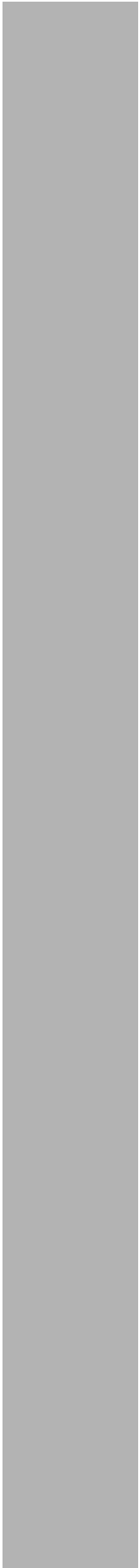


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## **Introduction**

### **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.

Over the past several years, the CSU has taken 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 1997, faculty and administrators from every CSU campus developed the CSU Strategic Plan for Community Service Learning. This plan articulated a primary goal of offering a service-learning experience to every CSU student. In 1998, the Office of Community Service Learning in the Chancellor's Office was created to provide leadership and coordination for CSU campuses as they develop and implement service-learning initiatives. Each of the CSU's 23 campuses has an office of community service learning 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. The full text of the Trustees' resolution can be found in Appendix C of this manual. As a result of this commitment and increased resources from the state, the CSU has seen tremendous growth in service learning in recent years.

## **Definition of Service Learning**

The following definitions provide important distinctions for this best practices manual, which is intended to cover the intricacies of risk management as they relate specifically to service learning. (The manual 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 directly 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**

The CSU has developed a systematic approach to managing risk exposures at CSU campuses. Each campus has a designated risk manager and all the campus managers meet quarterly as a group. In addition, the office of risk management in the Chancellor's Office has restructured the overall risk management program to be more collaborative. In 1996, special legislation was passed to permit the CSU as a state agency, and auxiliary organizations as separate nonprofit corporations, to create a quasi-public entity to establish and perform pooled group insurance and related risk management functions for the benefit of all who elect to join this entity and to participate.

Thus, on January 1, 1997, the California State University Risk Management Authority (CSURMA) was formed by the CSU and those qualified auxiliary organizations that joined with the intention of participating in the risk management programs to be offered by the Authority. CSURMA presently has several risk management programs in effect including:

### **Participation by CSU campuses:**

- ◆ Pooled Liability Program
- ◆ Pooled Workers' Compensation Program
- ◆ IDL/NDI/UI Program (Industrial Disability Leave/Non-Industrial Disability Insurance/Unemployment Insurance)

### **Participation by the auxiliary organizations:**

- ◆ Auxiliary Group Purchase Insurance Program (AGPIP)

### **Participation by both CSU campuses and auxiliary organizations:**

- ◆ Property Program
- ◆ Athletic Injury Medical Expense (AIME) Program

One of CSURMA's primary goals is to develop a forum for the auxiliary organizations and the CSU to develop strategies to streamline and integrate the risk management practices of the CSU system. While CSURMA was established to protect resources by providing broad coverage and quality risk management services that stabilize risk costs in a reliable, economical and beneficial manner, the risk managers also work to ensure safe campus practices that protect CSU students, faculty and staff. Therefore, articulating and implementing policies and procedures to prevent risk are important aspects of risk management.



## Risk Management in Service Learning

The CSU is a national leader in service learning, offering more than 1,600 service-learning courses to more than 51,000 CSU students. In the coming years, the CSU will be creating hundreds of courses with new service-learning components, involving an estimated 6,600 additional students each year in service learning. By 2003-2004, the CSU must ensure that 15 percent of the student body participates in service-learning courses. As a part of this leadership and because of the large numbers of students enrolled in service-learning courses, in 2001 service-learning directors and faculty members from across the system began to ask about risk management issues as they pertained to service-learning placements. In April 2001, a systemwide meeting brought together risk managers and service-learning directors from many CSU campuses to discuss how to manage risk in service learning. The meeting participants recommended the development of three working groups to further discuss and investigate the questions and challenges that were raised.

### Working Groups

When the call to participate went out to campuses in spring 2001, over 25 people responded with interest in one of the three working groups (referenced in Appendix D).

