

# Risk Management in Experiential Learning at CSUSM

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# The Need for Risk Management in Experiential Learning

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Because numerous claims have been made against universities, faculty, students and community organizations, it is imperative to implement rigorous risk management and mitigation measures and policies. Such measures include the gathering, retention and disclosure of important information to all parties involved in experiential learning, the utilization of formal agreements that define respective obligations, and a requirement that the learning site maintain a minimum amount of insurance coverage. A landmark case, involving the assault of a student leaving her internship, ended with the Florida Supreme Court ruling that the university failed to make reasonable efforts to determine what risks existed at the learning site and to inform the student of their findings<sup>1</sup>. These failures resulted in a significant financial loss to the university, as well as damage to its reputation. Other potential consequences of such institutional negligence include, but are not limited to:

- Faculty and staff members may face disciplinary actions for negligence or failure to follow institutional policies and procedures.
- Most importantly, students are exposed to dangers they could otherwise avoid.

As faculty and staff, we have a duty to protect our students and the university while providing the maximum flexibility possible for students to get the experiences they need to achieve success. The Career Center (academic internships) and the Office of Service Learning and Civic Engagement (service learning) makes a concerted effort to gather information about any risks experiential learning activities may involve and share it with students before they engage, ensuring that they are fully informed and aware that they may request alternatives.

## CSUSM Risk Management Policy and Processes

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Experiential learning at CSUSM is governed by CSU Executive Order 1064 and the Chancellor's Office *Managing Risk in Service Learning* guide. CSUSM University Policy Statements (UPS) APC 245-02 (for service learning) and SAC 714-15 (for academic internships) interpret these documents and outline campus risk management policy concerning experiential learning. These campus policies require the implementation of risk mitigation processes including:

- Identification and communication of potential risks to students engaging in experiential learning opportunities
- The collection of emergency contact information from students prior to beginning an assignment.
- The execution of a University Community Partnership Agreement (UCPA) by the learning site and University for unpaid opportunities or verification of paid opportunities as W-2 employment (academic internships).
- The collection of signed release of liability and student acknowledgment from each student.
- Compliance with requirements that ensure that the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) is in place (including having a signed UCPA on file).

## CSUSM Risk Management Processes

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The Career Center and the Office of Service Learning and Civic Engagement have integrated risk management requirements into streamlined processes for students, learning sites and faculty.

- Information about potential risks is gathered from learning sites when they propose an experiential learning opportunity (academic internship or service learning) in the CalStateS4 database. This information is analyzed by staff and considered in the approval process. Proposals are referred to risk management as warranted and all reasonably potential risks identified on approved opportunities are communicated to students through the position description in the database.
- Our departments issue a UCPA to sites hosting CSUSM students for unpaid experiential learning activities for which students will receive academic credit. We also route signed UCPCAs to Contracts and Procurement who

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<sup>1</sup> <https://www.chronicle.com/article/florida-supreme-court-says-university-is-liable-for-interns-injury/>

maintains copies of all fully executed agreements. We do not approve experiential learning opportunities that do not have a fully executed UCPA on file or are verified as W-2 employment (academic internships).

- The student placement process, managed through the CalStateS4 system, includes collecting emergency contact information, a Release of Liability and applicable student consent forms, as well as a safety orientation.

## Process Specifics for Risk Management

### Registration (CalStateS4 Database)

In 2011, the CSU Chancellor's Office document, *Managing Risk in Service Learning*, outlined a series of questions to identify risks that students may face if they engage in an experiential learning activity. Over time, these questions have been revised and, in some cases, modified into affirmations. These questions and affirmations are included in the registration process for paid and unpaid experiential learning through the CalStateS4 Database. They are:

#### Supervision Restrictions

- Students engaged in unpaid academic internship or service-learning positions cannot be left alone for any amount of time with minors, elderly individuals or any other vulnerable populations. Supervision must be provided at all times.

#### Driving Restrictions

- CSUSM students are not permitted to drive any clients as part of their duties for an unpaid academic internship or service-learning experience.

### Questions

These questions allow the identification of risks a student may face as a result of engaging in the internship or service-learning opportunity:

- Will the student be working unsupervised with minors?
- Will the student be working with behaviorally challenged populations?
- Will the student be working with individuals who have a known criminal background or history of violent behavior?
- Will the student ever be required to work alone at night (between 6pm and 8am)?
- Will the student be working in an area where parking and work areas may not be secure or adequately illuminated?
- Will the student be working in a high-crime area?
- Will the student be required to work with hazardous materials, heavy machinery or heavy equipment, or heights?
- Will the supervisor of the student(s) oversee more than 8 people or will the student be supervised less than 50% of the time?

