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**Owner:** Alison Wrynn: Assoc VC Acad Prg, Innov&Fac Dev  
**Area:** Academic and Student Affairs  
**Codes:** COVID-19

## California State University Experiential Learning during the COVID-19 pandemic

### I. Policy

#### A. California State University Experiential Learning during the COVID-19 pandemic

This policy (see attached memorandum) is intended to provide supplemental guidance to existing for-credit experiential learning programs during the COVID-19 pandemic. It supersedes [guidance issued in spring 2020](#) in response to the CSU's pivot to primarily remote and virtual learning.

Experiential credit-bearing learning (student teaching, clinicals, practicums, internships, service learning, field placements, etc., for-credit experience only) is an important component of student success. However, COVID-19 has posed new and emerging risks to students engaged in this experience. As you review student experiential learning opportunities, please adopt the following practices in order to reduce and address risk:

### II. Procedure

#### A. Students Engaged in For-Credit Experiential Learning

1. Students enrolled in experiential learning programs should be given a virtual learning option—to the extent allowed by accrediting and credentialing bodies—in order to complete their course work. This should include allied health clinical experiences and education programs (student teaching) **if and when possible**.
2. Students who choose to participate in on-site experiential learning programs (not virtual) must receive COVID-19 safety training consistent with federal, state, local and CSU guidance and/or mandates as part of their orientation and prior to participation. If the experiential learning site does not provide this training, the campus shall do so.
3. Students engaged in on-site experiential learning must sign an acknowledgement (to be prepared by the campus) that they have been informed of and understand the risks to their own health presented by COVID-19. This does not require that students sign the attached waiver. Moreover, this acknowledgment of risk does not require that students sign a waiver or release of liability.

4. To the extent that campuses already required participants to sign Hold Harmless waivers for certain activities or programs (pre-COVID-19 pandemic), they should continue to do so consistent with California State University Use of Approved Waiver of Liability Policy (EO 1051). Please use the attached updated waiver. Questions for exceptions should be addressed to the campus risk management officer or campus counsel. If a student will be attending a "higher risk" placement, the campus should consult with their campus risk manager regarding the need or advisability of obtaining a COVID-19 specific waiver from the student. A "higher risk" placement is defined as one in which it is known that the student will be working or coming into contact with individuals who are known to have been infected with COVID-19.

## B. Student Placement Agreements

Current and fully executed Student Placement Agreements do **not** need to be modified at this time to include COVID-19 language. It is recommended, however, that a risk review be conducted for any virtual or in-person placements that are **substantially** different from those originally outlined. If any revised activities fall into a high-risk category, the campus should strongly consider including the amended language identified below in the University-Agency Agreement. Additionally, all safety- and risk-related information should be provided to students as part of the orientation process (e.g., training as identified in Section 2, course syllabus, video or online placement platform).

New and renewing University-Agency Agreements can include the addition of the following language into their agreement template(s) provided the partner agency agrees:

[Facility] is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". [Facility] is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. [Facility], to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, [Facility] will take steps to comply with the modified, changed or updated guidelines or directives. If at any time [Facility] becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify [X] of that fact.

It is expected that each campus will request its partner at the time of renewal to include this clause in their agreement. However, it is recognized that the placement site may have its own policies that bar this addition. If the placement is of enough importance to the mission of the CSU (such as serves as a placement for a large number of CSU students or is a location that provides a unique opportunity for CSU students that cannot be replicated elsewhere), then a campus has the discretion to omit this requirement in its new agreement. However, since it is an expectation, the campus should document its efforts made toward the inclusion and preserve the correspondence where the partner entity refused to include it.

## III. Authority

This policy is issued pursuant to [Section II of the Standing Orders of the Board of Trustees of the California State University](#), and as further delegated by the [Standing Delegations of Administrative Authority](#).

## IV. Appendix A: RELEASE OF LIABILITY EO1051 COVID19 (See Attachments)

## RELEASE OF LIABILITY, PROMISE NOT TO

# SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

**Activity:** [Insert Activity]

**Activity Date(s) and Time(s):** [Insert Date(s) and Time(s)]

**Activity Location(s):** [Insert Activity Location(s)]

In consideration for being allowed to participate in this Activity, on behalf of myself and my next of kin, heirs and representatives, I **release from all liability and promise not to sue** the State of California, the Trustees of The California State University, California State University, [campus name] and their employees, officers, directors, volunteers and agents (collectively "University") from any and all claims, **including claims of the University's negligence**, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss I may suffer because of my participation in this Activity, including travel to, from and during the Activity.

I am voluntarily participating in this Activity. I am aware of the risks associated with traveling to/from and participating in this Activity, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Activity location(s). **Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity, including travel to, from and during the Activity.**

I agree to **hold** the University **harmless** from any and all claims, including attorney's fees or damage to my personal property, that may occur as a result of my participation in this Activity, including travel to, from and during the Activity. If the University incurs any of these types of expenses, I agree to reimburse the University. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.**

I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I have been informed and understand there remains a risk of exposure to COVID-19. I understand that regardless of any precautions taken, an inherent risk of exposure to COVID-19 will exist.

I have read this document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

[SIGNATURE LINE]

Participant Signature

[SIGNATURE LINE]

Participant Name (print) AND Date

*If Participant is under 18 years of age:*

I am the parent or legal conservator/guardian of the Participant. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability on my and the Participant's behalf, (b) promising not to sue on my and the Participant's behalf, (c) and assuming all risks of the Participant's participation in this Activity, including travel to, from and during the Activity.** I allow Participant to participate in this Activity. I understand that I am responsible for the obligations and acts of Participant as described in this document. I agree to be bound by the terms of this document.

I have read this two-page document, and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

[SIGNATURE LINE]

Signature of Minor's Participant's Parent/Guardian

[SIGNATURE LINE]

Name of Minor's Participant's Parent/Guardian (print) AND Date

[SIGNATURE LINE]

Minor Participant's Name

All revision dates:

7/31/2020

## Attachments

[AMW to Provosts Memo Experiential Learning COVID19.pdf](#)  
[RELEASE OF LIABILITY EO1051 COVID19.docx](#)

## Approval Signatures

Approver	Date
Loren Blanchard: EVC Academic/Student Affairs [NE]	7/31/2020
Alison Wrynn: Assoc VC Acd Prg,Innov&Fac Dev	7/29/2020
Christina Gutierrez: Comm Spclst, Acad & Sdnt Affrs	7/29/2020