**Student-focused working group** (comprised of campus risk managers, staff from student auxiliary groups, internship program coordinators, service-learning directors and faculty members):

This group looked at the issues from different perspectives, and took into account the impact that risk management forms and policies would have on service-learning students and faculty. The forms worked on by this group include the *Learning Plan*, the *Orientation Checklist*, and *Service Logs*, as well as the review of other forms such as the *Service-Learning Agreement* and the *Checklist for Community-Based Organization Visit*.



**Community-based organization-focused working group** (made up of campus risk managers, community partnership coordinators, contracts and procurement officers, and service-learning directors):

This group's main task was to develop a *Service-Learning Agreement* that was acceptable to the university contracts and procurement office, the risk manager, the service-learning office, the service-learning faculty member and the community-based organization. The desire to create reciprocal partnerships with the community was kept in mind as the draft agreement was reviewed and revised. After extensive changes and discussion, the *Service-Learning Agreement* in this manual enables each campus to streamline the partnership process and allows for amendments when necessary to accommodate a specific service-learning placement. This group also developed the *Checklist for Community-Based Organization Visit*, which presents the questions to ask during an initial meeting with a potential partner. This checklist raises the questions that will help to write the *Service-Learning Agreement*, *Learning Plan* and *Orientation Checklist*, and is intended to allow for open and honest discussion about the shared responsibility of providing safe and meaningful service-learning opportunities for CSU students.



**Fingerprinting and background check working group** (consisted of campus risk managers, Chancellor's Office risk management staff, community partnership coordinators, service-learning directors and office of general counsel representatives):

The group conducted extensive research into the laws and policies that govern the need to have volunteers fingerprinted. The importance of understanding this issue lies in the desire to provide community-based organizations with service-learners who will be able to serve without endangering the organization's clients. The group discovered that the issues are very complex and the legislation even more so. After the second meeting in spring 2002, a long list of "on-going research" was compiled. The fingerprinting and background check portion of this manual is an explanation of the legal information that each campus must consider in regard to the fingerprinting of service-learning students.

## The Research Process

Each of the three groups met twice:

In fall 2001, the groups posed questions about risk management, and developed forms and checklists to help answer the questions. Afterward, a consultant was hired to lead the work of these groups. Each group divided up its work and researched possible solutions. In the Chancellor's Office, the community service-learning staff helped conduct the research that was required at the systemwide level with the office of general counsel, and the systemwide risk management staff.

In April 2002, each group reviewed the forms that had been developed, and recommended the way each form be used and by whom. The groups also discussed how each tool would help to manage risk while continuing to provide quality service-learning opportunities.

The research conducted with general counsel included a discussion of the ways this manual must meet university regulations, and how current, related policies could be integrated into this manual. Items such as the *Service-Learning Agreement*, the writing of indemnification clauses, and the recommendations for working with community-based organizations that require fingerprinting and background checks for their volunteers were developed with input from general counsel. The office of risk management at the systemwide level reviewed all the recommendations and best practices contained in this manual.

If you question the recommendations in this manual as they relate to other types of experiential education or community service (non-service learning), please have a conversation with your risk manager.

The end product is this manual, a best practices guide for managing risk in service learning. The following pages contain forms, checklists, and descriptions that can be used to help build new service-learning partnerships with community-based organizations, examine existing partnerships, and create positive, safe, out-of-classroom learning experiences for all service-learning students. A flow chart was created to walk the reader through the risk management process in a logical order. Designed to work together, the segments contained in this manual can also be used independently in instances where parts of the process are already underway on a campus. As the CSU moves closer to providing service-learning opportunities for all its students, this manual can serve as a guide to the necessary steps in creating new opportunities. Taking into account numerous perspectives, this manual's intent is to represent everyone's best interest.

This manual is primarily to be used by service-learning directors, community partnership coordinators and service-learning faculty on CSU campuses. While some information will apply to other types of experiential education and community service, this manual 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, but this manual is not intended to be all-inclusive. If you question the recommendations in this manual 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

The following guiding principles are considered best practices throughout the field and apply to all the parties involved in service-learning experiences: service-learning staff, faculty members, community-based organizations and service-learning students. Since each service-learning course is different, these guidelines are not intended to be all encompassing. However, these do's and don'ts 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 a university risk manager.) The intent of these guidelines is not to prohibit service-learning experiences, but rather, to provide best practices that allow for safe and positive service environments where the risk and liability have been minimized.

The “Do’s” help to create a risk-reduced service-learning situation. The “Don’ts” provide limitations that reduce the amount of risk and liability exposure for individual faculty members, students, the university and community-based organizations.

