

INSURANCE AND LOSS PREVENTION GUIDE

This publication has been developed to assist PTA leaders in selecting appropriate **fund-raising activities**, sponsored programs and events. Using this publication will help prepare for the risks associated with these activities.

PTA Insurance Carrier: Comprehensive General Liability:
Nonprofits' Insurance Alliance of California
Directors and Officers Liability:
Nonprofits' Insurance Alliance of California
Fidelity Bond
Hartford Insurance Company

PTA Insurance Broker: BB&T Insurance Services of CA, Inc.
535 N. Brand Blvd., 10th Floor, Glendale, CA 91203
(800) 733-3036 • FAX (888) 770-1883
Email: Capta@BBandT.com

PTA Insurance Website:
www.pta.bbt-knight.com User Name – pta Password – member



Red Light — Certain activities and events are **prohibited** and are not covered under a policy of insurance for the PTA. Individual PTA officers may be held personally liable for conducting any of the events listed on the prohibited list. The **RED** page in this guide lists **prohibited** activities.

Yellow Light — Occasionally, PTAs want to sponsor activities which may require additional insurance coverage, waivers of liability and certificates of insurance. PTAs must strictly adhere to PTA guidelines and/or other special arrangements. All conditions must be met before undertaking any activities listed on the **YELLOW** pages. The insurance broker must be consulted.

Green Light — Approved activities and events are listed on the **GREEN** pages of this guide. Please refer to the **California State PTA Toolkit** and the National PTA **Quick-Reference Guides** for more information about appropriate PTA fund-raising activities.




California State
PTA[®]

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OVERVIEW OF COMPREHENSIVE GENERAL LIABILITY

California State PTA provides Comprehensive General Liability coverage with a \$1,000,000 limit that covers all unit, council and district PTAs in the state when involved in allowable PTA activities.

The policy protects all members of the PTA in case they are held legally liable for bodily injury or property damage to another person that resulted from a covered PTA event. This is not a medical policy but a policy that pays because you are legally liable. If someone is injured, but the injury is not the result of PTA negligence, individual should utilize his/her medical insurance for coverage.

The policy is designed to cover allowable PTA events. It is critical that before planning any PTA activities the RED, YELLOW and GREEN pages be reviewed. Certain activities and events are prohibited because they are excluded by the insurance policy or because they are dangerous or jeopardize the safety of our children and youth. If the PTA sponsors a RED page event and someone is injured because of PTA negligence, the individual PTA officers could be held personally liable.

Our PTA insurance does not provide any coverage for booster clubs, parent clubs or any non-PTA event.

Our policy is also only meant to cover members of PTA while doing activities for the PTA. It is critical that outside vendors/concessionaires/service providers have their own insurance to reduce the possibility the PTA unit will be held liable for the activity. PTAs are required to obtain a Hold Harmless Agreement and Evidence of Insurance from each vendor/concessionaire/service provider that is used. The vendor/concessionaire/service provider, instead of providing Evidence of Insurance to each unit, may file annual Evidence of Insurance with the California State PTA broker.

A list of vendors/concessionaires/service providers that have Evidence of Insurance on file with the PTA is on the insurance website: www.pta.bbt-knight.com. These vendors/concessionaires/service providers do not need to sign the Hold Harmless Agreement or provide a copy of their insurance if the policy has not expired (see policy expiration date following name on list). Call the California State PTA broker if the insurance on the list has expired or if the vendor/concessionaire/service provider states he has filed annually and is not listed. You are not to sign the vendor's Hold Harmless Agreement or Indemnity Clause.

If facilities other than school premises are used, you may be asked to provide Evidence of Insurance. Provide them with the Certificate of Insurance (page 2); certificate is also available from the PTA insurance website. If an 'Additional Insured' is requested to be named on the PTA policy, please call the California State PTA broker with the details.

Any contract with another organization must be read carefully and must be signed by two **elected officers** of the PTA **after** a vote of approval by the membership.

NEVER sign a Hold Harmless Agreement or Indemnity Clause on behalf of unit, council or district PTA until the California State PTA Insurance broker has been contacted.

PROCEDURES FOR REPORTING INCIDENTS AT PTA EVENTS

The Incident Report Form must be completed for every incident and accident that occurs. If a very serious incident/accident is being reported, you may also want to call the California State PTA broker.

The Incident Report Form must be completed by the PTA president. It is a confidential communication between the PTA and the California State PTA broker, informing the California State PTA broker of the *potential* problem. It is not a claim; it is merely notification of an incident. The Incident Report Form is **not** to be completed by the injured party, but you, as PTA president, may ask the party questions that will enable you to make a complete report.

It is important you have full/complete information but you **must not** give the impression that because you have completed an Incident Report Form that the PTA is responsible and will “take care” of the injured party. The California State PTA broker will file the Incident Report Form with the insurance carrier who will investigate the incident and determine responsibility.

The PTA president should follow-up with anyone injured at a PTA event to express concern for the individual and inquire about any injuries sustained. As PTA president you must never promise to compensate a victim for his/her injuries or accept fault. Many claims may be averted by demonstrating concern for the individual.

The Incident Report Form (page 4) is part of the *Insurance and Loss Prevention Guide*.

