

## **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 designee 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 Office of Community Engagement at (323) 343-5969 or EPIC 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.

**Learning Site Agreement**

This agreement (“Agreement”) is between the Trustees of the California State University on behalf of **California State University, Los Angeles (“University”)** and \_\_\_\_\_ (“**Learning Site**”). In consideration of the mutual promises set forth below, the University and Learning Site (“parties”) agree as follows:

**I. Learning Site’s Responsibilities**

- A. Identify the student’s supervisor. The supervisor agrees to meet with the student regularly to facilitate the student’s learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Learning Site’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; and information detailing where students check-in and how they log their time.
- C. Provide student with a written description of the student’s tasks and responsibilities.
- D. Provide appropriate training, equipment, materials and work area for students prior to students performing assigned tasks or working with the Learning Site’s clients.
- E. Inform student of the need for a background check, fingerprinting and/or a tuberculosis test; obtain the student’s fingerprints, background check and/or tuberculosis test; and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury or illness to a student participating in a learning activity at the Learning Site.

**II. University’s Responsibilities**

- A. The University will advise the student(s) of their responsibility to:
  - 1. Participate in all training required by the Learning Site.
  - 2. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - 4. Abide by the Learning Site’s rules and standards of conduct.
  - 5. Maintain the confidentiality of the Learning Site’s proprietary information, records and information concerning its clients.
- B. The University will advise student that neither the University nor the Learning Site assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation a learning activity at the Learning Site.
- C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

**Learning Site Agreement**

**III. General Provisions**

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Learning Site terminates this Agreement, it will permit any student working at the Learning Site at the time of termination to complete his/her work. At the 5 year termination date the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII. The agency will provide to CSULA a copy of its current liability coverage and is responsible for maintaining required levels of coverage for the duration of this contract. The agency must notify CSULA within 30 days if there is any change in the coverage and it is unable to maintain these required levels.
- D. The Learning Site and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Learning Site may dismiss a student if the student violates its standards, mission or goals. The Learning Site will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Learning Site are not officers, employees, agents or volunteers of the University or the Learning Site.
- G. Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

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|--------------------------------|---------------------------------|
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UNIVERSITY:  
Name: Thomas Johnson  
Director, Procurement & Contracts  
Telephone Number: 323 343 3480  
Email: [tjohnson@cslanet.calstatela.edu](mailto:tjohnson@cslanet.calstatela.edu)

LEARNING SITE:  
Name:  
Title:  
Telephone Number:  
Email:

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**CALIFORNIA STATE UNIVERSITY,**

**LEARNING SITE:**

By:

By:

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

Dianne Taylor, Buyer II  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title