

Hold Harmless Agreement – Frequently Asked Questions

Why does the District require a Hold Harmless form?

The Hold Harmless form is a standard risk-management document used by school districts throughout California. Hold Harmless agreements protect the District from claims arising from or related to the actions of the PTC/Booster. At the same time, it clarifies that the PTC/Booster is an independent and separate legal organization from the District and acknowledges that the PTC/Booster agrees to follow established financial, safety, and operational procedures.

This requirement aligns with best practices promoted by the California Fiscal Crisis Management and Assistance Team (FCMAT) and with guidance provided in our School Connected Organizations Manual.

Its purpose is to clearly define roles and responsibilities so everyone can operate confidently and safely.

Does signing this form make me personally liable?

No. Signing the form as a board member does **not** automatically make you personally liable for accidents or routine activities. PTC/Booster must be established as a nonprofit benefit corporation. When you sign the form, you are doing so on behalf of the legal entity. Volunteer directors of nonprofits who do not receive compensation are afforded limited personal liability. (Corp. Code, § 5047.5.) You cannot be found personally liable for negligent acts performed within the scope of your duties as a director, performed in good faith, that you reasonably believed was in the best interest of the PTC/Booster, and in the exercise of your policymaking judgement. (*Id.*)

Personal liability generally only arises in cases of:

- Intentional misconduct
- Fraud
- Criminal behavior
- Actions taken outside the scope of the organization's bylaws

These risks would exist regardless of whether a Hold Harmless form is signed.

When organizations:

- Follow their bylaws

- Maintain required insurance
- Follow District procedures
- Act in good faith

Volunteers are protected in the normal course of supporting school activities.

Why is the District asking for this if we already carry insurance?

Insurance and the Hold Harmless agreement serve different purposes:

- **Insurance** provides financial protection in the event of a claim.
- **The Hold Harmless agreement** clarifies that the organization operates independently and assumes responsibility for its own activities.

Together, they create clarity and protection for:

- The organization
 - Individual volunteers
 - The school site
 - The District
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Is this common practice?

Yes. Requiring a Hold Harmless agreement is common practice among California school districts. The Rocklin Unified School District follows established guidance for school-connected organizations to ensure consistency, transparency, and protection for all parties.

What happens if a PTC chooses not to sign?

The Hold Harmless form is a required component of the School Connected Organization packet. Without it, the organization would not be authorized to operate on behalf of the school.

Who can we talk to if we still have concerns?

We welcome questions and are happy to walk through the form together. Our goal is not to discourage parent involvement — it is to ensure that everyone understands expectations and feels comfortable serving in a volunteer leadership role.