Make four (4) copies of the completed Incident Report Form and distribute as follows:

- ⊞ The original and one (1) copy are to be mailed to the California State PTA broker
BB&T Insurance Services of CA, Inc.
535 N. Brand Blvd., 10th Floor
Glendale, CA 91203
- ⊞ Mail one (1) copy to the California State PTA
2327 L Street
Sacramento, CA 95816-5014
- ⊞ Mail one (1) copy to your district PTA president
- ⊞ Retain one (1) copy for your files

INCIDENT REPORT FORM

Prepare four (4) copies

NAME OF PTA _____ **DISTRICT PTA** _____
Address _____ **COUNCIL** _____
City _____ State _____ Zip _____ **DATE** _____

NAME OF INJURED (if any) _____ Age _____
Address _____ City _____ State _____ Zip _____
Phone (____) _____ **DATE OF INCIDENT** _____

Type and Extent of Incident. _____

Narrative description of how incident occurred. _____

Was injury due to any act or negligence of PTA? Explain. _____

Was activity under supervision and/or sponsorship of PTA? Describe. _____

What were injured party's duties (if any) in activity? _____

WITNESS NAME _____ Phone (____) _____
Address _____ City _____ State _____ Zip _____

PERSON IN CHARGE _____ Phone (____) _____
Address _____ City _____ State _____ Zip _____

IF INCIDENT INVOLVED A VENDOR/CONCESSIONAIRE/SERVICE PROVIDER:

Name _____ Phone (____) _____
Address _____ City _____ State _____ Zip _____

Attach a copy of the Vendor's Insurance and the Hold Harmless Agreement

PERSON PREPARING REPORT:

Name _____ Phone (____) _____
Address _____ City _____ State _____ Zip _____

PLEASE USE ADDITIONAL PAGES FOR MORE COMPLETE DESCRIPTIONS

Please complete this original report, make four (4) copies and distribute as follows:
Original and 1 copy to BB&T Insurance Services of CA, Inc. 535 N. Brand Blvd., 10th Floor, Glendale, CA 91203
Copy to California State PTA, 2327 L Street, Sacramento, CA 95816-5014
Copy to district PTA president
Retain 1 copy for your files

RED LIGHT

The California State PTA has adopted certain policies regarding permissible PTA activities in order to minimize the risk of exposure. It is the policy of the California State PTA that certain activities be prohibited because they are dangerous and jeopardize the safety of our children and youth. Such activities also jeopardize the insurance coverage for **all** PTAs in the state. Other activities and events are excluded by the insurance underwriter.

The following activities and events are prohibited. Individual PTA officers may be held personally liable for conducting any of the events listed below. All PTAs should be aware that violation of established California State PTA policies, including the sponsoring of prohibited activities, can result in withdrawal of the PTA's charter.

THESE ACTIVITIES ARE NOT ALLOWED, EVEN IF VENDOR HAS OWN INSURANCE.

Alcohol Beverages (Selling)
Aircraft Demonstrations
Animal Rides
Block Parent
Blood Testing and Health Services (Blood Drives are Acceptable)
Booster Clubs & Other Parent Organizations
Bounce Houses, also called: Enclosed AstroWalk, Castle Bounce, Cosmo Walk or Moon Walk
Bungee Jumping
Concessionaire operations at Stadiums, Speedways or Arenas. Concession Stands at School Premise OK.
Cosmetic Services
Crossing Guards/Directing Traffic/Student Safety Patrols
Darts/Dart Games
Donkey Baseball/Basketball
Dunk Tanks/Flush Tank/Flush'em, Pitch Burst (Enclosed Royal Flush Dunk Tank is allowed)
Enrichment Programs — these activities are prohibited: Refer to insurance broker for exceptions
 Contact Sports Skateboarding
 Roller Blading Physical Education Classes
 Team Sports with roster
Fireworks Sales and Displays
Hot Air Balloons/Balloon Rides (on ground or in the air)
Human Canon Balls (or any variation)
Monster Truck
Paint Ball Guns
Pyrotechnic Displays
Safe House
Slam Dancing (Moshing, Stage Diving)
Surfing Contests
Trampolines
Transportation (except by Chartered Service, refer to YELLOW LIGHT list)
Watercraft (except commercial craft of 26 feet or more operated by a qualified vendor with evidence of insurance)
Zip Line

YELLOW LIGHT

Occasionally, PTAs want to sponsor activities which may require additional insurance coverage, waivers of liability, certificates of insurance or other special arrangements. PTAs must strictly adhere to PTA guidelines. All conditions must be met and/or the California State PTA Insurance Broker consulted before undertaking any activities listed on the **YELLOW** pages.

Under no circumstances should any unit, council or district PTA sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the PTA will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement or Indemnity Clause contact the California State PTA Insurance Broker prior to signing.

*The numbers [e.g., (1)] following each activity refer to the **CONDITION(S)** that must be met prior to a PTA voting to sponsor an activity or event.*

Aerobics, Gymnastics (1) (3)
Athletic Events generally prohibited-call insurance broker for exceptions (1), (3), (4) and (5)
Babysitting at PTA Meetings (6)
Bake Sale (23)
Ballet or Dance Classes (1)
Bingo (9) and (10)
Camps — Outdoor Enrichment and Science (1), (2) and (3)
Car Wash Fundraising ((25)
Carnivals with Powered Rides and Amusement Vendors (2) and (3) Not all rides are allowed, refer to broker.
Chartered Services, Limousine Services, Any For-Hire Transportation (2), (3) and (16)
Childcare (3) and (4)
Climbing Walls (1) and (2)
Craft Fairs, Holiday Boutique and Swap Meets (2) and (3)
Defibrillators for School Use (20)
Dunk Tank at PTA Event but Sponsored by the School (22)
Enrichment (After School) Classes (19), Call PTA insurance broker for PE exceptions.
Farmer Markets (26)
Field Trips (1) and (2) — if questions, then (3)
Go-Carts (1) and (2)
Hayride (3)
Helmet Fairs (14)
Hypnotist (2)
Jog-A-Thon / Walk-A-Thon (1) and (5) **SEE NEW INFORMATION**
Inflatable Slides – must be tied down — **No homemade slides-must be rented from vendor (1) and (2)**
Grad Night (1), (2), (3) and (12)
Limousine, Bus Service or Transportation (2) and (16)
Litter Cleanups (1) and (11)
Opportunity Drawing Tickets (10)
Parking Lots - where you charge a fee for parking (17)
Petting Zoo (2) and (18)
Photos of school activities ((24)
Pie Throwing (27)
Purchase of Playground Equipment (15)
Raffles (21)
School Premises (7)
Snack Food Concessionaire — Hired (2)
Space Ball (1) and (2)
Sumo Wrestling (1) and (2)
Swim Classes or Swim Party (1) and (8)
Velcro Walls – not allowed with trampolines (1) and (2)
Water Slides — **No homemade slides** (1), (2) and (3)

