

## **Risk Management in Service Learning**

The California State University (CSU) system, of which L.A. is a part, is a national leader in volunteerism in service-learning. A 1999 system-wide survey indicated that more than 135,000 CSU students perform a total of 33.6 million hours of community service annually. These service hours provide the equivalent minimum wage value of approximately \$193.2 million annually.

Currently, the CSU offers more than 1,600 service-learning courses to more than 51,000 CSU students. In the coming years, the CSU will be creating or modifying hundreds of courses to include new service-learning components, involving an estimated 6,6000 additional students each year.

As a part of the CSU's leadership and because of the large numbers of students enrolled in service-learning courses, service-learning directors and faculty members from across the system began to ask about risk management issues as they pertained to service-learning placements. In April 2001, a system-wide meeting brought together risk managers and service-learning directors from many CSU campuses to discuss how to manage risk in service-learning. This group developed system-wide guidelines that campuses are currently implementing.

One of the requirements of Executive Order 849 (California State University Insurance Requirements) is that organizations with whom the university partners, must have minimum levels of liability insurance.

Students, whether service-learning or volunteers, should sign up with the community organization as an "official volunteer," entitled to coverage provided by the community organization. This will provide the maximum protection for both the students and the community organization.

The attached document is our official service learning agreement and must be used by all agencies. The only persons authorized to sign these agreements on behalf of the university are the Director of Procurement and Contracts or next level up in accordance with University Administrative Procedure 012, "Delegation of Signature Authority".

If you have questions about risk management in service-learning, contact the EPIC office at (323) 343-3380. Risk management is not meant to be prohibitive to serve-learning but to allow for safe and positive service environments where the risk and liability have been minimized.

# Service-Learning Agreement

University and Community-Based Organization

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the Trustees of the California State University on behalf of California State University, Los Angeles, referred to as "UNIVERSITY," and \_\_\_\_\_, referred to as "COMMUNITY-BASED ORGANIZATION."

In addition to these terms and conditions the General Provisions, consisting of one (1) page, and the Community Organization Profile, consisting of one (1) page, are incorporated by reference and made a part of this agreement.

## I. STATEMENT OF PURPOSE –

- A. The University's mission and values strongly endorse partnerships with the community that advance the quality of life and the educational, intellectual, artistic, civic, cultural, and economic aspirations for all those living or working in our neighboring communities. The mission of the University's Office of Service-Learning is to inspire, encourage and support students and faculty in their pursuit of academic excellence through involvement in pedagogies that combine explicit academic learning objectives, preparation and reflection with meaningful service activities in the community.
- B. The Community-Based Organization's mission is stated in the Community Organization Profile.
- C. COMMUNITY-BASED ORGANIZATION and UNIVERSITY recognize the opportunity for meaningful learning experiences for the UNIVERSITY, COMMUNITY-BASED ORGANIZATION and service-learning students (STUDENT). The UNIVERSITY supports the goals and objectives of the COMMUNITY-BASED ORGANIZATION program in which STUDENT will participate.

## II. PRIORITIES

### A. Program Activities

Activities will be accomplished in accordance with the *Learning Plan*, reviewed and agreed upon by the STUDENT, UNIVERSITY AND COMMUNITY-BASED ORGANIZATION prior to the start of the experience.

The STUDENT(S) will:

1. Participate in all relevant training required by the COMMUNITY-BASED ORGANIZATION and/or faculty as well as training outlined in (Section III-A-2, Training and Orientation) of this document.
2. Model professional and appropriate behavior when working with clients and when on COMMUNITY-BASED ORGANIZATION site. (See Student-Learning Guidelines.)
3. Support COMMUNITY-BASED ORGANIZATION events that are a part of the service-learning experience as required by faculty member.
4. Meet the goals of the COMMUNITY-BASED ORGANIZATION program and the service-learning course in which the STUDENT is enrolled.

### B. Safe and productive environment – reference COMMUNITY-BASED ORGANIZATION's policy about safe work environment

1. COMMUNITY-BASED ORGANIZATION will:

- a. Give STUDENT(S) a complete tour of the site, and ensure that STUDENT(S) are aware of all emergency procedures and is able to act responsibly in the case of an emergency.
- b. Ensure that STUDENT(S) are aware of the unique nature of the population and/or clients of the program, and is prepared to work with this population.
- c. California law may require the COMMUNITY-BASED ORGANIZATION to obtain STUDENT's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the COMMUNITY-BASED ORGANIZATION's responsibility to: 1) determine whether such fingerprinting is required; 2) obtain the STUDENT's fingerprints; and 3) obtain criminal background clearance from the appropriate agency and 4) maintain the confidentiality of that information in accordance with State Law.

2. UNIVERSITY will ensure that STUDENT(S) agree(s) to the following:

- a. Abide by COMMUNITY-BASED ORGANIZATION rules and regulations while on site and working with COMMUNITY-BASED ORGANIZATION clients.
- b. Ensure that his/her interactions with clients are safe, positive and productive.
- c. Support the program and its objectives by providing support for clients or COMMUNITY-BASED ORGANIZATION staff as necessary and agreed upon in (Section II-A-1, Program Activities) this document.
- d. Any additional service or academic duties specific to the scope of work as identified in the Student's Service Learning Plan.

