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FFO & Booster Clubs Policy & Procedure Guidelines 2019-2020

Catalina Foothills Unified School District No. 16
Lisa Taetle – Director of Finance
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CATALINA FOOTHILLS SCHOOL DISTRICT

ENVISION ²¹ DEEP LEARNING • CFSD



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HIGH SCHOOL

FFO and Booster Club Policies and Procedures

General

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Formal Non-Profit Corporation

VENDORS with DOCUMENTS on FILE

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

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

Introduction

- Thank you for attending! Please sign in.
- Importance of the role of the FFO/Booster Clubs and CFSD Foundation to our district
- Review FFO/Booster Club policies and procedures
- Please share this information with parents who will be organizing events
- 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
- Are 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
 - Are 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 each year 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
 - 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

Operation and Financial Responsibility

- Obtain approval/support from principals
- Establish Officers
 - Usually president, vice president or president elect, secretary and treasurer
 - ***School employees can serve as advisors only***, not officers and cannot authorize disbursements
- Meeting minutes should be produced and maintained for at least three years
- Develop goals and a budget that support the goals for fundraising

Monthly/Annual Financial Reports

- Reconcile monthly bank statements verifying all deposits and expenditures
- Produce monthly financial reports identifying all revenue sources (e.g., fundraisers, dues) and itemize all expenditures
- Officers review financial statements
- Submit annual financial reports (income statement and balance sheet) to myself for fiscal year July 1-June 30 by August 31 each year – ***DUE NOW!***

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 address
- Two signatures required on all checks regardless of dollar value of the check
- 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 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 be approved by the 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 the intended purpose
- Work with the Principal and myself 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
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 _____

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

9/13/16

Student Field Trips

- Schools cannot charge students for participation in curricular field trips
 - Financed through donations
- If extracurricular, fees may be charged
- Must be approved in advance
 - 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

- Organization must exist for at least 5 years before they can hold a raffle
- Officers and agents must not benefit
- 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 15th day of 5th month following close of the fiscal year
 - November 15th!

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 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 me
- Goods/services cannot be provided until these documents are complete

Sample Vendor Insurance Certificate

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/10/2019	
<p>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.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).</p>					
PRODUCER The Anhe Group 7187 S Alton Way Centennial CO 80112-2112		CONTACT NAME Employee Default PHONE (303) 799-8112 FAX (303) 799-4614 ADDRESS		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co INSURER B: The Ohio Casualty Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Photo Fun Booth Tucson LLC 7080 N Oracle Rd 7090 Tucson AZ 85704		NAIC # 24082 24074			
COVERAGES CERTIFICATE NUMBER: CL1951096168 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.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> SCHEDULED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	BK95775867	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Per one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 Experience Mod Factor 1 COINSURED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED \$ 10,000 RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Indicate in B10) If yes, describe under DESCRIPTION OF OPERATIONS below	USO5775857	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER \$ STATUTE <input type="checkbox"/> ORL-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Named Insured: Catalina Foothills School District No 16 2101 East River Rd Tucson, AZ 85718					
CERTIFICATE HOLDER Catalina Foothills School District No 16 2101 East River Rd Tucson, AZ 85718			CANCELLATION 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 Erin M. Netting		

Vendor Contracts

- **All contracts must be sent to me for review and signature**
- **FFO and Booster club officers cannot sign contracts**
- **Dine-Out Contracts**
 - Requires my signature only
 - No insurance certificate/license to operate needed (RECENT CHANGE!)
- **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

Sample Dine-Out Contract

DINE-OUT FUNDRAISING FOOD SERVICE AGREEMENT

For each item sold \$ 80% Dollar Amount [Or percentage] goes to Panda Express (VENDOR) and \$ 20% Dollar Amount [Or percentage] goes to the Valley View Early Learning Center (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 [Month, Day, Year] at November 28, 2018 Sun [A.M./P.M.] and end on [Month, Day, Year] at November 28, 2018 Sun [A.M./P.M.] 7111 E Tanque Verde Rd
Tucson, AZ 85715
2. The food is to be sold at _____
[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: Angel Torres

