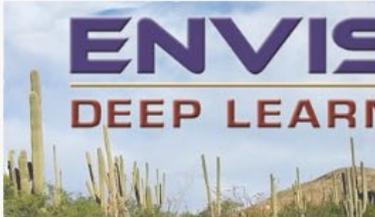


FFO, Foundation & Booster Clubs Policies & Procedures Guidelines 2024-2025

Catalina Foothills Unified School District No. 16
Lisa Taetle – Director of Finance
ltaetle@cfsd16.org

CATALINA FOOTHILLS SCHOOL DISTRICT

[Home](#) [About Us](#) [Parents](#) [Our Schools](#) [Academics](#) [Administrative](#) [Human Resources](#) [Community](#)



- Welcome
- New to District Information
- Forms and Documents
- Transportation & Bus Schedules
- Health Services
- Lunch Menus
- National School Lunch App
- Family Faculty Organization
- 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 \(PDF\)](#)
[Organizational Bylaws \(PDF\)](#)
[Formal Non-Profit Corporation \(PDF\)](#)

[VENDORS with DOCUMENTS on FILE \(PDF\)](#)

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

Thank you for Attending!

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

Review of Policies and Procedures.

Share Information with Event Organizers.

Any forms, contracts or other documents referenced in this presentation are available for download from the CFSD website.

FFO's, CFSD Foundation & Booster Clubs

- Help promote, support, and enhance educational programs and extracurricular activities of the District.
- Operate as separate legal entities from the District.
 - Eligible to apply for 501(c)(3) tax-exempt status based upon their affiliation with the School District.
 - Responsible for compliance with laws and regulations.
 - Activities must align with the District's educational mission.
 - Conduct activities in a fiscally responsible manner.

FFO's, CFSD Foundation & Booster Clubs (cont.)



School Principals are responsible for approving and overseeing FFO and Booster Club activities



Some activities require Governing Board approval



Open Meetings

Provide adequate notice of meeting time and place.
Majority of officers present.

Organizational Bylaws

- Bylaws are ***mandatory*** and must be approved annually by the Governing Board.
- Provide copy of bylaws to the District Business Office and forward updates/changes.
- Sample of Bylaws – available on CFSD website
- Required Components of Bylaws include:
 - Name of the organization
 - Objective
 - Eligibility for membership
 - Officer selection, duties, and election procedures
 - Financial institution's name of where organization's funds are held
 - Officer positions
 - Authorized check signers

Organizational Bylaws (cont.)

- Required Components – Continued:
 - ALL disbursements **must** be signed by two individuals designated by membership to ensure proper internal control over funds.
 - Specify intended use of funds generated by the organization.
 - Dissolution – include language on the disposition of funds.
 - Specific information on time and place of regular meetings.
 - Conditions under which special meeting called.
 - Definition what constitutes a quorum and outline voting requirements.

Finance Guidelines

- **Bank Accounts and Tax ID Numbers**
 - Separate Accounts: Each organization must have its own bank account and Tax ID Number
 - Cannot use the District's Tax ID Number
- **Purchasing with District Discounts**
 - Direct Donations: To take advantage of the District's purchasing discounts, organizations can donate funds directly to the District. The District can then make the necessary purchases on the organization's behalf. Common practice and can help streamline purchasing process.
- **Sales and Fund Collection**
 - Tracking Methods: When collecting funds from sales or fundraisers, use a tracking method such as pre-numbered receipts or ticket tracking. This ensures that all funds are accounted for and properly matched with the sales.
 - Electronic Tracking: Many organizations now use electronic systems for handing funds.

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Fundraising Approval

- **Fundraising Approval**
 - **Student Involvement:** Any fundraising activity involving students must be approved in advance by the Governing Board.
 - **Exception:** If fundraiser involves less than or equal to \$50 per student per year, with a maximum of \$2,000 per year per group, then only Principal's approval required.
 - **Non-Student Fundraisers:** Fundraisers that do not involve students do not require Governing Board approval. However, still requires Principal's approval for these activities to ensure alignment with District policies.
- These guidelines are designed to ensure all financial and fundraising activities are conducted transparently and in compliance with District policies.

