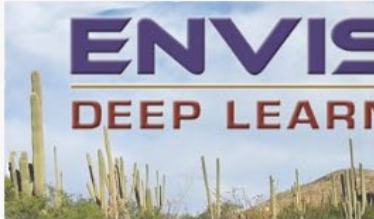


# FFO & Booster Clubs Policy & Procedure Guidelines 2023-2024

**Catalina Foothills Unified School District No. 16**  
**Lisa Taetle – Director of Finance**  
**[lttaetle@cfsd16.org](mailto:lttaetle@cfsd16.org)**

# CATALINA FOOTHILLS SCHOOL DISTRICT

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- Welcome
- New to District Information
- Forms and Documents
- Transportation & Bus Schedules
- Health Services
- Lunch Menus
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- Register for School
- Open Enrollment
- ParentVUE and StudentVUE
- SchoolMessenger Info
- [FFO and Booster Club Policies and Procedures](#)
- Curriculum Revision & Adoption
- ADE Parental Rights Handbook
- ADE Parental Rights Handbook - Spanish
- Safety and Security



booster-club-policies-and-procedures

## General

[FFO/Booster Club Training Recording From 10/25/22 Slides/Business Training \(PDF\)](#)  
[CFSD FFO/Booster Club Procedures \(PDF\)](#)  
[Relations with Booster Organizations \(PDF\)](#)  
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## Fundraising

[Procedures for Fundraising \(PDF\)](#)  
[Student Fundraising District Policy \(PDF\)](#)  
[Raffles \(PDF\)](#)  
[Student Activities Fundraising Request Form \(PDF\)](#)  
[Fundraising Inventory Form \(PDF\)](#)  
[Fundraising Cash Collection Form \(PDF\)](#)

## Food

[Pima County Department of Health Guidelines \(PDF\)](#)  
[Food Operations on District Premises \(PDF\)](#)  
[Food Service Contract Template \(PDF\)](#)  
[Dine Out Fundraising Food Service Contract \(PDF\)](#)  
[Equipment-Ride-Service Contract \(PDF\)](#)  
[Sample Food Service Contract \(PDF\)](#)

## Field Trips

[Field Trips District Policy \(PDF\)](#)  
[Field Trips – The Trust Technical Information Bulletin \(PDF\)](#)  
[Field Trips Request Form \(PDF\)](#)

## Facilities

[Community Use of School Facilities Policy \(PDF\)](#)

# FFO and Booster Club Policies and Procedures



Family-Faculty Organizations (FFOs) and booster clubs are valued partners in CFSD's educational endeavors. FFO/Booster Clubs help promote, support, and improve educational programs and extracurricular activities of the school district. They are responsible for compliance with the same laws and regulations that apply to the school district. All activities must be conducted in a fiscally responsible manner.

This FFO/Booster Club web page was established to enable all of our parent volunteers to access the policy and procedure guidelines and required forms when planning an event. We hope that you find this web page a useful resource.

# Introduction

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Thank you for virtually attending!

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Importance of the role of the FFO/Booster Clubs and CFSD Foundation to our district.

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Review FFO/Booster Club policies and procedures.

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Please share this information with parents who will be organizing events.

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Any forms, contracts or other documents mentioned in this presentation can be downloaded from the website.

## FFO/Booster Clubs

- Help promote, support, and improve educational programs and extracurricular activities of the District
- Separate legal entities from the District
  - May apply for 501(c)(3) tax-exempt status
  - FFO/Booster Clubs are eligible for 501(c)(3) status based upon their affiliation with the School District
  - Responsible for compliance with laws and regulations
  - Activities must support the district's educational mission
  - Conduct activities in a fiscally responsible manner

# FFO/Booster Clubs (cont.)



School principals are responsible for approving and monitoring FFO and Booster Club activities



Some activities must be approved by the Governing Board



Open meetings

Must give adequate notice of meeting time and place  
Majority of officers present

## Organizational Bylaws

- Bylaws are ***required*** and must be approved by the Governing Board
- File a copy with the district Business Office and provide a copy of any bylaw changes
- Sample of Bylaws – located on website
- Required components:
  - Name of organization
  - Objective of organization
  - Eligibility for membership
  - Officer selection, election procedures and officer duties
  - Financial name of bank where organization's account is located, and the officer positions authorized to sign checks



## Organizational Bylaws (cont.)

- Required components – Continued
  - ALL Disbursements **require** signature of two persons designated by the membership to ensure adequate internal control over funds
  - Intended use of funds generated by the organization
  - In the event the organization dissolves, language on the disposition of funds
  - Specific information on time and place of regular meetings and conditions that would constitute calling a special meeting
  - Definition of a quorum and votes needed to pass an item



