



The California State University
CENTER FOR COMMUNITY ENGAGEMENT

A Resource Guide for
**MANAGING
RISK IN SERVICE
LEARNING**

www.calstate.edu



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not included, available online at http://www.calstate.edu/cce/resource_center/servlearn_risk.shtml

INTRODUCTION

Service Learning in the CSU

Faculty, students, and administrators in the California State University (CSU) have been partnering with their local communities since the first CSU campus was founded in 1857. These partnerships not only improve the quality of life across California, they significantly contribute to student learning, advance faculty teaching and research, support CSU programs, and positively contribute to California communities.

Beginning in the 1990s, the CSU began to recognize the value of service learning as a vehicle that would meet the state's changing educational needs while also imparting vital civic skills and knowledge. In 1997, with the establishment of the first-of-its-kind strategic plan on community service learning, this systemwide effort began to take shape. Infrastructure was established at campuses and the systemwide office; each of the CSU's 23 campuses has an office of community service learning/community engagement with a designated leader. Although each campus has created its own unique infrastructure to support service learning, the end results have been consistent—quality service-learning experiences for CSU students.

In 1999, Governor Gray Davis called for a community service requirement for all students of California's public higher education institutions. In response, the California State University Board of Trustees passed a resolution ensuring that the CSU would provide service-learning opportunities for all students.

Since that time, the CSU's reputation as a leader in community service learning has risen to national prominence due to its unique 23-campus and systemwide coordination. Faculty and student enthusiasm and involvement have soared, data collection efforts have begun, many campus and community partnerships have been established, and the breadth and depth of service learning in both general education and major-based courses have multiplied.

The CSU continues to take bold steps to promote service learning as an educational methodology that prepares students for the complexities and rewards of lifelong learning, community engagement and professional success. In March 2008, as the Office of Community Service Learning in the Chancellor's Office celebrated its 10-year anniversary, it also ushered in a new name, the Center for Community Engagement, and adopted a broader vision and mission that serves as the driving force to advance the CSU's commitment to serving the economic, public policy and social needs of our state.

Definition of Service Learning

The following definitions provide important distinctions for this resource guide, which is intended to cover the intricacies of risk management as they relate specifically to service learning. (The guide is not intended to address other types of community service or experiential education.):

Service Learning

A teaching method that promotes student learning through active participation in meaningful and planned service experiences in the community that are substantively related to course content. Through reflective activities, students enhance their understanding of course content, general knowledge, sense of civic responsibility, self-awareness and commitment to the community.

Service-Learning Course

An academic course (in any discipline) that provides students opportunities to participate in organized service activities that meet community needs while linking the community service experiences to the course content. This makes service learning a very different experience than community service.

Community Service

Any work provided by individuals that contributes to the quality of life in the community. Community service work can be provided in several ways and for different purposes. Students may be involved in community service on their own, with a group or club, or through academic course work. When the community service is part of the academic course work, and when the service relates directly to the course content, it is considered service learning.

Risk Management in the CSU

Each of the California State University's 23 campuses are responsible for administering their risk management program in a manner that will attempt to minimize risk to students, employees, and visitors and protect the property of the campus. Each president has designated a risk manager to assist the campus administrators in maintaining the campus risk management policies and practices.

The California State University Risk Management Authority (CSURMA) is an association of the CSU and its auxiliary organizations joined to protect member resources by providing broad coverage and quality risk management services that stabilize risk cost in a reliable, economical and beneficial manner.

Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP), Student Professional Liability Insurance Program (SPLIP)

In 2006/07, CSURMA developed two insurance programs, SAFECLIP and SPLIP, for CSU students involved in off-campus learning programs for both service learning and clinical experience.

SAFECLIP provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity, including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement), if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.

Similarly, SPLIP provides general and professional liability coverage as well as educator's errors & omissions liability coverage for students enrolled in nursing, allied health, social work or education credential programs of the CSU who also perform community service or volunteer work for academic credit.

For a summary of these coverages, see Appendix items D and E.

Risk Management in Service Learning: Why This Resource Guide?

The CSU continues to be a national leader in service learning. Because of the large numbers of students participating, and in response to questions about risk management issues related to the placement of students at learning sites, a systemwide meeting between service-learning directors, faculty and risk managers, held in April 2001, recommended the development of three working groups to discuss and address the risk challenges of the program.

The Research Process

Between 2001 and 2002, the working groups met to research and draft forms, checklists and content for the manual. They worked with general counsel to assure the manual would be consistent with university regulations, and to determine how related policies could be integrated. The culminating result was the distribution of the *Community Service Learning in the California State University – Best Practices for Managing Risk in Service Learning* manual in 2002.

(See www.calstate.edu/cce/resource_center/servlearn_risk.shtml for archival information.)

In 2010, through an internal CSU systemwide audit process, it became apparent that the manual should be reviewed and updated accordingly. In order to address University Audit's recommendations, the systemwide Office of Risk Management & Public Safety, together with the CSU Center for Community Engagement, assembled a committee of campus risk managers and community engagement professionals to review and update the manual. Through a series of meetings, peer review and research, the manual has been updated and renamed to *Community Service Learning in the California State University – A Resource Guide for Managing Risk in Service Learning*.

The end product is a practical resource guide for managing risk in service learning. The following pages contain recommended forms, checklists and descriptions that can be used to help build new service-learning partnerships while improving upon existing partnerships with community-based organizations (also referred to as “learning site” throughout the resource guide). The forms provided in this resource guide outline the standards for managing risk in service learning. Additionally, the appendix calls attention to some reference documents mentioned in this guide as well as those that may be beneficial to campuses. An online collection of frequently asked questions (FAQ) is also available on the CSU Center for Community Engagement's website at www.calstate.edu/cce/resource_center/servlearn_risk.shtml.

The continued focus is on creating and developing positive, safe, out-of-classroom learning experiences for all service-learning students. A flow chart is included to walk the reader through the risk management process in a logical and easy-to-follow manner. Designed to work together, the segments contained in this resource guide can also be used independently in instances where portions of the process are already underway on a campus. As the CSU moves forward in providing quality and impactful service-learning opportunities for all its students, it can serve as a guide to the necessary steps in creating new opportunities. Taking into account numerous perspectives, the resource guide is intended to represent a commonsense and reasonable approach.

This resource guide is primarily to be used by service-learning faculty and service-learning/community engagement staff on CSU campuses. While some information will apply to other types of experiential education and community service, this resource guide is not intended to cover the intricacies that exist in

each of the different types of experiential education. Service-learning placements differ from community service placements because of the academic requirement associated with them. All types of experiential education need to examine risk management issues as they pertain to their programs. While this resource guide **is not** intended to be all-inclusive, it may serve as a valuable resource for other experiential education experiences, such as internships. The online FAQ website contains some additional information and resources. Additionally, if you question the recommendations in this resource guide *as they relate to other types of experiential education or community service*, please have a conversation with your risk manager.





GUIDING PRINCIPLES TO REDUCE RISK IN SERVICE LEARNING

Service learning links community service experiences with course content to create a positive, safe and valuable out-of-classroom learning experience. For a successful program, faculty members, students, college staff and community partners must work together as a team to make the most of the service-learning experience and manage the unique risks that exist.

By diligence and commitment to detail, many of the risks can be reduced or mitigated. There is insurance available to protect the CSU as well as the learning site, if the proper agreement is in place. Students can avoid unsafe situations when everyone is familiar with the placement details and a proper risk assessment has been completed.

Academic and student preparation with a learning plan and orientations will greatly enhance the results and continue to make the service-learning experience meaningful. Flexibility is a must when alternative placements or special student needs are involved.

Strive to equip the students to become responsible partners in their own placement as models of good conduct and representatives of the CSU by providing orientations, learning objectives and procedures for emergencies. These lessons are lifelong character-building experiences that will benefit the student long after they have graduated.

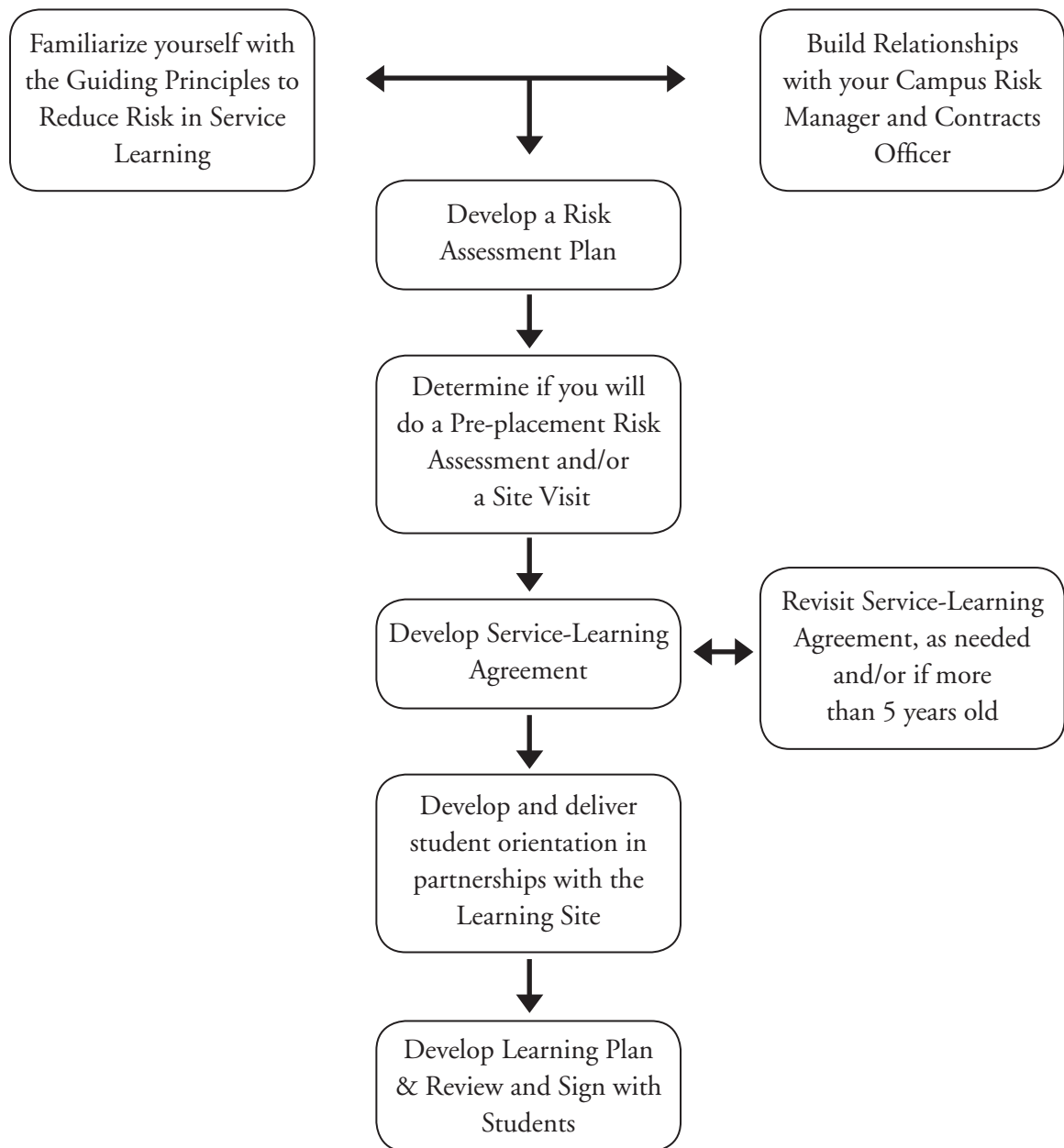




USING THIS GUIDE

The following pages are an overview of the process and tools that can be used by faculty, campus service-learning staff and risk managers.

Risk Management in Service-Learning Flow Chart for New Service-Learning Placements



Process for Implementing the Risk Management Tools

The tools and strategies developed are the result of the CSU's more than 10 years of practical experience in implementing risk management procedures for service learning. The forms in this resource guide are templates and outline the recommended standards for campuses to follow:

- Develop a Risk Assessment Plan
- Pre-placement Risk Assessment (this may or may not include a site visit)
- Service Learning Agreement
- Student Orientation
- Learning Plan

These guidelines have been designed so that there is a consistent approach within the CSU regarding several key risk management components. Campuses have discretion to use the forms, language and strategies they have developed as long as they uphold the spirit of the standards outlined in this guide. For example, the revised two-page *Service Learning Agreement* (SLA) does not require a scope of work because that information is included in the *Learning Plan*; however, campuses that have in the past included the scope of work in the SLA and want to continue to do so, can. *As a rule of thumb, any recommendation and changes should involve consultation among the service-learning office, faculty member, campus risk manager, campus counsel and contracts, services and procurement, as applicable.*

As individual components, the tools and strategies developed to reduce risk in service-learning placements can be implemented separately, but they can also be used together as a whole process when starting new partnerships with community-based organizations. The flow chart on the previous page outlines the process of creating a placement for a service-learning course. Additionally, Appendix A includes a *Quick Reference of Good Practices in Service Learning* that models the philosophies of service learning and attempts to take into account the best interests of the student, faculty member and university.

