child Nutrition staff have the required training annually?

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✓ Yes		No
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- 5. Does the FSMC ensure that the Child Nutrition Director's position meets the USDA professional standards, and food safety training annually? (7 CFR 210.30)
 Yes
 No
- 6. Does the FSMC maintain documentation that demonstrates compliance with the Child Nutrition Director's position and tracks continuing education for all Child Nutrition staff?
 I Yes
 No

SFA Comments – Provide a rationale for all responses in Staffing:

SFA Exec. Director monitors and tracks training documentation

- X. Record Retention
- Does the FSMC coordinate with the SFA to transfer all records to long-term storage?
 ✓ Yes □ No
- 2. Does the FSMC provide all documentation required to demonstrate the SFA complies with all regulations—local, state, and federal?
 - 🗹 Yes 🗌 No

SFA Comments – Provide a rationale for all responses in Record Retention:

Yes, a new space was created that will house all records across the hall from the SFA staff.

XI. Contractual Requirements

1. Does the FSMC operate the program(s) contracted as defined by the terms of the contract?

Yes No

2. Were additional terms and conditions included that are outside of the executed contract?
 Yes No

Note: Additional contracts and addendums are not allowed. Please submit a copy of the additional contract or addendum to TDA to FSMC@texasagriculture.gov

- 3. Have all corrections been made as required if problems were noted during the Administrative Review and/or Procurement Review?

 Yes
 No
- 4. Did the SFA delegate any responsibilities that were not permitted by the contract Exhibit Q to the FSMC?

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	Yes – list what was delegated in rationale below.
\square	No

No

 \checkmark

5. Does the SFA monitor the FSMC's food service operations by performing counting and claiming reviews to ensure conformance with program regulations and that program review and audit findings are resolved?

Yes No

- 6. Is documentation of monitoring maintained? $\overline{\mathbf{A}}$ Yes
 - No provide explanation in rationale below.
- 7. If there were findings, did they get resolved? Yes No

SFA Comments – Provide a rationale for all responses in Contractual Requirements:

FSMC	has followed	the provisions	of the cor	ntract. No	findings for t	this
FSMC	review.					

XII. **Results of Review**

1. Is a Corrective Action Plan (CAP) required? Yes $\overline{\mathbf{A}}$ No

SFA Comments - Provide a rationale to the plan and what sections will be reviewed:

No findings

- XIII. Corrective Action Plan
 - 1. Was the CAP completed with a follow-up review within 45 days? Yes No

Date the follow-up review was completed:

2. Have all the items been resolved and the FSMC contract is compliant? Yes

SFA Comments – Provide a rationale for all responses in CAP:

XII. There was not an CAP.

XIV: Attestation and Signatures:

I attest that this information is true and accurate and complete to the best of my knowledge. This information has been shared with the FSMC vendor as determined by the date below.