### For Service-Learning Staff and Faculty

**DO** 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*, pages 33-34.)

**DO** discuss *Learning Plans* with students so they fully understand their responsibilities, learning objectives and service objectives, and are informed of the risks associated with their service-learning placements. Students should sign the *Learning Plan*, and have their site supervisor(s) and faculty member review and sign it as well. (See *Learning Plan*, pages 35-38.)

**DO** build a working relationship with your risk manager and contracts and procurement officer.

**DO** be aware that special insurance policies for professional coverage are available for specific students and programs (i.e. nursing, social work).

**DO** conduct site reviews before, during and after a service-learning course is offered.

**DO** 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.

**DO** 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.

**DO** offer alternative placements and/or opportunities for students in service-learning courses to avoid potential risks. **DO** meet the special safety needs of any student.

**DO** be aware that there are state and federal regulations regarding fingerprinting and background checks for those students whose service-learning placements are in organizations that works with children, the elderly, or persons with disabilities. (See additional details, pages 43-44.)

**DO** know when each student is scheduled to provide service and be able to verify that the student did provide the service at the community-based organization site. This will help to determine who holds liability for student behavior or student injury at any given time. (See *Service Logs*, pages 39-42.)

**DO** know where emergency contact information for students is kept, and what the procedures are at the university and at the community-based organization site if an emergency occurs. If the community-based organization 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** arrange travel for students. Liability is greatly recuded if students are responsible for their own transportation.

**DON'T** assume that students are automatically covered for liability through the university or community-based organization when they enroll in courses and participate in service-learning activities. (See *Service-Learning Agreement*, pages 23-31.)

**DON'T** assume that campus and site orientations are consistent; they vary among courses, campuses, departments and community-based organizations. (See *Orientation Checklist*, pages 33-34.)

**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 39-42.)

**DON'T** assume that students are aware of such issues as liability or sexual harassment policies. Both campus and site orientations are necessary to familiarize students with any potential risks involved with service-learning activities. (See *Orientation Checklist*, pages 33-34.)

**DON'T** assume that student fees will automatically absorb incidental costs for fingerprinting and background checks, or that the community-based organization will pay these fees. They can be an additional financial burden for a particular placement. (See *Fingerprinting and Background Checks*, pages 43-44.)

**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

**DO** include a description of the service as an expressed goal.

**DO** include a description of the nature of the service placement and/or project.

**DO** specify the roles and responsibilities of students in the placement and/or service project.

**DO** 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.

**DO** include time requirements (how many hours total/per week/per term).

**DO** include community-based organization contact information.

**DO** identify the needs of the community that will be met through this service placement.

**DO** explain how students will be expected to demonstrate what they have learned in the placement, such as journals, term papers, and in-class presentations.

**DO** include an explanation of what will be evaluated and how it will be evaluated. (In terms of the course grade).

**DO** explain how the course assignments link the service-learning placement to the course content.

**DO** 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 *Learning Plan*, pages 35-38.)

**DO** explain, if appropriate, the expectations for the public dissemination of the students' work.

**DON'T** distribute a syllabus that doesn't clearly explain or define the service-learning goals, objectives, criteria and requirements.

**DON'T** wait until the beginning of the quarter/semester to determine with which community-based organization to partner. Plan ahead.

**DON'T** allow students to randomly select their sites for service-learning placements.

**DON'T** allow students 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)

**DO** participate in orientation for your service-learning experience.

**DO** make sure you know whom to contact at the site and at the university in case of an emergency.

**DO** make sure you know how to exit your service site in case of an emergency.

**DO** ask for help from your supervisor or another staff member at your service site when in doubt.

**DO** be punctual and responsible in completing your commitment to the service site.

**DO** call your site supervisor if you know you will be late or not able to come in at all.

**DO** keep all information about clients you work with confidential.

**DO** show respect for your service site, its staff, and its clients.

**DO** be aware that you are representing your university.

**DO** know that if you are having trouble at your service site, you can talk with your faculty member about it.

**DO** sign-in at your service 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 (See *Service Logs*, pages 39-42.)

**DO** know that you can request an alternative service site if you are not comfortable with your current site.

**DON'T** report to your service 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.

**DON'T** tolerate verbal exchange of a sexual nature or engage in behavior that might be perceived as sexual with a client or community-based organization representative.