Build Relationships:

As with any partnership, the first step is to take time to build relationships; this includes your university risk manager as well as your contracts officer. Faculty interested in creating a new service-learning course or working with a new community partner are strongly encouraged to work with their campus service-learning office, which can provide a significant amount of assistance. Campus risk managers can help assess the risk involved with any service-learning placement and advise how to conduct any partnership with the least amount of risk exposure. *The job of risk managers is not to prohibit educational experiences that may seem "too risky," but rather to find ways to reduce the amount of risk and liability exposure, so that the service-learning opportunity is a safe, healthful and fulfilling educational experience for all parties involved.*

Develop a Risk Assessment Plan

If an agreement or partnership already exists, then a conversation should occur with a contracts officer to determine how to proceed with the specifics of the service-learning placement, or if a new and different *Service-Learning Agreement* should be entered into for this particular service-learning course. If there is a current open-ended agreement that is more than five years old, it should be reviewed and updated accordingly.

If no agreement or partnership is in place, then it is recommended that before, or at a minimum, simultaneously to, drafting the *Service Learning Agreement* a pre-placement risk assessment be completed. Though site visits are highly recommended on new placements, a thorough pre-placement risk assessment may allow for a site visit to take place after the initial placement, but before the *Service Learning Agreement* expires, and on occasion a site visit may be waived. (See *Developing a Risk Assessment Plan*, page 17.)



Communicating with the learning site representative is critical. The *Request to Initiate Campus-Community Partnership* form (page 18), the *On-Site Assessment* tool (page 25) and the *Service Learning Project Planning Checklist* (page 26) are three templates that have been developed to assist campuses with this process. The forms present the questions that a faculty member, service-learning director or community partnerships coordinator should consider when talking for the first time or as a follow-up with a community-based organization. Be sure to ask open-ended questions when appropriate, allowing for the learning site representative to expound on their answers and explanations. Online research of the learning site is also a quick and efficient way to accentuate a pre-placement risk assessment.

If a campus chooses to use a pre-placement risk assessment tool, in lieu of completing a site visit to every service-learning placement, then a completed self-assessment form (see example of a template, *Learning Site Self-Assessment* form, page 23) must be kept until the expiration of the *Service Learning Agreement* plus one year.

The *Learning Site Assessment Rubric* (page 24) is a tool for evaluating the need for a site visit. The *Rubric* is for use by campus personnel, be it service-learning staff, faculty, risk management or a combination of the three working collaboratively.

Develop Service Learning Agreement (SLA)

After this initial discussion and pre-placement risk assessment (if applicable), the faculty member or service-learning staff should have all the information necessary to draft the SLA, pages 37-41. The SLA template contains the terms and conditions commonly found in this type of agreement. Campuses can use either the new SLA template provided in this manual, or the existing and approved *Service Learning Agreement* template developed by their campus. After the contracts officer has approved a “basic” *Service-Learning Agreement*, he or she can designate the risk manager or service-learning director as authorized signatory, as long as no amendments are necessary and it is in compliance with any existing campus delegation of authority protocols. *Note, that if authority to execute the SLA is provided to the risk manager or service-learning director, they must have received and accepted such authority in writing.*



Additionally, some learning sites may have an agreement that they are required to use by their legal counsel. If this is the case, consultation with the campus risk manager and/or contracts and procurement officer will be needed to develop an agreement that meets both parties' needs.

It is recommended that each campus develop a process when there is disagreement among service-learning staff, faculty and/or risk manager as to whether a placement should be approved.

After developing the *Service-Learning Agreement*, the learning site should be given time to review and recommend any amendments. If no amendments are necessary, the designated signatory can sign the agreement and move to the next step in the process. If the learning site requests an amendment, then the contracts officer, the risk manager and the service-learning director should

review the amendment as appropriate to determine if the suggested changes are acceptable. When the risk manager, the contracts officer, the service-learning director and the learning site deem the agreement acceptable, the procurement officer or risk manager should sign or initial (per campus procedure) the amended agreement along with the service-learning director. This added signature ensures that the risk manager and procurement officer are aware of all additional risks that may be assumed in this placement.

Develop and Deliver Student Orientation(s)

After the university and the learning site have agreed on and signed the *Service-Learning Agreement*, the faculty member should communicate with the learning site. At this meeting, service-learning placement specifics can be negotiated, and logistical information and orientation requirements discussed. The *Orientation Checklist* (page 42) and the *Service-Learning Project Planning Checklist* (pages 31-35) are examples of two resources that can assist faculty with the topic areas that should be covered prior to service. Also, the *Community-Based Organization Sign-In Sheet* (page 30) should be discussed with the learning site at this meeting. If the organization already uses a similar tool, the university and learning site should discuss a system for tracking students' service-learning hours. This may entail receiving copies of the sign-in sheets that have been signed by a site supervisor. If the learning site does not use a similar form, a good practice is to give the *Community-Based Organization Sign-In Sheet*, as it appears in this manual, to the site supervisor.

Using the *Orientation Checklist* and the information gained from the meetings with the learning site, the faculty member should develop a student orientation.

Faculty members and community-based organization supervisors should work to ensure that students are aware of their learning opportunities, the nature of their service-learning placements, their specific service opportunities and goals, and the risks that are associated with the type of placement they will be involved in. The checklist contains all the necessary information for students, but how the orientation is delivered is an individual faculty member and campus-based decision. For example, the service-learning director can be involved in orientation, and the faculty member may ask the learning site to participate in the orientation process. Also, the learning site can hold a separate orientation that is specific to the placement site, which addresses the rules and regulations that students will be asked to abide by.

Develop and Discuss Learning Plan with Students

In conjunction with developing the student orientation, faculty should also create, discuss and review the *Learning Plan* (pages 46-47), providing an opportunity for both the faculty member and students to verbalize their service and learning objectives with the placement. As a risk management tool, the *Learning Plan* makes the student aware of the Participation Guidelines (page two of the *Plan*) for service learning, and that the risks associated with the service-learning placement have been discussed and understood. Both the student and faculty member are responsible for signing the *Learning Plan*. The student's signature on page two of the *Learning Plan*, and his or her initials on page one, demonstrates that the university has communicated to the student what is involved in the service-learning placement and that the student understands his/her responsibilities.

A copy of the completed and executed *Learning Plan* can be shared with the learning site

contact/ supervisor. Faculty members should keep a copy of the *Learning Plan* so that students' learning and service objectives can be referenced during reflection exercises. These plans should be kept on file by the faculty member/department, with other course materials, for three years.

Tools for Tracking Service-Learning Hours

At the same time that *Learning Plans* are distributed to students and an orientation occurs, the faculty member should provide students with information on how to track their hours of service. For example, the service-learning office may have a database that allows students to create a personal login for their placement and track their hours electronically, or the student can track their time manually. The *Student Tracking Sheet* (see page 50 for information on downloading) is an example of a document that helps students track their hours of service and gives the faculty member a way to check the progress of the students' service.

The *Service-Learning Placement Record* (see page 50 for information on downloading) has been developed as a resource to assist faculty and the university with the information they need to have on file in any case where the university may need to determine which students were placed with which community-based organization during any given time period. Campuses may decide to keep this type of information in a database that can be easily searched by student name or community-based organization. (The specific form is not as important as the information it contains.)

Importance of Evaluation

Many campuses ask their faculty, students and community partners to evaluate their service-learning experience. These evaluations serve many purposes and are valuable for the service-learning office to assist in determining the ongoing nature of service-learning partnerships with particular community-based organizations.



TOOLS

Developing a Risk Assessment Plan

Assessing learning sites is an important step paramount in identifying risk concerns that may be associated with off-campus service-learning opportunities; therefore, a risk assessment is one of the most critical steps an institution can take in protecting itself, its students, faculty and learning sites. But the fact is that site visits can be the most logistically challenging and the most time-consuming component of the risk management process. Therefore, this section of the original manual has been updated to incorporate more than a decade of experience by our 23 campuses in developing a risk assessment plan for managing risk in service learning.

Templates and Models for Assessing Risk

- *Is every organization requesting a partnership a viable learning site?*
- *When is it necessary to perform a site visit?*
- *Does every new potential learning site need to be visited before students can be placed?*
- *What questions need to be asked before and during a site visit?*
- *What resources are available to faculty in doing their own site visits?*
- *How does information gained from your site assessment inform your orientation and training?*

These are only some of the questions that might arise when considering new learning sites. As a result, example forms and instruments have been developed. If you create your own forms, please refer to the language used in these forms. If you have any questions, please contact the Office of the Chancellor's Center for Community Engagement or the Office of Risk Management and Public Safety. We strongly suggest that you use or model the forms provided in this section.

Request to Initiate Campus-Community Partnership Form

The *Request to Initiate Campus-Community Partnership* form is an example of the type of information that can be gathered from the learning site that is interested in partnering with the university. This form serves as an initial repository of information about the potential learning site. The site's responses will help the service-learning office, or if applicable, the faculty member, determine if an organization is appropriate for service-learning students or if it is more appropriate for an intern or volunteer. The information will also help match courses with the organization and can provide information regarding when students are needed, student requirements and liability coverage.

Some suggestions on how to incorporate a *Request to Initiate Campus-Community Partnership* questionnaire are to post your questions/form on your website (and direct potentially new community partners to it); create a "survey monkey"; ask the questions over the phone; or fax or e-mail the questionnaire to the site.

Request to Initiate Campus-Community Partnership

Many organizations find that working with college students allows them to expand the capacity of their organization or agency while allowing them to provide students with an opportunity to have positive learning experiences. Through service learning, students are able to examine the role of community organizations and contribute to them while also enhancing their understanding of course content.

Organization Name: _____

Type of Organization: _____

- ☐ Adult Education ☐ Alternative Education ☐ College/University
☐ Elementary School ☐ Faith Based ☐ For Profit ☐ Government
☐ High School ☐ Middle School ☐ Non-Profit ☐ Technical/Vocational
☐ Other: _____

Partnership Contact: _____

Title: _____

Address: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Phone: _____ FAX: _____

E-mail: _____

Website: _____

I. What is the Mission of the Organization?

II. Community Issues Addressed by the Organization (check all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Advocacy | <input type="checkbox"/> Food Security | <input type="checkbox"/> Media – Public Radio or Television |
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Global Issues | <input type="checkbox"/> Poverty |
| <input type="checkbox"/> Animal Welfare | <input type="checkbox"/> Health – Aging & Hospice Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Arts & Culture | <input type="checkbox"/> Health – Chronic Disease | <input type="checkbox"/> Social Services – Adults |
| <input type="checkbox"/> Community/Economic Development | <input type="checkbox"/> Health – Community Wellness | <input type="checkbox"/> Social Services – Children & Youth |
| <input type="checkbox"/> Community Gardening | <input type="checkbox"/> Health – Mental Wellness | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Conflict Resolution/ Peace & Justice | <input type="checkbox"/> Health - Nutrition | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Health – Physical Fitness | <input type="checkbox"/> Urban Planning & Development |
| <input type="checkbox"/> Education - Early Childhood | <input type="checkbox"/> Health – Policies & Practices | <input type="checkbox"/> Voter Information & Registration |
| <input type="checkbox"/> Education – K-6 | <input type="checkbox"/> Health – Public Health | <input type="checkbox"/> Women's Rights |
| <input type="checkbox"/> Education – Middle School | <input type="checkbox"/> Health – Substance Abuse | <input type="checkbox"/> Youth – At-Risk Youth Programming |
| <input type="checkbox"/> Education – High School | <input type="checkbox"/> Housing | <input type="checkbox"/> Youth – Career Exploration |
| <input type="checkbox"/> Education – Literacy | <input type="checkbox"/> Homelessness | <input type="checkbox"/> Youth – Foster Care |
| <input type="checkbox"/> Education – Mathematics | <input type="checkbox"/> Immigration & Naturalization | <input type="checkbox"/> Youth – Recreational Programs |
| <input type="checkbox"/> Education – Physical Education | <input type="checkbox"/> Labor/Employment Development | <input type="checkbox"/> Youth – School-Based Programs |
| <input type="checkbox"/> Environmental Sustainability | <input type="checkbox"/> Legal Assistance/Social Justice | <input type="checkbox"/> Other |

Request to Initiate Campus-Community Partnership (Continued)

III. What is the minimum number of hours you would require of a student in service per term?

☐ 1 – 10 ☐ 11 – 20 ☐ 21 – 30 ☐ 31 – 40 ☐ 41 – 50 ☐ 51 – 60 ☐ 61 – 70 ☐ 71 – 80 ☐ More than 80 hours

IV. Days and hours you will accept students for service (check all that apply):

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00 a.m. – 8:00 a.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8:00 a.m. – 10:00 a.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10:00 a.m. – 12:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12:00 p.m. – 2:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2:00 p.m. – 4:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4:00 p.m. – 6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6:00 p.m. – 8:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8:00 p.m. – 10:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. Service Sites:

(1) Name of Site Location: _____ Site Supervisor: _____

Address: _____
Street Address City State Zip Code

Phone: _____ FAX: _____ E-mail: _____

(2) Name of Site Location: _____ Site Supervisor: _____

Address: _____
Street Address City State Zip Code

Phone: _____ FAX: _____ E-mail: _____

(3) Name of Site Location: _____ Site Supervisor: _____

Address: _____
Street Address City State Zip Code

Phone: _____ FAX: _____ E-mail: _____

VI. Briefly describe any ongoing needs or special projects with which students can assist agency staff:

Request to Initiate Campus-Community Partnership (Continued)

