

Insurance and Loss Prevention Guide



California State
PTA[®]

everychild.one voice.

2327 L Street, Sacramento, CA 95816-5014

(916) 440-1985 • FAX (916) 440-1986 • E-mail info@capta.org • www.capta.org

2017



Nonprofits' Insurance Alliance of California

INSURANCE AND LOSS PREVENTION GUIDE

This publication has been developed by Knight Insurance Services 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. Please only use the following forms and do not modify the form wording.

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: Knight Insurance Services
535 N. Brand Blvd., Suite 1000, Glendale, CA 91203
(800) 733-3036 • FAX (818) 662-9312
Email: PTACA@Knightins.net
PTA Insurance Website:
www.knightins.net

User Name – ptausersCA Password – member17






- 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.

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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. **Allowable activities are those approved by the PTA membership and fit into the guidelines of the Insurance & Loss Prevention Guide.**

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

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

Our policy is also only meant to cover members of PTA while carrying out 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.

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.

A list of vendors/concessionaires/service providers that have Evidence of Insurance on file with the PTA is on the insurance website: www.Knightins.net. 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 the school with the Certificate of Insurance (page 2). If an 'Additional Insured' is requested to be named on the PTA policy, please call the California State PTA broker with the details.

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 Knight Insurance Services 535 N. Brand Blvd., Suite 1000 Glendale, CA 91203	CONTACT NAME: PTA Insurance Broker	
	PHONE (A/C, No, Ext): 800 733-3036	FAX (A/C, No):
	E-MAIL ADDRESS: PTACA@Knightsins.net	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED California State PTA/PTSA All Units Councils & Districts of the California State PTA & all Officers, Directors Members of the Board of Managers, Employees & Volunteers when enjoined in the Suit with the CA State PTA.	INSURER A: Nonprofits' Insurance Alliance of CA	11384
	INSURER B: Cypress Insurance Company	10855
	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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			201703293NPO	01/05/2017	01/05/2018	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
								\$
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
								\$
								\$
								\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CAWC708672	01/05/2017	01/05/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Directors & Officers			201703293DONPO	01/05/2017	01/05/2018	\$1,000,000 Occurrence	
							\$2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Nonprofit Organization/Statewide Operation

CERTIFICATE HOLDER

CANCELLATION

This Certificate is hereby issued to any entity requiring Evidence of Insurance

This Certificate does not change or extend the policy.

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

Murray Marshall

PROCEDURES FOR REPORTING INCIDENTS AT PTA EVENTS

- ✓ Please have your collected Vendor's Certificate and Signed Hold Harmless ready to submit if the claim involves a Vendor.
- ✓ Please have the signed Participant Waivers ready if a claim involves someone who attended your function.
- ✓ **Signed forms should be kept for a least 5 years.**

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:

- ☐ Email a copy to the PTACA@Knightins.net
Or FAX to (818) 662-9312
- ☐ Email a copy to the California State PTA at info@capta.org.
- ☐ Email a 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? _____

Was this activity approved by the PTA membership? _____

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

PERSON IN CHARGE _____ Email _____ 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 _____ Email _____ Phone (____) _____

Address _____ City _____ State _____ Zip _____

PLEASE USE ADDITIONAL PAGES FOR MORE COMPLETE DESCRIPTIONS

Please complete this original report and distribute as follows:

