

**FSMC Contract Amendment
Fresh Fruit and Vegetable Program (FFVP)**

This document contains a Contract Amended between East Auror School District #131 (SFA) and Whitsons (FSMC).

The SFA and the FSMC entered into a Food Service Management Company (FSMC) Contract dated July 1, 2024, whereby the FSMC manages and operates the SFA’s federally funded School Nutrition Program(s).

Federal regulations ([7 CFR 210.16\(a\)\(10\)](#)) state that all FSMC Contract amendments must be documented, reviewed, and approved by the State Agency (ISBE) prior to execution to ensure that the SFA has not made a material change to the contract and has incorporated all State Agency required changes into the amendment. No modification or amendment to this contract shall become valid unless it is made in writing, signed by all parties, and receives prior approval by the State Agency (ISBE). Regulations governing procurement in the NSLP, SBP, and SMP, require State Agencies to review contracts (and supporting documentation) **prior** to the execution of the contract to ensure that contracts containing unallowable terms and conditions and amendments that may be material in nature are removed prior to the contract being executed. Unallowable costs shall not be paid from the nonprofit food service account.

Both parties agree to amend the Original Contract in order to comply with the Child Nutrition Program requirements outlined in federal regulations, both parties agree to execute this contract amendment effective July 1, 2026. All terms contained herein shall be binding for the duration of the contract, including all subsequent renewals, if applicable.

Both parties agree to the following:

1. The SFA to apply for and participate in the [Fresh Fruit and Vegetable Program](#) (FFVP) and the FSMC shall manage and operate the SNP with adherence to the federal program regulations outlined in [7 CFR 210](#) for the time period as designated by the SFA, at the following sites:

| School Name | ISBE Site Number | Grade Levels | Estimated Enrollment | Estimated Delivery Time |
|-----------------------------|------------------|--------------|----------------------|-------------------------|
| Benavides Steam Academy | 310451310222017 | K-2 | | |
| C I Johnson Elem School | 310451310222011 | 3-5 | | |
| C M Bardwell Elem School | 310451310222005 | K-5 | | |
| Edna Rollins Elem School | 310451310222015 | K-5 | | |
| G N Dieterich Elem School | 310451310222008 | K-5 | | |
| John Gates Elem School | 310451310222009 | K-5 | | |
| L D Brady Elem School | 310451310222007 | K-5 | | |
| Mabel O Donnell Elem School | 310451310222014 | K-5 | | |

| | | | | |
|-------------------------------------|-----------------|-----|--|--|
| Nicholas A Hermes Elem School | 310451310222010 | K-5 | | |
| Oak Park Elem School | 310451310222013 | K-5 | | |
| Olney C Allen Elem School | 310451310222004 | K-5 | | |
| Rose E Krug Elem School | 310451310222012 | K-5 | | |
| W S Beaupre Elem School | 310451310222006 | K-5 | | |

2. ISBE allocates FFVP funding at \$50 per student. Allocations are calculated using NSLP student enrollment data from the October claim. However, final allocation total will not be provided until the application period is closed and awardees are notified.
3. This Amendment is expressly contingent upon the School Food Authority (“SFA”) applying for and being awarded funding under the Fresh Fruit and Vegetable Program (“FFVP”) grant. In the event that such funding is not awarded, this Amendment shall be deemed null and void and of no further force or effect.
4. The FSMC will be responsible for ordering, receiving, and distributing the fresh fruits and vegetables to each classroom in the participating schools at times outside of the normal school breakfast and lunch times.
5. The food items shall be individually packaged and ready for consumption. The packaged items will be counted and placed in a tote (bag or box) provided by the FSMC. The totes will be delivered to each classroom by FSMC personnel.
6. The FSMC shall provide education information about each item to each classroom.
7. The FSMC shall provide a monthly FFVP menu to the SFA along with the School Nutrition Programs menus.
8. The FSMC ensures that Labor (and benefits) incurred by FSMC employees during normally contracted work hours will not be claimed for FFVP reimbursement.
9. The FSMC ensures that only labor and benefits that occur above and beyond the normally contracted work hours may be claimed for FFVP reimbursement. Options that may be claimed for FFVP reimbursement include but are not limited to the following: FSMC employees may work extra hours prior to or after their normal contracted workday, additional employees may be hired, or school personnel may perform the tasks necessary to implement the Fresh Fruit and Vegetable Program.
10. The FFVP Program will be offered (2) per week per school but may increase the number of serving days based on costs.
11. The schedule will be as follows:
 - a. Fresh Fruits shall be served on (Tuesday).
 - b. Fresh Vegetables shall be served on (Thursday).

12. The FSMC shall invoice the SFA monthly as per the terms of the FFVP grant. Each monthly invoice must include detailed supporting documentation such as copies of product invoices and
13. The SFA will use the Individual Site Fund Tracker, provided by ISBE, as a budgeting tool to track monthly FFVP expenditures and remaining funds and update the FSMC as necessary.
14. The SFA will submit the monthly claim for FFVP expenditures to ISBE adhering to the [claim for reimbursement deadlines](#).
15. These changes are the only changes to the original contract. The entire remainder of the original contract remains in full force and effect, except by necessary implication. This Amendment shall be effective once signed by both parties.
16. Both parties understand that this amendment is not valid until it is made in writing, signed by all parties, and receives prior approval by the State Agency (ISBE).
17. Both parties understand that this amendment is subject to State Agency (ISBE) review and not valid until written approval from the State Agency (ISBE) is provided. Upon review, the State Agency (ISBE) may determine that this amendment constitutes a material or substantive change to the contract which will require the SFA to conduct a new formal solicitation.

This Amendment shall be signed by the following Authorized Representatives:

East Aurora School District #131
31045131022

By: _____
Name (printed): _____
Title: _____
Date: _____

Whitsons

By: _____
Name (printed): _____
Title: _____
Date: _____

ISBE Legal Disclaimer

ISBE does not review or judge the fairness, advisability, or fiscal implications of the contract. ISBE is not a party to any contractual relationship between the SFA and FSMC. ISBE is not obligated, liable or responsible for any action or inaction taken by the SFA or FSMC based on this amendment template and subsequent changes.