# Finances

- Separate Finances
  - Bank account for each organization
  - Tax ID number (**cannot** use district's Tax ID number)
  - Purchasing – unable to access district's purchasing discounts, but funds can be donated to the district and the district can purchase
  - Sales (control over collection of monies)
- Fundraising activities must be approved in advance by Governing Board if there is any student involvement, except as noted below
  - If  $\leq$  \$50 per student, per year (max. \$2,000 per year, per group), only Principal's approval needed

# Operations and Financial Responsibility

Obtain approval/support from principals

Establish Officers

Meeting minutes should be produced and maintained for at least three years

Develop goals and a budget that support the goals for fundraising

Usually president, vice president or president elect, secretary and treasurer.

*School employees can serve as advisors only*, not officers and cannot authorize disbursements.

# Monthly/Annual Financial Reports

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Reconcile monthly bank statements verifying all deposits and expenditures.

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Produce monthly financial reports identifying all revenue sources (e.g., fundraisers, dues) and itemize all expenditures.

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Officers must review financial statements.

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Submit annual financial reports (detailed income statement and balance sheet) to the Director of Finance for fiscal year July 1-June 30 by August 31 each year.

# Bank Accounts

Use of district address on bank account is required.

2101 E River Rd, Tucson, AZ 85718

Please do not use an individual's home address

Two signatures required on all checks regardless of dollar value of the check.  
For debit and credit card transactions/transfers, two signatures are required for review and approval.

Large dollar deposits should be prepared by two individuals to ensure adequate internal control over funds collected.

# Cash Receipts

- Please do not accept:
  - Two-party personal checks (someone endorses their check to someone else).
  - Altered checks
  - Checks with rubber stamped or typewritten company names (i.e., check information not pre-printed).
  - Checks payable to two or more persons.
  - Insurance drafts
  - Income tax refunds
  - Dividend checks

# Cash Receipts (cont.)

- Timely deposits
  - At least weekly
  - Daily, if greater than \$250
- Obtain phone number, if not listed on check.
- Fundraising inventory form (example on next two slides).
- Fundraising cash collection form (example on next two slides).





# Sample Cash Collection Form

## School Family Faculty Organization/Booster Club

### FUNDRAISING CASH COLLECTION RECONCILIATION

Location \_\_\_\_\_

Event \_\_\_\_\_ Date \_\_\_\_\_

Club Representative \_\_\_\_\_

Change Fund Receipt Number \_\_\_\_\_ Amount \$ \_\_\_\_\_

<u>Denomination Amount</u>	<u>Cash Collected</u>	<u>Receipt Book/ Ticket Summary</u>
Checks	\$ _____	Beginning Number _____
\$100.00	_____	Ending Number _____
\$50.00	_____	Last Number Used _____
\$20.00	_____	Quantity sold _____
\$10.00	_____	Price \$ _____
\$5.00	_____	
\$1.00	_____	
\$0.25	_____	
\$0.10	_____	
\$0.05	_____	
\$0.01	_____	
TOTALS	\$ _____	
Less Change Issued	_____	
Net Collection	_____	
Total Sales (Quantity x Price)		_____
Less Net Collections		_____
Cash Overage (Shortage)		_____
<b>Total Deposit</b>		<b>\$ _____</b>

Reason for Overage (Shortage): \_\_\_\_\_

Receipts and Change Fund Issued To:

\_\_\_\_\_

Change Fund, Receipts, and Cash Collections  
Received By:

\_\_\_\_\_

Club Representative Signature

\_\_\_\_\_

Club Treasurer

\_\_\_\_\_

Date

Date

# Gifts & Donations

- **All** donations to the District must be approved by the Governing Board.
  - Important to ensure donations are generated for their intended purpose.
- The gift becomes property of the District and the District will ensure the donation is used for its intended purpose.
- Work with the Principal and Director of Finance for donations.
- Work with the Principal and the IT Director if donation relates to technology.

## Gifts & Donations (cont.)

- Procurement
  - Directly by donor
  - vs.
  - Cash donation to the District
  - May be more cost effective for the District to procure due to our access to competitive cooperative pricing.
- Capital improvements must be managed by the District and should be reviewed with the Principal and the Director of Facilities.

# Grants

Grant proposals are routed through the Principal.

Superintendent Kameron reviews and approves all grants prior to submission.

