

Risk Management in Experiential Learning at CSUF

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The Need for Risk Management in Experiential Learning

Because numerous claims have been made against universities, faculty, students and community organizations, it is imperative to implement rigorous risk management and mitigation measures and policies. Such measures include the gathering, retention and disclosure of important information to all parties involved in experiential learning, the utilization of formal agreements that define respective obligations, and a requirement that the learning site maintain a minimum amount of insurance coverage. A landmark case, involving the assault of a student leaving her internship, ended with the Florida Supreme Court ruling that the university failed to make reasonable efforts to determine what risks existed at the learning site and to inform the student of their findings¹. These failures resulted in a significant financial loss to the university, as well as damage to its reputation. Other potential consequences of such institutional negligence include, but are not limited to:

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

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

CSUF Risk Management Policy and Processes

Experiential learning at CSUF is governed by CSU Executive Order 1064 and the Chancellor's Office *Managing Risk in Service Learning* guide. CSUF University Policy Statements (UPS) 411.600 (for service learning) and 411.601 (for academic internships) interpret these documents and outline campus risk management policy concerning experiential learning. These campus policies require the implementation of risk mitigation processes including:

- Identification and communication of potential risks to students engaging in experiential learning opportunities
- The collection of emergency contact information from students prior to beginning an assignment
- The execution of a Learning Activity Placement Agreement (LAPA) by the learning site and University.
- The collection of signed release of liability and student acknowledgement from each student.
- Compliance with requirements that ensure that the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) is in place (including having a signed LAPA on file).

The UPS documents give departments the option to develop processes to manage these requirements or allow CICE to administer them on their behalf.

CICE Risk Management Processes

CICE has integrated risk management requirements into streamlined processes for students, learning sites and faculty.

- Information about potential risks is gathered from learning sites when they propose an experiential learning opportunity (academic internship or service learning) in Titan Connection. This information is analyzed by CICE staff and considered in the approval process. Proposals are referred to risk management as warranted and all reasonably potential risks identified on approved opportunities are communicated to students through the position description in Titan Connection and (when browsing for opportunities) and through the CICE Registration.
- CICE issues a LAPA to sites hosting CSUF students for unpaid experiential learning activities for which students will receive academic credit. CICE also routes signed LAPAs to Contracts and Procurement for signature and maintains

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

copies of all fully executed agreements. CICE does not approve experiential learning opportunities that do not have a fully executed LAPA on file.

- The CICE Registration Process, managed through the CalStateS4 system, includes collecting emergency contact information, a Release of Liability and applicable student consent forms.

Process Specifics for Risk Management

Registration (Titan Connection)

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

Supervision Restrictions

- Students engaged in unpaid academic internship or service-learning positions cannot be left alone for any amount of time with minors, elderly individuals or any other vulnerable populations. Supervision must be provided at all times. Please contact the CICE office on (657) 278-3746 if you wish to discuss this.
 - I affirm that CSUF students engaged in unpaid academic internship or service-learning positions will not be left alone for any amount of time with minors, elderly individuals or any other vulnerable populations.

Driving Restrictions

- CSUF students are permitted to drive as part of their duties for an academic internship or service-learning experience provided the host organization ensures adequate automobile liability insurance is provided to cover the student while driving as part of their duties.
- Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement.
 - I acknowledge the CSUF driving policy stated above and will ensure insurance is provided as required or refrain from including driving in the student's responsibilities.

Questions

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

- Will the student be working in an isolated location? (Specifically, an area beyond city and suburban borders that has a low number of people per square mile. An example would be a ranger station or a mountain rescue base. If you have any doubt as to whether your location is deemed remote then please use the space provided and explain the situation.)
- Will the student ever be required to work alone at night (between 6pm and 8am)?
- Will the student be working in a high-crime area?
- Will students be working with individuals who pose an elevated risk of harm or injury to them?
- Will the student be required to work with hazardous materials, heavy machinery or heavy equipment?
- Will the supervisor of the student(s) be working at a different location from the student?

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

Home-Based Organizations

Additional scrutiny is required when a learning site is home-based and requests that a student work at that location. If the student is not an employee of the site, these opportunities are usually declined. Only where the opportunity is so unique and

beneficial (either academically, vocationally or both) is it likely to be approved; however, risk management must first agree to such approval.

