ADDITIONAL INFORMATION AND REMINDERS
PTA as an Employer

Employers are subject to extensive, complex, and constantly changing federal, state, and local compliance and tax filing requirements. **Failing to meet those requirements can result in significant civil and criminal penalties.** Since school districts generally have the ability, experience, and expertise to meet these requirements, it is **recommended that whenever possible PTAs gift funds to the school district to procure services.** If funds are gifted to procure services, it is important to communicate to the school district that the financial gift is **NOT an ongoing commitment since each PTA’s budget must be adopted annually.**

It is recommended that PTAs choosing to directly procure services seek assistance from compliance, legal, and tax professionals to ensure all applicable compliance and tax filing requirements are identified and met. At a minimum, PTAs must seek and regularly monitor guidance from authoritative sources including but not limited to the Internal Revenue Service (IRS), Department of Labor (DOL), the State of California Employment Development Department (EDD), the State of California Franchise Tax Board (FTB), and the State of California Department of Industrial Relations (DIR).

The following is a brief overview of some common employer compliance and tax filing requirements. It is not intended to be a complete list or constitute legal or tax advice.

- **Worker Classification**
  Workers receiving compensation from your PTA for providing services generally need to be classified as an employee or independent contractor. This classification affects many of your PTA’s employer compliance and tax filing obligations. Therefore, it is important for your PTA to identify the applicable criteria for making the classification and apply that criteria to the facts and circumstances to determine the appropriate classification of each worker.

- **Background Checks and Other Hiring Requirements**
  All personnel who work on a school campus, regardless of whether they are classified as employees or independent contractors, must be fingerprinted and undergo a background check. Also, all personnel employed by your PTA must meet school district health screening requirements AND comply with school district procedures for detecting and reporting suspected child abuse, as required by state law. Finally, minors employed in the state of California must have a Work Permit.

- **Documentation**
  The following documentation should generally be collected for workers classified as employees: U.S. Citizenship and Immigration Services (USCIS) Form I-9, Employment Eligibility Verification; Internal Revenue Service (IRS) Form W-4, Employee’s Federal Withholding Certificate; and Employment Development Department (EDD) Form DE-4, Employee’s State Withholding Allowance Certificate.
  
  The following documentation should generally be collected for workers classified as independent contractors: Internal Revenue Service (IRS) Form W-9, Request for Taxpayer Identification Number and Certification; Franchise Tax Board (FTB) Form 590, Withholding Exemption Certificate; and Certificate of Liability Insurance (COI) demonstrating contemporary general liability, employer, and workers compensation coverage.

- **Notices and Posters**
  State and federal regulations require employers to display various up-to-date posters and notices to workers.
**Workers’ Compensation**

California law mandates that every employer shall establish, implement, and maintain an effective Injury and Illness Prevention Program. Any PTA that pays wages directly to an individual and reports said employment on the Workers’ Compensation Annual Payroll Report must comply with this mandate.

**Wages, Withholding, and Employer Taxes**

There are federal, state, and local requirements regarding compensation of workers classified as employees including but not limited to minimum wage, overtime, sick leave, and other leaves of absence for a variety of reasons. PTAs with workers classified as employees must identify all applicable requirements and ensure compliance with them. The U.S. Department of Labor is an authoritative source of federal guidance and the State of California Department of Industrial Relations is an authoritative source of state guidance. Both websites are listed in the employer resources section below.

For workers classified as employees, employers generally have a number of withholding requirements including but not limited to federal and state income tax withholding, Social Security and Medicare (commonly referred to as FICA), and California State Disability. In addition, employers with workers classified as employees are generally subject to a number of employer taxes including but not limited to Social Security and Medicare (commonly referred to as FICA), California State Unemployment Insurance, and California State Employment Training Tax. Payment of withholding and employer taxes is required at regular intervals which must be determined each calendar year based on the guidance issued by the federal or state agency to which payments will be made.