Where a question is answered affirmatively, clarifying information is automatically required. This information is considered in whether a position can be approved. It can also be referred to risk management for guidance where risks are more pronounced.

### Home-Based Organizations

Additional scrutiny is required when a learning site is home-based and requests that a student work at that location. Home-based businesses may be approved once required criteria are met. Furthermore, a site visit may be required but does not guarantee approval.

# University Community Partnership Agreement

This agreement formalizes expectations and obligations of the learning site and CSUSM for unpaid experiential learning. It is an important tool in mitigating risk for students and CSUSM. Elements of the UCPA that address risk are:

## 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. The Learning Site will be responsible for additional requirements as determined by Learning Site such as a background check, fingerprinting and/or a tuberculosis test.
- 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.
- H. Ensure that students do not drive any clients of the Learning Site, including minor children.
- I. Ensure that students are never left alone with minor children.
- J. Learning Site shall familiarize itself with student privacy laws (FERPA) and adhere to it accordingly.

## II. University's Responsibilities

- A. The University will advise the student(s) of their responsibility to:
  - i. Participate in all training required by the Learning Site.
  - ii. Exhibit professional, ethical and appropriate behavior when at the Learning Site.
  - iii. Complete all assigned tasks and responsibilities in a timely and efficient manner.
  - iv. Abide by the Learning Site's rules and standards of conduct.
  - v. Maintain the confidentiality of the Learning Site's proprietary information, records and information concerning its clients.
- B. The University will advise student(s) 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(s) 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.

### III. General Provisions

B. Learning Site shall defend, indemnify and hold harmless the University and each of their trustees, officers, employees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the Learning Site, its officers, subcontractors, assignees, appointees, agents, or employees.

University shall defend, indemnify and hold harmless Learning Site and its trustees, officers, employees, subcontractors, appointees, agents and volunteers from and against any and all liability, loss, expense, or claims for injury or damages arising out of, resulting from, or in connection with the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the University, its officers, agents, or employees.

This Section 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.

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.

At the time of writing, the agreement also contained COVID 19 mitigation language that directed sites to follow appropriate CDC guidance. It is important that agreements are signed by an appropriate authority at the host organization with the ability to contract. Faculty should support efforts to execute these agreements where they are directing students to engage in unpaid experiential learning at a particular host site.

## Student Registration

### Learning Site Location and Emergency Contact Information

The student registration includes a placement process where students identify the organization and position they will be engaged with. This includes location information allowing the Career Center and/or Office of Service Learning and Civic Engagement to identify where students are placed. Additionally, students are required to submit contact information for an individual close to them in the event there is an emergency. The importance of tracking this information is necessary in the event emergencies occur necessitating the identification of students who may be engaged in for credit activities at those locations. Students are also required to watch and acknowledge a site safety training video.

### Risk acknowledgment

Students sign the Release of Liability, Assumption of Risk and Promise not to Sue form as part of the placement process. By doing this, students agree to release CSUSM from all liability stemming from their engagement and actions in their experiential learning activities for academic credit. Because we require this of students, it is critical that we ensure they are suitably appraised of any identified risks that engaging in an experiential learning opportunity may present to them so they can make informed decisions. Given that students always have the flexibility to choose where they engage in experiential learning it is appropriate that we require this form to be signed.

## Student Participation Guidelines

On this form, students are appraised of general guidelines intended to help them identify and avoid risks and risky behavior and of their responsibilities concerning injury to themselves while engaged in experiential learning. Students are required to sign this form acknowledging that they have read and understand these guidelines.

## Conclusion

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Risk management requirements and related processes form an integral and streamlined part of experiential learning at CSUSM. It is critical that faculty support the Career Center and/or the Office of Service Learning and Civic Engagement in maintaining these processes to ensure compliance, promote safe opportunities for our students and avoid costly legal actions that negatively impact all stakeholders. The Career Center and/or the Office of Service Learning and Civic Engagement can provide assistance to all faculty teaching experiential learning courses. If you have questions, are unsure about any of the processes involved in experiential learning risk management or need to refer a student for assistance, please email or call:

**Academic Internships, Career Center:** [internships@csusm.edu](mailto:internships@csusm.edu) or (760) 750-7005

**Service Learning, Office of Service Learning and Civic Engagement:** [servicelearning@csusm.edu](mailto:servicelearning@csusm.edu) or (760) 750-8171