**DON'T** tolerate verbal exchange 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.

**DO** know that if you are having trouble at your service site, you can talk with your faculty member about it.

## For Community-Based Organizations

**DO** thoroughly review the *Service-Learning Agreement* to understand the roles and responsibilities of all parties. (See *Service-Learning Agreement*, pages 23-31.)

**DO** ensure that service learners comply with any legal requirements for background checks.

**DO** assign a supervisor for service learners at your site.

**DO** 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.

**DO** 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 39-42.)

**DO** communicate with university representatives if your organization is experiencing a difficult time with a service learner.

**DO** ensure that you have contact information for a representative at the university, in case problems arise, or accidents happen.



**DO** ensure that you have emergency contact information for service learners.

**DO** ask for a copy of the syllabus that a faculty member gives to the service learners.

**DO** review and sign each student's *Learning Plan* to ensure that you can help the students meet their service-learning objectives. (See *Learning Plan*, pages 35-38.)

**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 as volunteers, or beyond their scope of work, as outlined in the *Service-Learning Agreement*. (See *Service-Learning Agreement*, pages 23-31.)



## **Process for Implementation**

The following pages outline a process, which includes several tools, for service-learning directors on CSU campuses to use in order to implement service-learning experiences that adhere to the guiding principles previously stated on pages 8-12.

## Process for Implementing the Risk Management Tools

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 page 17 outlines the process of creating a placement for a service-learning course.

The first step is to become familiar with the “Guiding Principles to Reduce Risk in Service Learning” (pages 8-12), which model the philosophies of service learning, and ensure that the best interests of the student, faculty member, community-based organization and university are taken into account. While familiarizing yourself with the guiding principles, take time to build a relationship with your university risk manager. Your risk manager can help you assess the risk involved with any service-learning placement and decide 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 as safe, healthful and fulfilling as it can be for all parties involved.



After building a working relationship with your risk manager and contracts officer you can begin creating a new partnership with a community-based organization. Before meeting with the community-based organization for the first time you should check with your contracts and procurement office to determine if any legal relationship already exists with this community-based organization. If any 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.

The *Checklist for Community-Based Organization Visit* (pages 19-20) presents the questions that a service-learning director, community partnerships coordinator, or faculty member should consider when talking for the first time with a community-based organization. After this initial meeting, the service-learning director, partnerships coordinator, or faculty member should have all the information necessary to draft the *Service-Learning Agreement* (pages 23-31). The agreement as laid out in this manual allows for the specifics of the partnership to be added, without making changes to the parts that must remain constant for legal and practical risk management reasons. (The electronic form of the agreement allows you to make changes to certain parts of the agreement, but keeps other segments constant and unchangeable.) You should make sure that the contracts officer on your campus has approved the form as it appears in this manual. There may be campus-specific changes that need to be made. 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. After developing the *Service-Learning Agreement*, you can take it back to the community-based organization, allowing the organization time to look it over and recommend any amendments. If no amendments are necessary, the service-learning director can sign the agreement, and move to the next step in the process.

If changes to the “non-changeable” language of the agreement are suggested, the service-learning director will need to have a conversation with the risk manager. The risk manager can conduct a risk assessment, and determine if the suggested changes are acceptable and the risks are manageable. When the risk manager, the service-learning director and the community-based organization deem the agreement acceptable, the risk manager should sign the amended agreement along with the service-learning director. This added signature ensures that the risk manager is aware of all additional risks that may be assumed in this partnership. The *Service-Learning Agreement* is negotiable, and should be negotiated in a way that promotes open and reciprocal community partnerships. Each campus can determine the best way to negotiate a *Service-Learning Agreement*, but the risk manager and/or contracts officer must be involved any time an amendment is made to the “non-changeable” language.

After the university and the community-based organization have agreed on and signed the *Service-Learning Agreement*, another meeting should occur that includes the faculty member who will be using this community-based organization for his or her service-learning course requirement. At this meeting, service-learning placement specifics can be ironed out. The logistical information and orientation requirements should be discussed so that all the items on the *Orientation Checklist* (pages 33-34) can be covered during the student orientation(s) that occur(s) prior to service. Also, the *Community-Based Organization Sign-In Sheet* (page 40) should be discussed with the community-based organization at this meeting. If the organization already uses a similar tool, the university should request that it receives copies of the sign-in sheets that have been signed by a site supervisor. If the community-based organization does not use a similar form, as a best practice 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 community-based organization, the faculty member should develop a comprehensive student orientation.