**Reporting**

Following is a list of common filing and reporting requirements related to workers classified as employees:

- IRS Form 941, Employer’s Quarterly Federal Tax Return
- IRS Form 944, Employer’s Annual Federal Tax Return
- IRS Form W-2, Wage and Tax Statement/Form W-3, Transmittal of Wage and Tax Statements
- EDD Form DE-9/DE-9C, Quarterly Contribution Return and Report of Wages
- EDD Form DE-34, Report of New Employees

Following is a list of common filing and reporting requirements related to workers classified as independent contractors:

- IRS Form 1099-NEC, Nonemployee Compensation *(use beginning with tax year 2020 instead of 1099-MISC)*
- EDD Form DE-542, Report of Independent Contractors
- FTB Forms 592/592-B Resident and Nonresident Withholding and Tax Statements

**Planning and Approvals**


**Failure to Fulfill Employer Responsibilities**

Failure by an employer to pay taxes due or to withhold required amounts from an employee’s wages can result in substantial penalties to the employer. Refer to the current IRS Publication 15, Circular E, Employer’s Tax Guide and the current California Employer’s Tax Guide for detailed information regarding penalties.

**Employer Resources:**

- California State PTA Toolkit [http://toolkit.capta.org/?s=pta+as+an+employer](http://toolkit.capta.org/?s=pta+as+an+employer)
- EDD California Employer’s Guide (DE44) [https://www.edd.ca.gov/Payroll_Taxes/Employers_Guides.htm](https://www.edd.ca.gov/Payroll_Taxes/Employers_Guides.htm)
- State of California Department of Industrial Relations [https://www.dir.ca.gov/](https://www.dir.ca.gov/)
- California Tax Service Center [http://www.taxes.ca.gov/](http://www.taxes.ca.gov/)
- U.S. Department of Labor [https://www.dol.gov/](https://www.dol.gov/)
TO:  
Sherry Griffith, Executive Director  
California State PTA

FROM:  
Marilyn L. Jacobs

DATE:  
July 21, 2020

RE:  
PTA Contract and Finance Issues During the COVID-19 Era

We have been asked by the California State PTA (“State PTA”) to address how PTA Units can respond to requests by school districts and vendors to honor fiduciary agreements1 and contracts when those PTA Units lack sufficient funds or are unable to perform due to COVID-19 shelter-in-place orders (“SIP Orders”). A generic answer is not possible because provisions are contract-specific and not uniformly drafted. For the same reason, it is not possible to provide boiler-plate language or a template letter for use by PTA Units. Instead, this Memorandum sets out issues for PTA Units to consider as they decide how to respond to school districts and vendors that are requesting performance (i.e., payment).

For purposes of this Memorandum, “contractual obligations” refer to the obligations assumed by a PTA Unit as a result of entering into a (1) contract to pay a vendor for services to be provided; and (2) fiduciary agreement (in the form provided in the California State PTA Toolkit) to provide financial or other contributions to its local school district. If a PTA Unit has entered into contracts, instead of fiduciary agreements, with its local school districts, the guidance provided herein for vendor contracts should be applied.

**Step 1. Review Contract Provisions**

The PTA Units should consider the following questions as they review the terms of the contracts or fiduciary agreements:

A. **Scope of Services.**

   (1) What does the contract say about the services to be provided by the vendor to the PTA Unit? About the PTA Unit’s contractual obligation to its local school district?

   (2) Can the vendor’s services or the PTA Unit’s contractual obligations continue to be provided during the SIP Orders?

   (3) Can the vendor’s services or the PTA Unit’s contractual obligations be modified? For example, is it possible to extend the timing of when the services or contractual obligations are to be performed/completed by the vendor or the PTA Unit, respectively?

B. **Payment.**

   (1) Is the payment being requested by the vendor or school district consistent with terms of the contract?

   (2) Are the PTA Unit’s contractual obligations for payment based on the services having been completed? Or, for payment that is not directly tied to completion of the service?

   (3) Is it possible to extend the timing of the payments made by the PTA Unit?

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1 We understand that some PTA Units enter into “fiduciary agreements” with their local school districts to provide financial or in-kind contributions as a donation. By donating funds directly to a local school district, the responsibility for any hiring and oversight is shifted from the PTA Unit to the school district so that the PTA Unit does not have a relationship or direct obligation to any district employees or independent contractors.
C. Force Majeure. The PTA Unit should review its contract with its vendor or local school district for a force majeure clause. The fiduciary agreement in the Toolkit does not contain a force majeure clause so an alternative argument, such as one of those discussed in Step 2, may have to be used.

Force majeure provisions are triggered when the occurrence of a force majeure event, typically referred to as an “act of God,” makes performance so impracticable that it is excused.