Applies to grants submitted to organizations outside the FFO/Booster Clubs.

# Honorariums & Gifts

- Cannot be promised upfront in exchange for volunteering.
- Gifts cannot be given to District employees, except for gifts of modest value.
  - This has been determined to be ***no greater than \$25 total per employee member, per year.***
  - One exception is a ***gift for a retiring employee where the dollar limit is \$75.***
  - These amounts were established based upon a review with our external audit firm and employees should not accept gifts that exceed these dollar guidelines.

# Fundraising Activities

- All fundraising activities must be approved by Principal.
- Board approval is required for student involvement.
- Fundraising form **must** list a **specific purpose** for the fundraising, list the **anticipated gross and net receipts** and **must** be submitted to the Governing Board at least **two meetings in advance of the event to allow adequate time for their review.**
  - Student share of proceeds
    - Based on level of effort of students, determined at time of approval
    - Cannot be spent on behalf of students
    - Remit to principal
  - Door-to-door sales are prohibited by students.
  - Staff representative must be present at group events where students are involved.

# Sample Fundraising Activities Form

CATALINA FOOTHILLS SCHOOL DISTRICT  
STUDENT FUNDRAISING ACTIVITY REQUEST

Name of Group or Organization	Date Submitted
<b>1.) PURPOSE:</b>	
Identify the purpose of why the funds are being raised. Be specific (NOT a general statement like "program support").	
<b>2.) ACTIVITY:</b>	
Name and describe the fundraising activity. Please provide vendor's name if a vendor is involved.	
<b>3.) LOCATION:</b>	
Be specific: campus-wide, off-campus, front of cafeteria, etc.	
<b>4.) TIME:</b>	
Lunch, all day, etc.	
<b>5.) DATES:</b>	
If items are to be sold over a period of time and delivered on a specific date, please indicate same.	
<b>6.) NAMES OF SPONSORS TO BE IN ATTENDANCE:</b>	
(Signature is required below.)	
<b>7.) GROSS REVENUES AND NET INCOME:</b>	
What is the organization's estimate of the gross receipts AND net income after expenses from this activity?	Gross Sales: _____
	Total Expenses: _____
	Net Income: _____
<b>8.) ALLOCATION</b>	
What's the percent allocated between the two organizations?	Entity 1 _____ %
	Entity 2 _____ %
Group Student Officer Signature	Principal Approval <span style="float: right;">Date</span>
Group Sponsor's signature(s)	Date Approved by Governing Board <span style="float: right;">Send approved</span>

(Principal) original to: Student Activities Bookkeeper. Keep the copy for your files.



# Student Field Trips

Schools cannot charge students for participation in curricular field trips

- Often financed through donations

If extracurricular, fees may be charged

Field trip must be approved in advance of the trip

- Principal, if less than 25 miles
- Governing Board, if 25 miles or more

Field trip requests ***must*** be submitted to the Governing Board at least ***two meetings in advance of the event***

# Student Field Trips (cont.)

- Transportation is by district vehicle (e.g., van, bus) or a licensed common carrier.
  - Only staff members may drive district vehicles.
  - Additional detailed information needed for out-of-state or international travel.

# Raffles

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Organization must exist for at least one year before they can hold a raffle (used to be five years).

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Officers and agents cannot not benefit.

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Management of raffle must be done by your officers and not an outside person.

---

Students cannot be involved.

# Sales and Use Tax

Questions should be referred to a qualified tax consultant.

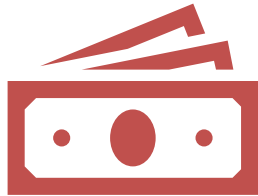
## Sales

- Transaction privilege tax (sales tax)
  - Exemption certificate

## Purchases

- Transaction privilege and use tax
  - Exception for purchases of items for resale

# 501(c)(3) Annual Forms



## IRS Form 990, 990-EZ or 990-N

If not filed for three years, tax-exempt status revoked.

Instructions on filing requirements can be obtained on IRS website.

Any questions should be directed to a qualified tax preparer.

District cannot provide any tax advice.



## AZ Form 99

Due 15<sup>th</sup> day of 5<sup>th</sup> month following close of the fiscal year =

November 15<sup>th</sup>!