Students should be 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 community-based organization to participate in the orientation process. Also, the community-based organization 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.

The *Service-Learning Agreement* is negotiable, and should be negotiated in a way that promotes open and reciprocal community partnerships.

While faculty members develop the student orientation, they should also create the *Learning Plan* (pages 35-38), which is a teaching and risk management tool. As a best practice, students should be given a *Learning Plan* so they have the opportunity to verbalize their service and learning objectives with the placement. As a risk management tool, the *Learning Plan* ensures that the student has been made aware of the guidelines and limitations for service learning, and that the risks associated with the service-learning placement have been read, discussed and understood. The student's signature on the third page of the *Learning Plan*, and his or her initials on the first two pages, gives the university the assurance that the student is aware of what is involved in the service-learning placement.

The faculty member should discuss the *Learning Plan* with the students, make sure each student has his or her site supervisor review and sign it, and then have the student return the plan to the faculty member to review and sign as well. Faculty members should keep a copy of the *Learning Plan* so that students' learning and service objectives can be referenced during reflection exercises.

At the same time that *Learning Plans* are distributed to students and an orientation occurs, the faculty member should distribute the *Student Tracking Sheet* (page 42). This helps students track their hours of service and gives the faculty members a way to check the progress of the students' service. (The faculty member should collect at least two separate student-tracking sheets from each student during the term of service.)

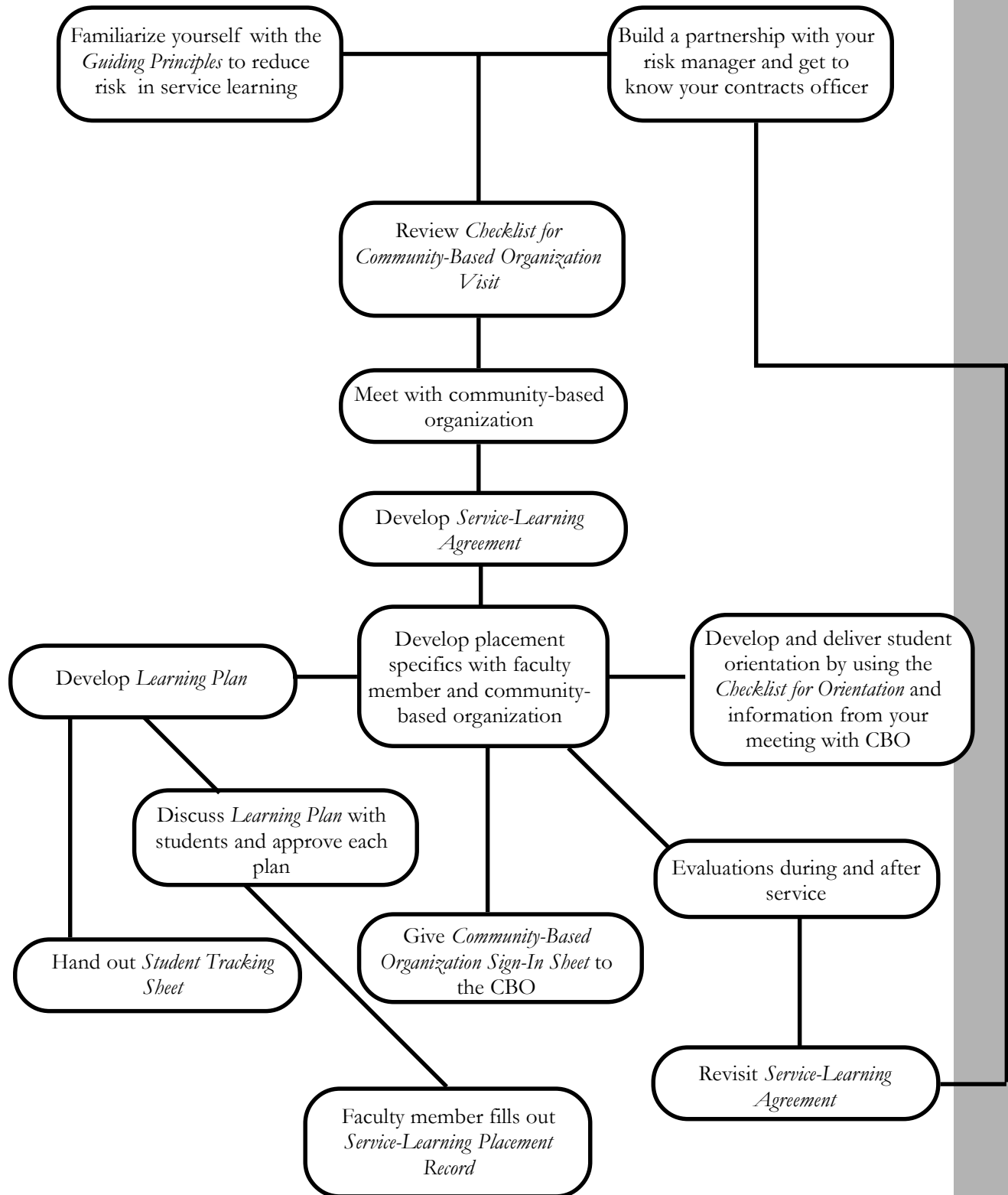
After reviewing all the students' *Learning Plans*, the faculty member should fill out the *Service-Learning Placement Record* (page 41). This record provides the university with the information it needs to have on file in any case where the university may need to determine which students were placed 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.)