When considering whether force majeure will excuse performance, the courts will consider whether (1) the event giving rise to nonperformance is specifically listed as a qualifying force majeure event in the contract; (2) the risk of nonperformance was foreseeable and able to be mitigated; and (3) performance is truly impossible. The court will first look to see if the event giving rise to nonperformance is specifically listed as a qualifying force majeure event. Even if it is listed, force majeure will not be available if the party seeking to use force majeure to excuse its performance could have foreseen and mitigated the potential nonperformance, and performance is merely impracticable or economically difficult rather than truly impossible.

If a force majeure provision in a contract is triggered, the PTA Unit must comply with the notice requirements if it intends to rely on force majeure to excuse performance. For example, most contracts contain notice requirements for claiming force majeure, including time limits for giving proper notice, the contents of such notice, who must be copied on the notice, and the required method of delivery.

D. Termination or Suspension. Can the contract be terminated due to an inability to fulfill the contract terms? For example, does the force majeure provision permit cancellation or does it simply delay performance of the obligation until the force majeure event has concluded?

Step 2. Look beyond the Contract Provisions

Even if a contract or fiduciary contract does not have a force majeure provision, a PTA Unit looking to excuse its performance may have other options under the law. The common law doctrines of “impossibility/impracticability” and “frustration of purpose” may provide relief. We are not, however, aware of any cases where the courts have analyzed the application of these common law doctrine to nonperformance caused by a pandemic.

A. Impossibility/Impracticability. Sometimes a party may be excused from performance if it can show that (1) an unexpected intervening event occurred; (2) the parties’ agreement assumed such an event would not occur; and (3) the unexpected event made contractual performance impossible or impracticable. A party’s nonperformance will not be excused where the event preventing performance was expected or was a foreseeable risk at the time the contract was executed. This principle has typically been used in 3 types of cases: death or incapacity of a person necessary for performance; destruction of a specific thing necessary for performance; and government action that prohibits performance or imposes requirements that make performance impossible. Depending upon the specific facts, a PTA Unit might be able to successfully argue that SIP Orders are making it impossible to fulfill its contractual obligation.

Impossibility as an excuse for nonperformance is not limited to strict impossibility but also includes “impracticability.” Performance will be considered to be impracticable if it will involve extreme and unreasonable expense, difficulty, injury, or loss to one of the parties. A mere change in the degree of difficulty or expense, unless far outside the ordinary, will not give rise to impracticability since parties assume such a risk when contracting.

It should be noted that if the impossibility or impracticability is temporary, the duty to perform may be suspended for the duration of the impossibility or impracticability rather than excused unless delayed performance imposes a substantially greater burden on the performing party.

B. Frustration of Purpose. Sometimes a party may be excused from performance if it can show that, due to the occurrence of an unexpected event, the principal purpose of the contract is substantially frustrated, rendering the agreement effectively meaningless. For example, frustration of purpose may arise as a result of the cancellation of trade shows due to COVID-19 and SIP Orders, where the principal purpose of the transaction (thousands of attendees) is frustrated, delayed or cancelled altogether.
Frustration of purpose requires many of the same elements as the principles of impossibility/impracticability: (1) an event substantially frustrates a party's principal purpose; (2) the nonoccurrence of the event was a basic assumption of the contract; and (3) the event was not the fault of the party asserting the defense. The overarching question is whether the unforeseeable event has significantly altered the circumstances of an agreement such that performance would no longer fulfill any aspect of its original purpose.

Unlike impracticability discussed above, frustration of purpose involves no true failure of performance. In many instances the parties are still capable of performing the services but, due to the occurrence of the frustrating event, one party's performance has become virtually worthless to the other.

Frustration of purpose is a narrow defense that only arises if the non-occurrence of the unexpected event was a basic assumption of the contract. Therefore, a party cannot invoke frustration of purpose on the grounds that a transaction was anticipated to be profitable but is now unprofitable, because unprofitability is a risk assumed when entering the contract. Further, frustration of purpose only occurs if the purpose of the contract has been totally, or nearly totally, frustrated. The frustration must be so severe that it is not likely to be regarded as within the risks that the invoking party assumed under the contract.

It is not yet clear how far courts will be willing to go in deciding whether COVID-19 and/or SIP Orders frustrate a contract's purpose.