# Form 1099-Misc

- Generally for services paid to provider  $\geq$  \$600
  - Rents
  - Services provided by self-employed, partnership, etc. (any entities other than corporations).
- Need tax ID numbers – Obtain a W-9 Form from provider
- Issue a 1099-Misc to recipient by the end of January
- Send copy of 1099-Misc to IRS by the end of February
- Direct any questions to a qualified tax consultant

# Charitable Donation Letters

For organizations who are 501(c)(3)

Create letter for donations  $\geq$  \$250 – IRS Requirement

If partly goods/services provided,  $\geq$  \$75

Identify in the donation letter if no goods or services have been provided (i.e., cash donation).



# Insurance

## Directors and Officers liability

- Premiums paid by AZ School Risk Retention Trust (ASRRT).
- Theft or embezzlement covered by District's crime policy.

## Bonding

- Currently covered by District

# Vendor Contracts

All contracts must be sent to the Director of Finance for review and signature.

FFO's and Booster club officers cannot sign contracts.

## Dine-Out Contracts

- Requires Director of Finance or Superintendent's signature(s).
- No insurance certificate or license to operate needed.

## Food Service Contracts

- **Contracts will not be signed until a current and complete certificate of insurance and a valid license to operate are provided.**

## All Other Vendor Contracts

- Requires valid certificate of insurance only.

# Vendor Contracts (cont.)

- Effective in 2013, the district no longer allows the use of inflatables, bouncing houses, trampolines, water slides, etc., at any district event on or off our campuses.
- Effective July 2014, the ASRRT no longer insures ropes courses or climbing walls higher than 10 feet or trampolines.

# Vendor Insurance Certificates

- District must be named as an additional insured and Certificate Holder must be in the District's name and the District office address (2101 E. River Road, Tucson, AZ 85718).
- If certificate does not reference a specific date or event it can be used for all district events as long as the vendor's insurance policy is in force.
- Ensure the certificate is in the vendor's name and that the coverage dates are current.
- Send completed certificate to the Director of Finance.
- Goods/services cannot be provided until these documents are completed and signed.

# Sample Vendor Insurance Certificate

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 06/13/2023		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
<b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
<b>PRODUCER</b> American Premier Ins Agency 8631 S Priest Dr Ste 101 Tempe AZ 85284-		<b>CONTACT</b> NAME: Harold Bordelon PHONE (A/C No. Ext): (480)423-3444 FAX (A/C No.): (480)941-0892 E-MAIL ADDRESS: hbordelon@am-premier.com		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Liberty Mutual Company 41785 INSURER B: Liberty Mutual Company 41785 INSURER C: INSURER D: INSURER E: INSURER F:		
<b>INSURED</b> Partnering For Success, Inc Tucson Kona Ice 2601 N Jeanette Ave Tucson AZ 85749-						
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b>		<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	GENERAL TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	BZS56644609	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (if a occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	BAS56644609	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (if a accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			INC STATU-TORY (AITS) OTH-ER: E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS   LOCATIONS   VEHICLES (Attach ACORD 105, Additional Remarks Schedule, if more space is required) RE: Catalina Foothills School District #16, 2101 E River Rd, Tucson AZ Catalina Foothills Unified School District No. 16, its officers, employees, agents, and representatives are listed as additional insureds.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>		AI 016432	
Catalina Foothills Unified School District No. 16 2101 East River Road Tucson AZ 85718-			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		AUTHORIZED REPRESENTATIVE 	

Sample  
License to  
Operate

Permit to Operate

PIMA COUNTY HEALTH DEPARTMENT  
ABRAMS PUBLIC HEALTH CENTER  
3950 S. COUNTRY CLUB ROAD, SUITE 2301  
TUCSON, AZ 85714

Name of Business: EVERBOWL

5635 E RIVER RD #101  
TUCSON AZ 85750

Type of Business: CLASS 2 RETAIL/LIMITED PREPARED FOOD  
LESS THAN 2500SQFT (2000C)

Owner of Business: MAAZY LLC

License #: 22-163716

Valid From: 04/01/2023

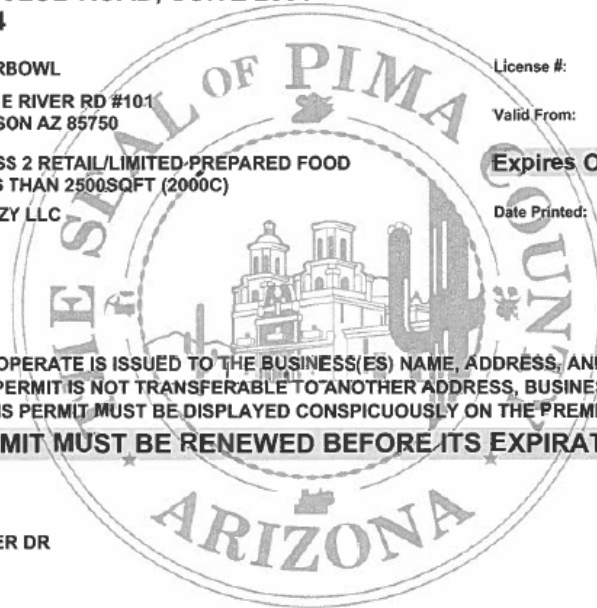
Expires On: 03/31/2024

Date Printed: 08/07/2023

THIS PERMIT TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS PERMIT IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON. THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.