VII. Are there specific departments with which you would like to be partnered (check all that apply)?

- | | | |
|--|---|--|
| <input type="checkbox"/> Accounting & Information Systems | <input type="checkbox"/> Education – Special Education | <input type="checkbox"/> Liberal Studies Program |
| <input type="checkbox"/> Anthropology | <input type="checkbox"/> Engineering – Civil & Applied Mechanics | <input type="checkbox"/> Management |
| <input type="checkbox"/> Art | <input type="checkbox"/> Engineering – Electrical & Computer | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Asian American Studies | <input type="checkbox"/> Engineering – Manufacturing Systems | <input type="checkbox"/> Mathematics |
| <input type="checkbox"/> Biology | <input type="checkbox"/> Engineering – Mechanical | <input type="checkbox"/> Mathematics – Developmental |
| <input type="checkbox"/> Business Law | <input type="checkbox"/> Engineering – Systems & Operations Mgmt. | <input type="checkbox"/> Modern & Classical Languages & Literature |
| <input type="checkbox"/> Central American Studies | <input type="checkbox"/> English | <input type="checkbox"/> Music |
| <input type="checkbox"/> Chemistry & Biochemistry | <input type="checkbox"/> Environmental & Occupational Health | <input type="checkbox"/> Pan African Studies |
| <input type="checkbox"/> Chicana/o Studies | <input type="checkbox"/> Family & Consumer Sciences | <input type="checkbox"/> Philosophy |
| <input type="checkbox"/> Child & Adolescent Development | <input type="checkbox"/> Finance, Real Estate & Insurance | <input type="checkbox"/> Physical Therapy |
| <input type="checkbox"/> Cinema & Television Arts | <input type="checkbox"/> Gender & Women's Studies | <input type="checkbox"/> Physics & Astronomy |
| <input type="checkbox"/> Communication Disorders & Sciences | <input type="checkbox"/> Geography | <input type="checkbox"/> Political Science |
| <input type="checkbox"/> Communication Studies | <input type="checkbox"/> Geological Sciences | <input type="checkbox"/> Psychology |
| <input type="checkbox"/> Computer Science | <input type="checkbox"/> Health Sciences | <input type="checkbox"/> Recreation & Tourism Mgmt. |
| <input type="checkbox"/> Economics | <input type="checkbox"/> History | <input type="checkbox"/> Religious Studies |
| <input type="checkbox"/> Education – Deaf Studies | <input type="checkbox"/> Journalism | <input type="checkbox"/> Social Work |
| <input type="checkbox"/> Education – Elementary | <input type="checkbox"/> Kinesiology | <input type="checkbox"/> Sociology |
| <input type="checkbox"/> Education – Leadership & Policy | | <input type="checkbox"/> Theatre |
| <input type="checkbox"/> Education – Psychology & Counseling | | <input type="checkbox"/> Urban Studies & Planning |
| <input type="checkbox"/> Education – Secondary | | |

VIII. Risk Management & Partnership Training:

(1) Would the Organization be able and willing to complete a self-assessment of risks inherent to the students' service environment associated with the organization and service sites (facility hazards, location concerns, client or personnel issues, etc.)?

- ☐ Yes ☐ No

(2) In the event that additional, unforeseen risks become apparent, the Organization must agree to timely communicate all risk-related concerns to the University. Please indicate the Organization's acknowledgement of this requirement:

- ☐ Accept ☐ Decline

Signature of Organization Representative
Submitting this Application

Date of Application to
Initiate Campus-Community Partnership

Learning Site Self-Assessment Form (for learning site use) and Learning Site Assessment Rubric (for CSU use only)

Whether or not the *Request to Initiate Campus-Community Partnership* form is used, a pre-placement risk assessment should be conducted (see example form, *Learning Site Self-Assessment*). The purpose of the *Learning Site Self-Assessment* is to ask questions that could reveal inherent risks at the site that might cause student health and safety concerns. *Note: Faculty who initiate a partnership with a learning site should share information about the learning site with their service-learning office, which can assist with a pre-placement risk assessment.*

As a companion to the *Learning Site Self-Assessment* form, the *Learning Site Assessment Rubric* is an assessment tool that can be used by service-learning staff and/or the campus risk manager to determine the level of concern with a potential learning site. If there are *any* pressing concerns, a site visit before students serve is strongly suggested, otherwise follow the suggested timeframe provided in the *Rubric* for conducting a site visit.


Does it remain a good practice to visit every site? Yes, but realistically, does every site have to be visited before an agreement is issued and a student placed? Our collective experience says *not necessarily* if the precautions have been taken to assess risks through a pre-placement risk assessment.

Levels of Concern are defined as:

Acute concern (high-risk): A site responding that students would be working with hazardous materials, but students are not required to wear protective clothing.

Acute concern sites must be visited *before* a Service Learning Agreement is issued and a student placed. Students *must not* serve at a high-risk site until there is a site visit to discuss the areas of concern, a robust evaluation, and the necessary documentation for your campus is completed.





Somewhat concerned (moderate risk): Serving in a hospital in which unsupervised students might interact with special needs and/or an “at risk” populations—more information is needed to determine the level of risk.

Moderate concerned sites may be telephoned to discuss the areas of concern; a follow-up site visit takes places within six months. However, if the learning site representative’s responses to the inquiry eliminate or reduce the risk concerns, students may serve at this site once the documentation that is required for your campus is completed. If the concerns continue after the telephone conversation, a site visit must be scheduled before a *Service Learning Agreement* is issued and students placed; students should *not* be permitted to serve at the site until after a site visit is completed.

Minimal concern (low-risk): An elementary school with an established relationship with the university. Minimal concern sites are not required to have a site visit, and students may serve at the site once the *Service Learning Agreement* and other necessary documentation determined by your campus are completed.

Learning Site Self-Assessment Form

Organization Name: _____ Website: _____

Partnership Contact: _____ Title: _____

Contact E-mail: _____ Contact Phone: _____

Address: _____
Street Address City State Zip Code

Directions: This form should be completed by a knowledgeable representative of the Learning Site who is intricately familiar with the organization's safety policies and procedures and the potential learning activities that CSU students will be engaged in as part of their service-learning experience.

SUPERVISION: Will the students be supervised less than 50% of the time or will the supervisor be responsible for overseeing more than 8 people? ☐ Yes ☐ No

POPULATION SERVED: Will the students be working with "behaviorally challenged" populations? ☐ Yes ☐ No

Will the students be working unsupervised with minors? ☐ Yes ☐ No

POPULATION SERVED: Will the students be working with individuals who have a known criminal background or history of violent behavior? ☐ Yes ☐ No

LEARNING SITE LOCATION: Would the location be described as a high-crime area, or are there concerns about the parking and work areas being secure or adequately illuminated? ☐ Yes ☐ No

CRIMINAL ACTIVITY: Have there been any incidents of criminal activity at the organization within the last year? ☐ Yes ☐ No

KNOWN HAZARDS: Are there concerns with the site's physical location, such as physical, environmental, or inherent hazards that are not addressed adequately by training and security measures? ☐ Yes ☐ No

KNOWN HAZARDS: Does the placement require working with any hazardous materials, heavy equipment or heavy machinery? ☐ Yes ☐ No

EMERGENCY PLAN: Are there any concerns as to the Learning Site's Emergency Plan or regarding nonworking fire-rated doors or blockages to the exits and hallways? ☐ Yes ☐ No

Is there anything else not covered that might impact the safety and well-being of the students? ☐ Yes ☐ No

Additional Comments

Learning Site Assessment Rubric (for CSU use only)

Organization Name: _____ Website: _____

Partnership Contact: _____ Title: _____

Contact E-mail: _____ Contact Phone: _____

Address: _____
Street Address
City
State
Zip Code

SUPERVISION: Will the students be supervised less than 50% of the time or will the supervisor be responsible for overseeing more than 8 people?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required within 6 months
POPULATION SERVED: Will the students be working with “behaviorally challenged” populations? Will students be working unsupervised with minors?	<input type="checkbox"/> No ↓ <input type="checkbox"/> No ↓	<input type="checkbox"/> Yes → <input type="checkbox"/> Yes	Site visit required prior to student placement
POPULATION SERVED: Will the students be working with individuals who have a known criminal background or history of violent behavior?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required prior to student placement
LEARNING SITE LOCATION: Would the location be described as a high-crime area, or are there concerns about the parking and work areas being secure or adequately illuminated?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required prior to student placement
CRIMINAL ACTIVITY: Have there been any incidents of criminal activity at the organization within the last year?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required prior to student placement
KNOWN HAZARDS: Are there concerns with the site’s physical location, such as physical, environmental, or inherent hazards that are not addressed adequately by training and security measures?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required within 6 months
KNOWN HAZARDS: Does the placement require working with any hazardous materials, heavy equipment or heavy machinery?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required within 6 months
EMERGENCY PLAN: Are there any concerns as to the Learning Site’s Emergency Plan or regarding nonworking fire-rated doors or blockages to the exits and hallways?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required within 6 months
Is there anything else not covered that might impact the safety and well-being of the students?	<input type="checkbox"/> No ↓	<input type="checkbox"/> Yes →	Site visit required prior to student placement
No to All = No Site Visit			

Campus Review Signature: _____

Assessment Date: _____

In-Person Site Visits

If an in-person visit is conducted, who has the authority to go? Will the community partnerships coordinator make the visits? Who else in the service-learning or risk management office will have training to perform the visits? (If your office has limited resources, you may wish to expand the number of people trained and authorized to conduct site visits.)


The preferable partnerships are those in which the learning site staff and faculty have an open communication and where the learning site substantially contributes as a co-educator. Will faculty be trained and authorized to conduct site visits? Does your campus have faculty fellows who might be trained to handle this responsibility? Most people performing site visits are not risk managers nor are they experienced in assessing risk. Therefore, the *On-Site Assessment* form (pages 27-30) and the *Service-Learning Project Planning Checklist* (pages 31-35) are two examples of forms that have been developed to assist campuses with information that should be covered as part of a training program or as a resource template for faculty to use when meeting with a learning site representative and conducting their own site visit.

As a rule of thumb, when conducting a site visit, if you identify or are unsure as to whether there is an inherent risk, you should consult your campus risk manager. Your campus risk manager is a great resource and can assist you with the pre-assessment of risk. His or her job is to find ways to reduce the amount of risk and liability exposure, not to prohibit educational experiences that may seem “too risky.”

On-Site Assessment Form

The site visit is an informative meeting for the potential learning site and the person doing the site visit. If possible, the meeting should include the executive director, volunteer coordinator and any staff who may supervise students; meeting everyone allows all concerned to understand the expectations and parameters of the placement. In addition, the meeting should include an overview of service learning, expectations for students and the learning site, and the procedures to follow in case a student is injured. Any helpful forms or information should be brought and shared with the staff at the learning site. For example, if students are bringing forms for the supervisor to sign, go over that form at the meeting. Be sure to include applicable and helpful information at the meeting. The *Learning Plan* and *Service Learning Agreement* should be reviewed as well. Ask for a tour of the site and discuss any risk concerns.

The *On-Site Assessment* form has been developed as a sample tool of the types of questions that you may need to address as part of your site visit. Whether you create your own form or use the *On-Site Assessment* form, any notes taken at the site visit should be turned into the service-learning office; the meeting should be recorded, noting date, time, who attended and topics covered. If the meeting goes well, and the original concerns are satisfactorily addressed, then a *Service Learning Agreement* can



be issued and the student placed. Once the *Service Learning Agreement* is returned, the service-learning office should record the date the contract is effective and its ending date (an Excel sheet works well). This helps keep the agreements current.

Service Learning Project Planning Checklist

Faculty who conduct their own site visits may use this form designed especially for them. It is very course specific and helps faculty review requirements for both the learning site and for students. Reviewing how the learning site envisions student learning can stem future issues; faculty also have a better understanding of student risks, logistics and supervision.

On-Site Assessment Form

Contact Information

Organization Name:

Contact Person Name/Title:

Address:

City:

State/Zip:

Phone:

Fax:

E-mail:

Website:

Organization Type

- | | | | |
|--|--|---|--|
| <input type="checkbox"/> Adult Education | <input type="checkbox"/> Alternative Education | <input type="checkbox"/> College/University | <input type="checkbox"/> Elementary School |
| <input type="checkbox"/> Faith Based | <input type="checkbox"/> For Profit | <input type="checkbox"/> Government | <input type="checkbox"/> High School |
| <input type="checkbox"/> Middle School | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Technical/Vocational | <input type="checkbox"/> Youth Based |
| <input type="checkbox"/> Other: _____ | | | |

Issue(s) Addressed (check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> Advocacy | <input type="checkbox"/> Food Security | <input type="checkbox"/> Law/Legal Services |
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Global Issues | <input type="checkbox"/> Media |
| <input type="checkbox"/> Animal Welfare | <input type="checkbox"/> Health – Aging & Hospice Care | <input type="checkbox"/> Poverty |
| <input type="checkbox"/> Arts & Culture | <input type="checkbox"/> Health – Chronic Disease | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Community/Econ Dev. | <input type="checkbox"/> Health – Community Wellness | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Community Gardening | <input type="checkbox"/> Health – Mental Wellness | <input type="checkbox"/> Social Services |
| <input type="checkbox"/> Conflict Resolution/Peace & Justice | <input type="checkbox"/> Health – Nutrition | <input type="checkbox"/> Technology |
| <input type="checkbox"/> Education – (early childhood) | <input type="checkbox"/> Health – Physical Fitness | <input type="checkbox"/> Violence Prevention |
| <input type="checkbox"/> Education – (K-6) | <input type="checkbox"/> Health – Policy & Practices | <input type="checkbox"/> Voter Registration |
| <input type="checkbox"/> Education – (middle school) | <input type="checkbox"/> Health – Public Health | <input type="checkbox"/> Women's Rights Issues |
| <input type="checkbox"/> Education – (high school) | <input type="checkbox"/> Health – Substance Abuse | <input type="checkbox"/> Youth Development/Programming |
| <input type="checkbox"/> Education/Youth – (After/Before Sch.) | <input type="checkbox"/> HIV/AIDS | <input type="checkbox"/> Youth – Foster Care |
| <input type="checkbox"/> Education – (Literacy) | <input type="checkbox"/> Homelessness | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Education – (Mathematics) | <input type="checkbox"/> Housing | |
| <input type="checkbox"/> Education – (Physical Education) | <input type="checkbox"/> Immigration/Naturalization | |
| <input type="checkbox"/> Environmental Sustainability | <input type="checkbox"/> Labor/Employment Development | |

On-Site Assessment Form

(Continued)

Logistics

How will students check in at the site?