Operations and Financial Responsibility

Obtain approval/support
from School Principals

Establishing Officers

Meeting minutes recorded
and maintained for period of
three (3) years

Set clear goals and develop
budget to support goals for
fundraising

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

*School employees can
serve only as advisors, not
permitted to hold officer
positions or authorize
disbursements.*

Monthly/ Annual Financial Reports

Reconcile monthly bank statements verifying all deposits ...
and expenditures.

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

Officers must review all financial statements.

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.

Reviewed by Auditors!

Bank Accounts

District or school address on bank account is required.

2101 E River Rd, Tucson, AZ 85718

Please avoid using individual's home address.

Two (2) signatures required on all checks regardless of dollar value of the check. For debit and credit card transactions/transfers, two individuals review and approve transaction.

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

Cash Receipts

- Please do not accept the following types of checks:
 - Two-party personal checks (where one person endorses their check to another).
 - Altered checks
 - Checks with rubber stamped or typewritten company names (i.e., checks with non-pre-printed information).
 - 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: (An example is provided on next two slides).
- Fundraising Cash Collection Form: (An example is provided on next two slides).

Sample Fundraising Inventory Form

Fund Raising Inventory Form

NOTE: This form (or similar format) should be used for all fund raisers. (Candy sales, car washes, entertainment books, etc).

Item Description	Quantity Purchased	Cost Per Item	Amount Paid (Cost) (Quantity x Unit Invoice Price)	Quantity Sold	Unit Sales Price	Total Collected (Quantity x Sales Price)

Cost Sub-total _____ Total Collected _____
 Sales tax/shipping/handling _____
 Total Paid _____

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)		_____
Total Deposit		\$ _____

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 receive approval from the Governing Board.
 - Important to ensure donations are used for their intended purpose.
- Once received, the gift becomes property of the District, which will ensure the donation is applied as intended.
- For donations, collaborate with the Principal and Director of Finance.
- If donation is related to technology, also consult with IT Director.

Gifts & Donations (cont.)

- Procurement Options:
 - Direct Procurement by Donor: Donors may choose to procure items directly.
 - vs.
 - Cash Donation to the District: It 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.
 - Review projects with the Principal and the Director of Facilities.

Grants

Grant proposals routed through the Principal.

Superintendent Bartlett reviews and approves all grants before submitted.

This requirement applies to grants submitted to organizations outside the FFO/Booster Clubs.

Honorariums & Gifts

- Cannot be promised upfront in exchange for volunteering.
- Gifts to District employees:
 - Gifts should be of modest value, defined as ***no greater than \$25 per employee, per year.***
 - Exception: A ***gift for a retiring employee may be up to \$75.***

** These amounts were based on a review with our external audit firm. Employees should not accept gifts exceeding these dollar guidelines. **

Fundraising Activities

- All fundraising activities must be approved by the Principal.
- If fundraising involves student participation, Board approval is required.
- The fundraising form **must:**
 - List a **specific purpose** for the fundraising.
 - Include anticipated gross and net receipts.
 - Be submitted to the Governing Board at least **two meetings prior to the event to allow sufficient time for review.**
- Student Share of Proceeds:
 - Share of proceeds allocated to students is based on their level of effort
 - Determined at the time of approval
 - Funds cannot be spent on behalf of students
 - Must be remitted to the Principal
- Door-to-door sales by students are prohibited.
- A staff representative must be present at group events involving students.

Sample Fundraising Activities Form

CATALINA FOOTHILLS SCHOOL DISTRICT
STUDENT FUNDRAISING ACTIVITY REQUEST

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

(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 trips must be approved in advance of the trip.

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

Field trip requests *must* be submitted to the Governing Board at least *two meetings* prior to the event .

Student Field Trips (cont.)

- Transportation for field trips must be by district vehicle (e.g., van, bus) or a licensed common carrier.
- Only staff members may drive district vehicles.
- For out-of-state or international travel, additional detailed information is required.