Continued

- (1) Obtain a signed PTA student waiver from each student’s parent or guardian. A waiver may be signed for a whole year’s activities; place it in the school packet at the beginning of the year. You will need to adapt and add the wording “as respects all PTA-sponsored events for the school year **2012-2013.**” Anyone eighteen or older may sign his/her own waiver.
- (2) Obtain a Certificate of Insurance and an endorsement naming PTA as Additional Insured on the policy. The vendor/concessionaire/service provider must also sign the Hold Harmless Agreement (page 9). The Hold Harmless Agreement part (b) spells out the insurance requirements for the vendor/concessionaire/service provider. Please refer to PTA insurance website for a list of vendors/concessionaires/service providers who have Evidence of Insurance on file with California State PTA.
- (3) Call the California State PTA broker with details of the event at (800) 733-3036.
- (4) If a unit, council or district PTA chooses to sponsor allowable activities or events that the insurance company has excluded, the unit, council or district PTA must purchase the necessary additional participant liability insurance for that activity, and the entire organization (the California State PTA, its units, councils and districts) must be named as Insured. Please contact the California State PTA broker, BB&T Insurance Services of CA, Inc. for requirements for additional insurance. The California State PTA broker understands the necessity of protecting the entire organization and will make sure that such additional coverage will match the existing PTA liability insurance and that the California State PTA will be protected.
- (5) **NEW:** Jog and Walk-A-Thons are now allowed with the general public. You need the following: 1) a prearranged course that is separate from traffic 2) proper supervision (security & police in place 3) water stations and 4) participants waivers and parent approval and student waivers completed for all participants.
- (6) The only babysitting that is allowed is at PTA meetings where parents are continually on campus **AND** the following conditions are met: the babysitters do not change diapers, there are at least two unrelated adults (18 years or older-may be under 18 if Certified Babysitter) in attendance at all times, and coffee or other hot fluids are kept outside of the babysitting room or area. If over 11 children in attendance one additional person, who may be under 18, is recommended to be onsite. Refer to the California State PTA “PTA-Provided Babysitting Services” in the Finance section of the **California State PTA Toolkit**. If you provide Child Care instead of babysitting, refer to Item 4 above.
- (7) The California Education Code 38134 precludes a school district from requiring that a PTA sign a “Hold Harmless Agreement” when using school premises. If the school district requires the PTA to sign a Hold Harmless Agreement for use of school premises the PTA should call the California State PTA broker and use the enclosed “Facilities Use Permit Addendum” (page 10).
- (8) Certified lifeguard required for all swim events.
- (9) Refer to the California State PTA “Operation of Bingo Games for Charitable Purposes” in the Finance section of the **California State PTA Toolkit**.
- (10) Please consult local government for ordinances.
- (11) Adequate supervision must be provided. Reflected vests and rubber gloves must be used. Clean-up must not be done on freeways.
- (12) See “Programs – Graduation or Prom Night” in the Programs section of the **California State PTA Toolkit**.

Continued

CONDITIONS *(continued)*

- (13) If you are required to sign a contract by the vendor/concessionaire/service provider you **must** FAX a copy of the contract to the California State PTA Insurance broker prior to signing; FAX number (888) 770-1883.
- (14) If you sponsor a helmet fair do not accept payments for the helmets; instead have the payments for purchases made directly to the vendor.
- (15) For purchase of playground equipment make a gift of the money to the school to purchase and install the equipment. Do not install any playground equipment.
- (16) The California State PTA does not have excess coverage over bus company insurance. It is recommended you gift the money to the school and allow the school to arrange and pay for the bus.
- (17) Parking Lots are NOT covered by our liability insurance. If you wish to operate a parking lot where fees are charged you need to arrange special insurance. Please contact the California State PTA broker, BB&T Insurance Services, Inc., for requirements for additional coverage.
- (18) Children are exposed to dangerous E. coli bacteria at petting zoos. Children, after touching animals, may put their hands to their mouths. It is recommended that you use an antibacterial hand gel or have the child wash their hands immediately.
- (19) See the red pages for enrichment classes that are not allowed. Enrichment teachers are required to have their own insurance. Contact the PTA broker, BB&T Insurance Services of CA, Inc., if the teacher does not have their own insurance. It is a requirement of the PTA insurance that two unrelated adults be in the enrichment classes at all times.
- (20) When you purchase a defibrillator it is important that you gift it to the school and not be responsible for the operation or training of the defibrillator.
- (21) Information on how to conduct a legal raffle can be obtained by going to the California Attorney General's website. (See www.ag.ca.gov Section 320.5 Gambling Charitable Raffles.)
- (22) A dunk tank is permissible at your PTA event *IF* the school provides a letter addressed to your PTA unit stating school is responsible and PTA will be held harmless for any injuries resulting from the dunk tank. The PTA Unit may not rent the dunk tank. The School must rent it. PTA will allow the Royal Flush Dunk Tank. This is totally enclosed so water doesn't splash out. Call the broker to confirm.
- (23) Need to check with your school district and County Health Department to see if home cooked items are allowed.
- (24) Need parents release signed.
- (25) Yes, however PTA does not have automobile insurance. The owner's must drive their own vehicle. There is no coverage for damage done to the autos. Don't wear belts with buckles.
- (26) Farmer Markets have very strict guidelines. You must contact the insurance broker (800) 733-3036.
- (27) No pies are to be used. Can use paper plate with whipped cream. Picture of victim is to be blown up and be used instead of the actual person.