How will students track hours at the site?

Do students meet with the site supervisor prior to starting?

Are students provided with a work space?

Will students be asked to bring anything with them?

Will students be asked to buy anything? If so, will they be reimbursed?

Will students be working under supervision?

Will students be working at alternate sites?

What is required of students prior to starting? Fingerprinting? Background checks? Who pays for this?

Who should the site contact in case of emergency?

Who should the university contact in case of emergency?

Will students be asked to drive for this placement? (Please see footnote 1.)

On-Site Assessment Form

(Continued)

Risk Identification and Tour of Site

Does the site provide a safety orientation?

Is there adequate parking for students?

Will students be working in a high crime area?

Will students be interacting with individuals who have a criminal background or a history of physical violence?

Will the learning site request emergency contact information for students?

Will the student be required to work alone at night (between 6 p.m. and 8 p.m.)?

Is the learning site home based? (Please see footnote 2.)

Are exits clearly marked?

Is there an emergency evacuation plan?

Is there any damage to the site that may create a hazard for students?

Will students be asked to drive for this placement? (Please see footnote 1.)

Does the learning site carry liability insurance? Any other insurance?

Document and discuss any risks involved with this learning site.

On-Site Assessment Form (Continued)

Privacy and Evaluations

Are students allowed to take pictures or videos?

Will students be asked to sign a confidentiality waiver?

Will there be evaluations required? By whom?

Service-Learning Agreement/Learning Plan/Orientation

Discussed and reviewed service-learning agreement.

Discussed and reviewed learning plan.

Discussed what should be included in an onsite orientation for students.

Learning Site Representative Signature: _____ Date: _____

Title: _____

University Representative Signature: _____ Date: _____

Title: _____

Footnotes:

1. Discuss any driving requirements with the university risk manager.
2. Home-based learning sites should have a separate attachment specifying where meetings with students should take place (i.e., a public location or on campus).
3. Learning sites should have orientations for all student volunteers going over items discussed in the site checklist.

Service-Learning Project Planning Checklist

This form is to be completed by the University Representative (faculty or staff) designing the service-learning experience. Faculty designing a service-learning project for their course must ensure that the community organization is an authorized Learning Site that has an approved Service Learning Agreement on file with the University.

Organization Name: _____ Website: _____

Partnership Contact: _____ Title: _____

Contact E-mail: _____ Contact Phone: _____

Learning Site Address (1): _____
Street Address City State Zip Code

Learning Site Address (2): _____
Street Address City State Zip Code

I. Discuss the student learning objectives for the project:

- a. How will this project complement the student learning outcomes of the course?
- b. What will students learn that they can apply to their academic discipline?

II. Discuss the service objectives for the course:

- a. What will the students do at the learning site(s) to fulfill the student learning outcomes of the course?

III. Determine what needs to be done to prepare students for their service-learning experience:

- a. Will students need to complete Live Scans (i.e., background checks) prior to placement?

☐ NO ☐ YES

- b. Will students need to complete TB tests prior to placement?

☐ NO ☐ YES

- c. Will students need any specific certification(s) or training(s) prior to placement?

☐ NO ☐ YES

- i. If yes, please identify the specific certification(s)/training(s) required:

IV. Discuss the logistics of the service-learning project:

- a. How many students can/will be placed at the learning site(s)? ☐ 1-10 ☐ 11-20 ☐ 21-30 ☐ 31 +

- b. How many hours per week can/will students be at the learning site(s)?

☐ 1-2 ☐ 3-4 ☐ 5-6 ☐ 7 +

V. Who will supervise the students while at the learning site(s)?

a. Learning Site Supervisor (1):

Title:

E-mail:

Phone:

b. Learning Site Supervisor (2):

Title:

E-mail:

Phone:

c. Will the students meet with their site supervisor(s) prior to their first day of service?

☐ NO☐ YES

VI. Will students be provided with all of the necessary materials/tools for this project?

☐ NO☐ YES

a. If no, please identify the specific materials/tools required:

VII. Will students be reimbursed for anything related to the service-learning project?

☐ NO☐ YES

a. If yes, please identify the specific items students may be reimbursed for (i.e., mileage, purchases, background checks, trainings):

VIII. Will students ever operate machinery or heavy equipment beyond the scope of office equipment?

☐ NO☐ YES

a. If yes, please identify the specific machinery and equipment that our students may be asked to operate:

IX. Will students ever use any personal protective equipment (PPE)?

☐ NO☐ YES

a. If yes, identify each of the required PPE and their purpose(s):

X. Will students ever drive their personal vehicles as a representative of the agency?

☐ NO☐ YES

a. If yes, students must complete a *Student Authorization to Operate Privately Owned Vehicle* form.

XI. Will students ever operate a company car or a car owned by a representative of the organization?

☐ NO☐ YES

a. If yes, will the Organization provide the University with proof of automobile insurance coverage for our students? ☐ NO ☐ YES

Service-Learning Project Planning Checklist (Continued)

XII. Will students be required to become official volunteers of the Organization?

☐ NO ☐ YES

- a. If yes, please identify all waivers and forms required:
- b. If yes, will these forms be provided to students in an electronic format prior to placement?
☐ NO ☐ YES

XIII. Will students be required to complete any official forms to participate in the project with the Organization?

☐ NO ☐ YES

- a. If yes, please identify all forms required:
- b. If yes, will these forms be provided to students in an electronic format prior to placement?
☐ NO ☐ YES

XIV. Will students ever work unsupervised with clients?

☐ NO ☐ YES

- a. If yes, please describe these situations:
- b. If yes, this project must be brought to the attention of Risk Management.

XV. Will students ever work in a home-based environment?

☐ NO ☐ YES

- a. If yes, please describe these situations:
- b. If yes, this project must be brought to the attention of Risk Management.

XVI. Does the learning site(s) comply with California Accessibility Codes?

☐ NO ☐ YES

- a. If no, will accommodations be made for students at the learning site(s)?
☐ NO ☐ YES
- b. If no, will these students be offered an alternative method for engagement with the learning site(s)?
☐ NO ☐ YES

XVII. Discuss how students will be oriented to the service-learning project and the learning site(s):

- a. Will a representative come to the class to introduce the organization and the project?
☐ NO ☐ YES
- b. Will the organization provide on-site orientations for students?
☐ NO ☐ YES

Service-Learning Project Planning Checklist (Continued)

i. If yes, will the orientations include the following?

a. Hours available for students to be at the learning site(s):

☐ NO ☐ YES

b. Informing students where to park:

☐ NO ☐ YES

c. Informing students of the closest public transportation options:

☐ NO ☐ YES

d. Procedures for checking in at the learning site(s):

☐ NO ☐ YES

e. Procedures for students and supervisors to track students' hours:

☐ NO ☐ YES

f. Organizational dress code:

☐ NO ☐ YES

g. Tours of the learning site(s):

☐ NO ☐ YES

h. Introduction to the students' work areas:

☐ NO ☐ YES

i. Introduction to other employees/volunteers:

☐ NO ☐ YES

j. Confidentiality training:

☐ NO ☐ YES

k. Safety and emergency training, inclusive of the following:

☐ NO ☐ YES

i. Emergency evacuation plan:

☐ NO ☐ YES

ii. Safety drills and local emergency plans
(i.e., lock-downs, earthquake, etc.):

☐ NO ☐ YES

iii. Risks associated with the population(s) served by the organization:

☐ NO ☐ YES

iv. Risks associated with the community in which the learning site(s)
are located:

☐ NO ☐ YES

v. First-aid/CPR training:

☐ NO ☐ YES

Service-Learning Project Planning Checklist (Continued)

vi. Sexual harassment training: ☐ NO ☐ YES

vii. Hazardous materials training: ☐ NO ☐ YES

viii. Defensive driving training: ☐ NO ☐ YES

Virtual Sites and Site Visits

Virtual learning experiences mean tasks are completed, in whole or in part, via the Internet and a home or work computer. Some examples of virtual learning experiences include: research, mentoring, online tutoring, translating, advocating for a cause, creating multimedia for the learning site, proofreading, etc. As social media takes off, virtual sites are becoming more popular, especially for people such as military personnel or students enrolled in online courses who can't meet at the learning site.

Things to Consider for Virtual Sites and Distance Learning

- Ask the virtual site or distance-learning site to fill out your *Learning Site Self-Assessment* form. Complete your rubric for assessing the risk; if necessary, place a phone call to the organization to discuss concerns, and if warranted, schedule a site visit. Some questions to consider include:
 - Does the site have a program or plan in place? (Is the learning site well-organized and have a clear understanding of the scope of the student's work?)
 - Will there be at least one face-to-face meeting and orientation? Will the learning site provide training?
 - Is there a plan for coordinating sufficiently?
 - Will a supervisor be checking in with the student on a regular basis?
 - Is there a method in place for evaluating the student's work?
 - Is the site a home? If yes, is the supervisor willing to meet the student in a public place such as Starbucks or on campus? (NOTE: There may be a high-risk potential for students going to a private home.)



Creating a Service-Learning Placement Agreement

The *Service-Learning Placement Agreement* (SLA) on page 39 contains the terms and conditions commonly found in this type of agreement. Once the final content and format of your campus's form is approved by your risk manager and/or contracts and procurement officer, any proposed changes to the SLA must be reviewed by those individuals. Some learning sites may have an agreement that they are required to use by their legal counsel. If this is the case, you will need to consult with your risk manager and/or contracts and procurement officer to develop an agreement that meets both parties' needs.

One common area for concern for both parties is how to respond if a student is injured or becomes ill at the learning site. The SLA provides that neither the university nor the learning site is responsible for providing workers' compensation insurance to students. The *Learning Plan* on pages 46 informs students that they are personally responsible for paying any costs related to the treatment of any injury or illness they may suffer while at the learning site. For this reason, students are encouraged to have health insurance. If the learning site requires that the university provide students with workers' compensation insurance, you must review this request with your risk manager and/or contracts and procurement officer. However, please note that extending workers' compensation to students should be rarely done.



In most cases, the other provisions in the SLA will not require amendment. However, if a learning site would like to amend the SLA, you must have a conversation with your risk manager and/or contracts and procurement officer to determine what changes are acceptable. On most campuses, service-learning directors and individual faculty members are not authorized to sign the SLA. Always consult your contracts and procurement office prior to signing a SLA.

Please note that for SAFECLIP or SPLIP to provide coverage to the learning site, there must be a written agreement in place obligating the university to provide such coverage.

Understanding the Service-Learning Agreement

I. Learning Site's Responsibilities

Paragraphs A to D ensure the academic quality of the service-learning experience. Paragraph E addresses the need for background checks and specific medical tests as well as the need to maintain student privacy. Paragraphs F and G ensure that the university will receive notice if a student is not performing well or is injured or becomes ill while at the learning site.

II. University's Responsibilities

Paragraph A enhances the likelihood that permitting university students to engage in a learning activity at the learning site will be a positive experience for both the learning site and the student. Paragraph B limits the university's liability in the event that a student is injured or becomes ill at the learning site. Paragraph C outlines the circumstances under which general liability insurance is available to students. This insurance provides coverage up to \$1,000,000 per incident and legal representation in the event a student is alleged to have injured or harmed another individual or their property.

III. General Provisions

These paragraphs outline the length of the SLA, set forth insurance requirements and the circumstances under which one party is responsible for indemnifying the other, and clarify the status of students in relation to the university and the learning site. They also contain a statement that both parties agree to follow all applicable laws, include a method to resolve disputes, and address the need to dismiss a student from a learning site. Finally, they set forth restrictions against endorsements or altering the SLA, and designate contacts for both the university and the learning site.

...if a learning site would like to amend the general provisions or any other part of the SLA, you must have a conversation with your risk manager, contracts and procurement officer, and/or campus counsel to determine what changes are acceptable.

Service-Learning Agreement

This agreement ("Agreement") is between the Trustees of the California State University on behalf of California State University, XX ("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 in 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.

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.

Service-Learning Agreement (Continued)

- 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.
- 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:

UNIVERSITY:

Name
Director, Service Learning
Telephone Number
E-mail Address

LEARNING SITE:

Name
Title
Telephone Number
E-mail Address

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

CALIFORNIA STATE UNIVERSITY,

By: _____

Authorized Signature

Date

Printed Name & Title

NAME OF LEARNING SITE

By: _____

Authorized Signature

Date

Printed Name & Title

Developing and Delivering Student Orientation

The *Orientation Checklist* is a resource tool to help you prepare service-learning students for their community experiences. This checklist can be easily adapted to each campus and each service-learning placement. The orientation should provide students with a clear understanding of the work they will be doing, the risks associated with that work, and how they should conduct themselves when they are working in the community as part of a class assignment. The information and specifics you will need to put together a student orientation will come from the conversations you have with the learning site. During conversations with, and as part of your learning site visit, you should also discuss what information each party will cover so that time is not spent duplicating efforts. (See templates provided in the Developing a Risk Assessment Plan section as guiding resources in planning your orientation.)