- ✓ Email a copy to KNIGHT Insurance Services PTACA@Knightins.net or FAX (818) 662-9312
- ✓ Email a copy to California State PTA info@capta.org.
- ✓ Email a copy to the 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) Also refer to PTA Toolkit, Fundraising for PTAs, Alcohol and PTA Events
- ⊗ Aircraft Demonstrations
- ⊗ Animal Rides
- ⊗ Block Parent
- ⊗ Blood Testing and Health Services (Blood Drives are Acceptable)
- ⊗ Booster Clubs & Other Parent Organizations, Non-PTA Community Events
- ⊗ Bounce Houses, also called: Enclosed AstroWalk, Castle Bounce, Cosmo Walk, Jumpers or Moon Walk
- ⊗ Bungee Jumping & Bungee Ball
- ⊗ Concessionaire operations at Stadiums, Speedways or Arenas. (Concession Stands at School Premise OK).
- ⊗ Cosmetic Services
- ⊗ Crossing Guards/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
- ⊗ Hamster Balls/Water Walking
- ⊗ Hang Gliding
- ⊗ Hot Air Balloons/Balloon Rides (on ground or in the air)
- ⊗ Human Canon Balls (or any variation)
- ⊗ Mechanical Bulls (hydraulic)
- ⊗ Monster Truck
- ⊗ Paint Ball Guns
- ⊗ Parasailing
- ⊗ Pyrotechnic Displays
- ⊗ Safe House
- ⊗ Slam Dancing (Moshing, Stage Diving)
- ⊗ Surfing Contests
- ⊗ Trampolines
- ⊗ Transportation (except by Chartered Service, refer to YELLOW LIGHT list) No Carpooling
- ⊗ 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 refers 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)
- ☐ Auctions / Silent Auctions: See PTA Insurance Website for Rules & Waivers
- ☐ Babysitting at PTA Meetings (6)
- ☐ Bake Sale (22)
- ☐ Ballet or Dance Classes (1)
- ☐ Bingo (8) and (9)
- ☐ Camps — Outdoor Enrichment and Science (1), (2) and (3)
- ☐ Car Wash Fundraising (24)
- ☐ Carnivals with Powered Rides and Amusement Vendors (1) (2) and (3). Not all rides are allowed, please refer to insurance broker.
- ☐ Chartered Services, Limousine Services, Any For-Hire Transportation (2), (3), (15) and (27)
- ☐ Childcare (3) and (4)
- ☐ Climbing Walls (1) and (2)
- ☐ Craft Fairs, Holiday Boutique, Yard Sales. Food Vendors must have Products Liability (2) and (3)
- ☐ Defibrillators for School Use (19)
- ☐ Directing Traffic/Valet Drop Off and Pick Up (28)
- ☐ Dunk Tank at PTA Event but Sponsored by the School (21)
- ☐ Enrichment (After School) Classes (18), Call PTA insurance broker for PE exceptions.
- ☐ E-Waste (vendor needs General Liability and Auto)
- ☐ Farmer Markets (25)
- ☐ Field Trips (1) and (2) — if questions, then (3)
- ☐ Go-Carts (using a licensed vendor) (1) and (2)
- ☐ Grad Night (1), (2), (3), (11) and (27)
- ☐ Hayride (3)
- ☐ Helmet Fairs (13)
- ☐ Inflatable's – Obstacle Courses, Slides – must be tied down – **No homemade slides-must be rented from vendor (1) and (2)**
- ☐ Jog-A-Thon / Fun Run/ 5K/Color Run/Walk-A-Thon (1) and (5) **SEE NEW INFORMATION**
- ☐ Litter Cleanups (1) and (10)
- ☐ Opportunity Drawing Tickets (9)
- ☐ Parking Lots - where you charge a fee for parking (16)
- ☐ Petting Zoo (2) and (17)
- ☐ Photos of school activities (23)
- ☐ Pie Throwing (26)
- ☐ Purchase of Playground Equipment (14)
- ☐ Raffles (20)
- ☐ Roller Blading (only at an indoor roller skating establishment) (1)
- ☐ Skate Night (1)
- ☐ Snack Food Concessionaire — Hired (including Food Trucks) (2)
- ☐ Space Ball (1) and (2)
- ☐ Swap Meets (16)
- ☐ Swim Classes or Swim Party (1) and (7)
- ☐ Transportation, Limousine, Bus Service (2) (3) (15) and (27)
- ☐ Velcro Walls – not allowed with trampolines (1) and (2)
- ☐ Water Slides — **No homemade slides** (1), (2) and (3)