Step 3. Practical Considerations

The following practical considerations may assist a PTA Unit that is trying to decide whether to terminate or postpone its contractual obligations:

A  Vendors.  (1) Does the PTA Unit desire to maintain a working relationship with its vendor? For example, does the vendor provide a unique or special service such that the PTA Unit does not want to jeopardize its ongoing relationship with the vendor?

   (2) Is the service necessary to facilitate or continue the PTA Unit's operations?

   (3) Does the vendor have unique or specialized knowledge or expertise, or services that will be necessary in the future?

   (4) Is the service in short supply such that the PTA Unit or its programs could be jeopardized if it doesn’t continue to pay the vendor?

B  School Districts.  In order to fulfill its charitable purpose, a PTA Unit must maintain a good working relationship with its local school district. Consequently, terminating its fiduciary agreement or contract with the local school district may not be a viable option. If a PTA Unit continues to pay a school district for services that cannot be performed due to a SIP Order, the PTA Unit must take care to ensure that, if those services are subsequently performed/completed, the PTA Unit will not be required to pay for the services again at a later date. If a local school district insists on payment, the PTA Unit may want to explore more flexible payment options, such as deferrals and staggered payment plans.

Step 4. Negotiation

Rather than simply terminating the contract or fiduciary agreement, a PTA Unit may decide to renegotiate their terms. Those negotiations should be guided by the practical considerations identified above. The negotiations may include modification of the scope of services to be rendered under the agreement; adjusting the timing of the services; reducing the amount to be paid for the services or for those services that cannot be performed in whole or in part now; or obtaining a potential credit for payments made now for services to be provided in the future. Bear in mind that any amendment or modification to the contract will need to be approved in accordance with State PTA requirements.

If the PTA unit renegotiates its existing contract by agreeing to provide advance payment for future services, the PTA unit should be mindful of the risk that the vendor could cease operation or file for bankruptcy before those services are rendered.
Step 5. Options for PTA Units Unable to Make Payments

If force majeure or a common law doctrine is not available to terminate the PTA Unit’s contractual obligations, there is little statutory relief available to the PTA Unit. There are no Education Code provisions that directly address such payment concerns. In addition, the California Consumers Legal Remedies Act, which also broadly prohibits "unfair methods of competition and unfair or deceptive acts or practices" in connection with the sale or lease of goods or services to consumers, is likely inapplicable given the specific facts at hand.

In more dire circumstances, PTA units may choose to pursue bankruptcy, although nonprofit bankruptcies are relatively rare. In most cases, a nonprofit will pursue dissolution and wind up its operations. It should be noted that dissolution does not result in an automatic stay to stop creditors and therefore may not provide the desired relief.

Force Majeure Language

The following is a force majeure provision that has been expanded to address COVID-19 or a similar future event.

"Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God or other natural disasters, including but not limited to violent storms, tornadoes, earthquakes, fires, floods, drought; war, armed conflict or the serious threat of the same, hostilities or invasion; civil war, rebellion, riots, civil commotion or disorder, mob violence, or act of civil disobedience; terrorist act or sabotage; plague, epidemic, pandemic, quarantine, outbreaks of infectious disease or any other public health crisis, including but not limited to quarantine or other employee restrictions; compliance with any law or governmental order, rule, regulation or direction, including but not limited to shelter-in-place orders and government shutdowns; breakdown of communication facilities, breakdown of web host, or breakdown of internet service provider; general labor disturbances, including but not limited to boycotts and strikes; or shortage or inability to obtain critical material, supplies or energy. The party evoking this force majeure provision shall give the other party written notice within ____ calendar days after the event causing the failure. If the force majeure event continues for _____ calendar days/weeks/months, either party may terminate this Agreement."

Disclaimer Language

The following is standard disclaimer language the State PTA may wish to use when issuing guidance to PTA Units:

"Disclaimer. The materials provided have been prepared for informational purposes only. Neither these publications nor the State PTA staff or any outside attorneys who authored them are rendering legal advice or opinions on specific facts or matters. Readers should not act upon this information without seeking advice from their own counsel. The State PTA assumes no liability in connection with the use of these publications."