Signature of SFA Designee

Gene Morrow

David Southall

Printed Name of FSMC Designee

Signature of FSMC Designee

Exec. Dir. of Student Support

Printed Name of SFA Designee

Title of SFA Designee

10/8/2024 Date

Title of FSMC Designee

General Manager

DeSoto Meadows Elementary school Lunch, October 2024

	Tuesday 01	Wednesday 02	Thursday 03	Friday 0
No Menu Available	Chicken & Broccoli Alfredo Pasta with Meat Sauce Crispy Chicken Garden Salad Steamed Broccoli Fresh Orange Fruit Salad 100% Orange Tangerine Ranch Dressing Italian Dressing Ketchup 1% Milk Fat Free Chocolate Milk	Chicken Bowl with Gravy Chicken Fried Steak Crispy Chicken Garden Salad Whole Grain Dinner Roll Roasted Parmesan Butternut Squash Fresh Banana Pineapple Cup 100% Orange Tangerine Ranch Dressing Italian Dressing Ketchup 1% Milk Fat Free Chocolate Milk	Classic Cheese Pizza Pepperoni Pizza Pizza Bagel Crispy Chicken Garden Salad Crispy Potato Puffs Fresh Pear Organic Applesauce 100% Orange Tangerine Ranch Dressing Italian Dressing Ketchup Mayonaise 1% Milk Fat Free Chocolate Milk	Closed
Monday 07	Tuesday 08	Wednesday 09	Thursday 10	Friday 1
Closed	Closed	Closed	Closed	Closed
Monday 14	Tuesday 15	Wednesday 16	Thursday 17	Friday 1
Grilled Cheese Sandwich Cheesy Stuffed Bread Sticks Content Not-A-Nut Butter & Jelly Sandwich Content Roasted Parmesan Butternut Squash Fresh Red Delicious Apple Sliced Peaches 00% Apple Juice Ranch Dressing talian Dressing Mayonaise Ketchup % Milk Fat Free Chocolate Milk	Chicken Corn Dog Homemade Baked Pasta with Cheese Control Cont	Bacon, Egg and Cheese Breakfast Sandwich Cinnamon French Toast Not-A-Nut Butter & Jelly Sandwich Co Glazed Carrots Fresh Banana Pineapple Cup 100% Apple Juice Ranch Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk	Crispy Popcorn Chicken Crispy Chicken Sandwich Not-A-Nut Butter & Jelly Sandwich @ @ Brown Rice Cinnamon & Honey Roasted Beans Fresh Pear Organic Applesauce 100% Apple Juice Ranch Dressing Italian Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk	Classic Cheese Pizza Pepperoni Pizza French Bread Pizza Not-A-Nut Butter & Jell Sandwich C Steamed Broccoli Apple Slices Raisins 100% Apple Juice Ranch Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Mill
Monday 21	Tuesday 22	Wednesday 23	Thursday 24	Friday 2
Homemade Pasta & Meatballs Invity Parfait Fruity Parfait Freen Beans Fresh Apple Sliced Peaches 00% Juice Fruit Punch Ranch Dressing talian Dressing Mayonaise	Pizzadilla Quesadilla Chicken Corn Dog Fruity Parfait (2) (2) Sweet Potato Fries Fruit Salad Fresh Orange 100% Juice Fruit Punch Ranch Dressing Italian Dressing Mayonaise Ketchup	Crispy Chicken Drumstick Fruity Parfait O O Whole Grain Biscuit Black Beans Fresh Banana Pineapple Cup 100% Juice Fruit Punch Ranch Dressin 7 Italian Dressing Mayonaise	Chicken and Waffles Spicy Chicken Nuggets Fruity Parfait ?? ?? Whole Grain Dinner Roll Oven Baked Fries Fresh Pear Organic Applesauce 100% Juice Fruit Punch Ranch Dressing Italian Dressing Mayonaise	Classic Cheese Pizza Pepperoni Pizza Pizza Bagel © © Fruity Parfait © © Sauteed Spinach Apple Slices Raisins 100% Juice Fruit Punch Ranch Dressing Italian Dressing

Ketchup 1% Milk Fat Free Chocolate Milk	1% Milk Fat Free Chocolate Milk	Ketchup 1% Milk Fat Free Chocolate Milk Baked potato Shredded Cheddar Cheese Steamed Broccoli Sour Cream	Ketchup 1% Milk Fat Free Chocolate Milk	Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk
Monday 28	Tuesday 29	Wednesday 30	Thursday 31	
Mozzarella Sticks Spicy Chicken Sandwich Garden Salad with Cheese Entree Garlic Parmesan Fries Fresh Red Delicious Apple Sliced Peaches 100% Orange Juice Ranch Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk	Chicken Nuggets Cheeseburger Garden Salad with Cheese Entree & Whole Grain Dinner Roll Steamed Carrots Fruit Salad Fresh Orange 100% Orange Juice Ranch Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk	Nachos Grande (***) Crispy Tacos Garden Salad with Cheese Entree (***) Black Beans Fresh Banana Pineapple Cup 100% Orange Juice Ranch Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk	Homemade Mac & Cheese () () Smokehouse Chicken Sandwich () Garden Salad with Cheese Entree () () Roasted Broccoli Fresh Pear Organic Applesauce 100% Orange Juice Ranch Dressing Italian Dressing Mayonaise Ketchup 1% Milk Fat Free Chocolate Milk	No Menu Available

* Consuming raw or under cooked meat, poultry, seafood, shellsh or eggs may increase your risk of food borne illness, especially if you have certain medical conditions. Menu is subjected to change, notice posted when available. This institution is an equal opportunity provider.