**THIS PERMIT MUST BE RENEWED BEFORE ITS EXPIRATION DATE.**

EVERBOWL  
3906 W SAFFLOWER DR  
LEHI UT 84043



*Loni Anderson*

Loni Anderson, REHS, RS, Division Manager

## DINE-OUT FUNDRAISING FOOD SERVICE AGREEMENT

For each item sold \$ 95<sup>0/10</sup> Dollar Amount (Or percentage) goes to Blue Ice (VENDOR) and  
\$ 13 Dollar Amount (Or percentage) goes to the Ventura Vista (DISTRICT ORGANIZATION).  
0/4

1. This DINE-OUT FUNDRAISING FOOD SERVICE AGREEMENT (AGREEMENT) is made between Catalina Foothills Unified School District No. 16, (DISTRICT) and VENDOR. The food service/sale period shall begin on 8/4/23 MM/DD/YYYY at 11:00 [ A.M./ P.M.] and end on 8/4/23 MM/DD/YYYY at 4:00 [ A.M./ P.M.]
2. The food is to be sold at Blue Ice Gelato 6878 E. Sunrise Drive Suite 140 Tucson AZ 85730 [e.g., Restaurant name and location].
3. VENDOR'S sole compensation shall be its share of the menu item price, as set forth above. There shall be no other charges to DISTRICT. VENDOR shall maintain records of the number of menu items sold. The division of the sale proceeds shall be determined and the District's share of the sales shall be paid to the District within 30 days after the conclusion of the event.
4. VENDOR shall be solely responsible for preparing and selling the menu items, as well as the use of its equipment and the supervision of that use and equipment and will be solely responsible for any damage to its equipment.
5. VENDOR agrees to follow all applicable laws, ordinances and regulations, including but not limited to all applicable requirements of the Pima County Health Department.
6. VENDOR shall indemnify, defend, and hold harmless DISTRICT, DISTRICT ORGANIZATION, and its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by DISTRICT, DISTRICT ORGANIZATION, and its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by VENDOR and/or its employees, agents, representatives, or subcontractors, injuries occurring on VENDOR's premises or in whole or in part out of the failure of or defects in equipment and menu items provided.
7. This AGREEMENT may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference. This reference states either party may cancel anytime within three years.
8. This contract shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the mandatory contract provisions of state agencies and political subdivisions required by statute, administrative code, or executive order.
9. This AGREEMENT constitutes the full agreement between VENDOR and DISTRICT.

VENDOR NAME: Blue Ice Gelato

By my signature, I accept the terms of this food service agreement and have the authority to do so.

VENDOR: Rebecca N. Olson Date: 7/31/23

By my signature, I accept the terms of this food service agreement.

DISTRICT REPRESENTATIVE: Mary James

Date: 8/1/2023

TITLE: Superintendent

Authorized Representative for Catalina Foothills Unified School District No. 16

# Sample Dine-Out Contract



## FOOD SERVICE CONTRACT

### MENU ITEMS TO BE SOLD AND PRICE:

Menu Attached _____	Food Item	\$ _____	Price
_____	Food Item	\$ _____	Price
_____	Food Item	\$ _____	Price
_____	Food Item	\$ _____	Price

(For each item sold \$ \_\_\_\_\_ Dollar Amount goes to VENDOR and \$ \_\_\_\_\_ Dollar Amount goes to the DISTRICT ORGANIZATION)