## III. STRUCTURE AND SUPPORT OF SERVICE-LEARNING STUDENT

### A. COMMUNITY-BASED ORGANIZATION

1. Site Supervision – The Site Supervisor, as identified in the COMMUNITY-BASED ORGANIZATION Profile, will meet with STUDENT(S) in accordance with their service schedule as identified in the Student's Service-Learning Plan. All COMMUNITY-BASED ORGANIZATION program staff will support STUDENT(S) as they interact with COMMUNITY-BASED ORGANIZATION personnel and clients, and the site supervisor will provide guidance and advise as necessary and appropriate. A secondary site supervisor, identified in the Community Organization Profile, will be responsible for the STUDENT(S) in the absence of the primary supervisor.

- a. The COMMUNITY-BASED ORGANIZATION will meet with either the UNIVERSITY faculty member or the EPIC Director or his designee as identified in the Community Organization Profile.
  - b. The COMMUNITY-BASED ORGANIZATION agrees to provide a list of risks inherent to the Service-Learning environment in the Community Organization Profile.
2. Supervisory Training and Orientation – Appropriate Organization Representative will provide specific training needed by the STUDENT prior to his/her working with clients or providing service to the COMMUNITY-BASED ORGANIZATION. Necessary training can be provided through collaboration between COMMUNITY-BASED ORGANIZATION, UNIVERSITY, and faculty member.
  3. STUDENT Training and Orientation – Site Supervisor or his/her designee will provide specific training needed by STUDENT(S) prior to their working with clients or providing service to the COMMUNITY-BASED ORGANIZATION. Necessary training can be provided through collaboration between the COMMUNITY-BASED ORGANIZATION, UNIVERSITY and faculty member.
  4. Work Space – STUDENT will have an appropriate space at the COMMUNITY-BASED ORGANIZATION site in which to conduct his/her assigned work. COMMUNITY-BASED ORGANIZATION will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her required service role.
  5. Evaluation – The COMMUNITY-BASED ORGANIZATION site supervisor will fill out survey(s) regarding quality of service that the STUDENT provided to the site, and as agreed upon in the *Learning Plan* document.
- B. **UNIVERSITY** - UNIVERSITY will assign STUDENT(S) to the COMMUNITY-BASED ORGANIZATION from various service learning courses. STUDENT can provide service to the program that is outlined in the Student’s Learning Plan.
1. Training and Reflection – The UNIVERSITY along with COMMUNITY-BASED ORGANIZATION will provide a training session for STUDENT(S) regarding his/her responsibilities as described in Section II. The Service-Learning Director and Faculty Member will provide opportunities for STUDENT(S) to reflect on his/her experience working at the COMMUNITY-BASED ORGANIZATION site.
  2. Supervision and Accountability – The UNIVERSITY along with the COMMUNITY-BASED ORGANIZATION will work closely with the STUDENT(S), COMMUNITY-BASED ORGANIZATION, and FACULTY member to meet the expectations and priorities of the COMMUNITY-BASED ORGANIZATION’S site.

**IV. LENGTH OF AGREEMENT TERM**

- A. **Initial Term** - The UNIVERSITY and COMMUNITY-BASED ORGANIZATION have reached this initial agreement for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. This term represents 3 calendar years.

This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by COMMUNITY-BASED ORGANIZATION shall not be effective against any STUDENT(S) who at the date of mailing of said notice by COMMUNITY-BASED ORGANIZATION was participating in said program until such STUDENT(S) has completed the program as mutually agreed upon.

- B. **Renewal Process** – This agreement can be renewed every 3 years and is based on STUDENT feedback, COMMUNITY-BASED ORGANIZATION evaluations and FACULTY desire to continue this relationship for the purpose of service-learning under the conditions that:
1. The UNIVERSITY and COMMUNITY-BASED ORGANIZATION continue to be committed to actively supporting the goals of the other.
  2. The STUDENT work is meaningful and helps to provide essential support to the COMMUNITY-BASED ORGANIZATION.
  3. The relationship is consistent with the goals of the COMMUNITY-BASED ORGANIZATION, UNIVERSITY, STUDENT and the service-learning course.

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

COMMUNITY-BASED ORGANIZATION

UNIVERSITY

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director of Procurement and Contracts

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# **General Provisions For Service Learning Agreements California State University, Los Angeles**

## **Indemnification**

The community-based organization shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. CSU Los Angeles shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the community-based organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

## **Insurance**

The community-based organization shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$ 1 million minimum limit for each occurrence and minimum limit of \$ 2 million General Aggregate, as mutually agreed upon for this placement. The community-based organization shall be responsible for workers' compensation coverage or health insurance for students during this agreement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and workers' compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

## **Status of Students**

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

## **Governing Law**

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, community-based organization shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

## **Assignments**

Without written consent of the CSU, this agreement is not assignable by the community-based organization either in whole or in part.

## **Agreement Alterations & Integration**

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## **Endorsement**

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

## **Survival**

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

## **Severability**

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

## **Entire Agreement**

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.