All home-based host sites (and any other organization) have the option to offer virtual or remote positions but must agree to and observe the following requirements:

1. All assigned duties and meetings must take place online using synchronous (i.e. Zoom, Skype, etc.) or asynchronous programs (i.e. email, Canvas, etc.). **INTERNS MAY NOT CONDUCT ANY ON-SITE ACTIVITIES WITH STAFF OR CLIENTS OR ANY OTHER TASKS THAT REQUIRE IN-PERSON CONTACT.**
2. Interns should receive a formal orientation by supervisor or appropriate staff member via synchronous video session (i.e. Zoom, Go2Meeting, etc.). Orientations may include one or a group of interns.
3. Interns should receive regularly scheduled debriefings and/or 1:1 feedback sessions with assigned supervisor via synchronous video or phone chat.
4. Supervisor should convey to the intern the anticipated number of hours accrued by the student for all primary work projects and activities

These terms are also listed in the Learning Activity Placement Agreement and agreed to as part of execution in the event that a host organization offers such an opportunity during the term of the agreement.

Learning Activity Placement Agreement

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

I. Learning Site's Responsibilities

B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with 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. Enter offered positions into University's Titan Connection system. Provide University and student with an accurate written description of the student's tasks and responsibilities as well as your expectations of the student. University will review all entries for academic credibility and risk management compliance before final approval by University.

E. If applicable, inform student of any background check, fingerprinting and/or tuberculosis test requirements you may have; obtain and maintain the confidentiality of any results as required by federal and state law

H. Notify University if learning activities are to occur in a personal residence or home; such arrangements must comply with the following and may not occur without prior written approval from University:

1. All meetings between Learning Site representatives and the student must take place in a public setting (such as a coffee shop) or using teleconferencing, e.g. Skype.
2. The student may work at a public site such as an event location.
3. The student may conduct interviews or client visits provided that the student is accompanied by an appropriate Learning Site representative.
4. The student will not enter your personal residence at any point during the internship period.

I. Ensure that University students do not enter a personal residence or place of business of any client or other entity served by or otherwise associated with Learning Site without being accompanied by an appropriate Learning Site representative.

J. Ensure that adequate automobile liability insurance is in place before permitting a student to drive as part of his/her duties under Agreement

K. Ensure that students are not left alone for any amount of time with minors, elderly individuals or any other vulnerable population and that supervision by an appropriate Learning Site representative of the students will be provided at all times.

II. University's Responsibilities

A. University will advise the student(s) of their responsibility to:

1. Participate in all training required by Learning Site.
2. Exhibit professional, ethical and appropriate behavior when at Learning Site.
4. Abide by Learning Site's rules and standards of conduct.
5. Maintain the confidentiality of Learning Site's proprietary information, records and information concerning its clients.

B. University will advise student that neither University nor 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 Learning Site.

C. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed Agreement.²

III. General Provisions

B. Learning Site and 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 Agreement. This paragraph will survive expiration or termination of 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.³

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

Student Registration

Learning Site Location and Emergency Contact Information

The CICE Registration includes a placement process where students identify the organization and position they will be engaged. This includes location information allowing CICE Staff to identify where students are placed. Additionally, students are required to submit contact information for two individuals close to them in the event there is an emergency. The importance of tracking this information has been underscored at CSUF several times already where emergencies occurred necessitating the identification of students who may be engaged in for credit activities at those locations. Examples are the 2011 earthquake in Japan and the 2015 San Bernardino attack.

Risk acknowledgement

Students sign the Release of Liability, Assumption of Risk and Promise not to Sue form as part of the CICE Registration process. By doing this, students agree to release CSUF from all liability stemming from their engagement and actions in their experiential learning activities for academic credit. Because we require this of students, it is critical that we ensure they are

² This stipulation relates to SAFECLIP coverage.

³ This stipulation relates to both the sites coverage and SAFECLIP. It is important that sites hosting CSUF students are adequately insured against liability claims stemming from students' actions while acting in the course of their experiential learning.

suitably appraised of any identified risks that engaging in an experiential learning opportunity may present to them so they can make informed decisions. Given that students always have the flexibility to choose where they engage in experiential learning it is appropriate that we require this form to be signed.

Student Participation Guidelines

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

Conclusion

Risk management requirements and related processes form an integral and streamlined part of experiential learning at CSUF. It is critical that faculty support CICE in maintaining these processes to ensure compliance, promote safe opportunities for our students and avoid costly legal actions that negatively impact all stakeholders. CICE can provide assistance to all faculty teaching experiential learning courses. If you have questions, are unsure about any of the processes involved in experiential learning risk management or need to refer a student for assistance, please email cice@fullerton.edu or call (657) 278-3746.