1. This Contract is made between Catalina Foothills Unified School District No. 16, (the "DISTRICT") and Jozarelli's Italian Food Truck \_\_\_\_\_ (Vendor Name) 3175 W Starr Galaxy DR. Tucson, Az 85745 \_\_\_\_\_ (Vendor Address), (the "VENDOR"), for the provision, preparation and sale of the above listed menu items. The food service/sale period shall begin on 8/11/23 \_\_\_\_\_ (Month, Day, Year) at 6:30 A.M.  P.M.  and end on 8/11/23 \_\_\_\_\_ (Month, Day, Year) at 9: \_\_\_\_\_ A.M.  P.M.
2. The food is to be sold at CFHS4300 E Sunrise Dr. Tucson, Az.85718 \_\_\_\_\_ Location (e.g., School Name and School Address). DISTRICT grants VENDOR the right to enter the property at the said address for the delivery and removal of VENDOR'S equipment as well as the preparation and sale of the menu items. VENDOR agrees to have all equipment delivered, set up and ready for sales by the start time of the food service/sale period and to remove VENDOR's equipment within two hours of the end time of the food service/sale period. VENDOR is solely responsible for all of its equipment at all times.
3. VENDOR'S sole compensation shall be its share of the menu item price, as set forth above. There shall be no charges to DISTRICT, including no charge for the delivery or removal of VENDOR's equipment. VENDOR shall maintain records of the number of menu items sold. The division of the sale proceeds shall be determined and the District's share of the sales shall be paid to the District at the end of the food service/sale period, before VENDOR leaves the premises on the day of the event.
4. VENDOR shall be solely responsible for preparing and selling the menu items, as well as the use of its equipment and the supervision of that use and equipment and will be solely responsible for any damage to its equipment, unless such damage is caused by the DISTRICT'S negligence.
5. VENDOR agrees to follow all applicable laws, ordinances and regulations, including but not limited to all applicable requirements of the Pima County Health Department.
6. Indemnification.

# Sample Food Service Contract

- A. VENDOR shall indemnify, defend, and hold harmless the DISTRICT and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the DISTRICT, its officers, agents, employees or representatives on account of any loss or damage to property and for injuries to or death of any person arising in whole or in part out of any act or omission by VENDOR and/or its employees, agents, representatives, or subcontractors or in whole or in part out of the failure of or defects in equipment, menu items or food services provided.
- B. The DISTRICT shall indemnify, defend, and hold harmless VENDOR and any of its officers, employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by VENDOR, its officers, agents, employees, or representatives on account of any loss or damage to property and for injuries to or death of any person arising out of any act or omission by the DISTRICT and/or its employees, agents, representatives, or subcontractors.
7. Insurance. VENDOR, at its sole expense, shall provide and maintain a liability insurance policy with the minimum limits of one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage for any incident related to the services provided pursuant to this Contract. It is agreed that such coverage shall be and constitute primary coverage pursuant to Arizona law. The foregoing coverage shall be effective at all times during the food service/sales period. The policy of insurance shall (1) be written as primary insurance and be non-contributing to any coverage of the DISTRICT, including any coverage provided by the Arizona School Risk Retention Trust, Inc.; (2) waive the VENDOR's Insurer's right of subrogation, or similar rights, against the DISTRICT, its officers, employees, agents, and representatives; and (3) name the DISTRICT and its officers, employees, agents, and representatives as additional insureds.
8. Entire Agreement. This Agreement constitutes the full agreement between VENDOR and the DISTRICT.
9. Weather Policy. During periods of severe weather conditions (i.e., rain, high winds, etc.), either party may cancel the reservation. In the event that the reservation is canceled due to severe weather prior to the set up of the equipment, the DISTRICT is entitled to a full refund of any deposit and/or fees paid in advance, if any.

VENDOR NAME: Joseph Sotomayor

By my signature, I accept the terms of this food service agreement.

VENDOR: Joseph Sotomayor Date: \_\_\_\_\_

Authorized Representative for Joseph Sotomayor (Vendor Name)

By my signature, I accept the terms of this food service agreement.

DISTRICT REPRESENTATIVE: [Signature]

Date: 7/28/2013

TITLE: Director of Finance

Authorized Representative for Catalina Foothills Unified School District No. 16

# Sample Food Service Contract (cont.)

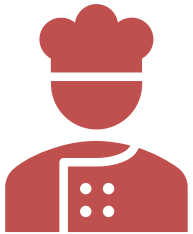
# Conflict of Interest

Definition – situation in which a person is in a position to derive personal benefit from actions or decisions.

Each year, all District employees required to disclose and complete a conflict-of-interest form.

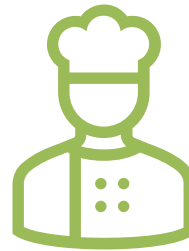
Please do not utilize vendors that are employees of the District.