California State PTA insurance does not cover vendors/concessionaires/service providers. Consequently, all vendors/concessionaires/service providers are required to provide Evidence of Insurance to each PTA unless annual Evidence of Insurance has been filed with the California State PTA Insurance Broker.

HOLD HARMLESS AGREEMENT

FOR PTA FUND RAISING VENDORS/CONCESSIONAIRES/SERVICE PROVIDERS

Insurance Requirements:

- (a) Workers' Compensation Insurance, Required if you have employees engaged in the performance of work under the agreement.
- (b) Comprehensive General Liability, Required \$1,000,000 Combined Single Limit. This policy shall cover, among other risks, the contractual liability assumed by vendor/concessionaire/service provider under the indemnification provision set for in the agreement, and includes Bodily Injury, Property Damage, Personal Injury and Products Liability if applicable.
- (c) Automobile Liability Insurance. Required only if you are providing transportation (e.g., limousine or bus service) at PTA event. \$5,000,000 limit required. \$1,500,000 for Limo's with 15 or less passengers.

If you (vendor/concessionaire/service provider) fall under (b) or (c), a Certificate of Insurance showing policy limits and an endorsement to the policy **MUST** be submitted with your contract.

Contract containing the following language MUST be added to the above policies (b) and (c) as an Additional Insured:

The California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all their officers, directors, members and volunteers. The insurance afforded by this policy shall be primary insurance to any other valid and collectible insurance available to PTA and

_____ .
 (Name of vendor/concessionaire/service provider)

I/We _____
 (vendor/concessionaire/ service provider) agree(s) to defend and to indemnify and hold harmless, the California Congress of Parents, Teachers, and Students, Inc. (California State PTA), including all unit, council and district PTAs and all of their officers, directors, members and volunteers with respect to my/our liability for "bodily injury," "property damage" or "personal and advertising injury" to the *extent caused by my/our acts or omissions or for the acts or omissions of those acting on my/our behalf:*

- A. In the performance of my/our ongoing operations; or
- B. In the sale or distribution of my/our products; or
- C. In connection with my/our premises rented to you.

Unless caused by the negligence of the California State PTA, unit, council or district PTAs.

NOTE: The terms and conditions of this agreement shall apply with respect to Vendor's/Concessionaire's/Service Provider's operations for any unit, council, district or State PTA in California.

DATE: _____ SIGNED: _____
 (Vendor/Concessionaire/Service Provider)

NAME OF ENTITY: _____ TITLE: _____

Vendor: If you wish to be included as an approved vendor on the PTA Insurance website contact our broker at (818) 662-4200.



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Note: This Addendum is to be used with agreements to use school facilities, when such agreements are required by the school district.

FACILITIES USE PERMIT ADDENDUM

This Addendum amends that certain application to _____
(name of school district)
(The “School District”) for use of the facilities at _____
(name of facility)
signed by _____ (the “PTA”),
(name of PTA)
dated _____ (the “Application”).
(date of application)

Notwithstanding anything to the contrary contained in the Application, the School District and the PTA agree that California Education Code Section 38134 (i) is incorporated into and supersedes any conflict part of the application. California Educational Code Section 38134 (i) provides as follows:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities of grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the costs of defending itself against claims arising from those risks. Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6 (commencing with Section 810) or Title 1 of the Government Code, for injuries caused by a dangerous condition of public property [California Education Code Section 38134(i)].

PTA

School District

(Name of PTA)

(Name of School District)

By: _____

By: _____

Title: _____

Title: _____

Date: _____
2012

Date: _____

PARENT'S APPROVAL AND STUDENT WAIVER

_____ has my (our) permission to participate in all PTA sponsored
Name of Minor
events for the school year 201__ to 201__.

The undersigned parent or guardian assumes all risks in connection with the student's participation in any and all of the PTA sponsored activities. I (we) hereby release and discharge the California State PTA, all PTA officers, employees and agents from all liability, claims or demands for any damage, loss or injury to the student, the student's property, or parent's property in connection with participation in these activities, unless caused by the negligence of the PTA.

I do hereby certify that to the best of my (our) knowledge and belief said minor is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood and agreed that the undersigned will assume full responsibility for any such action, including payment of costs.

I (we) hereby advise that the above named minor has had the following allergies, medicine reactions or unusual physical condition which should be made known to a treating physician or which could limit participation:

If none please write none.

1. _____
Signature Date

Print Name Phone

Address City State Zip

2. _____
Signature Date

Print Name Phone

Address City State Zip

PERMISO DE LOS PADRES Y DISPENSA DE RESPONSABILIDAD SOBRE EL ESTUDIANTE

_____ (*nombre del menor*) tiene mi (nuestro) permiso para tomar parte en todas las actividades patrocinadas por la PTA (Asociación de Padres y Maestros) durante el año escolar 201_ a 201_.