Raffles

Organization must be established for at least one year before holding a raffle (reduced from previous five-year requirement).

Officers and agents cannot benefit.

Raffles must be managed by the organization's officers (outside individuals or organizations cannot handle the raffle).

Students cannot be involved.

Sales and Use Tax

Questions should be referred to a qualified tax consultant.

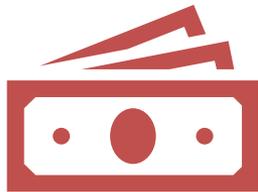
Sales

- 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 organizations fails to file 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 15th day of 5th month following close of the fiscal year =

November 15th!

Form 1099-Misc

- Required to be filed for certain payments to individuals or businesses. Key situations when needed:
 - Non-Employee Compensation
 - Rent Payments
 - Prizes and Awards
 - Other Income (Such as legal settlements)
- Need tax ID number – Obtain a W-9 Form from provider
- Issue a 1099-Misc to recipient by January 31st.
- Send copy of 1099-Misc to IRS by February 28th.
- Questions – Consult qualified tax professional.

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

Specify whether goods or services were provided

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

Outside 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 issued by the health department 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

ACORD®		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 08/05/2024	
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.							
IMPORTANT: 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).							
PRODUCER Veracity Insurance Solutions, LLC. Pleasant Grove UT 84062				CONTACT NAME: PHONE (A/C, No, Ext): (877) 536-7290 FAX (A/C, No): E-MAIL ADDRESS: info@insurebodywork.com			
INSURED Jennifer Preciado, DBA That Balloon Girl 4158 E Flower St Tucson AZ 85712				INSURER(S) AFFORDING COVERAGE INSURER A: Accelerant Specialty Insurance Company NAIC # 16890 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
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.							
INSUR LTR	TYPE OF INSURANCE	ADDL SUBR	INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	S0220GL00000200-BBI517015	07/26/2024	07/26/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ANIMAL BAILLEE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		<input checked="" type="checkbox"/>	S0220GL00000200-BBI517015	07/26/2024	07/26/2025	INCLUDED
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.							
CERTIFICATE HOLDER				CANCELLATION			
Catalina Foothills School District 2101 e river rd 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
Issued by
the Health
Department**

Permit to Operate

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

Name of Business: JOZARELLI'S - VIN#4UZAARDT3DCFG4878
4525 S PARK AVE
TUCSON AZ 85713
License #: 3120783
Valid From: 11/01/2023
Type of Business: CLASS 3-MOBILE FOOD FULL SERVICE MENU
REPORTS TO COMMISSARY (3300D)
Owner of Business: JOZARELLI'S LLC
Date Printed: 11/13/2023

Expires On: 10/31/2024

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.

JOZARELLI'S - VIN#4UZAARDT3DCFG4878
3175 W STARR GALAXY DR
TUCSON AZ 85745



Loni Anderson, REHS, RS, Division Manager

DINE-OUT FUNDRAISING FOOD SERVICE AGREEMENT

For each item sold \$ 85^{0/10} Dollar Amount [Or percentage] goes to Blue Ice (VENDOR) and \$ 15^{0/10} Dollar Amount [Or percentage] goes to the Centura Vista (DISTRICT ORGANIZATION).

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 [8/2/24] MM/DD/YYYY at 11:00 [A.M./ P.M.] and end on [8/2/24] MM/DD/YYYY at 10:00 [A.M./ P.M.]
2. The food is to be sold at Blue Ice Gelato 6878 E Sunrise Drive Suite 140 [e.g., Restaurant name and location]. Tucson AZ 85780
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: Becca N. Maro Date: 7/29/24

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

DISTRICT REPRESENTATIVE: Lisa Taatle

Date: 8-1-2024

TITLE: Director of Finance

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 – A situation where a person has the potential to gain personal benefit from their actions or decisions due to their position or role.

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

Please do not use vendors for outside contracts that are employees of the District.