CONDITIONS

- (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 **2017-2018.**" Participants and volunteers eighteen or older may sign their own waiver.
- (2) Obtain from your vendor a Certificate of Insurance and an endorsement naming PTA as Additional Insured on their policy. The vendor/concessionaire/service provider must also sign the Hold Harmless Agreement (page 9). The Hold Harmless Agreement part (b) outlines the insurance requirements including the Additional Insured endorsement for the vendor/concessionaire/service provider. Please refer to the PTA insurance website www.Knightins.net for instructions and 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 or does not provide coverage for; 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 the Named Insured. Please contact the California State PTA broker, KNIGHT Insurance Services for requirements for additional insurance. The California State PTA broker understands the necessity of protecting the entire organization and will ensure that such additional coverage will match the existing PTA liability insurance and that the California State PTA will be protected. **The above paragraph does not replace the Red Page requirements. The PTA cannot purchase insurance nor engage in activities listed on the Red Page.**
- (5) Jog, Fun Run, 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) Certified lifeguard required for all swim events.
- (8) Refer to the California State PTA "Operation of Bingo Games for Charitable Purposes" in the Finance section of the **California State PTA Toolkit**.
- (9) Please consult local government for ordinances.
- (10) Adequate supervision must be provided. Reflected vests and rubber gloves must be used. Clean-up must not be done on freeways.
- (11) See "Programs – Graduation or Prom Night" in the Programs section of the **California State PTA Toolkit**.

Continued

CONDITIONS *(continued)*

- (12) 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 (818) 662-9312.
- (13) If you sponsor a helmet fair, do not accept payments for the helmets; instead have the payments for purchases made directly to the vendor.
- (14) 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.
- (15) The California State PTA does not have excess coverage over the bus company's insurance. It is recommended you gift the money to the school and allow the school to arrange and pay for the bus.
- (16) Parking Lots and Swap meets 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, Knight Insurance Services, Inc., for requirements for additional coverage and cost.
- (17) 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.
- (18) See the red pages for enrichment classes that are not allowed. Enrichment teachers are required to have their own insurance. Contact the PTA broker, KNIGHT Insurance Services, 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.
- (19) 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.
- (20) 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.)
- (21) 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.
- (22) Check with your school district and County Health Department to see if home cooked items are allowed.
- (23) Need parents release signed.
- (24) Yes, however the PTA does not have automobile insurance. The owner must drive their own vehicle. There is no coverage for damage done to the autos. Don't wear belts with buckles or other items that may scratch the auto.
- (25) Farmer Markets have very strict guidelines. You must contact the insurance broker (800) 733-3036.
- (26) 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.
- (27) Refer to the PTA Toolkit for new guidelines as respects to transportation.
- (28) Volunteers must be at least 18 years of age and must sign California State PTA's *Participation Waiver* form annually. The program must follow guidelines contained in *Safe Routes to School Guide – Student Drop-off and Pick-up* (http://guide.saferoutesinfo.org/pdf/SRTS-Guide_Dropoff-Pickup.pdf), including use of safety vests, properly designated loading zones, single file approach, and all other safety rules and procedures contained therein.

Vendor Insurance Requirements:

A vendor is person or company who provides a service or sells goods such as:

- Bus Company, Food Truck on campus
- Book Fair, Fundraising Company, Instructors
- Inflatable Company, Assembly Act
- DJ, Caterer, Food Purveyor, etc...

The vendor must provide the following three items:

1. Certificate of Insurance naming the **California State PTA** as the certificate holder and **additional insured**. (Sample Certificate is attached and important to **NOTE: THE SPECIAL WORDING** *highlighted in yellow which must be used.*)
2. Additional Insured Endorsement CG 20 26 07 04 (can be a blanket form) Sample Attached
3. Hold Harmless Agreement - Completed and signed by the vendor (attached)

Instructions:

- The vendor should give items 1 and 2 above to their insurance agent/company for completion.
- Items 1, 2 and 3 above must be completed and obtained **prior** the date of the event and kept on file at your location.
- ***The PTA is responsible for collecting and confirming the special wording is accurate on the Certificate of Insurance.***
- Your vendor contract needs to be in the name of your PTA, **not** your school or an individual.
- The PTA is not allowed to sign a Hold Harmless or Indemnity Agreement without prior review and consent from the PTA Insurance Broker.

