

BOARD MINUTES

July 21, 2010

CALL TO ORDER: BE IT REMEMBERED that on this the 21st day of July, 2010 a Regular Meeting of the Crockett County Consolidated Common School District Board of Trustees was called to order at 7:52 pm by Board President Marcus Sims, following a 6:30 pm walk-through observation of the new Ozona Elementary School presently under construction. A quorum of the following members were present: Marcus Sims, Laurie Hale, Veronica Fierro, Tom Anderson, Dwight Childress, Grizz Medina, and Harvey Sanchez. Also attending were Chris duBois, Ed King, Clip Weaver, Keith Harmsen, Cynthia Hokit, Benny Granger, Houston Hendryx, Ray Brown, Melissa Perner, Annalu Gonzales, and Doris Hood.

INVOCATION: The invocation was offered by Benny Granger.

OPEN FORUM/
PUBLIC
COMMENTS: No one appeared during the Open Forum.

APPROVAL OF
AGENDA: A motion by Veronica Fierro to approve the agenda as presented for the July 21, 2010 Regular Meeting of the Board was seconded by Laurie Hale and passed 7-0.

PUBLIC HEARING;
OPTIONAL
FLEXIBLE SCHOOL
DAY PROGRAM: Following an informative introduction concerning the Optional Flexible School Day Program , guest, Annalu Gonzales voiced a question related to the age limit of participating students. Board actions was not required for this agenda item.

PRESENTATION
FROM
GOVERNMENT
CAPITAL -
QUALIFIED
SCHOOL
CONSTRUCTION
BOND PROGRAM
2010: Ed King, representing Government Capital Finance Company, presented information concerning the Qualified School Construction Bond Program 2010 (QSCB). Following the discussion and questions, Board Action was not taken. It was suggested that a facility needs special meeting be scheduled for September 2010.

- REPORTS: Discussion of the update on paving concerns was conducted during the Maintenance report and the results concluded that upgrading the surface of the band practice/parking area would be managed with assistance from the county entity. Reports were information only and Board action was not required.
- 2010 TASA/TASB CONVENTION OFFICIAL DELEGATE AND ALTERNATE DESIGNATION: Unanimously approved were Grizz Medina, Official Delegate and Harvey Sanchez, Alternate Delegate for the TASA/TASB Convention in Houston, Texas - September 24-26, 2010.
- CONSENT AGENDA: A motion by Laurie Hale and seconded by Veronica Fierro to approve the items on the consent agenda passed 7-0.
A. Minutes - June 16, 2010 (2 meetings); June 29, 2010
B. Amendments to the 2009-2010 Official Budget
See Attachment #A
C. Resolution to participate in the PACE Purchasing Cooperative
D. Agreement with Center for Learning & Development
(Grand Central Station - Ozona Middle School)
- PAVING PROPOSAL: This agenda item was omitted due to the discussion during the Reports segment of the July 21, 2010 Regular meeting.
- PROPOSAL FOR HANDICAP ACCESS MODIFICATIONS AT OHS HOMEMAKING BUILDING AND BAND HALL: A motion by Veronica Fierro to accept the proposal of \$43,460.80 from Lilly Construction, Inc. of Ozona, Texas for the purpose of renovations to the Home Economics and Band Hall to accommodate ADA modifications was seconded by Dwight Childress and passed 7-0.
See Attachment #B
- LEAVE POLICY DEC (LOCAL): A motion by Dwight Childress to approve changes to Board Policy DEC (Local) was seconded by Grizz Medina and passed 7-0.
See Attachment #C
- EXECUTIVE/ CLOSED SESSION: Board President Marcus Sims recessed the July 21, 2010 Regular Meeting of the Board at 9:38 pm for the purpose of entering into Executive/Closed Session as authorized by Texas Government Code 551.074 Personnel Matters. The Regular Meeting was reconvened at 10:10 pm.

ACTION FROM
EXECUTIVE/
CLOSED SESSION:

A motion by Veronica Fierro to approve the employee resignations as previously accepted by Superintendent Chris duBois and to approve the employment of Ethan Lunn as teacher/coach on a one year probationary contract for 2010 - 2011. The motion was seconded by Laurie Hale and passed 7-0.

HANDBOOKS:

A motion by Grizz Medina to accept the following as presented by Chris duBois was seconded by Harvey Sanchez and passed 7-0:

- A. Employee Handbook
- B. Student Handbook
- C. Student Code of Conduct
- D. Appraisal Calendar and list of appraisers

REVIEW AND
ACCEPT SERVICE
PROPOSALS FOR
2010 - 2011:

A motion by Dwight Childress to accept the Property/Casualty Insurance Proposal from TASB was seconded by Grizz Medina and passed 7-0.

See Attachment #D

A motion by Veronica Fierro and seconded by Dwight Childress to accept the two proposals as received for fuel was approved.