Southwest Foodservice Excellence, LLC



Food service vendor for the District:

Southwest Foodservice Excellence, LLC
(SFE)



Contact Information:

Kenny Alexander, SFE GM of Food
Service Program

- [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, which applies to events sponsored by the FFO or Booster Clubs on or off district premises.
- There are several Pima County Health Department requirements that must be followed.
- For detailed requirements related to Pima County, visit: <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.¹

Vendors With Documents on File

Vendors With Documents on File

LAST UPDATED: 8/20/2024

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.]

[THE LICENSE TO OPERATE IS THE FOOD SERVICE LICENSE REQUIRED THAT IS ISSUED BY THE HEALTH DEPARTMENT. IT IS NOT THE BUSINESS LICENSE.]

Food Vendors	License To Operate Expiration Date	Insurance Certificate Expiration	
Al Gusto Coffee	8/31/2024		No Current Insurance Certificate
Bianchi's Italian Restaurant	8/31/2024	3/31/2025	
Bugaloo's Soft Serve	3/31/2025		No Current Insurance Certificate
El Sinaloense #5 Hot Dog	10/31/2024		No Current Insurance Certificate
Fork & Fire Mobile Foods, LLC	6/30/2025	3/1/2025	
Guadalajara Mexican Grill, 4901 E Broadway Blvd, Tucson 85711	8/31/2024	3/17/2025	
Heavy Kettle, LLC	2/28/2025	2/10/2025	
Irene's Ice Cream & Cones		9/1/2024	No Current License to Operate
Johnnie's Java, LLC	3/31/2025	8/25/2024	
Jozarelli's	10/31/2024		No Current Insurance Certificate
Kona Ice of Marana	2/28/2025	3/9/2025	
Maui Wowi (dba Bo's AZ Smoothies, LLC)	12/31/2024	3/15/2025	
No Anchovies	10/31/2024		No Current Insurance Certificate
Papa Johns (MRJ - Verona, LLC) 6860 E Sunrise Drive #116, Tucson 85750		10/1/2024	No Current License to Operate
Papa Johns (MRJ - Verona, LLC) 6462 E 22nd Street, Tucson 85710		10/1/2024	No Current License to Operate
Papa Johns (MRJ - Verona, LLC) 2220 El Camino Rinconado, Tucson 85749		10/1/2024	No Current License to Operate
Papa Johns (MRJ - Verona, LLC) 3305 N Swan Road B107, Tucson 85715	1/31/2025	10/1/2024	
Sapphire Services, LLC (Tucson Shared Kitchen - Central Kitchen)		2/4/2025	No Current License to Operate
Southwest Foodservice Excellence, LLC (SFE)	On File	On File	
Special Eats, LLC		4/15/2025	No Current License to Operate
Takoyaki Balls	11/30/2024	8/26/2024	
The Blacktop Grill	10/31/2024	9/28/2024	
Trucking Good Cupcakes		11/7/2024	No Current License to Operate
Tucson Kona Ice	8/31/2024	5/1/2025	
U of A Production Kitchen	Self Insured	2/28/2025	

Vendor With Documents on File (cont.)

	Insurance
	Certificate
Equipment Rental, Services and Other Vendors	Expiration
ALC Rentals, LLC (dba A La Carte Rentals & Parties Plus)	2/23/2025
Jennifer Preciado (dba That Balloon Girl)	7/28/2025
Lucid Lizard Entertainment, LLC	8/25/2024
Primetime Events (Darin Taoka)	11/25/2024
Queen of Hearts Casino Parties, LLC	9/12/2024
Wild West Promotions, Inc.	12/12/2024

Additional Considerations

Outside Food/Vendors: No outside food or food vendors are allowed on school premises during the school day.

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

Alcoholic Beverages at Events: 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 liability coverage for alcohol.
- **Students are not permitted to attend events where alcohol is served.**

Hiring Off-Duty Sheriffs

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

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

Annual Contract: 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 needs 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 Access: Available on the cfsd16.org website.
- Approval: Request reviewed and approved by Superintendent Bartlett.

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?