El abajofirmado, padre o guardián asume todo riesgo con respecto a la participación del estudiante en cualquier y toda actividad patrocinada por la PTA. Yo (nosotros) por la presente libero y descargo a la PTA de California, a todos los oficiales de PTA, a los empleados y a los agentes de toda obligación, a los reclamos o a las demandas de cualquier daño, pérdida o herida al estudiante, a la propiedad del estudiante, o a la propiedad del padre con respecto a la participación en estas actividades, a menos que causado por la negligencia de la PTA.

Yo (nosotros) por la presente certifico que a lo mejor de mi (nuestro) conocimiento y creencia tal menor se encuentra en buen estado de salud. En caso de enfermedad o accidente, se les da permiso para administrar tratamiento médico de emergencia. Es entendido aún más y es concordado que el abajofirmado asumirá responsabilidad repleta por cualquiera tal acción, inclusive el pago de costes.

Yo (nosotros) por la presente aconsejo que el menor arriba nombrado sufre de las alergias siguientes, es sensible a los medicamentos siguientes y/o tiene la condición limitante siguiente que podría afectar su participación, de todos los cuales debe informarse al médico que trate la emergencia:

Si no tiene ninguno, por favor escriba “ninguno”

1. _____
Firma
_____ Fecha

Nombre impreso (_____) _____
Teléfono

Dirección Ciudad Estado Código Postal

2. _____
Firma
_____ Fecha

Nombre impreso (_____) _____
Teléfono

Dirección Ciudad Estado Código Postal

2012

PARTICIPANT'S WAIVER

In the consideration of the acceptance of my entry in the

Name of PTA Unit _____ City _____
Date of Event _____ Name of Event _____

_____, I the undersigned participant, intending to be legally bound, do hereby for myself and heirs, executors, administrators and assigns, forever waive, release and discharge any and all rights, claims and actions for damages that I may have, or that may hereafter accrue to me against the California State PTA, including all unit, council and district PTAs and all of their officers, directors, members and volunteers.

I attest and verify that I am physically fit and able to participate in this event and acknowledge that I am aware of the inherent risks in participating in an athletic event of this type.

Signature _____ Date _____

Print Name _____ (_____) _____
Phone _____

Address _____ City _____ State _____ Zip _____

RENUNCIA DE DERECHOS DEL PARTICIPANTE

En consideración a la aceptación de mi inscripción en la

Nombre de la PTA _____ Ciudad _____

Yo el participante inscrito, con intención de estar obligado legalmente, por este medio libero y descargo para siempre de todos los derechos a nombre mío, mis ejecutores testamentarios, administradores y asignados, de cualquier reclamo y acción legal por daños que yo pudiese sufrir, o que después se pudieren acumular contra California State PTA incluyendo todas las unidades, consejos, distritos y todos sus funcionarios, directores, miembros y voluntarios.

Atestiguo y certifico que estoy físicamente capacitado para participar en este evento y estoy informado de los riesgos inherentes a la participación en un evento atlético de esta naturaleza.

Firma _____ Fecha _____

Nombre impreso _____ (_____) _____
Teléfono

Dirección _____ Ciudad _____ Estado _____ Código Postal _____

GREEN LIGHT

Approved activities and events are listed on the **GREEN** pages. The **California State PTA Toolkit** and the National PTA **Quick-Reference Guides** must be referred to for more information about appropriate PTA fund-raising activities and PTA policies and procedures.

Under no circumstances should any unit, council or district PTA sign a Hold Harmless Agreement for a vendor/concessionaire/service provider, or agree in any way that the PTA will be held responsible for liability. Review all contractual arrangements very carefully to make sure that they do not contain such provisions. If a contract includes a Hold Harmless Agreement contact the California State PTA Insurance Broker prior to signing.

All Vendors still need to comply with Condition (2) on page 7.

After-School Treats
Apple Bobbing
Art & Craft Activities
Auction/Silent Auction
Balloon Artist
Band Concerts
Baseball Toss Through Target
Bean Bag Toss
Bike Displays-Bike Rodeos
Book Fair
Bowling
Broom Hockey
Cake Walks
Calendar Sales
Candy Sales
Carnivals Without Powered Rides and Amusement Vendors (refer to **YELLOW LIGHT** list)
Christmas Tree Sales (No cutting)
Colored Sand Painting
Community Forums
Confetti Eggs
Cookbook Sales
Costume Carnival and Costume Rentals
Cow Bingo
Craft Fairs, Holiday Boutique, Swap Meets, Yard Sales. Food Vendors must have Products Liability.
Craft Workshops
DJ's
Dances, Dance-Dance Revolution, Line Dancing
Dinners (pasta, crab, international, barbecue, etc.)
Enrichment — Academic only (refer to exclusions on **RED LIGHT** list and conditions on **YELLOW LIGHT**) (Refer to **Toolkit**)
Egg Toss
Face Painting
Family Portraits
Fashion Shows
Fish Ping Pong
Food Sales (Be sure food does not sit out too long and spoil) (Refer to Bake Sales on Yellow page 6)
Football Throw Through Target
Fortune Telling-Tarot Cards
Gift Wrap Sales
Gift Wrapping

