



## APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

*All contracts must be approved by the Board of Education*

Please return this signed cover sheet and the contract to the Business Office for review  
**at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

**Site/Department:** Business

**Date(s) of Contracted Service:** 7/1/2020-6/30/2021

**Contractor Name:** Central Coast Purchaser's Co-op

**Cost (not to exceed):** \$200.00

**Description of Service:** Membership renewal for food service co-op to receive better pricing for the purchase of grocery, produce, paper, and dairy.

**Contract Terms:** Prepayment Penalty: ☐ Yes ☒ No Auto Renewal: ☐ Yes ☒ No

☐ Venue for Legal Disputes Reviewed by Cabinet Member ☐ Legal Counsel Reviewed

☐ Pupil Records Rider ☐ New Vendor (if checked, need W9) ☐ Other \_\_\_\_\_

☐ Fingerprinting/TB Questionnaire completed ☐ Insurance Received

☐ Ratified, reason \_\_\_\_\_

**Funding Source:** ☐ District ☐ ASB ☐ PTO/PTA ☒ Other 13 \_\_\_\_\_

☐ Fund 40 ☐ Fund 14 ☐ Fund 01 **Budget Source** 13-5310-0-0000-3700-5300-00-007-8200-0071 \_\_\_\_\_

***I have read and understand the terms of and approve the attached contract:***

Mary Jennings  
Site/Department Administrator Signature

06/08/2020  
Date

☒ Reviewed by C.B.O. before being agendized. yp  
initials

Board Approval Date: \_\_\_\_\_

☐ Copy sent to the Site/Department \_\_\_\_\_  
Date

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# Central Coast Purchasers Cooperative (CCPC) Bylaws

Central Coast Purchasers Cooperative  
Santa Cruz City Schools, Lead District  
Food Services 310 La Fonda Ave.  
Santa Cruz, Ca. 95062

## A. Purpose

- a. The Central Coast Purchasers Cooperative was created to help small and medium size districts receive better pricing and to increase vendor interest in serving our districts.
- b. We strive to promote healthy food options while encouraging students to participate in the school meal program and improve the consumption of quality foods including fruits and vegetables.
- c. To serve our community with information and education about health and nutrition, support efforts to promote the local food system and assist members with their food choices.

## B. Membership

- a. The Cooperative will consist of all districts in the CCPC
- b. A President, Vice President and Secretary shall be voted on, in order to ensure order, organization, structure, and the movement of meetings
  - i. The duty of the president is to supervise the affairs of the cooperative. To provide communication between vendors and the CCPC membership. The president will perform all duties incident to the office of the president and any other duties that may be required by these bylaws.
  - ii. The duty of the vice president will be to perform all the duties of the president if they are unable to attend a meeting or finish their term
  - iii. the secretary will be in charge of recording the information of all the meetings and to make sure the districts have access to the common information produced by the co-op (ie quality guidelines, records, service records, product lists, menus, etc.)
- c. A liaison will be designated in each district and the CCPC in order to ensure clear communication is maintained throughout the partnership.
- d. All new districts must apply to be added to the purchasing group. Their potential membership will be voted on by the current members, and their must be a majority agreement in order for the new district to be added (i.e.,  $\frac{2}{3}$  equals a majority vote).
- e. Resignation; Removal. A Member may resign at any time upon written notice to the Cooperative. The Cooperative may remove a Member if, after 30 days' written notice to the Member of the reason(s) for removal, the Member has not, in the judgment of the Cooperative, corrected the reason(s) for removal. Any

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## Central Coast Purchasers Cooperative (CCPC) Bylaws

Member who receives such 30-day notice of removal may, within the same 30day period, request in writing to the Cooperative an opportunity to be heard by the President and a panel of two additional members of the Cooperative. The notice of removal will be suspended until the panel states in writing, its decision regarding removal of the Member as soon as practicable following the hearing. Any removal shall be in writing to the Member. Upon resignation or removal, the Member shall nevertheless be obligated to pay any dues, assessments or other charges accrued and unpaid at the time of such resignation or removal.

### **C. Fees & Dues**

- a. All members are required to pay a \$50.00 dollar membership fee for each individual bid, (grocery, produce, paper, dairy, and distribution) payable to the Lead District, due by October 1<sup>st</sup> yearly. Bills will be sent to each district at the beginning of each fiscal year.
- b. All assets of the cooperative shall be used exclusively for its exempt purposes, including the payment of expenses and incidental. No funds will be distributed to the Officers of the cooperative or any private person, except that the elected officers shall be empowered to pay reasonable compensation for services rendered.
- c. All monies will be deposited into a separate account string held by the Lead district. A financial report will be given at each meeting.