CONCLUSION

As the COVID-19 pandemic continues to develop, PTA Units should take proactive steps to meet existing contractual obligations. If PTA Units expect that COVID-19 and SIP Orders may result in their inability to satisfy contractual obligations, they should assess the viability of either force majeure or common law principles such as frustration of purpose or impracticability. PTA Units should also consider if there is still a way to perform or adapt to current conditions. The specific analysis will likely change as SIP Orders are modified and lifted and schools begin to open.
Purchasing and Liability Guidelines during COVID-19 FAQ

PLEASE NOTE: Prior to making any purchases of personal protective equipment or hand sanitizers for your school, you must check with your principal and/or your school district. It is the responsibility of the school district to have these items in place at your local school sites.

1) Is there any concern regarding liability about PTA's selling spirit wear face masks?

No, selling spirit wear face masks holds no greater liability that selling any other product for a PTA; however, you should proceed with caution. Before any PTA decides to sell facemasks, they must confer with the principal of the school site. There may be individual guidelines that County School Superintendents, as well as health departments, have put in place and you want to make sure that whatever you are ordering meets those requirements.

2) If we sell masks, should we have a disclaimer? Something along the lines of “This mask is not to be used as a substitute for a surgical mask, an N-95 respirator, or a replacement for medical grade Personal Protection Equipment. The use of a face mask is intended to supplement but not replace recommended measures to stop the community spread of communicable diseases, such as COVID-19.”?

Yes, this would be a good warning and disclaimer to use when selling a product such as face masks. It is good to remind people that you are not selling medical-grade face masks.

3) Does the insurance company have a concern regarding PTAs purchasing quantities of masks for use at a school?

Purchasing items like masks, whether for sale or as a donation to the school, is not prohibited by PTA insurance. Just be sure to coordinate with school leadership before making any purchase of masks or other personal protective equipment.

4) Does the same apply to hand sanitizer? We want to purchase large quantities of hand sanitizer for the school and want to make sure it is ok with the insurance company.

As with face masks, you need to check with your principal and school district to make sure that whatever item you are purchasing meets all the safety requirements at the school, and that the school actually needs the items you want to purchase.

5) If we meet in person, will our insurance cover us if someone gets sick from COVID-19?

It is recommended that PTAs only hold events where social distancing can be observed and face masks are required. We must comply with all local, county and state health department guidelines. There is a chance the PTA could be held liable if someone contracts COVID-19 at an event that is sponsored by the PTA. Similar to other insurance claims, coverage depends on whether proper PTA guidelines were followed as set out in our Insurance Guide, and if all public health laws and mandates were followed.
6) If we have a restaurant night fundraiser and someone gets sick, are we covered by our insurance?

As with all PTA events, insurance coverage depends on whether all proper PTA guidelines as set out in our Insurance Guide and all public health laws and mandates are followed, and proof can be provided to the insurance company. Proper proof would include minutes of the meeting where the event was approved, any flyers, social media posts, etc. that advertised the event, and evidence that all local, county, and state public health guidelines were followed.

7) What role can a PTA play in Learning Pods that are being introduced in many of our school districts?

If your school is utilizing Learning Pods and the PTA wants to participate, the PTA must follow all the guidelines for approving an event that we sponsor.

- Get approval to host this event from the General Association at a meeting
- Get an insurance waiver from all families that are participating in the Learning Pod

The school should be primarily responsible for the Learning Pod and, if asked to participate, the PTA’s role should be limited. Due to privacy concerns, the PTA should not provide student information if requested by the school (the school should already have such information). If the PTA is asked by the school to assist with Learning Pods, the PTA should ask to be indemnified and to be named (along with its officers, directors, volunteers, etc.) as additional insureds under the school’s insurance policy, and the school’s insurance policy should provide primary coverage regardless of the insurance maintained by the PTA. PTAs assisting schools with Learning Pods must familiarize themselves with all local, county, and state public health guidelines for Learning Pods, and should make sure that those guidelines are being followed by the school.

Helpful Links and Resources

- Link to California Department of Public Health: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCoV2019.aspx
- Link to Blueprint for a Safer Economy: https://covid19.ca.gov/safer-economy/
- CAPTA/AIM Insurance Information: https://capta.org/pta-leaders/services/insurance/
California State PTA's

Electronic Membership System

We are excited about the progress our online membership system TOTEM has made, making joining and renewing PTA membership at the local level easier.

More than 1,000 local PTAs have processed more than 70,000 memberships using our online membership system. So consider this your invitation to get started.

Visit bit.ly/starttotem to see TOTEM for yourself!