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

VENDOR: Angel Torres Date: 11-06-18

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

DISTRICT REPRESENTATIVE: Jim Felle

Date: 11/13/18

TITLE: Director of Finance

Authorized Representative for Catalina Foothills Unified School District No. 16

Sample Food Service Contract

FOOD SERVICE CONTRACT

MENU ITEMS TO BE SOLD AND PRICE:

Bean & Cheese Burritos w/ rice & beans Food Item \$ 5.00 Price
Rollled Chicken Tacos w/ rice & beans Food Item \$ 3.00 Price
 _____ Food Item \$ _____ Price
 _____ Food Item \$ _____ Price

(For each item sold \$ 5 Dollar Amount goes to VENDOR and \$ 0 Dollar Amount goes to the DISTRICT)

- This Contract is made between Catalina Foothills Unified School District No. 16, (the "DISTRICT") and El Charro Cafe (Vendor Name) 6910 E. Sunrise Drive Tucson AZ 85710 (Vendor Address), (the "VENDOR"), for the provision, preparation and sale of the above listed menu items. The food service/sale period shall begin on Nov 1st 2010 (Month, Day, Year) at 4 A.M./P.M. and end on Nov 1st 2010 (Month, Day, Year) at 7 A.M./P.M.
- The food is to be sold at Manzanita Elementary School 3000 E. Manzanita Ave Tucson AZ 85710 (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.
- 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.
- 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.
- VENDOR agrees to follow all applicable laws, ordinances and regulations, including but not limited to all applicable requirements of the Pima County Health Department.
- Indemnification.

Sample Food Service Contract (cont.)

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: El Charro Cafe

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

VENDOR: Rafaela Nolasco Date: 10/24/18

Authorized Representative for El Charro Cafe Vendor Name

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

DISTRICT REPRESENTATIVE: Dr. Jazelle

Date: 10/25/18

TITLE: Director of Finance

Authorized Representative for Catalina Foothills Unified School District No. 16

Southwest Foodservice Excellence, LLC

- New food service vendor for the district:
 - Southwest Foodservice Excellence (SFE)
- Contact Info:
 - Ed Banuelos, Food Service Manager
 - [Email: ebanuelos@cfsd16.org](mailto:ebanuelos@cfsd16.org)
 - Sarah Cohen, Assistant GM of Foodservice
 - [Email: scohen@cfsd16.org](mailto:scohen@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

1



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.)

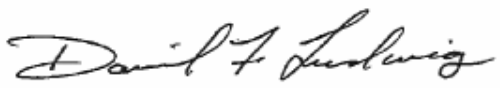
When Can Food/Beverages be Sold Without a Permit?

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

Sample License to Operate

License to Operate	
PIMA COUNTY HEALTH DEPARTMENT ABRAMS PUBLIC HEALTH CENTER 3950 S. COUNTRY CLUB ROAD, SUITE 2301 TUCSON, AZ 85714	
Name of Business: TUCSON KONA- ICE 2601 N JEANETTE AVE TUCSON AZ 85749	License #: 3120141 - 1300E
Type of Business: MOBILE FOOD ESTABLISHMENT	Facility Id: 1120100
License Details: Special Events Only	Valid From: 07 / 01 / 2019 Expires On: 06 / 30 / 2020
Owner of Business: PARTNERING FOR SUCCESS INC	Date Printed: 05/22/2019
THIS LICENSE TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS LICENSE IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON.	
THIS LICENSE MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES . THIS LICENSE MUST BE RENEWED BEFORE ITS EXPIRATION DATE .	
TUCSON KONA- ICE PARTNERING FOR SUCCESS INC C/O CHRISTIAN REANEY 2601 N JEANETTE AVE TUCSON, AZ 85749	 David F. Ludwig, MPH, REHS, RS, CPM Program Manager