It is recommended that two orientations occur:

The first orientation prior to the first day of service gives students information about the learning site and the nature of their service placements. This type of orientation typically takes place on campus, either in class or in a required outside-of-class meeting. As suggested on page 15, an opportune time for an orientation to occur is in conjunction with the faculty member reviewing the *Learning Plan* with students.

The second orientation, presented by the learning site, should take place at the site where students will be working. This is the simplest, most efficient way for students to become aware of emergency policies, accident procedures, and the rules and regulations of the site.

Since orientation addresses factors students should be made aware of before accepting the service-learning placement, all students should attend both orientations in order to be permitted to serve. While the intention is not to ‘scare’ students out of participating, all parties are best protected if placement details are presented, any questions asked and students sign the *Learning Plan*, which contains informed consent language that ensures students are aware of the nature of their placement and agree to the terms. This serves as both an effective learning and risk management tool.



A good practice is to encourage the students to supplement the orientations by doing additional research about the learning site.

ORIENTATION CHECKLIST

Orientation Provided Before First Day of Service

Details related to serving at the site should coincide with details found in the *Learning Plan*:

- ☐ Mission of the Learning Site.
- ☐ Who are the clients of the Learning Site?
- ☐ What programs/service does the Learning Site offer?
- ☐ Specific policies and procedures related to the service placement.
- ☐ Review any proof of eligibility that is needed (fingerprinting, background check).
Who will cover the cost? Where should students go to have fingerprinting done?
- ☐ Discuss volunteer expectations by the Learning Site.
- ☐ Provide students a job description detailing the work they will do (outlines scope of work).
Explain the types of activities that are “outside” the scope of work.
- ☐ Give the students their site supervisor’s contact information.
- ☐ Will the students need to meet with the site supervisor prior to beginning their service?
- ☐ How closely will the students be supervised? By whom?
- ☐ Who do the students call if they cannot make their scheduled service, or will be late?
- ☐ Discuss appropriate attire when providing service (based on Learning Site’s standards).
- ☐ Provide specific training for the position.
- ☐ What will the students learn? What qualities or skills will the students develop?
- ☐ Review confidentiality rules for the site. Are pictures or video allowed?
- ☐ Review the risks associated with this placement.
- ☐ Explain what students should do if harassment occurs. Whom do they contact (referenced in the *Learning Plan*).
Talk about service schedule (total number of hours, days and times of the week, etc.). Also discuss beginning and end of service. Students should not volunteer outside of scheduled hours until requirement is complete.
- ☐ Who can the students contact with questions or concerns about their placement (Learning Site contact and campus contact)?
- ☐ Is there a Learning Site training or orientation to attend? Where? When? How long?
- ☐ Where do students check in at the site on their first day?
- ☐ How are students’ service hours recorded? (For their course and the Learning Site).
- ☐ Give location of site and directions via personal car or public transportation. Where will students park if they drive? What is the cost associated with parking or taking public transit? Emphasize that students are responsible for getting to and from the site.
- ☐ Who will be evaluating the students’ service? Is there a formal evaluation the CBO will fill out?

On-Site Orientation – Must Occur on or Before First Day of Service

Site-Specific Information

- ☐ Tour of site—location of restroom and break room.
- ☐ Where, and with whom, do students check in each time they arrive at the site?
- ☐ Where is the logbook kept (to record service hours)?
- ☐ Review safety rules of the site, location of emergency exits, and emergency procedures.
- ☐ Introduce students to other staff at the agency.
- ☐ Emergency Contact Information: ask students’ permission to share with university.
- ☐ Review accident procedures at the site and what to do if a student or client is hurt.

The Learning Plan as a Tool for Risk Management

The *Learning Plan* has been developed to give students and faculty the opportunity to think clearly about the ways that the service-learning placement connects with, and reinforces in-class learning. The plan contains specific segments, and it is recommended that a cover memo be attached to give the students background about specific service-learning initiatives on your campus. This cover memo, which can serve as a friendly introduction to the philosophies of service learning, can be written by anyone involved in the service-learning experience, and can be very general or specific, depending on its use. For example, a service-learning office might want each service-learning student to get the same general information; therefore, it may be appropriate for just one memo to be written and included with every *Learning Plan*, regardless of the specifics of the placement.

Students are asked to initial page 1 of the *Learning Plan* and sign the Participation Guidelines on page 2 to illustrate that they have read and understand the information it contains. This shows that the student understands what he or she is responsible for and also understands the information contained in the entire document.

Page 1

Page 1 of the *Learning Plan* includes an area for students to articulate their learning and service objectives, fill in the name and contact information for the applicable learning site personnel/supervisor, and define the beginning and ending dates of service. This page verifies that the student knows who his or her learning site contact/supervisor is, and how to contact that person.



Page 1 also defines the time frame and schedule of service over the semester/quarter. Students should not volunteer extra service hours outside of their course requirement until after the “last date of service” has expired. While we do hope that service-learning placements foster the desire for students to continue serving their community, it is important from a risk management perspective that the requirement of service learning is separate

from the “voluntary service” of any student at a community-based organization that is not connected to a course requirement. This precaution helps to reduce the university’s liability exposure by defining whether or not the student was outside his or her agreed-upon “term of service.”

The student's faculty member signs this page. This ensures that the appropriate university parties directly involved in this placement are aware of what students have been asked to think about, what they are specifically interested in, how the placement supports/furtheres the course work and when they will be performing their service-learning requirement. The *Learning Plan* is considered a service-learning teaching tool and is most effective when used as a part of the course materials, and integrated into the discussions about the service-learning placement(s), before, during and after the service. A copy of the completed and executed *Learning Plan* should be shared with the learning site contact/supervisor.

Faculty can use this as a tool during reflection periods by referencing the specific service and learning objectives that students articulate before they begin their service. Because the *Learning Plan* is shared with the learning site, there should be communication between the faculty member and site supervisor throughout the duration of the service-learning experience to determine whether the student's, community-based organization's and faculty's needs are being met.

Page 2

The second page of the *Learning Plan* contains the Participation Guidelines. The guidelines, which outline appropriate behavior expectations for service-learning students while at a learning site, are considered good practices, and are important in order to provide a positive learning experience. These items should be discussed with students during their orientation. The limitations are also good practices, but may carry some specific legal ramifications. If any limitation seems to prohibit the type of service-learning experience you wish to provide for students, you should discuss with the risk manager whether a specific risk can be managed, or if a service-learning placement can be altered to allow for a safer or more risk-reduced learning experience. Limitations are designed to prevent students from doing any work that is considered "outside the scope of work." Campuses can add guidelines or limitations that are specific to their campus or to a particular placement, but it is recommended that no guidelines or limitations be deleted without first having a discussion with your risk manager.

The Participation Guidelines require the student's signature to demonstrate that he or she is aware of the potential risks involved and behavior expectations in the service-learning experience. This can serve as an informed consent signed by the student, and could reduce the liability that the learning site or the university is exposed to if a student is harmed within the scope of the work by something that was considered a "potential risk" and addressed in the *Learning Plan*. Executive Order 1051 established the waiver (see Appendix item C) to facilitate a uniform and consistent application of risk control on all campuses in the California State University system. This waiver was developed for use in all campus planned or sponsored events; therefore, a good practice that campuses may choose to follow is to supplement the *Learning Plan*/Participation Guidelines with the requirement that the

student execute the university-approved waiver/informed consent.

If for some reason a student declines a service placement based on the potential risks or an unwillingness to sign the Participation Guidelines (or the approved waiver, if applicable), an alternative option should be provided to give the student some of the same learning objectives without encountering the same potential risk level. Determining and approving the alternatives is the primary responsibility of the faculty member. There are many alternative options, and the faculty member should work with the student to determine the best alternative. If the alternative is placement at a different site or doing different work at the same site, the specific “scope of work” should be outlined and agreed to by the learning site and the university. (This ensures no student is in a service-learning placement without the proper *Service Learning Agreement* (SLA) being signed by both parties.) It may be possible to do this by amending an already existing SLA. In the case of a student refusing to sign one or both of the aforementioned documents, then an alternative should be developed allowing the student to continue their course work without having to participate in a service-learning placement. Talk with your risk manager, service-learning staff, and contracts and/or procurement officer to determine the best course of action.



LEARNING PLAN

Section I: Student Data

Student's Name: _____ Student ID: _____

E-mail: _____ Telephone Number: _____

Primary Emergency Contact: _____ Relation: _____

Daytime Telephone: _____ Cell Phone Number: _____

Secondary Emergency Contact: _____

Daytime Telephone: _____ Cell Phone Number: _____

Section II: Learning Site

Learning Site: _____

Contact Name: _____

Address: _____

E-mail: _____ Telephone Number: _____

Section III: Course Data

Course Title: _____ Faculty Name: _____

Service Objectives (list your primary responsibilities at the Learning Site):

Learning Objectives (describe how your primary responsibilities support/further your course work):

Planned Number of Service Hours: _____ Start Date: _____ End Date: _____

I have reviewed and approve the Learning Plan set forth above.

Faculty Signature:

Date:

Student Initial: _____

LEARNING PLAN - Participation Guidelines (page 2)

1. I will devote _____ hours per week toward completion of the service and learning objectives listed in my learning plan for a total of _____ service hours, effective from _____ to _____ ("learning activity"). I agree to complete any paperwork and orientations required by my professor or site supervisor as part of this learning activity.
2. I understand and acknowledge that there are potential risks associated with this learning activity, some of which may arise from (a) my assigned tasks and responsibilities, (b) the location of the learning activity, (c) the physical characteristics of the Learning Site, (d) the amount and type of criminal activity or hazardous materials at or near the location of the learning activity, (e) any travel associated with the learning activity, (f) the time of day when I will be present at the Learning Site, (g) the criminal, mental and social backgrounds of the individuals I will be working with or serving, and (h) the amount of supervision I will receive. I further understand and acknowledge that my safety and well being are primarily dependent upon my acting responsibly to protect myself from personal injury, bodily injury or property damage.
3. Being aware of the risks inherent in this learning activity, I nonetheless voluntarily choose to participate in this learning activity. I understand that I may stop participating if I believe the risks become too great.
4. While participating in this learning activity, I will (a) exhibit professional, ethical and appropriate behavior; (b) abide by the Learning Site's rules and standards of conduct, including wearing any required personal protective equipment; (c) participate in all required training; (d) complete all assigned tasks and responsibilities in a timely and efficient manner; (e) request assistance if I am unsure how to respond to a difficult or uncomfortable situation; (f) be punctual and notify the Learning Site if I believe I will be late or absent; and (g) respect the privacy of the Learning Site's clients.
5. While participating in this learning activity, I will not (a) report to the Learning Site under the influence of drugs or alcohol; (b) give or loan money or other personal belongings to a client; (c) make promises to a client I cannot keep; (d) give a client or representative a ride in my personal vehicle; (e) engage in behavior that might be perceived as harassment of a client or Learning Site representative; (f) engage in behavior that might be perceived as discriminating against an individual on the basis of their age, race, gender, sexual orientation, mental capacity, or ethnicity; (g) engage in any type of business with clients during the term of my placement; (h) disclose without permission the Learning Site's proprietary information, records or confidential information concerning its clients; or (i) enter into personal relationships with a client or Learning Site representative during the term of my placement. I understand that the Learning Site may dismiss me if I engage in any of these behaviors.
6. I agree to contact the University's Director of XX at (xxx) xxx-xxxx if I believe I have been discriminated against, harassed or injured while engaged in this learning activity.
7. I understand and acknowledge that neither the University nor the Learning Site assumes any financial responsibility in the event I am injured or become ill as a result of my participating in this learning activity. I understand that I am personally responsible for paying any costs I may incur for the treatment of any such injury or illness. I acknowledge that the University recommends that I carry health insurance.

I have read, understand and agree to comply with these guidelines.

Student Signature: _____ Date: __/__/__

Parent/Guardian Name: _____ Date: _____

Parent/Guardian Signature: _____

(Required if student is under the age of 18.)



Service Logs

The service logs provide documentation of the times students provide service at the learning site, and the type of activity they were doing during their service-learning hours. There are three types of service logs; and each one has an individual purpose and can be used independently, or all the forms can be used in combination to double check that students are meeting their minimum service requirement. Additionally, if the service-learning office has a database that allows students to create a personal login for their placement, the information on the forms can easily be converted to an electronic format. Regardless of the process for tracking information, electronically or manually, a process should be developed that allows the site supervisor to confirm that the hours and activities reported are accurate, and provide the university with verification of where students have been placed during the term. *The Community-Based Organization Service-Learning Sign-In Sheet* is the most crucial of these forms. This form, or a similar form developed by the campus, is necessary if the CSU has agreed in the SLA to cover the service-learning students as “CSU Volunteers” and covers workers’ compensation.

The service logs described below can be downloaded at:

http://www.calstate.edu/cce/resource_center/servlearn_risk.shtml#forms

Community-Based Organization Service-Learning Sign-In Sheet

This form should be kept in an accessible place at the learning site. Multiple students will use this form to sign in each day that they are at the site providing their required service. If the learning site has students from multiple courses doing service-learning hours at the site simultaneously, separate forms should be used for each course so that there is no confusion about which students are a part of which course’s service-learning requirements.