### **D. Attendance and Participation**

- a. Attend regular meetings.
- b. Participate in activities such as combining product lists and student taste testing of products and menu items.
- c. When all members do not fully participate, they are dependent on the decisions of the members who do participate. Members who do not fully participate may disagree with the decisions that impact the entire group and are encouraged to communicate in advance if they are unable to attend a meeting or participate fully in a decision-making process.
- d. Comprise a product list that includes all the districts' needs, this will allow for equal representation of the districts.
- e. Forecast estimated usage with realistic quantities
- f. If and when another district would like to join the CCPC they will be able to see the products and decide if those that are already purchased by CCPC will fit into their purchasing needs.
- g. Once a District has agreed to participate in the CCPC and the bid process. The District must uphold the purchasing decisions made by CCPC and the results outlined by the bid. If a District chooses to not purchase through the contracted vendors that District will be at risk of being removed.

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- h. Other School Districts may only join or “piggyback” with CCPC approval for one year. A careful review of requested products must be preapproved as to ensure that the additional scope in services does not create a material change from original agreement. At the end of one year the “piggyback” district must join as an active member or will be removed from CCPC purchasing.

### **E. Quality Standards**

- a. Specify the description of items that will be purchased by CCPC and the standards those products must meet
- b. Learn and understand what the quality standards mean and if the CCPC standards differ from your district standards.
- c. Make sure the produce being purchased and delivered meets the quality standards of the CCPC, if they do not, it must be reported by the CCPC, or the district it was delivered too in order to ensure that the quality of the food in the future and the business relationships between CCPC and their suppliers.

### **F. Checks and Balances**

- a. Districts should be in contact with each other to make sure the products are of the same quality. A meeting should be called if vendors are not meeting a district standards on a continual basis.
- b. A majority vote is required for changes made to the bylaws and to be passed.

### **G. Information**

- a. A joint google drive shall be established for all members to have access to meeting notes, quality records, purchasing needs, and food usage reports.
- b. Open sustained communication is the goal in order for all members to be informed of the current proceedings of the co-op

### **H. Amendments**

- a. These bylaws may be amended, changed or altered at any time by the affirmative vote of the members of the board of directors present and voting at any regular or special meeting of the board duly called and held.

### **I. Statement of Nondiscrimination**

- a. Notwithstanding any provision of these bylaws, the Cooperative shall not discriminate against any director, officer, applicant, or participant on the basis of sex, race, color, ethnicity or national origin.

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## Central Coast Purchasers Cooperative (CCPC) Bylaws

### Request for Membership & Approval

I, Trisha Dellis, request to become a member of the central coast purchasing co-op. I represent Carmel Unified School District.

The Carmel Unified School District will follow all the bylaws stated above to their fullest abilities. It is also understood that if all members do not fully participate, they are dependent on the decisions of the members who do participate. Members who do not fully participate may disagree with the decisions that impact the entire group however the decisions made are made by the majority of the participating members.

The Carmel Unified School District agrees to pay the yearly membership fee outlined in the above mentioned bylaws, payable to the Lead District no later than October 1<sup>st</sup>.

Name of School Food Authority    Print name: Trisha Dells    date: \_\_\_\_\_

Sign name: \_\_\_\_\_    date: \_\_\_\_\_

The Central Coast Purchasing Co-op accepts Carmel Unified School District into the co-op with the understanding that Mary Jennings as designated liaison will follow all the bylaws stated above to their fullest abilities.

COOP President    Print name: \_\_\_\_\_

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## Central Coast Purchasers Cooperative (CCPC) Bylaws

Sign name: \_\_\_\_\_ date: \_\_\_\_\_

COOP Secretary      Print name: \_\_\_\_\_

Sign name: \_\_\_\_\_ date: \_\_\_\_\_

### Annual Membership Renewal for Central Coast Cooperative

I, Trisha Dellis, Acting Superintendent, request to renew Carmel Unified School District membership to the Central Coast Purchasing Co-Op for the 2020-2021 school year.

As a member district we agree:

1. To follow all the bylaws to their fullest abilities. It is also understood that if all members do not fully participate, they are dependent on the decisions of the members who do participate. Members who do not fully participate may disagree with the decisions that impact the entire group however the decisions made are made by the majority of the participating members.
2. To pay the yearly membership fee outlined in the bylaws, payable to the Lead District no later than October 1<sup>st</sup>.

Please check which Bid or Bids your district should be named in for the 2020-2021 school year.

x	Grocery – <i>Frozen, Dry, Refrigerated Goods</i>
x	Produce
x	Dairy – <i>Milk, Ice Cream</i>
x	Paper Products
	Distribution ( <i>Super Co-Op Only</i> )

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Name of School Food Authority      Print name: Trisha Dellis      date: \_\_\_\_\_

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## Central Coast Purchasers Cooperative (CCPC) Bylaws

Sign name: \_\_\_\_\_ date: \_\_\_\_\_

You 2020-2021 renewal has been accepted on (date) \_\_\_\_\_ by Central Coast Purchasers Cooperative.

Co-Op President, \_\_\_\_\_.

*A signed copy will be returned to you.*