See Attachment #E

A motion by Veronica Fierro to accept all proposals as received for Band Musical Instruments was seconded by Dwight Childress and passed 7-0.

See Attachment #F

A motion by Veronica Fierro to accept all proposals as received for athletic supplies was seconded by Grizz Medina and passed 7-0.

See Attachment #G

A motion by Veronica Fierro to accept all proposals as received for food service products was seconded by Dwight Childress and passed 7-0.

See Attachment #H

FUTURE BUSINESS:

A motion by Veronica Fierro to approve the following future dates was seconded by Dwight Childress and passed 7-0.

August 12, 2010 - 6:30 pm - Budget Workshop

August 18, 2010 - 6:30 pm - Regular Meeting

TBA - September 2010 - Facility Needs Meeting

ADJOURNMENT:

With no further business pending before the Board, a motion by Grizz Medina to adjourn the July 21, 2010 Regular Meeting of the Crockett County Consolidated Common School District Board of Trustees was seconded by Veronica Fierro and was approved.

The July 21, 2010 Regular Meeting of the Crockett County Consolidated Common School District Board of Trustees was adjourned at 10:20 pm.

SIGNED: _____
President of the Board

ATTEST: _____
Secretary of the Board



LILLY CONSTRUCTION, INC.

General Oil Field Construction

**603 AVENUE H P.O. BOX 1567
OZONA, TX 76943**

Phone 325/392-2669 Fax 325/392-3637

July 15, 2010

**Crockett County CCSD
P.O. Box 400
Ozona, TX 76943
Attn: Mr. Chris Dubois**

Reference: Home Economics Accessibility Facility Renovation

We propose to furnish labor, equipment and materials to demo and dispose of existing concrete, excavate, form, pour and finish new ADA wheel chair ramps per your verbal and written specs. This project will be billed per our hourly rate sheet (time and materials). Estimate does not include relocating of utility lines, concrete testing or installation of hand rails.

Estimated work days: 21

Estimated Cost: 43,460.80

Daye Wilson

A handwritten signature in black ink, appearing to read 'Daye Wilson'.

**Vice President
Lilly Construction, Inc.**

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

PROPOSED REVISIONS

DEFINITIONS

FAMILY

The term "immediate family" is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

FAMILY EMERGENCY

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

WORKDAY

A "workday" for purposes of earning, use, or recording shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

CATASTROPHIC ILLNESS OR INJURY

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Complications resulting from pregnancy shall be treated the same as any other condition.

AVAILABILITY

The District shall make paid leave for the current year available for use at the beginning of the school year.

The District shall not approve paid leave for more workdays than have been accumulated in prior years plus those to be earned during the current year. Any absences beyond available paid leave shall result in deductions from the employee's pay.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

EARNING LEAVE	<p>An employee shall not earn leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.</p> <p>When an employee has used more leave than he or she has earned, the District shall deduct the cost of unearned leave days from the employee's final paycheck for the year or from the last paycheck after the employee ceases to be employed by the District.</p>
RECORDING	<p>Leave shall be recorded as follows:</p> <ol style="list-style-type: none">1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.
ORDER OF USE	<p>Earned compensatory time shall be used before any available paid state and local leave. [See DEA]</p> <p>Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:</p> <ol style="list-style-type: none">1. State sick leave accumulated before the 1995–96 school year.1.2. Local personal leave.2.3. State personal leave.3.4. Local sick leave.
CONCURRENT USE OF LEAVE	<p>When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.</p> <p>An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
MEDICAL CERTIFICATION	<p>An employee shall submit medical certification of the need for leave if:</p> <ol style="list-style-type: none">1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;

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2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

STATE PERSONAL
LEAVE

For purposes of this section, each employee shall earn state personal leave up to the statutory maximum of five workdays annually at the rate established in administrative regulations.

The Board requires employees to differentiate the manner in which state personal leave is used:

NON-
DISCRETIONARY
USE

1. Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Non-discretionary use also includes leave for well-baby care within the first year after birth, adoption, or placement of a child.

DISCRETIONARY
USE

2. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

LIMITATIONS
REQUEST FOR
LEAVE

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

DURATION OF
LEAVE

Discretionary use of state personal leave shall not exceed three consecutive workdays.

~~LOCAL LEAVE~~

~~All employees shall earn five workdays of paid local leave per school year in accordance with administrative regulations.~~

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LOCAL LEAVE
PERSONAL

All employees shall earn three workdays of paid local personal leave per school year in accordance with administrative regulations.

Local personal leave shall be noncumulative.

Local personal leave shall be used according to the terms and conditions of state personal leave. [See DEC(LEGAL)]

SICK

All employees shall earn two workdays of paid local sick leave per school year in accordance with administrative regulations.

Local sick leave shall be noncumulative.