# Southwest Foodservice Excellence, LLC (SFE)



## Food service vendor for the district:

Southwest Foodservice Excellence (SFE)



## Contact Info:

Kenny Alexander, SFE GM of Foodservice

- [Email: kalexander@cfsd16.org](mailto:kalexander@cfsd16.org)
- Office: (520) 209-8345

# Food Operations

- Refer to the bulletin from The Trust related to food operations. These rules apply to events sponsored by the FFO or Booster Club on or off district premises.
- There are many Pima County Health Department requirements that must be adhered to.
- The website to utilize for more detailed requirements related to Pima County is:  
<http://webcms.pima.gov/health>

# Technical Information Bulletin No. 54



## TECHNICAL INFORMATION BULLETIN No. 54

**To:** Members, Arizona School Risk Retention Trust, Inc.

**Re:** Food Operations on School Grounds

**PLEASE DISTRIBUTE  
TO:**

- Superintendents
- Principals
- Food services personnel
- Teachers
- Athletic directors
- Coaches
- Club/organization sponsors

### Introduction

In July of 2012, the Maricopa County Environmental Services Department sent a mass communication to school principals and superintendents throughout the county. (See **Exhibit 1.**) The purpose of the communication was to call attention to “independent food operations” that were selling or giving away food on school grounds, in some cases in violation of state and local laws and regulations. In particular, the document raised concerns about: (a) the types of food being sold; (b) the facilities/equipment being used (or not being used) in conjunction with food sales; and (c) selective failures to secure the necessary food/beverage permits.

This Technical Information Bulletin provides information on the laws and regulations related to food/beverage concessions outside of the cafeteria setting. Though the discussion is based on the requirements for Maricopa County, the issues addressed should be of concern to *all* Trust members. Individual members should check on requirements specific to their jurisdictions. (See the “References” section of this document for a listing of county regulatory authorities.)

### When Can Food/Beverages be Sold Without a Permit?

Many schools have on-campus concession stands, and many more allow the sale of food and beverages in conjunction with on-campus athletic events, club functions, fundraisers, and so on. In certain circumstances, food sales in these settings require a county permit. In other circumstances, they do not.

In general, *no* health permit for food sales is required when:

1. the food/beverage is commercially prepared and individually pre-packaged; and
2. the food is “non-PHF” (a non-potentially hazardous food), meaning that it generally does not require time and/or temperature controls to limit the growth of microorganisms that can cause illness.<sup>1</sup>

# Vendors With Documents on File

## Vendors With Documents on File

LAST UPDATED: 8/28/2023

**NOTE: A New Contract Must Be Completed For Every Event.**

[FOR DINE-OUT EVENTS ONLY A DINE-OUT FOOD SERVICE CONTRACT SIGNED BY BOTH PARTIES IS NEEDED.  
NO INSURANCE CERTIFICATE OR LICENSE TO OPERATE IS REQUIRED FOR DINE-OUT EVENTS.]

Food Vendors	License To Operate Expiration Date	Insurance Certificate Expiration	
Al Gusto Coffee			No Current Documents
American Flying Buffalo			No Current Documents
Artisan Popped Corn			No Current Documents
Barrio Charro			No Current Documents
Baja Dogs			No Current Documents
A and D Pizza Inc. (dba Barro's Pizza)			No Current Documents
AZ Sun & Ice, LLC			No Current Documents
BBQ Rush			No Current Documents
Bella's Gelato			No Current Documents
Beyond Bread			No Current Documents
Bianchi's Italian Restaurant	8/31/2023	3/21/2024	
Blaze Pizza			No Current Documents
Blue Ice Gelato, LLC			No Current Documents
Boston Market			No Current Documents
El Charro Café, 7725 N Oracle Road			No Current Documents
El Guero Canelo Placita Inc, 2480 N Oracle Road	8/31/2023	9/1/2023	
El Molinito, 2323 N Pantano Road, Tucson 85715	10/31/2023		No Current Insurance Certificate
Enjoy a Bowl			No Current Documents
El Pollo Loco			No Current Documents
El Saguarito, 1763 E Prince Road			No Current Documents
El Saguarito, 3535 E Fort Lowell Road			No Current Documents
El Sinaloense #5 Hot Dog		11/17/2023	No Current License to Operate
Enjoya Bowls, LLC			No Current Documents
Everbowl Tucson (Maazy, LLC)	3/31/2024	12/1/2023	
Fin's Landing			No Current Documents
Fire Engine Dogs			No Current Documents
Fork & Fire Mobile Foods, LLC	6/30/2024	9/27/2023	No Current Documents
Fox Restaurant Concepts, LLC			No Current Documents
Frankie's South Philly Cheesesteaks, LLC			No Current Documents
Frost Gelato, 7131 N Oracle Road			No Current Documents