Recommendations:

- Please review page 1 of the Insurance and Loss Prevention Guide for an overview of coverage.
- Your Vendor might already be approved. You can review this by logging onto our website www.knightins.net and clicking on the "Approved Vendor List."

The 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 a PTA event. \$5,000,000 limit required. \$1,500,000 for Limo's with 15 or less passengers. Limousines must be school bus certified if over 10 students per AB830. Other Autos at \$1M (including Food Trucks).

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.

Endorsement 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.

PRINT NAME OF ENTITY: _____

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

PRINT NAME: _____ TITLE: _____

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

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: _____

Date: _____

PARENT'S APPROVAL, STUDENT, FAMILY, AND PARTICIPANT WAIVER

First & Last Name all Family Members: _____

will participate in all PTA sponsored events for the school year 2017 to 2018, which will include, but is not limited to the following (**PTA Unit**: Please list the events):

1) _____ 2) _____ 3) _____

4) _____ 5) _____ 6) _____

(Please cross out any event listed above for which you do not want your child to participate in).

The undersigned parent or guardian assumes all risks in connection with the family's participation in any and all of the PTA sponsored activities. I, the undersigned participant, intending to be legally bound, do hereby for myself and heirs, executors, administrators and assigns, forever waive 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 or to myself 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 parties are in good health and of sound mind. 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 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 any athletic event.

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.

Parent/Guardian/Participant Signature

Date

Print First & Last Name

() _____
Telephone

Address

City

State

Zip code

APROBACIÓN, ESTUDIANTE , FAMILIA DE LOS PADRES , Y RENUNCIA DEL PARTICIPANTE

_____ (*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

ADULT 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 mentally & 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
- ✓ 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 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, trying 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-need signed participant & student waivers.
- ✓ Snack Food Sales
- ✓ Snow Day
- ✓ Spelling Bee
- ✓ Sponge Toss Using Goggles
- ✓ Storytellers/Performers
- ✓ Sumo Wrestling
- ✓ 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 the 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 a credit card in the name of the unit or ATM card attached to any PTA bank account.

The insurance carrier has higher limits available for those PTA who have a need. If you wish a higher limit please contact the PTA broker, KNIGHT Insurance Services, Inc. The higher limit must be purchased by the renewal date, January 5, 2017 and is available to units, councils and districts.

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 previously stolen. 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 and distribute as follows:

- ✓ Email a copy to KNIGHT Insurance Services PTACA@Knightins.net or FAX (818) 662-9312
- ✓ Email a copy to California State PTA, info@capta.org.
- ✓ Email a copy to the 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 **Cypress 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: CAWC708672.

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. Each unit, council and district must file the Worker's Compensation Annual Payroll Report (located under Forms in the PTA Toolkit) through channels and must reach the California State PTA by January 31st, regardless if you have paid wages or not. 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. 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.

EMPLOYER: It is required by law to place the information contained in this notice in a conspicuous location frequented by employees, where such notice may be easily read.

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 times 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 _____ 1/05/2015 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 _____ Cypress Insurance Company _____ (Enter "self-insured" if appropriate)
Policy Expiration Date _____ 1/5/2017 _____

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)

División de Compensación de Trabajadores
ESTADO DE CALIFORNIA - DEPARTAMENTO DE RELACIONES INDUSTRIALES
Aviso a los Empleados—Lesiones Causadas por el Trabajo

Es posible que usted tenga derecho a beneficios de compensación de trabajadores si usted se lesiona o se enferma a causa de su trabajo. La compensación de trabajadores cubre la mayoría de las lesiones y enfermedades físicas o mentales relacionadas con el trabajo. Una lesión o enfermedad puede ser causada por un evento (como por ejemplo el lastimarse la espalda en una caída) o por acciones repetidas (como por ejemplo lastimarse la muñeca por hacer el mismo movimiento una y otra vez).