continued

GREEN LIGHT Approved Activities and Events *(continued)*

Golf Tournament & Golf Classes
Greeting Card Sales
Haunted House
Hobby Shows
Ice Cream Socials
I.D. Bracelets
Jail Auctions
Jump Rope
Karaoke
Laser Tag
Leg-A-Thon
Magazine Sales (no door to door by children)
Magic Shows
Math Fair
Mouse Trap Maze
 (wear Velcro suits, move through Velcro maze, try not to touch sides.
 No launching devices.)
Movie Night
“Nerf” Bow and Arrow
Parent Education Workshops
Pee Wee Golf
Performing Arts
Pencil Sales
Picnic-Type Games (Not competing against other schools or classes)
 3-Legged Race Obstacle Course Softball Throw
 Basketball Shoot Potato Race Tug-of-War
 Bowling Puzzle Race Volleyball
 Jump Rope Sack Race
Pizza Night (Be sure food does not sit out too long and spoil)
Plant Boutiques
Popcorn Sales
Reading Night
Ring Toss
Roll Reversal Plays
Rummage Sales (ALL sales receipts going to PTA) Including
 White Elephant Sale & Flea Market
Sale of Logo Items
Scarecrow Competition
School Play
Science Fair
Silhouettes
Skate Night –No Roller Blading
Snack Food Sales
Snow Day
Spelling Bee
Sponge Toss Using Goggles
Storytellers/Performers
Taffy/Sucker Tug-of-War
T-Shirt, Sweatshirt, or Jacket Sales
Talent Shows
Water Balloon Toss
Water Bottle Sales
Yearbook Sales

DIRECTORS AND OFFICERS LIABILITY INSURANCE

California State PTA provides \$1,000,000 Directors and Officers Liability Insurance. This policy covers all unit, council and district PTA officers in the state.

You, as a director, officer, member or volunteer of an organization, can be sued because of failure or alleged failure to act within established guidelines. Directors and Officers have a fiduciary duty to their organization and are sued by those who feel members have not lived up to the responsibilities or duties assumed as members of the organization.

Generally these duties are:

Duty of Loyalty: Requires you to act in good faith. You must not allow your personal interest to prevail over the interests of the organization. Don't use PTA as a personal forum.

Duty of Care: Requires you to be diligent and prudent in managing the organization's affairs. You must be informed and regularly review all financial statements, have regular attendance at board meetings and avoid conflicts of interest.

Duty of Obedience: Forbids acts outside the scope of corporate powers. The governing board of the organization must comply with state and federal law, and conform to the organization's charter, articles of incorporation and bylaws. Refer to your bylaws.

Examples of actual claims that have been filed against nonprofit organizations:

- ⊗ Wrongful Termination
- ⊗ Breach of Employment Contract
- ⊗ Fund Misappropriation
- ⊗ Discrimination
- ⊗ Antitrust
- ⊗ Civil Rights Violation
- ⊗ Sexual Harassment
- ⊗ Promotions and Compensation
- ⊗ Invasion of Privacy
- ⊗ Interference with Employment Contract
- ⊗ Inefficient Administration
- ⊗ Waste of Assets
- ⊗ Failure to Deliver Services
- ⊗ Fund-Raising Activities
- ⊗ Lobbying Activities
- ⊗ Entering into Contracts Where Conflict of Interest May Exist
- ⊗ Libel and Slander

If you have a potential claim or receive a summons, do NOT hire an attorney. Report the loss immediately to our Broker. If you hire your own defense you will not be reimbursed.

BONDING INSURANCE

The basic bond for all unit, council and district PTAs provides \$15,000 Employee/Volunteer Theft, \$15,000 Forgery and \$15,000 Theft, Disappearance and Destruction of money or scrip. There is a \$500 deductible. CA State PTA is able to negotiate a very low premium for the bond coverage because of the financial guidelines contained in the PTA Toolkit. It is important to be familiar with and follow the guidelines.

"Theft" means an unlawful taking of property covered by the Policy to the deprivation of the PTA. The term "unlawful" requires criminal intent, and the PTA must have been deprived of the benefit of the claimed property

The bond provides very limited coverage for credit cards; therefore we discourage the use of cards by unit, council and district PTAs. If you accept cards for payment at your events and one of your volunteers steals the number and misuses it our bond will not cover this type of loss. Units are not allowed to have credit card in the name of the unit or ATM card attached to any PTA bank account.

The insurance carrier has made a higher limit available for those who have a need. If you wish a higher limit please contact the PTA broker, BB&T Insurance Services of CA, Inc. The higher limit must be purchased by the renewal date, January 5, 2012.

It is very critical that PTA Financial Guidelines be followed. Two signatures are required on all checks. When a fundraiser is held and large amounts of cash are collected, two unrelated people should count the funds and deposit the money in the bank. Cash should not be left unattended in any car. When a large fundraiser is held it is a good practice to do a review on the fundraiser immediately upon completion of the event. A review will immediately reveal if funds are missing. If funds are not deposited right away a copy of the cash verification form must be kept separate from the cash. If stolen with the cash you will have lost your evidence.

It is very critical that you have a good paper trail on your transactions. If you have a loss, you need to prove the loss to the company with sufficient paperwork. If you can not, the bonding company will not pay the loss.

You must report a loss within 60 days of discovering a potential claim. Contact your PTA District President as soon as you suspect mismanagement.

The bonding company can refuse to insure a unit if they are not following PTA financial procedures.

There is no coverage afforded to anyone under the bond if you are aware they have stolen funds previously. See Page 19 for the Bond Claim Form

NO PROPERTY INSURANCE

The California State PTA does *not* provide insurance for any personal or real property the association might own. If the PTA owns computers, merchandise being held for sales (e.g., gift wrap, food items), staging, costumes, decorations or any other items of value, the association should contact a local insurance broker for coverage. If goods held for sale are stolen, burn in a fire or are in any way damaged there is no coverage. The PTA unit may also contact the California State PTA Insurance broker for coverage.