Some learning sites use a similar form, and there is no need to insist that all learning sites use this form. However, it is recommended that service-learning students use a separate form from the one used by volunteers at the site. In either case, students must sign-in when they arrive at the site, and sign out when they are finished with their service for that day, filling in their activities, and placing their signatures on the form. A place for the site supervisor to sign and print her or his name has been included so that there will be no confusion about who at the learning site signed off on the accuracy of the service-learning hours.

While this form is a template, it serves a specific risk management function. Therefore, this tool or a similar document developed by the campus is mandatory if the university has agreed to classify the students as “CSU Volunteers” and cover workers’ compensation. The university or learning site will be asked to confirm that a given student was at the site doing his or her service at the same time when an incident may have occurred. This form and the student service log can be used as a cross-reference, and some faculty members may choose to do this. Whether the learning site is using its own form or a form provided by the university, the faculty member or



service-learning office should retain a copy of each sign-in sheet that is full, and keep the form on file in one central place at the university so cross-checking can occur if necessary.

Service-Learning Placements

This form is designed as an internal risk management tool. After the faculty member has seen all of his or her students' *Learning Plans*, and knows when and where each student will be doing her or his service-learning requirement, the form can be filled out and kept in the service-learning office or another central location. This ensures that the faculty member is aware of the placement of each student, and the university can refer to the form if it needs to determine where each student is placed during a given academic term. Some campuses may choose to enter this information into a database, allowing for retrieval of information by student name, learning site, course title or academic term. This provides useful information if an accident occurs, or if a claim is brought against the university by a student or by a client of the learning site who claims to have been injured or otherwise harmed by a student.

Student Tracking Sheet

The Student Tracking Sheet is a tool for students to keep track of their individual service hours. When students go to the learning site, they can fill out the log. Having the site supervisor's signature on this form serves as a double-check, so students cannot arbitrarily fill in hours to receive credit. This tracking sheet is also a protection for students because it can serve as proof of the hours they served at the learning site.

If this form is used, the student should fill out the "Community-Based Organization Information" box on the top right-hand side of the form. This provides students with the learning site's phone number, so they can call the site supervisor if they are going to be late for their service. The "Service Learning Placement" box keeps track of the "term of service." When the form is turned in, it will be easily visible if the student was providing service on a date outside the agreed-upon term.

This form also serves a risk management function by keeping a record of when students were providing service at the site. If an incident occurs at the site, and the university needs to know if a specific student was actually working at the site at that time, this can provide a quick cross-check to the *Community-Based Organization Service-Learning Sign-In Sheet*. The Student Tracking Sheet needs to be kept by the faculty member or department in case the university or learning site wants to verify that a student was actually on-site when a specific accident occurred. (A workers' compensation claim requires that the student prove that he or she was at the site when they reported being injured.) The statute of limitations for this type of information is one year, and documents can be purged from the files at that time.

BACKGROUND CHECKS

Background checks (which may include fingerprinting) are often required for service-learning students who come into contact with protected classes of people, such as children, persons with disabilities and persons living in assisted-living facilities. The decision of a learning site to require a background check is solely up to the learning site's interpretation of the laws or regulations that govern it. Learning sites are solely responsible for requesting background checks for service-learning students placed at their sites. The university plays no role in this decision and only needs to know which learning sites require background checks. During the site visit or assessment, the learning site should inform the university whether background checks are required and how any required background checks will be handled: where, when, at what level, how long the processing will take, and if students will be responsible for any costs. Because some background checks take much longer than others, faculty members should be prepared well in advance if, in fact, the background check process will take more than a few days.

Federal and state laws and regulations governing background checks are very strict regarding the privacy of the person being reviewed. Most allow only the entity requesting the background check to have access to the results. Consequently, because the university is not the requesting agency, no faculty or staff member will ever be given the specific results of a student's background check. Learning sites are under strict guidelines to keep all background check information private, and can have their licenses revoked if they violate this right of privacy. This means that if a student takes two separate service-learning courses, each requiring a background check, the student needs to submit to two background checks so that the results can be sent to two separate locations. This is true even if the service-learning courses are in the same semester.

Although it is the sole responsibility of the learning site to determine whether a background check is necessary, that does not mean that the learning site is always responsible for paying for the process. If the learning site cannot cover the cost of the background check, then it is the student's responsibility. If the student has to pay for the background check, that information should be made clear to the student at the beginning of the course and written into the syllabus.

If you would like more information concerning background checks, you may contact your campus risk manager or visit the website listed below.

CSU Office of General Counsel NACUA NOTES (March 10, 2006, Vol. 4 No. 1) - Student Criminal Background Checks:

http://www.calstate.edu/gc/hot_topics_041006.shtml



CONCLUSION

Through the process outlined in this resource guide, the tools and strategies developed to reduce risk in service-learning placements come together to give service-learning offices and faculty members a road map for reducing risk in service-learning placements. Throughout the research process, and now in the text of this guide, the philosophical goal of creating thoughtful, meaningful, safe and positive learning experiences for CSU students and community members has been at the forefront. While risk management does not always seem to be the most rewarding way to spend faculty, staff or community-based organization time when developing a service-learning course, it can mean the difference between a productive service-learning experience with reciprocal community-based organization partnerships and a university lawsuit that threatens the future of some service-learning programs. By taking this proactive step to examine the way the CSU deals with risk management in service learning, the CSU continues to be at the forefront of the national service-learning field.

By using the processes outlined here as a guide, and building a positive working relationship with the campus risk manager, faculty and service-learning practitioners will be prepared to handle any accident or incident that may occur in any given placement, with any learning site, involving any student. The relationships built to ensure safe and risk-reduced service-learning experiences will prove to be valuable for all aspects of service learning on a campus. (This resource guide may also be useful for starting discussions of how to manage risk in other forms of experiential education and community service.)

This resource guide is a working document that will improve over the years in order to provide the best possible learning and service experiences for students, faculty members, service-learning staff and community-based organizations. A collection of Frequently Asked Questions (FAQ) is also available on the CSU Center for Community Engagement's (CCE) website: www.calstate.edu/cce/resource_center/servlearn_risk.shtml.

This online resource will be continually updated and include new questions and responses from CSU service-learning staff, faculty and their community partners as well as campus risk managers. The format will be consistent with the layout found in the table of contents.

Please take the time to offer feedback on this 2011 revised edition of *A Resource Guide for Managing Risk in Service-Learning* to the CSU Center for Community Engagement at the Office of the Chancellor. If you have questions about how to incorporate these processes into your current operations, please feel free to contact your risk manager on campus, or staff in the Office of the Chancellor, both CCE or Office of Risk Management and Public Safety. CCE staff can be reached at (562) 951-4749 or cce@calstate.edu and Risk Management at 562-951-4580.



APPENDICES

- A. A Quick Reference of Good Practices in Service Learning
- B. Executive Order 829
- C. Executive Order 1051
- D. SAFECLIP Program Description
- E. SPLIP Program Description
- F. Executive Order 1043
- G. Board of Trustees Resolution on Community Service Learning

Appendix A

Quick Reference of Good Practices in Service Learning

The following good practices are recommended practices throughout the field and apply to all the parties involved in service-learning experiences: faculty members, service-learning staff, learning sites, risk managers and service-learning students. This quick reference guide is not intended to be all-encompassing; however, these good practices apply to most situations. (If you feel something included here is prohibitive to the service-learning experience you hope to offer to your students, please have a discussion that includes the faculty member, the service-learning office and the university risk manager.)

The intent of these guidelines is not to prohibit service-learning experiences, but rather, to provide recommended practices that allow for safe and positive service environments where the risk and liability have been minimized for all parties.

For Service-Learning Staff and Faculty

- Provide, or have the learning site provide, campus- and community-based organization orientations to familiarize students with policies, procedures and risks involved in the specific service activities they will be providing and with the populations they serve. (See *Orientation Checklist*, page 42.)
- Discuss *Learning Plans* with students so they fully understand their responsibilities, learning objectives and service objectives, and are informed of the potential risks associated with their service-learning placements. Both students and faculty should review and sign the *Learning Plan*. At a minimum, it is also recommended that the site supervisor review the *Learning Plan*. (See the *Learning Plan* as a tool for Risk Management, pages 43-47.)
- Build a working relationship with your risk manager as well as your contracts and procurement officer.
- Be aware that special insurance policies, SAFECLIP (i.e., service learning) and SPLIP (i.e., nursing, social work), for liability and professional coverage are available for specific students and programs.
- Complete a risk assessment analysis in order to determine site approval, rejection and/or the

need for an immediate site visit, before a service-learning course is offered. (See Developing a Risk Assessment Plan, pages 17-36.)

- Complete an online (Web research) “site visit” to compliment the pre-placement risk assessment.
- Understand that faculty members can be individually named in lawsuits and should play an active role in ensuring safe and positive service-learning experiences for their students.
- Know that faculty members will be indemnified and protected by the university in the case of a lawsuit, so long as the faculty member was acting within the scope of his or her work.
- Offer alternative placements and/or opportunities for students in service-learning courses when the learning site/location is not approved via the risk assessment to avoid potential risks.
- Meet the special safety needs of any student.
- Offer alternative placements and/or opportunities for students in service-learning courses who upon their first visit to the placement location decide against participating because of safety concerns.
- Be aware that there are state and federal regulations regarding background checks for those students whose service-learning placements are at learning sites that work with children, the elderly or persons with disabilities. (See Background Checks, page 51.)
- Know when each student is scheduled to provide service and be able to verify that the student did provide the service at the learning site. This will help to determine who holds liability for student behavior or student injury at any given time. (See Service Logs, pages 49-50.)
- Know where emergency contact information for students is kept, and what the procedures are at the university and at the learning site if an emergency occurs. If the learning site asks the student for emergency contact information, a copy should be kept at the university for the duration of the service-learning experience.
- Don’t assume that campus and site orientations are consistent; they vary among courses, campuses, departments and learning sites. Both campus and site orientations are necessary to familiarize students with any potential risks involved with service-learning activities. (See *Orientation Checklist*, pages 41-42.)

- Don't assume individual faculty members or departments are aware of the students' whereabouts or activities while performing their service learning. (See Service Logs, pages 49-50.)
- Don't assume that students are aware of such issues as liability or sexual harassment policies.
- Don't assume that student fees will automatically absorb incidental costs for background checks, or that the learning site will pay these fees. They can be an additional financial burden for a particular placement. (See Background Checks, page 51.)
- Don't arrange travel for students. Liability is greatly reduced if students are responsible for their own transportation to and from the service site.


For Service-Learning Syllabi or Class Discussions

- Include a description of the service as an expressed goal.
- Include a description of the nature of the service placement and/or project.
- Specify the roles and responsibilities of students in the placement and/or service project.
- Include whether or not the service project/experience is mandatory. If it is mandatory, offer an alternative for students who cannot do, for any reason, the specific type of service you have identified.
- Include time requirements (how many hours total/per week/per term).
- Include contact information for the learning site(s).
- Identify the needs of the community that will be met through this service placement.
- Explain how students will be expected to demonstrate what they have learned in the placement, such as journals, term papers and in-class presentations.
- Include an explanation of what will be evaluated and how it will be evaluated (in terms of the course grade).

- Explain how the course assignments link the service-learning placement to the course content.
- Require a *Learning Plan* for each student that defines the scope of service to ensure the faculty member, student and site supervisor meet educational objectives, create measurable outcomes and understand the risks inherent in the particular placement (See The Learning Plan as a Tool for Risk Management, pages 43-47.)
- Explain, if appropriate, the expectations for the public dissemination of the students' work.
- Distribute a syllabus that clearly explains or defines the service-learning goals, objectives, criteria and requirements.
- Plan in advance. Don't wait until the beginning of the quarter/semester to determine with which learning site to partner. Meet with staff from the service-learning/community engagement office on your campus if you need help identifying a community partner for your course.
- Students should not be allowed to randomly select their sites for service-learning placements.
- Students should not be allowed to complete their service in only one or two sessions, but rather distribute the service over a consistent period of time.
- Don't wait until the end of the term to clarify the reflective process for student evaluation and learning outcomes.

For Service Learners (University Students)

- Participate in orientation for your service-learning experience.
- Make sure you know whom to contact at the learning site and at the university in case of an emergency.
- Make sure you know how to exit your learning site in case of an emergency.
- Ask for help from your supervisor or another staff member at your learning site when in doubt.

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- Be punctual and responsible in completing your commitment to the service site.
 - Call your site supervisor if you know you will be late or not able to come in at all.
 - Keep all information about clients you work with confidential.
 - Show respect for your learning site, its staff and its clients.
 - Be aware that you are representing your university.
 - Know that if you are having trouble or feel unsafe at your learning site, you can talk with your faculty member about it. In some instances, an alternative placement or opportunity will be afforded to you.
 - Sign-in at your learning site every time you are there, and record your service hours on your student service log. This will ensure you receive credit for the hours you have served.
 - Don't report to your learning site under the influence of drugs or alcohol.
 - Don't give or loan a client money or other personal belongings.
 - Don't make promises or commitments to a client that you cannot keep.
 - Don't give a client or community-based organization representative a ride in a personal vehicle.
 - Verbal exchanges of a sexual nature are not to be tolerated, and don't engage in behavior that might be perceived as sexual with a client or community-based organization representative.
 - Don't tolerate verbal exchanges or engage in behavior that might be perceived as discriminating against an individual on the basis of his/her age, race, gender, sexual orientation, ability or ethnicity.
 - Don't engage in any type of business with clients during the term of your service.
 - Don't enter into personal relationships with a client or community-based organization representative during the term of your service.