Beneficios. Los beneficios de compensación de trabajadores incluyen:

- **Atención Médica:** Consultas médicas, servicios de hospital, terapia física, análisis de laboratorio, radiografías y medicinas que son razonablemente necesarias para tratar su lesión. Usted nunca deberá ver un cobro. Hay un límite para ciertos servicios médicos.
- **Beneficios por Incapacidad Temporal (TD):** Pagos si usted pierde sueldo mientras se recupera. Para la mayoría de las lesiones, beneficios de TD no se pagarán por más de 104 semanas dentro de cinco años después de la fecha de la lesión.
- **Beneficios por Incapacidad Permanente (PD):** Pagos si su lesión le causa una incapacidad permanente.
- **Beneficio Suplementario por Desplazamiento de Trabajo:** Un vale no-transferible pagadero a una escuela aprobada por el estado si su lesión surge en o después del 1/1/04, y le ocasiona una incapacidad permanente que le impida regresar al trabajo dentro de 60 días después de que los pagos por TD terminen y su empleador no le ofrece a usted un trabajo modificado o alternativo.
- **Beneficios por Muerte:** Pagados a los dependientes de un(a) trabajador(a) que muere a causa de una lesión o enfermedad relacionada con el trabajo.

Designación de su Propio Médico Antes de una Lesión o Enfermedad (Designación previa). Es posible que usted pueda elegir al médico que le

atenderá en una lesión o enfermedad relacionada con el trabajo. Si elegible, usted debe informarle al empleador, por escrito, el nombre y la dirección de su médico personal o grupo médico, *antes* de que usted se lesione y su médico debe estar de acuerdo de atenderle la lesión causada por el trabajo. Para instrucciones, vea la información escrita sobre la compensación de trabajadores que se le exige a su empleador darle a los empleados nuevos.

Si Usted se Lastima:

- 1. Obtenga Atención Médica.** Si usted necesita atención de emergencia, llame al 911 para ayuda inmediata de un hospital, una ambulancia, el departamento de bomberos o departamento de policía. Si usted necesita primeros auxilios, comuníquese con su empleador.
- 2. Reporte su Lesión.** Reporte la lesión inmediatamente a su supervisor(a) o a un representante del empleador. No se demore. Hay límites de tiempo. Si usted espera demasiado, es posible que usted pierda su derecho a beneficios. Su empleador está obligado a proporcionarle un formulario de reclamo dentro de un día laboral después de saber de su lesión. Dentro de un día después de que usted presente un formulario de reclamo, el empleador autorizará todo tratamiento médico de acuerdo con las pautas de tratamiento aplicables a su presunta lesión y será responsable por diez mil dólares (\$10,000) en tratamiento hasta que el reclamo sea aceptado o rechazado.
- 3. Consulte al Médico que le está Atendiendo (PTP).** Este es el médico con la responsabilidad total de tratar su lesión o enfermedad. Si usted designó previamente a su médico personal o grupo médico antes lesionarse (vea uno de los párrafos anteriores), en ciertas circunstancias, usted puede consultarlo para el tratamiento. De otra forma, su empleador tiene el derecho de seleccionar al médico que le atenderá durante los primeros 30 días. Es posible que usted pueda cambiar a un médico de su preferencia después de 30 días. Hay reglas diferentes que se aplican cuando su empleador ofrece una Organización de Cuidado Médico (HCO) o si tiene una Red de Proveedores Médicos (MPN). Usted debe recibir información de su empleador si está cubierto por una HCO o una MPN. Hable con su empleador para más información.
- 4. Red de Proveedores Médicos (MPN):** Es posible que su empleador use una MPN, lo cual es una red de proveedores de asistencia médica seleccionados para dar tratamiento a los trabajadores lesionados en el trabajo. Si su empleador usa una MPN, una notificación de la MPN debe estar al lado de este cartel para explicar como usar la MPN. Usted puede pedir una copia de esta notificación hablando al número de la MPN debajo descrito. **Si usted ha hecho una designación previa de un médico personal antes de lesionarse en el trabajo, entonces usted puede**

recibir tratamiento de su médico previamente designado. Si usted no ha hecho una designación previa y su empleador está usando una MPN, usted puede escoger un proveedor apropiado de la lista de la MPN después de la primera visita médica dirigida por su empleador. Si usted está recibiendo tratamiento de parte de un médico que no pertenece a la MPN para una lesión existente, puede requerirse que usted se cambie a un médico dentro de la MPN. Para más información, vea la siguiente información del contacto de la MPN :