**BOND CLAIM FORM
FOR EMPLOYEE OR VOLUNTEER THEFT**

CONTACT YOUR DISTRICT PRESIDENT FOR PROPER PROCEDURE ON HOW TO HANDLE A BOND CLAIM. THE CLAIM MUST BE REPORTED BY YOUR DISTRICT PRESIDENT TO OUR INSURANCE BROKER.

NAME OF PTA UNIT _____ DISTRICT PTA _____
Address _____ COUNCIL _____
City _____ State _____ Zip _____ DATE _____

INITIAL INFORMATION REQUEST, THIS IS WHAT THE INSURANCE COMPANY WILL NEED FROM YOU:

- 1) Date of discovery of the loss _____
- 2) What alerted you to the discovery of the loss _____
- 3) Detailed narrative description of the loss _____

- 4) Explanation of how the loss was discovered _____

- 5) Attach a copy of the source documentation used to determine the amount of the claim, as well as a copy of any accounting analysis prepared.
- 6) The alleged perpetrator's name, home address and phone number _____

- 7) The inclusive dates when the alleged perpetrator served as a PTA volunteer, and any documents confirming that period of volunteer services _____

- 8) Copy of the police report, and the name and telephone number of the investigating officer _____

- 9) Any other documentation that will help substantiates any claim to be submitted.

PTA DISTRICT PERSON PREPARING REPORT

Name _____ Phone (____) _____
Address _____ City _____ State _____ Zip _____
Email Address _____

PLEASE USE ADDITIONAL PAGES FOR MORE COMPLETE DESCRIPTIONS

Please complete this original report, make four (4) copies and distribute as follows:
Original and 1 copy to BB&T Insurance Services of CA, Inc. 535 N. Brand Blvd., 10th Floor, Glendale, CA 91203
Copy to California State PTA, 2327 L Street, Sacramento, CA 95816-5014
Copy to district PTA president
Retain 1 copy for your files

WORKERS' COMPENSATION INSURANCE COVERAGE

The Workers' Compensation Insurance carrier for the California State PTA is the **Oak River Insurance Company**.

Inquiries regarding coverage should be directed to the insurance carrier. See attached **Employer Contact Information Sheet**. This sheet will also direct you to the Medical Provider Network. You may access this on line or call the MPN Help Desk. This will give you information on doctors and clinics you may use for work related injuries or illness.

The policy is issued to the California Congress of /Parents Teachers Association. The policy number is: 2200050176-112.

Those unit, council and district PTAs having an office, or employees working at a regular place of business, must post the "Notice to Employees" included in this guidebook. (See pg. 21 and 22)

When an employee sustains an injury on the job which requires medical attention, call your district PTA or the California State PTA office (916) 440-1985, to secure an "Employer's Report of Occupational Injury or Illness." **The completed report must be returned within 24 hours to the California State PTA office, 2327 L Street, Sacramento, CA 9586-5014, for processing and referral to the insurance carrier.** By law, injuries requiring medical attention must be reported within five (5) working days. The employee must also be given an "Employee's Claim for Workers' Compensation Benefits" to complete within one (1) working day of your knowledge of their injury. This form may also be obtained from your district PTA or the California State PTA office.

If the job injury does not require medical attention, complete the "Employer's Report of Occupation Injury or Illness" and keep it on file should the employee seek medical treatment at a later time.

You are required to report wages paid to any person you hire to the California State PTA. If you hire a subcontractor, vendor, babysitter, teacher or assembly program you need to obtain a certificate of insurance showing they have worker's compensation insurance. You must report all wages paid. Each unit, council and district must file the Worker's Compensation Annual Payroll Report (located under Forms in the PTA Toolkit) with the California State PTA by January 31st, regardless if you have paid wages or not. If the person you hired has worker's compensation insurance attach the certificate to your report so we will not be charged for them. If they do not have their own insurance our policy will cover them for work related injuries.

Note: The form and any additional premium must be forwarded through the proper channels and not sent directly to the California State PTA. (Example: if you are a unit, you would forward the form to your council or district)

STATE OF CALIFORNIA - DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Workers' Compensation
Notice to Employees--Injuries Caused By Work

You may be entitled to workers' compensation benefits if you are injured or become ill because of your job. Workers' compensation covers most work-related physical or mental injuries and illnesses. An injury or illness can be caused by one event (such as hurting your back in a fall) or by repeated exposures (such as hurting your wrist from doing the same motion over and over).

Benefits. Workers' compensation benefits include:

- _ **Medical Care:** Doctor visits, hospital services, physical therapy, lab tests, x-rays, and medicines that are reasonably necessary to treat your injury. You should never see a bill. There is a limit on some medical services.
- _ **Temporary Disability (TD) Benefits:** Payments if you lose wages while recovering. For most injuries, TD benefits may not be paid for more than 104 weeks within five years from the date of injury.
- _ **Permanent Disability (PD) Benefits:** Payments if your injury causes a permanent disability.
- _ **Supplemental Job Displacement Benefit:** A nontransferable voucher payable to a state approved school if your injury arises on or after 1/1/04 and results in a permanent disability that prevents you from returning to work within 60 days after TD ends, and your employer does not offer you modified or alternative work.
- _ **Death Benefits:** Paid to dependents of a worker who dies from a work-related injury or illness.

Naming Your Own Physician Before Injury or Illness (Predesignation). You may be able to choose the doctor who will treat you for a job

injury or illness. If eligible, you must tell your employer, in writing, the name and address of your personal physician or medical group *before* you are injured and your physician must agree to treat you for your work injury. For instructions, see the written information about workers' compensation that your employer is required to give to new employees.