For Learning Sites

- Thoroughly review the *Service-Learning Agreement* to understand the roles and responsibilities of all parties. (See *Service-Learning Agreement*, pages 39-40.)
- Ensure that service learners comply with any legal requirements for background checks.
- Assign a supervisor for service learners at your site.
- Orient all service learners to your organization and its policies, procedures, clientele profile and emergency procedures. This will ensure that service learners act in safe, positive, and productive ways during their placements.
- Require that service learners complete a sign-in/out sheet each time they serve, so that you are aware of who is at your organization at all times. (See *Service Logs*, pages 49-50.)
- Communicate with university representatives if your organization is experiencing a difficult time with a service learner.
- Ensure that you have contact information for a representative at the university, in case problems arise or accidents happen.
- Ensure that you have emergency contact information for service learners.
- Ask for a copy of the syllabus that a faculty member gives to the service learners.
- Review each student's *Learning Plan* to ensure that you can help the students meet their service-learning objectives. (See *Learning Plan*, pages 46-47.)
- Don't share the results of any background check with university representatives.
- Don't assume that any final products produced by students are the sole property of the community-based organization. The final products are the property of the student, but more often than not, the student can grant rights to use the product to the community-based organization.
- Don't request that service learners do tasks that are beyond their capabilities, or beyond their scope of work, as outlined in the *Learning Plan* (See *The Learning Plan as a Tool for Risk Management*, pages 43-47.)

Appendix B

THE CALIFORNIA STATE UNIVERSITY

OFFICE OF THE CHANCELLOR

BAKERSFIELD

July 11, 2002

CHANNEL ISLANDS

CHICO

MEMORANDUM

DOMINGUEZ HILLS

TO: CSU Presidents

FRESNO

FROM: Charles B. Reed
Chancellor

FULLERTON

HAYWARD

SUBJECT: Executive Order No. 829
California State University Insurance Requirements

HUMBOLDT

LONG BEACH

The attached Executive Order No. 829 assigns responsibility to the campus president to implement insurance requirements for agreements, contracts, and purchases consistent with the California State University Insurance Requirements. This Executive Order supersedes and replaces Executive Order No. 743 to incorporate revisions to the hazardous substances and waste removal services provision.

LOS ANGELES

MARITIME ACADEMY

MONTEREY BAY

NORTHRIDGE

POMONA

In accordance with the policy of the California State University, the campus president has the responsibility for implementing executive orders where applicable and for maintaining the campus repository and index for all executive orders.

SACRAMENTO

SAN BERNARDINO

Should you have any questions, please contact Mr. Dennis Hordyk, Assistant Vice Chancellor, Financial Services at 562-951-4580.

SAN DIEGO

SAN FRANCISCO

CBR:ke

SAN JOSE

Attachment

SAN LUIS OBISPO

cc: Executive Vice Chancellor and Chief Academic Officer
Executive Vice Chancellor and Chief Financial Officer
Vice Chancellors
Vice Presidents for Administration
Chancellor's Office Department Heads

SAN MARCOS

SONOMA

STANISLAUS

401 GOLDEN SHORE • LONG BEACH, CA 90802-4210 • (562) 951-4700 • Fax (562) 951-4986 • creed@calstate.edu

Appendix C



BAKERSFIELD

July 23, 2010

CHANNEL ISLANDS

CHICO

MEMORANDUM

DOMINGUEZ HILLS

EAST BAY

TO: CSU Presidents

FRESNO

FROM: Charles B. Reed
Chancellor

FULLERTON

SUBJECT: California State University –
Use of Approved Waiver of Liability

HUMBOLDT

Executive Order No. 1051

LONG BEACH

LOS ANGELES

Attached is a copy of Executive Order No. 1051 relating to the use of waivers of liability as an integral instrument to promote safety and mitigate liability throughout the California State University system. This executive order is in response to a recommendation in the Systemwide Athletics Administration audit, 07-40.

MARITIME ACADEMY

MONTEREY BAY

In accordance with policy of the California State University, the campus president has the responsibility for implementing executive orders where applicable and for maintaining the campus repository and index for all executive orders.

NORTHRIDGE

POMONA

If you have questions regarding this executive order, please call Ms. Charlene M. Minnick, Assistant Vice Chancellor – Systemwide Risk Management & Public Safety at 562-951-4580.

SACRAMENTO

SAN BERNARDINO

CBR/ztg

SAN DIEGO

Attachment

SAN FRANCISCO

c: CSU Vice Chancellors
Office of General Counsel
CSU Executive Staff
CSU Provosts/Vice Presidents, Academic Affairs
CSU Risk Managers

SAN JOSÉ

SAN LUIS OBISPO

SAN MARCOS

SONOMA

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Appendix D

Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP),

SAFECLIP provides General and Professional Liability coverage for students enrolled in service-learning course sections for which they receive academic credit. In essence, the program provides indemnity including legal defense costs for students, faculty, campus and host institution (when required by contract/agreement) if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning and other academic fieldwork experiences.

Insured: California State University (CSU)
All campuses of the CSU
Employees, Faculty, Staff of the CSU
CSU Students enrolled in required credited coursework

Additional Insured: Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy.

Coverage: A. General Liability
B. Professional Liability

Coverage Limits: \$1,000,000 each Loss
\$2,000,000 Aggregate for all Covered Parties, and not per student

Resources: If you have questions regarding SAFECLIP please contact your campus risk manager or the systemwide Office of Risk Management and Public Safety.

Appendix E

Student Professional Liability Insurance Program (SPLIP)

Similarly, SPLIP provides General and Professional Liability coverage as well as Educator's Errors & Omissions Liability coverage for students enrolled in Nursing, Allied Health, Social Work or Education credential programs of the CSU who also perform community service or volunteer work for academic credit.

Insured:	California State University (CSU) All campuses of the CSU Employees, Faculty, Staff of the CSU CSU Students enrolled in Nursing, Allied Health, Social Work, or Education credential programs of the CSU
Additional Insured:	Any affiliate institution to whom the Named Insured is obligated by written agreement to provide such coverage as is afforded by this policy.
Coverage:	A. General Liability B. Professional Liability C. Educator's Errors & Omissions Liability
Coverage Limits:	\$1,000,000 each Loss \$3,000,000 Aggregate for all Covered Parties, and not per student
Resources:	If you have questions regarding SAFECLIP please contact your campus risk manager or the systemwide Office of Risk Management and Public Safety.

Appendix F

THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR

BAKERSFIELD

August 3, 2009

CHANNEL ISLANDS

CHICO

MEMORANDUM

DOMINGUEZ HILLS

TO: CSU Presidents

EAST BAY

FROM: Charles B. Reed
Chancellor

FRESNO

FULLERTON

SUBJECT: Student Conduct Procedures – Executive Order No. 1043

HUMBOLDT

LONG BEACH

LOS ANGELES

MARTINE ACADEMY

MONTEREY BAY

NORTHRIDGE

POMONA

SACRAMENTO

SAN BERNARDINO

SAN DIEGO

SAN FRANCISCO

SAN JOSE

SAN LUIS OBISPO

SAN MARCOS

SONOMA

STANISLAUS

Attached is a copy of Executive Order No. 1043, Student Conduct Procedures, which replaces Executive Order No. 970. It includes three notable changes. Article III, Section 3 addresses the use of attorneys and now clarifies that each campus must establish a standing policy about whether or not attorneys can be part of the student conduct process on that campus. Article IV, Section 7 is amended to comport with the new notice to “victims of crimes of violence” provisions in the Higher Education Opportunity Act of 2008. Finally, Article VI is updated to explain in greater detail the requirements for placing students on Interim Suspension.

In accordance with policy of the California State University, the campus president has the responsibility for implementing executive orders where applicable and for maintaining the campus repository and index for all executive orders. This executive order should be distributed to employees responsible for student conduct matters and made available to all CSU students. These procedures are established pursuant to California Code of Regulations, Title 5, Section 41301, et seq., and govern all student disciplinary matters systemwide.

Questions regarding this executive order may be addressed to Mr. Allison G. Jones, Assistant Vice Chancellor, Academic Affairs, Student Academic Support, at (562) 951-4744 or ajones@calstate.edu.

Attachment

cc: CSU Provosts/Vice Presidents for Academic Affairs
CSU Vice Presidents for Administration
CSU Vice Presidents for Student Affairs
Executive Staff, Office of the Chancellor
Ms. Sarah Vagts, CSSA

401 GOLDEN SHORE • LONG BEACH, CA 90802-4210 • (562) 951-4700 • Fax (562) 951-4986 • creed@calstate.edu

Executive Order No: 1043

**THE CALIFORNIA STATE UNIVERSITY
Office of the Chancellor
401 Golden Shore
Long Beach, California 90802-4210
(562) 951-4500**

Executive Order: 1043
Effective Date: August 3, 2009
Supersedes: Executive Order No. 970
Title: Student Conduct Procedures

ARTICLE I: AUTHORITY AND PURPOSE

These procedures are established pursuant to Section 41301 of Title 5 of the California Code of Regulations, and govern all student disciplinary matters systemwide.

ARTICLE II: DEFINITIONS

1. **“Campus”** and **“university”** are used interchangeably and both mean the California State University.
2. **“Member of the university community”** means California State University trustees, employees, students, and university guests who are on university property or at a university related activity.
3. **“Sexual misconduct”** means any non-consensual sexual intercourse, sexual assault, sexual exploitation, indecent exposure or attempt to commit any of these acts.
4. **“Student Conduct Code”** means Section 41301 et seq. of Title 5 of the California Code of Regulations.
5. **“University official”** means any person employed by a campus, performing administrative or professional duties.

6. **“University property”** means:
 - a. real or personal property in the possession, or under the control, of the Board of Trustees of the California State University, and
 - b. all campus facilities whether utilized by the university or a campus auxiliary organization.
7. **“University related activity”** means any event sponsored by, coordinated with, or directly affecting the university’s regular functions.
8. **“Working day”** means any day of the academic year, summer session or special session, other than a Saturday, Sunday, or academic holiday as that term is defined in Section 42800 of Title 5 of the California Code of Regulations.

ARTICLE III: GENERAL PROVISIONS

1. **Student Conduct Administrator**

Each campus president assigns a campus official or officials to be the Student Conduct Administrator, whose responsibilities are to determine whether to initiate disciplinary action under the Student Conduct Code and to perform duties as prescribed in these procedures. Student Conduct Administrators serve at the pleasure of the president.
2. **Hearing Officers**

Each campus president appoints one or more persons to serve as Hearing Officers. They may be campus officials, attorneys licensed to practice in California, or administrative law judges from the Office of Administrative Hearings. Subordinates of the Student Conduct Administrator, persons with a conflict of interest in the matter, and percipient witnesses to the events giving rise to the case are ineligible to serve as Hearing Officers. The Hearing Officer conducts the hearing, determines whether a student has violated the Student Conduct Code and if so, recommends sanction(s).
3. **Attorneys**

Student Conduct proceedings are not meant to be formal court-like trials. Although university related sanctions may be imposed, the process is intended to provide an opportunity for learning. Each campus president determines as a matter of standing campus directive whether attorneys are permitted to be present in all or some campus proceedings. The president’s determination regarding the presence of attorneys applies to both the student charged and the campus. Both the student and the campus can consult attorneys outside of the actual proceedings irrespective of the president’s determination. Any person licensed to practice law is considered an attorney for this purpose.
4. **Interpretation of the Code or Process**

All issues regarding the hearing described in Article IV, Section 4, except those specifically noted, are within the purview of the Hearing Officer for final determination. Questions of interpretation or application of the Student Conduct Code or this executive

order are outside the purview of the Hearing Officer and are determined by the campus Vice President for Student Affairs or his or her designee.

5. Delegation of Duties

The duties of the president in these proceedings may be delegated to another campus official.

6. Parallel Judicial Proceedings

Student Conduct Code proceedings are independent from other court proceedings. Student discipline may be instituted against a student also charged in civil or criminal courts based on the same facts that constitute the alleged violation of the Student Conduct Code. The university may proceed before, simultaneously with, or after any other judicial proceedings.

7. Time Lines

All times set in this executive order may be extended by the university when necessary. Extensions shall be determined by the Vice President for Student Affairs.

ARTICLE IV: PROCEEDINGS

1. Investigation

- a. Whenever it appears that the Student Conduct Code has been violated, a complaint should be directed to the Student Conduct Administrator as soon as possible after the event takes place. The complaint can be oral or in writing.
- b. The Student Conduct Administrator investigates each complaint submitted and determines whether it is appropriate to charge a student with violation of the Student Conduct Code.

2. Conference

- a. The Student Conduct Administrator holds a conference with the student charged, and obtains his or her response to the alleged misconduct, except in instances where the student charged declines to cooperate, in which case the conference requirement is waived. The student may bring a person with him/ her to advise him/her during the conference with the Student Conduct Administrator. The student's advisor is there to provide support and not to speak on behalf of the student. If agreement can be reached as to an appropriate disposition of the matter, it will be closed and the terms of the disposition shall be put in writing and signed by the student charged and the Student Conduct Administrator.
- b. If the student admits violating the Student Conduct Code but no agreement can be reached on an appropriate sanction, the student charged may request a hearing on the sanction only.