Local sick leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year; however, a proportionate amount established by the Board by personnel classification shall be deducted for each day of local leave taken, whether or not a substitute is employed. [See DEC(LEGAL)]

EXTENDED SICK
LEAVE

After all available state and local leave days have been exhausted, an employee shall be granted in a school year a maximum of 20 workdays of extended sick leave to be used for the employee's catastrophic illness or injury, including pregnancy-related illness or injury, or for absences related to the catastrophic illness or injury of a member of the employee's immediate family.

A written request for extended sick leave must be accompanied by medical certification of the illness or injury.

A specific amount set by the Board for this purpose shall be deducted for each day of extended sick leave taken, whether or not a substitute is employed.

SICK LEAVE POOL

An employee who has exhausted all paid leave and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate only state personal leave for use by the eligible employee.

If the employee is unable to submit the request, a member of the employee's family or the employee's supervisor may submit the request to establish a sick leave pool.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

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LEAVES AND ABSENCES

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The Superintendent or designee shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

APPEAL	All decisions regarding the establishment or implementation of the District's sick leave pool may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or designee.
FAMILY AND MEDICAL LEAVE TWELVE-MONTH PERIOD	For purposes of an employee's entitlement to FMLA, the 12-month period shall begin on the first duty day of the school year.
COMBINED LEAVE FOR SPOUSES	If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]
INTERMITTENT OR REDUCED SCHEDULE LEAVE	The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]
CERTIFICATION OF LEAVE	If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]
FITNESS-FOR-DUTY CERTIFICATION	If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
END OF SEMESTER LEAVE	If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]

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FAILURE TO RETURN	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DE-CA(LEGAL), RECOVERY OF BENEFIT COST]
TEMPORARY DISABILITY LEAVE	Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for reinstatement.] An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.
WORKERS' COMPENSATION	<hr/> Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.] <hr/>
COURT APPEARANCES	An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable. An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave. Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.
REIMBURSEMENT OF LEAVE UPON RETIREMENT	The following leave provisions shall apply to state leave earned beginning on the original effective date of this program. A professional employee who retires from employment with the District shall be eligible for reimbursement of state leave under the following conditions: <ol style="list-style-type: none"><li data-bbox="593 1591 1414 1661">1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.<li data-bbox="593 1683 1414 1753">2. The employee has at least five years of service with the District.<li data-bbox="593 1774 1414 1862">3. The employee met the TRS eligibility qualifications for retirement in the 2000-01 school year but did not retire at that time.

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The employee shall be reimbursed for each day of state leave, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

PROPERTY/CASUALTY INSURANCE PROPOSALS 2010-2011

	PROPERTY	EQUIPMENT BREAKDOWN	MISC PROPERTY	GENERAL LIABILITY 1 MILLION*	GENERAL LIABILITY 2 MILLION*	LEGAL LIABILITY	FLEET LIABILITY	CRIME	TOTAL PREMIUM G. L. 1 M*	TOTAL PREMIUM G.L. 2 M*
TASB RMF DEDUCTIBLE	43,636 1,000	3,270 1,000	Incl. in Property 250	972 1,000	1,246 1,000	5,900 5,000	9,584 1,000	140 1,000	63,502	63,776
	WIND/HAIL 10,000 DED.									
KEY & PISKURAN										
TAPS*	50,516	25		925		6,993	11,205	369	70,008	
DEDUCTIBLE	1,000	1,000		500		2,500	500	1,000		
	HAIL 10,000 DED.									
*Texas Association of Public Schools										

FUEL PROPOSAL SUMMARY 2010-2011

Vendor	Address	City, State, Zip	Gas Bid	GAS CONSTANT	GAS BOB-TAIL	Diesel Bid	DIESEL CONSTANT	DIESEL BOB-TAIL PRICE
T & C Wholesale Inc	Box 27	Mertzon TX 76941	2.0875	.0702	No Difference	2.1655	.0752	No Difference
Regal Oil Company Inc	PO Box 950	San Angelo TX 76901	2.0507	.0861	No Difference	2.1448	.0961	No Difference

SUMMARY OF MUSICAL INSTRUMENT PROPOSALS FOR 2010-2011

CATALOG DISCOUNT

25%

Vendor

Washington Music Center
11151 Veirs Mill Road
Wheaton, MD 20902

National Educational Music Company

1181 US Route 22 Box 1130
Mountainside NJ 07092

NEMC PRICE IS ALREADY DISCOUNTED; SHIPPING IS EXTRA

MAP WILL BE DISCOUNTED FURTHER FROM 20-50%; CALL FOR DISCOUNT; SHIPPING IS EXTRA

CALL WILL BE DISCOUNTED FURTHER FROM 20-50%; CALL FOR DISCOUNT; SHIPPING IS EXTRA

MSP WILL BE DISCOUNTED FURTHER FROM 0-50%; CALL FOR DISCOUNT; SHIPPING IS EXTRA
(LETTERS IN BOLD ARE CODES FOR DISCOUNTS)