# Vendor With Documents on File (cont.)

Equipment Rental, Services and Other Vendors	Insurance Certificate Expiration	
5th Avenue Productions		No Current Insurance Certificate
ACE Casino & Suite Games of AZ		No Current Insurance Certificate
All About Parties		No Current Insurance Certificate
Arizona Cine Equipment		No Current Insurance Certificate
Southwest Events & Rentals, Inc. (dba Arizona Party Rental)		No Current Insurance Certificate
Arizona Star Tours, LLC		No Current Insurance Certificate
Artsy Events, LLC		No Current Insurance Certificate
AZ Party Rental		No Current Insurance Certificate
Back Home, Inc. (dba Gaslight Theatre)	3/14/2024	
Brain Stem, LLC		No Current Insurance Certificate
Britta Van Vranken Photography		No Current Insurance Certificate
Bling By Design		No Current Insurance Certificate
Chameleon Karaoke		No Current Insurance Certificate
Clear Choice Photo Booth		No Current Insurance Certificate
College Agency		No Current Insurance Certificate
Corporate Picnic & Events - Equipment Rentals		No Current Insurance Certificate
Dan Lornitis Comedy Hypnotist		No Current Insurance Certificate
Delivery Doctors Movers, LLC		No Current Insurance Certificate
Desert DJs		No Current Insurance Certificate
Desert Memories Photo Booths, LLC		No Current Insurance Certificate
DJ Man Entertainment		No Current Insurance Certificate
Eagle Vending (AFM, Inc.) - Pool Tables, Foosball Tables, etc.		No Current Insurance Certificate
Express Your Selfie		No Current Insurance Certificate
Extreme Entertainment		No Current Insurance Certificate
Fireworks Productions		No Current Insurance Certificate
Flam Chen Theatre Company		No Current Insurance Certificate
Flashbulb Memories Photo Booth, LLC		No Current Insurance Certificate
Flip Book Memories (Amy Wahl)		No Current Insurance Certificate
Friendly Pines Camp		No Current Insurance Certificate
Glitzy & Glitter Girl - Brianna Van Echo		No Current Insurance Certificate
Grad Images		No Current Insurance Certificate
Haymore Productions - DJ Service		No Current Insurance Certificate
Hello Gorgeous		No Current Insurance Certificate
Hilton El Conquistador		No Current Insurance Certificate
Hypno Joe		No Current Insurance Certificate
Inter-State Studio & Publishing Company		No Current Insurance Certificate
Jennifer Preciado (dba That Balloon Girl)	7/26/2024	
Joe DeCarlo (dba Hypno Joe)	5/17/2024	

## Additional Considerations

No outside food or food vendors can be on school premises during the school day

- Contractual requirements with SFE.
- In violation of regulatory requirements of the National School Lunch Program.

Any event where alcoholic beverages are served or are available

- A supplemental insurance policy must be purchased by the organization hosting the event to cover the liability created by the presence of alcohol.
- The Trust does not provide any liability coverage related to alcohol.
- **No students can attend an event where alcohol is served.**

## Hiring Off-Duty Sheriffs

Off-Duty Sheriff support can be obtained by contacting the Pima County Sheriff's Department.

The FFO/Booster Clubs must sign an "Off-Duty Work Regulation" form, which agrees to the hourly rate and other conditions regarding hiring off-duty sheriffs.

The District completes an annual contract and provides the Pima County Sheriff's Department with an insurance certificate issued by The Trust.

# Freedom Of Information Act

- If the FFO or Booster Club wants to obtain student and/or parent information from the district's student information system, a Freedom of Information Act (FOIA) form must be completed.
- Form is available on the [cfsd16.org](http://cfsd16.org) website.
- Reviewed and approved by Superintendent Kameron Zell.

# Sample Freedom Of Information Act Form

## KDB-E

EXHIBIT

### PUBLIC'S RIGHT TO KNOW / FREEDOM OF INFORMATION

#### REQUEST FOR PUBLIC RECORDS OF THE SCHOOL DISTRICT

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
(street) (city) (state) (zip)

Phone: Home \_\_\_\_\_ Work \_\_\_\_\_

E-mail address \_\_\_\_\_

Nature of request:

- Opportunity to review records (no original record may leave the custodian's office)
- Copies of records.

Please read and sign the following statement:

I have requested public records of the School District for a noncommercial purpose described here:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Date) (Signature)

*Notice: A fee will be charged per KDB-R.*

Questions?