Vendor File

Vendors With Documents on File			
August 14, 2019			
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.]			
	License To Operate	Insurance	
Food Vendors	Expiration Date	Certificate	
		Expiration	
American Flying Buffalo			No Current Documents
Artisan Popped Corn			No Current Documents
Baja Dogs			No Current Documents
BBQ Rush			No Current Documents
Bella's Gelato	9/30/2019	3/1/2020	
Beyond Bread			No Current Documents
Blaze Pizza			No Current Documents
Blue Ice Gelato, LLC			No Current Documents
Boston Market			No Current Documents
Brewd			No Current Documents
Buddha Belly Pizza Kitchen	8/31/2019		No Current Insurance Certificate
Bubba-Que Food Truck	12/31/2019	6/22/2020	
Burgerrito	1/31/2020	10/10/2019	
Capishe			No Current Documents
Carlotta's Kitchen (Namias)	10/31/2019	4/1/2020	
Charro Steak			No Current Documents
Chipotle Mexican Grill, 635 West Ina Road			No Current Documents
Chipotle Mexican Grill, 235 West Wetmore Road			No Current Documents
Chipotle Mexican Grill, 4774 East Grant Road			No Current Documents
Churros El Rey, LLC	12/31/2019		No Current Insurance Certificate
Cody Coyote Kettle Corn			No Current Documents
Common Grounds			No Current Documents
Corporate Picnics - Food			No Current Documents
Crepetastic			No Current Documents
Dairy Queen, 6780 Tanque Verde Road			No Current Documents
DC Jumbie			No Current Documents
Drew's Dogs			No Current Documents
Egees, 3360 Ajo Way	2/28/2020		No Current Insurance Certificate
El Cisne Restaurant	11/30/2019	1/1/2020	
El Charro Café, 6910 E Sunrise Drive			No Current Documents
El Charro Café, 7725 N Oracle Road			No Current Documents
El Guero Canelo Placita - Sonoran Hot Dogs			No Current Documents
El Molinito, 2323 N Pantano Road, Tucson 85715	10/31/2019		No Current Insurance Certificate
Enjoy a Bowl	11/30/2019	12/13/2019	
El Pollo Loco			No Current Documents
El Saguanto, 1763 E Prince Road			No Current Documents
El Saguanto, 3535 E Fort Lowell Road	8/31/2019		No Current Insurance Certificate
El Sinaloense #6 Hot Dog			No Current Documents
Enjoya Bowls, LLC			No Current Documents
Fini's Landing			No Current Documents
Fire Engine Dogs			No Current Documents
Fox Restaurant Concepts, LLC			No Current Documents

Vendor File (cont.)

Equipment Rental, Services and Other Vendors	Insurance Certificate Expiration		
ACE Casino & Suite Games of AZ			No Current Insurance Certificate
All About Parties			No Current Insurance Certificate
Arizona Cine Equipment			No Current Insurance Certificate
Artsy Events, LLC			No Current Insurance Certificate
Brain Stem, LLC			No Current Insurance Certificate
Britta Van Vranken Photography			No Current Insurance Certificate
Southwest Events & Rentals, Inc. (dba Arizona Party Rental)			No Current Insurance Certificate
Arizona Star Tours, LLC			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
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
Glitz & Glitter Girl - Brianna Van Echo			No Current Insurance Certificate
Grad Images	4/1/2020		
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
John Westenskow - Photographer			No Current Insurance Certificate
Kramer Entertainment Agency			No Current Insurance Certificate
Loew's Ventana Canyon			No Current Insurance Certificate
Maddy's Face & Body Art			No Current Insurance Certificate
Maddy's Face Painting			No Current Insurance Certificate
Main Events, LLC - DJ Service			No Current Insurance Certificate
Mike Willman DJ Services			No Current Insurance Certificate
MCT, Inc.	1/1/2020		
Music Travel and Tours			No Current Insurance Certificate
OAcas Casino Events (dba On the Go Casino)			No Current Insurance Certificate
Palate 2 Palette Tucson, LLC			No Current Insurance Certificate
Party Express Rental Equipment Inc.			No Current Insurance Certificate
Party Magic			No Current Insurance Certificate
Party Professionals, Inc.			No Current Insurance Certificate
Picture Me Photo Booth			No Current Insurance Certificate

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 from 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 specifying the information that is required.
- Form available on the website
- Reviewed and approved by Superintendent Kamerzell

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?