

CAPTA/PUSD INSURANCE GUIDELINES

TABLE OF CONTENTS

OVERVIEW..... 3

CAPTA REQUIREMENTS 4

 HOLD HARMLESS AGREEMENT 4

 CERTIFICATE OF LIABILITY INSURANCE 4

 ENDORSEMENT..... 4

 CONTRACT 4

PUSD REQUIREMENTS 5

 CERTIFICATE OF LIABILITY INSURANCE 5

 ENDORSEMENT..... 5

SAMPLE DOCUMENTS FOR CAPTA 6

 HOLD HARMLESS AGREEMENT 6

 CERTIFICATE OF LIABILITY INSURANCE 7

 ENDORSEMENT..... 8

SAMPLE DOCUMENTS FOR PUSD 9

 CERTIFICATE OF LIABILITY INSURANCE 9

 ENDORSEMENT..... 9

Overview

Poway Unified School District (PUSD) and California PTA (CAPTA) each have specific insurance requirements that have to be met in order to have vendors on school property, or when signing a contract for services. The goal of this document is to help clarify those requirements and provide samples that can be given to the vendor.

Book fairs, instructors, inflatable companies, DJs, food purveyors, and anyone else you hire to provide a service or sell goods must provide these documents to protect PTA and PUSD against lawsuits in the case of accident or negligence. Each vendor should give the samples provided below to their insurance agent. As a PTA board member, you have a fiduciary responsibility to the PTA members to be familiar with these insurance requirements. There can be serious legal implications for failing to collect the appropriate insurance documents, and there has been occasion where a PTA president has been personally sued for damages.

Please read the *Insurance & Loss Prevention Guide* for an understanding and overview of what the PTA's insurance covers:

URL: <https://knightinspta.com/>

Login ID: ptausersCA

Password: member2018

CAPTA Requirements

Hold Harmless Agreement

The vendor/concessionaire/service provider must sign a Hold Harmless Agreement. **Part B of the Hold Harmless Agreement spells out the insurance requirements for the vendor/concessionaire/service provider.**

The PTA is not allowed to sign a hold harmless or indemnity agreement unless our insurance broker (BB&T Insurance/800-733-3036) reviews it first to make sure the wording is not slanted against the PTA. Call them to discuss.

Certificate of Liability Insurance

The vendor needs to provide a Certificate of Liability Insurance naming California PTA as the certificate holder.

Certificate Holder section must read:

**California State PTA
c/o BB&T Insurance Services
535 N. Brand Blvd., 10th Floor
Glendale, CA 91203
***** OR *******

Unit's Address for Specific Event

Endorsement

There is very specific wording on the sample that protects the PTA. The vendor needs to add PTA on their insurance policy by providing an endorsement naming California State PTA as Additional Insured on the policy, or by having a "Blanket Additional Insured Endorsement".

An endorsement is not additional insurance. External groups are required to provide the insurance stated on the Hold Harmless Agreement (\$1,000,000 in General Liability). **The PTA unit is responsible for collecting these documents, reviewing them, and comparing them to the samples given. Failure to do so may result in an uncovered claim.**

After you have verified the documents are correct please keep them on file in your office with your contract. Please consult with our insurance broker (BB&T Insurance/800-733-3036) if you are concerned that you might not have what is needed.

Contract

PTA's contract with any vendor needs to be in the name of the PTA unit, and not the school or an individual, for the PTA Insurance to cover a negligent act of a member or volunteer of your PTA. Please sign "for _____ PTA" (inserting your unit name) after your signature on the contract. PTA Bylaws require the president and another board member to read and sign all contracts.

PUSD Requirements

Certificate of Liability Insurance

The vendor needs to provide a Certificate of Liability Insurance naming PUSD as the certificate holder.

Endorsement

The vendor needs to add PUSD onto their insurance policy by providing an endorsement naming PUSD as an Additional Insured on the policy. These documents must be sent to the district office together. If they are sent separately, the insurance will be declined. PUSD does not assist with insurance in any way. It is the organizations responsibility to obtain adequate insurance.

An endorsement is not additional insurance. External groups are required to provide the minimum insurance limits below:

General Aggregate \$2,000,000 (annual)
General Liability \$1,000,000 per occurrence
Products-Comp/Ops Aggregate \$1,000,000
Personal & Adv. Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage \$100,000*
Medical Expense (per person) \$5,000

Coverage must be per occurrence NOT claims made.

*Activities that place buildings at risk for fire (use of kitchen, portable lighting, heavy electrical gear, pyrotechnics, etc) should have a \$1,000,000 Property/Fire limit.

Certificate holder section must state:

**Poway Unified School District
Attn: Risk Management
13626 Twin Peaks Road
Poway, CA 92064**

SAMPLE DOCUMENTS FOR CAPTA

Hold Harmless Agreement



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 include Bodily Injury, Property Damage, Personal Injury.
- (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 15 and under passenger.

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.

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 then contact our broker at (818) 662-4200.

January 2010

Endorsement

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> <p>California State PTA, all units, councils and districts of the California State PTA and all of their officers, directors, members and volunteers.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

SAMPLE DOCUMENTS FOR PUSD

Certificate of Liability Insurance

Certificate of Liability Insurance sample for PUSD is the same as for CAPTA (above), however Certificate Holder must be:

**Poway Unified School District
13626 Twin Peaks Road
Poway, CA 92064**

Endorsement

Endorsement sample is also the same for PUSD as CAPTA, but 'Name of Additional Insured Person(s) or Organization(s)' must be:

**Poway Unified School District
13626 Twin Peaks Road
Poway, CA 92064**