If You Get Hurt:

1. **Get Medical Care.** If you need emergency care, call 911 for help immediately from the hospital, ambulance, fire department or police department. If you need first aid, contact your employer.
2. **Report Your Injury.** Report the injury immediately to your supervisor or to an employer representative. Don't delay. There are time limits. If you wait too long, you may lose your right to benefits. Your employer is required to provide you a claim form within one working day after learning about your injury. Within one working day after you file a claim form, your employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for your alleged injury and shall be liable for up to ten thousand dollars (\$10,000) in treatment until the claim is accepted or rejected.
3. **See Your Primary Treating Physician (PTP).** This is the doctor with overall responsibility for treating your injury or illness. If you predesignated by naming your personal physician or medical group before injury (see above), you may see him or her for treatment in certain circumstances. Otherwise, your employer has the right to select the physician who will treat you for the first 30 days. You may be able to switch to a doctor of your choice after 30 days. Different rules apply if your employer offers a Health Care Organization (HCO) or has a Medical Provider Network (MPN). You should receive information from your employer if you are covered by an HCO or a MPN. Contact your employer for more information.
4. **Medical Provider Networks.** Your employer may be using a MPN, which is a selected network of health care providers to provide treatment to workers injured on the job. If your employer is using a MPN, a MPN notice should be posted next to this poster to explain how to use the MPN. You can request a copy of this notice by calling the MPN number below. **If you have predesignated a personal physician prior to your work injury, then you may receive treatment from your predesignated doctor.** If you have not predesignated and your employer is using a MPN, you are free to choose an appropriate provider from the MPN list after the first medical visit directed by your employer. If you are treating with a non-MPN doctor for an existing injury, you may be required to change to a doctor within the MPN. For more information, see the MPN contact information below:
Current MPN's toll free number: _____ (888) 495-8949 MPN website: _____ www.bhhc.com _____
MPN Effective Date _____ 2/16/2005 Current MPN's address: _____ P. O. Box 881716, San Francisco, CA

Discrimination. It is illegal for your employer to punish or fire you for having a work injury or illness, for filing a claim, or testifying in another person's workers' compensation case. If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

Questions? Learn more about workers' compensation by reading the information that your employer is required to give you at time of hire. If you have questions, see your employer or the claims administrator (who handles workers' compensation claims for your employer):

Claims Administrator _____ Phone _____
Workers' compensation insurer _____ Oak River Insurance Company _____ (Enter "self-insured" if appropriate)
Policy Expiration Date _____ 1/5/2013 _____

If the workers' compensation policy has expired, contact a Labor Commissioner at the Division of Labor Standards Enforcement (DLSE).

You can also get free information from a State Division of Workers' Compensation Information & Assistance Officer. The nearest Information & Assistance Officer can be found at location: _____ or by calling

toll-free **(800) 736-7401**. Learn more information about DWC and DLSE online: www.dwc.ca.gov or www.dir.ca.gov/dlse.

False claims and false denials. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony and may be fined and imprisoned.

Your employer may not be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in any **off-duty, recreational, social, or athletic activity** that is not part of your work-related duties.

DWC 7 (6/10)

DISCLAIMER

It must be understood that this document is only a summary, it is **NOT** all-inclusive, nor does it alter or waive any of the actual policy coverage, exclusions or conditions.

The material in this publication is provided for informational purposes only and is not intended to be representative of coverage that may exist in any particular situation under the policy. All conditions of coverage, terms and limitation are defined and provided for in the policy.

Please contact the California State PTA Insurance broker BB&T Insurance Services of CA, Inc. (800) 733-3036 if your proposed activity is not listed under the **RED, YELLOW OR GREEN LIGHT**, or if you have questions regarding coverage or activities.



The *Insurance and Loss Prevention Guide* was made possible through the cooperative efforts of:

Nonprofits' Insurance Alliance of California
BB&T Insurance Services of CA, Inc.
Hartford Insurance Company
California State PTA

*Please contact the California State PTA Insurance Broker
for any suggestions for new green page items.*

LOSS CONTROL/RISK MANAGEMENT RESOURCES

Many free resources are available from our liability carrier, “NIAC (Nonprofits’ Insurance Alliance of California).

They offer educational booklets (which include how to have safe events, managing volunteers, important facts about directors and officers and their legal liability); an online library of forms and templates; discounted background checks; an audio visual lending library; loss control assistance. You can get more information about these and other resources at their secure website: www.niac.org If you need a login to the website, or have any questions regarding the resources, please contact the Director of Loss Control at 831-621-6076 or via email at losscontrol@insuranceforprofits.org.

BB&T INSURANCE SERVICES OF CA, INC.
CALIFORNIA STATE PTA
INSURANCE WEBSITE

You can access our website by going to: www.pta.bbt-knight.com

The user name is: pta

The password is: member

The following information is available to you on the website:

- *You can print a Certificate of Insurance. If you need an additional insured endorsement you must contact the broker.*
- *Service Team: Gives you a list of people you can call and you can email us with questions from this location*
- *Vendors list updated daily*
- *Red, Yellow and Green Pages in English and Spanish*
- *These forms are available on line under Documents:*
 1. *Incident Report*
 2. *Excess Crime Bond Application*
 3. *Hold Harmless Agreement **
 4. *Participants Waiver **
 5. *Parent's Approval and Student Waiver **
 6. *Facilities Use Permit Addendum*
 7. *Insurance & Loss Prevention Guide in English & Spanish*

**These forms are available in English and Spanish*