3. Notice of Hearing

- a. If the alleged violation of the Student Conduct Code is not resolved at the conference with the Student Conduct Administrator and the Student Conduct Administrator has determined that formal disciplinary action is appropriate, or if the student charged requests a hearing on the sanction only, the Student Conduct Administrator issues a Notice of Hearing.
 1. The Notice is sent electronically to the charged student at the university assigned e-mail address linked to the account provided by the California State University (i.e., "xxx.edu.").
 2. Until June 30, 2010 the Notice is also served on the student charged in person, or by traceable mail (e.g., certified mail) to the last address that student has on record with the university.
- b. The Notice of Hearing must include:
 1. The section(s) of the Student Conduct Code that the student is charged with violating.
 2. A factual description of the student's conduct that forms the basis for the charge(s).
 3. The proposed sanction.
 4. Notification that neither the Hearing Officer nor the president is bound by the proposed sanction, and either, or both, may set a more severe sanction.
 5. The date, time and place of the hearing.
 6. The location on the campus where the student can view his or her discipline file, including the location (or copies) of the campus policies that were violated.
 7. Notification that the student may be accompanied at the hearing by an advisor and the campus policy regarding use of attorneys, if they are prohibited. If attorneys are allowed, notification shall be given that, if the student intends to bring his/her attorney, the student must inform the Student Conduct Administrator of the attorney's name, address and phone number at least five working days before the hearing.
 8. Notification that the student can waive his/her right to a hearing by accepting the proposed sanction.
 9. Notification of any immediate suspension and/or withdrawal of consent to remain on campus. (See Article VI below.)

10. A copy of this executive order or notice of where the student may obtain a copy. If consent to remain on campus has already been withdrawn by the time the Notice of Hearing is sent, a copy of this executive order must be enclosed along with any other campus policy referenced in the Notice of Hearing.
- c. The Notice of Hearing is sent to the student at least 10 working days before the hearing.
- d. The charges stated in the Notice of Hearing may be amended at any time. If an amendment would require the student to prepare a different response, the student may request a postponement of the hearing for a reasonable period of time. If the charges are amended after a hearing is underway, the Hearing Officer may postpone the hearing for a reasonable period of time.

4. Hearing

- a. The hearing is closed to all persons except the Hearing Officer, the student charged, the Student Conduct Administrator, one advisor for the student charged, one advisor for the Student Conduct Administrator, appropriate witnesses during the time that they are testifying (including a support person for alleged victims of sexual or physical assault, see section h below), and one person to assist the Hearing Officer in recording the hearing. A police or security officer may also be present if deemed appropriate by the Vice President for Student Affairs. The university will cooperate in providing employee witnesses wherever possible, provided that they are identified at least two working days before the hearing.
- b. The student may be accompanied by one advisor of his or her choice to provide support but not to speak on behalf of the student. If the campus policy excludes attorneys from the proceeding, the advisor may not be an attorney. Hearing dates will not be changed because of the schedule of the advisor for the student charged.
- c. The Student Conduct Administrator may be accompanied by one advisor. If the campus policy excludes attorneys from the hearing, neither the Student Conduct Administrator nor the Administrator's advisor may be an attorney.
- d. Hearings are intended to be educational rather than adversarial. The Hearing Officer runs the hearing. The student charged and the Student Conduct Administrator each put on the evidence in their case in whatever manner the Hearing Officer deems appropriate and may each ask questions of the witnesses. The Hearing Officer may also ask questions of any witness, the student charged or the Student Conduct Administrator.
- e. Formal rules of evidence applied in courtroom proceedings do not apply in the hearing (e.g., California Evidence Code). All information that responsible persons are accustomed to rely upon in the conduct of serious affairs including

hearsay is considered. Unduly repetitive information may be excluded. The Hearing Officer bases his/her decision only on the information received at the hearing.

- f. The Hearing Officer makes an official audio recording of the hearing. S/he can have someone present to operate any equipment necessary to make the recording. The recording is the property of the university. No other recording of the hearing is permitted.
- g. If the student charged fails to appear at the hearing, the hearing proceeds without him/her. The decision, like every other hearing decision, must be based on the information presented. The student charged may not be found to have violated the Student Conduct Code solely because he/she failed to appear at the hearing.
- h. In cases involving a charge of sexual or physical misconduct, the alleged victim may be accompanied at the hearing by another person. This person is for support only, and is not permitted to participate in the hearing. Questions of the alleged victim are limited to the incident upon which the charge is based and the events surrounding that charge, and may not delve into past sexual behaviors of the alleged victim.
- i. The Hearing Officer is responsible for maintaining order during the hearing and makes whatever rulings are necessary to ensure a fair hearing. Abusive behavior is not tolerated. The Hearing Officer may eject or exclude anyone who refuses to be orderly, including the student charged.
- j. The Hearing Officer's decisions regarding procedural issues are final.
- k. Where there is more than one student charged arising out of a single occurrence, or related multiple occurrences, the Student Conduct Administrator and the students charged may agree to a single hearing for all of the students. A charged student may request consolidation of his/her case with others. The Student Conduct Administrator makes consolidation decisions, which are subject to review by the Hearing Officer and thereafter are final. The separation of one or more cases from a case previously set for a consolidated hearing shall not be considered to affect the other cases.
- l. At any time during the hearing, the student charged may waive the right to a hearing and accept the proposed sanction. Such a waiver must be in writing.

5. Standard of Proof and Recommendation of the Hearing Officer

- a. The Hearing Officer makes decisions only on information presented at the hearing. After the hearing the Hearing Officer makes findings of fact and conclusions about whether the information presented constitutes a violation of the Student Conduct Code. **The standard for the Hearing Officer's decision is whether the university's charge is sustained by a preponderance of the**

evidence. It is the university's burden to show that it is "more likely than not" that the student violated the Student Conduct Code.

- b. The Hearing Officer submits a written report of his/her findings and conclusions to the president, along with any appropriate recommended sanction. This report is submitted within ten working days after the hearing.

6. The Final Decision

- a. The president reviews the Hearing Officer's report and issues a final decision. The president may impose the sanction recommended, adopt a different sanction, reject sanctions altogether, or refer the matter back for further findings on specified issues. If the president adopts a more severe sanction than what is recommended by the Hearing Officer, the president must set forth the reasons in the final decision letter. The president's final decision letter is issued within five working days after receipt of the Hearing Officer's report.
- b. The president sends notice of his/her decision electronically to the charged student at the university assigned e-mail address linked to the account provided by the California State University (i.e., "xxx.edu.").
- c. Until June 30, 2010 the notice of decision is also sent by personal delivery or through traceable mail (e.g., certified mail) to the last address that student had on record with the university. After the decision has been sent the Hearing Officer's report is available for review by the student charged within a reasonable time upon request.

7. Notice to Victims of Crimes of Violence and Sex Offenses

In cases involving a "crime of violence" the university *may* notify the alleged victim(s) of the final results of a hearing as it relates to those charges regardless of whether or not the charges are sustained. (34 C.F.R. § 99.31 et seq.)¹ If the alleged victim of a "crime of violence" makes a written request for the results of the proceeding the university *must* provide the outcome of the proceeding related to that charge. Similarly, where the charge relates to a sexual assault the university *must* notify the alleged victim of the outcome of the proceeding (20 U.S.C. § 1092). This information is only given to the victim(s) and includes the name of the accused student, any violation alleged committed, and any sanction(s) imposed on that student (20 U.S.C. § 1232g).

ARTICLE V: SANCTIONS

1. The following sanctions may be imposed for violation of the Student Conduct Code:
 - a. Restitution - Compensation for loss, damages or injury. This may include appropriate service and/or monetary material replacement.

¹ A "crime of violence" includes: arson, assault offenses, burglary, criminal homicide (manslaughter by negligence), criminal homicide (murder and non-negligent manslaughter), destruction/damage/vandalism of property, kidnapping/abduction, robbery, and forcible and non-forcible sex offenses. 99 C.F.R. § 99.39.

- b. Loss of Financial Aid - Consistent with California Education Code Sections 69810 et seq., scholarships, loans, grants, fellowships and any other types of state financial aid given or guaranteed for the purposes of academic assistance can be conditioned, limited, cancelled or denied.
 - c. Educational and Remedial Sanctions - Assignments, such as work, research, essays, service to the university or the community, training, counseling, or other assignments intended to discourage a repeat of the misconduct or as deemed appropriate based upon the nature of the violation.
 - d. Denial of Access to Campus - A designated period of time during which the student is not permitted on university property or specified areas of campus. (*See California Penal Code § 626.2.*)
 - e. Disciplinary Probation - A designated period of time during which privileges of continuing in student status are conditioned upon future behavior. Conditions may include, for example, the potential loss of specified privileges to which a current student would otherwise be entitled, or the probability of more severe disciplinary sanctions if the student is found to violate any university rule during the probationary period.
 - f. Suspension - Separation of the student from CSU student status for a certain period of time, after which the student is eligible to reapply to the university. Conditions for readmission may be specified.
 - g. Expulsion - Permanent separation of the student from CSU student status from the California State University system.
 - h. Admission or Readmission - Admission or readmission to the California State University may be qualified, revoked or denied to any person found to have violated the Student Conduct Code.
2. **Multiple Sanctions**
More than one sanction may be imposed for a single violation.
3. **Good Standing**
A student is not considered to be in good standing for purposes of admission to the California State University while under a sanction of suspension, or expulsion, or while his or her admission or re-admission has been qualified (Section 40601 (g) of Title 5 of the California Code of Regulations).

4. Administrative Hold and Withholding a Degree

The university may place an administrative hold on registration transactions and release of records and transcripts of a student who has been sent a Notice of Hearing and may withhold awarding a degree otherwise earned until the completion of the process set forth in the Student Conduct Code, including the completion of all sanctions imposed.

5. Record of Discipline

Disciplinary Probation is entered on a student's transcript, with beginning and end date, for the period of time that the probation is in effect. Suspension is entered on the student's transcript, with beginning and end date, for the period of time that the suspension is in effect, but remains on the transcript permanently if the suspension is for longer than one academic year. Expulsion is entered on the student's transcript permanently along with the date it takes effect.

ARTICLE VI: INTERIM SUSPENSION

1. Grounds

A president may impose an interim suspension where there is reasonable cause to believe that separation of a student is necessary to protect the personal safety of persons within the university community, property of the university or to ensure the maintenance of order (Section 41302 of Title 5 of the California Code of Regulations).

2. Notice and Opportunity for Hearing

A student placed on interim suspension is given prompt notice of the charges pending against him or her as enumerated in Section 41301 of Title 5 of the California Code of Regulations and a factual description of the conduct alleged to form their basis. The opportunity for a hearing within ten working days of the imposition of the suspension is also required. (Section 41302 of Title 5 of the California Code of Regulations). Where a timely request is made, a hearing will be held to determine whether continued suspension is required to protect personal safety or property or to ensure the maintenance of order. This hearing may also serve as the disciplinary hearing in accordance with the procedures outlined in Article IV, provided that proper notice has been given. The hearing is conducted pursuant to the provisions of Article IV, Section 4 of these procedures. If the university proves that there is reasonable cause for the interim suspension to continue it shall remain in effect until the university closes the disciplinary matter, whether by settlement, final decision or dropped charges, but in no case longer than the president has determined is required to protect the personal safety of persons within the university community, property of the university or to ensure the maintenance of order.

3. Denial of Presence on Campus

During the period of an interim suspension, the student charged may not, without prior written permission from his/her campus president, enter any campus of the California State University other than to attend the hearing regarding the merits of his/her suspension. Violation of any condition of interim suspension shall be grounds for expulsion (Section 41302 of Title 5 of the California Code of Regulations).

ARTICLE VII: CONDUCT BY APPLICANTS FOR ADMISSION

Admission or readmission may be qualified, revoked or denied to any person who commits acts that would be the basis for disciplinary proceedings pursuant to these procedures. Qualified admission or denial of admission in such case shall be determined by a hearing held pursuant to Article IV of these procedures.


Charles B. Reed, Chancellor

Dated: August 3, 2009

Appendix G

Community Service and Service Learning in the California State University

Board of Trustees Resolution

March 2000

WHEREAS, The California State University has a tradition of such community-based activities as service learning and community service; and

WHEREAS, Governor Davis has called on the CSU to establish a community service requirement for CSU students; and

WHEREAS, The CSU endorses Governor Davis's interest in strengthening an ethic of service as an important part of undergraduate education; and

WHEREAS, CSU Monterey Bay already has a service-learning requirement for graduation and a number of individual academic departments and programs throughout the CSU currently require community service or service learning; and,

WHEREAS, the Academic Senate CSU, the California State Student Association, and the CSU Advisory Group on Community Service have carefully studied the pace of community service and service learning in the undergraduate-education experiences; now, therefore, be it

RESOLVED, By the trustees of the California State University, that the chancellor require each CSU president to ensure that all students have opportunities to participate in community service, service learning (deemed academically appropriate by faculty) or both; and, be it further

RESOLVED, That the Board of Trustees, through the chancellor, endorse campus efforts to make service an expectation, condition, or requirement for the undergraduate-education experience; and, be it further

RESOLVED, That the chancellor report to the Board of Trustees, on an annual basis, CSU's increasing efforts to provide these opportunities to all students.



The California State University

CENTER FOR COMMUNITY ENGAGEMENT

401 Golden Shore, 6th Floor, Long Beach, CA 90802-4210