Número gratuito de la MPN vigente: (888)459-8949 Página web de la MPN: www.bhhc.com

Fecha de vigencia de la MPN 2/16/2005 Dirección de la MPN vigente P. O. Box 881716, San Francisco, CA

Discriminación. Es ilegal que su empleador le castigue o despidan por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por testificar en el caso de compensación de trabajadores de otra persona. De ser probado, usted puede recibir pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios y gastos hasta los límites establecidos por el estado.

¿Preguntas? Aprenda más sobre la compensación de trabajadores leyendo la información que se requiere que su empleador le dé cuando es contratado. Si usted tiene preguntas, vea a su empleador o al administrador de reclamos (que se encarga de los reclamos de compensación de trabajadores de su empleador):

Administrador de Reclamos _____ Teléfono _____

Asegurador del Seguro de Compensación de trabajador _____ Cypress Insurance Company _____ (Anotar "autoasegurado" si es apropiado)

Fecha de Vencimiento de la Póliza 1/5/2017

Si la póliza de compensación de trabajadores se ha vencido, comuníquese con el Comisionado Laboral, en la *División para el Cumplimiento de las Normas Laborales* (Division of Labor Standards Enforcement- DLSE).

Usted también puede obtener información gratuita de un Oficial de Información y Asistencia de la División Estatal de Compensación de Trabajadores.

El Oficial de Información y Asistencia más cercano se localiza en _____

o llamando al número gratuito (800) 736-7401. Usted puede obtener más información sobre de la DWC y DLSE en el Internet en: www.dwc.ca.gov o www.dir.ca.gov/dlse.

Los reclamos falsos y rechazos falsos del reclamo. Cualquier persona que haga o que ocasione que se haga una declaración o una representación material intencionalmente falsa o fraudulenta, con el fin de obtener o negar beneficios o pagos de compensación de trabajadores, es culpable de un delito grave y puede ser multado y encarcelado.

Es posible que su empleador no sea responsable por el pago de beneficios de compensación de trabajadores para ninguna lesión que proviene de su participación voluntaria en cualquier **actividad fuera del trabajo, recreativa, social, o atlética** que no sea parte de sus deberes laborales.

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 KNIGHT Insurance Services (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
- KNIGHT Insurance Services
- 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).

NIAC offers 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.

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@insurancefornonprofits.org.

KNIGHT INSURANCE SERVICES
CALIFORNIA STATE PTA
INSURANCE WEBSITE

PTA Insurance Broker: KNIGHT Insurance Services
535 N. Brand Blvd., Suite 1000,
Glendale, CA 91203
(800) 733-3036 • FAX (818) 662-9312
Email: PTACA@Knightins.net

You can access our PTA Section on our website by going to:
www.knightins.net

*The user name is: **ptausersCA***
*The password is: **member17***

The following information is available to you on the website:

- ***A complete Insurance & Loss Prevention Guide in English & Spanish
(Red, Yellow & Green Pages)***
- ***Vendors list updated***
- ***These forms are available on line under Documents:***
 - 1. Insurance Certificate***
 - 2. Vendor Hold Harmless Agreement* (for PTA fundraising events)***
 - 3. Parent's Approval and Student Waiver ****
 - 4. Incident Report Form****
 - 5. Bond Claim Form***
 - 6. Silent Auction Rules***
 - 7. Waiver Auction Form***

**These forms are available in English and Spanish*

**PLEASE READ OUR ANNOUNCEMENTS ON FRONT PAGE OF PTA
SECTION OF OUR WEBSITE FOR IMPORTANT INFORMATION ON
VARIOUS SUBJECTS**