Woodwind and Brasswind
4004 Technology Drive
South Bend IN 46628

Orders under \$500.00; 3% discount

Orders over \$500.00; submit list for better pricing

Discounts apply to catalog and store

Cascio Interstate Music
13819 W National Ave
New Berlin WI 53151

DISCOUNT - 0% FROM PRINTED CATALOG PRICE. PRINTED PRICES ARE ALREADY DISCOUNTED 10-70% FROM MSRP.
PRICES (WITH A MINIMUM \$50 ORDER REQUIREMENT) INCLUDE DELIVERY VIA STANDARD CARRIERS
TO COMMON DELIVERY ON-SITE LOCATIONS.

Northeast Music Inc
885 New Loudon Road
Latham NY 12110

NONE NOTED

Tarpley Music Company
13 E Twohig
San Angelo TX 76901

NO CATALOG AVAILABLE; PROVIDE WEEKLY SERVICE CALLS BY SALES REP.
PRICE FOR DISTRICT SHALL BE RETAIL WITH UP TO 40% DISCOUNTS
EXCLUSIONS: SHEET MUSIC, REPAIR, MUSICAL FURNITURE AND INSTALLATIONS OF ANY KIND.

ATHLETIC SUPPLY PROPOSAL SUMMARY 2010-2011

Vendor Name	Benchmark Price	Percent Discount	Shipping Charge	If No, Explain	Packing/Handling	Guaranteed Prices
Athletic Supply Inc 1107 N Grant Odessa TX 79761	CATALOG PRICE	20-30%	No.	5% on orders less than 1,000 and 3% on orders over 1,000		YES
COMMENTS:						
Alert Services Inc PO Box 1088 San Marcos TX 78667	CATALOG PRICE	20% No.		Freight paid on orders over 250.00		Yes
COMMENTS: Orders under \$50 will be subject to a \$5 minimum service charge						
Athletes World 3949 Sherwood Way San Angelo TX 76901	RETAIL	35-50%	YES			YES
COMMENTS:						
Your Ideas 825 Oak St Abilene TX 79602	CATALOG PRICE	10% No.		WILL BILL WHAT UPS CHARGES		YES
COMMENTS:						
M-F Athletic Company PO Box 8090 Cranston RI 02920-0090	CATALOG PRICE	10% YES				YES
COMMENTS: Does not include: sales prices & special promotions						
Sportdecals PO Box 860 Spring Grove IL 6081-0860	CATALOG PRICE	NONE	YES			YES
COMMENTS:						
GTM Sportswear 520 McCall Road Manhattan KS 66502	CATALOG PRICE	NONE	No.	SHIPPING:ORDERS \$200 OR MORE IS FREE; UNDER \$200 IS \$5.00/ORDER		YES
COMMENTS:						
Medco Sports Medicine 500 Fillmore Ave Tonawanda NY 14150	CATALOG PRICE	0-18% DISC. OF CURRENT LIST		FOB DESTINATION		
COMMENTS: MATERIALS & SUPPLIES 18%; EQUIPMENT & FURNITURE 15%; TAPE 12%; TRAINER BAGS 12%						
BSN Sports.com PO Box 7726 Dallas TX 75209	CATALOG PRICE	10% YES				YES
COMMENTS: Min. order of \$25/per PO						
US GAMES PO BOX 7726 Dallas TX 75209	CATALOG PRICE	15% YES				YES
COMMENTS: Min. order of \$25/per PO						

FOOD SERVICE PRODUCT PROPOSAL SUMMARY 2010-2011

Vendor	PRODUCTS	PRODUCTS	PRODUCTS
Mrs. Baird's Bakery 905 Canyon Drive Midland TX 79703	Various Bread Products		
Gandy's Dairies PO Box 992 San Angelo TX 76902	Various Milk Products	Various Ice Cream products	Apple Juice and Orange Juice
Ben E Keith 1205 St Andrews San Angelo TX 76904	Various Meat Products Various Dairy Products Various Bread Products Silverware, toweling & Trays	Various Frozen Fruits & Vegetables Various Chips Various Cleaners Various Cereal Products Various Condiments, Spices, Colorings/Flavorings, Mixes, Gelatins, & Puddings	Various Frozen Foods Various Juice Various Canned & Dry Fruits & Vegetables Various Paper Goods
US Foodservice Inc PO Box 2804 Lubbock TX 79408	Various Meat Products Various Condiments Various Cereal Products	Various Frozen Fruits & Vegetables Various Paper Goods Various Chips	Various Canned & Dry Fruits & Vegetables Various Frozen Foods Various Juice