Email emembership@capta.org with questions.
Electronic Membership System:  
Important Financial Information

Stripe Payment Processing
The new electronic membership system, TOTEM, utilizes a secure third-party payment processing center known as Stripe. If your PTA unit is signed up for TOTEM and you receive an email from Stripe seeking additional information, please realize this is an additional security protection for our PTAs at every level. Please verify the browser address is correct and then follow up with the request. These verifications are there for your security.

Important FYI
Stripe may ask leaders who connect a bank account for personal information, such as your date of birth or government IDs such as your social security number. This is part of secondary user-identification verification that is required by Federal banking regulations known as KYC (Know Your Customer). Stripe uses this information to stay in compliance with anti-fraud and anti-money laundering regulations. When providing such information, you should double-check that your browser address begins with HTTPS (note the S at the end) and shows the proper name of the website you are visiting (i.e., https://stripe.com).

www.capta.org/membershipTOTEM
PTA FINANCES AND EMAIL: PHISHING SCAMS

If you receive an email from a fellow PTA officer asking for funds to be wired, gift cards to be purchased, or sensitive information to be provided, BEWARE!

Email phishing scams as well ransomware and other malware attacks are increasingly common and can have devastating impacts on non-profit associations of all sizes, including PTAs. In fact, PTAs in California and across the country have been targeted for these scams and attacks, which are growing in both numbers and sophistication.

Spear Phishing is currently one of the most pervasive scams that target PTAs. This scam is the fraudulent practice of sending emails that appear to be from a known or trusted sender, often another PTA officer or a vendor such as the organization’s bank, in order to induce targeted individuals to transfer funds, purchase gift cards, reveal sensitive information, or open attachments or links that contain malware.

Following are strategies you can implement to help protect your PTA from these scams and attacks:

- Contact the purported requestor directly by phone or text to verify it is in fact them making the request.
- Contact your president and treasurer directly by phone or text to ask about the validity of the request.
- Never wire money, purchase gift cards to pay for things, or relay gift card activation information.
- Never open attachments or click on links in emails that you suspect are phishing scams.
- Keep personal and PTA technology systems and firewalls up-to-date to minimize risk of malware infection.
- TRUST YOUR GUT! If it seems strange, it is likely for good reason. Since email can be hacked, any strange or unusual request should be investigated directly with the appropriate persons via phone or text prior to taking action, regardless of whether or not it is coming from a known and trusted source.

Additional Resources:

- Osterman Research White Paper – [http://ow.ly/EXWq30m3kPs](http://ow.ly/EXWq30m3kPs)
- Tipwire Video – [https://www.youtube.com/watch?v=VFa8gvvbELA&feature=youtu.be](https://www.youtube.com/watch?v=VFa8gvvbELA&feature=youtu.be)
Save the Date!

Sacramento
May 14-16, 2021
(or virtual, if necessary)

START BUDGETING NOW FOR CONVENTION 2021

Build for success! Jump start your PTA and boost your skill sets as a leader with workshops, networking, inspirational speakers, exhibitors, the business of the association, Reflections performances, and more!

Investing in your unit leadership is not only an excellent idea, it is an allowable PTA expense!

Be sure to include Convention in your annual budget and get approval from your association. If convention is in person, Early Bird Registration is approximately $240 (1 day $99). Hotels begin at $207 + tax per night. Travel and food expenses vary and can all be covered by your PTA. If we decide to hold a virtual convention, we will announce prices at that time.

Whether you attend just one day or all three, this is an experience you do not want to miss!
California State PTA Package:
• General Liability $1,000,000
  o $20,000 Medical Payments
• Directors & Officers Liability $1,000,000
• Fidelity Bond (Crime) $25,000
• Workers Compensation $1,000,000
• Umbrella Liability $10,000,000

Optional coverages:
• Property
  Coverage for personal property owned by your PTA (raffle items, fundraising merchandise, popcorn machines...)

• Extended Medical (Increase to $50,000 from $20,000 included in package above.)
  Additional medical payments coverage for injuries sustained at your events (access without suit being filed)

• Media Liability (supplement to General Liability)
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- Medi-Cal
- Or Have a Household Income Under $40,000/year

To determine which of the Internet providers serves your area enter your zip code at this site: [www.everyoneon.org/capta](http://www.everyoneon.org/capta).

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