As a risk management tool, the *Learning Plan* ensures that the student has been made aware of the guidelines and limitations for service learning, and that the risks associated with the service-learning placement have been read, discussed and understood.

An ongoing aspect of the risk management process is evaluation. During the visit with the community-based organization director or site supervisor, evaluations should be discussed. The timeliness of evaluations can be specified in the *Service-Learning Agreement*, or through an understanding between the parties requesting evaluations. Evaluations from students, site supervisors and faculty members will be valuable when the service-learning office is determining the ongoing nature of service-learning partnerships with particular community-based organizations. When evaluations are collected and processed, the service-learning office, faculty member and risk manager can revisit the desirability of renewing the *Service-Learning Agreement* with any particular community-based organization.

## Managing Risk in Service Learning

### Flow Chart for New Service-Learning Placements



# **Tools**

**Checklist for Community-Based Organization Visit**

**Service-Learning Agreement**

**Orientation Checklist**

**Learning Plan**

**Service Logs**

- a. **Community-Based Organization Sign-In Sheet**
- b. **Service-Learning Placement Record**
- c. **Student Tracking Sheet**

## Community-Based Organization Visit

The *Checklist for Community-Based Organization Visit* is intended for use by faculty members, service-learning directors, or community partnership coordinators when a new partnership with a community-based organization is being formed. A service-learning office representative and, if possible, the faculty member interested in the partnership for the service-learning requirement, should meet with the community-based organization's representative. Preferably this meeting is held at the site where the service activities will occur.

Covering everything from simple logistics to written volunteer policies, the checklist provides the questions you should ask the community-based organization representative prior to engaging in a *Service-Learning Agreement*. Before the meeting occurs, review the checklist to ensure you understand each question and know what to do if the answer you receive to any question is prohibitive to placing service-learning students at that site. You should review the *Service-Learning Agreement* before you meet with the community-based organization, so that you are clear about all aspects of the agreement that the community-based organization representative may ask about. (Your risk manager should be able to answer any questions.)



At the meeting, as the checklist questions are answered, you will gain a clear understanding of which party is taking responsibility for each aspect of the service-learning placement. This process allows for open communication among partners, and creates an environment of trust and

mutual accountability. After this initial meeting, you can draft the *Service-Learning Agreement*, according to the agreement format and explanation provided on pages 22-31 of this manual.

## Checklist for Community-Based Organization Visit

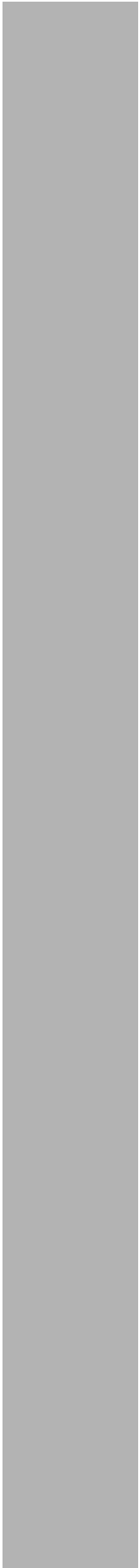
<input type="checkbox"/> <b>Arrange an In-Person Site Visit</b>	SLO and faculty
<input type="checkbox"/> <b>Discuss the service-learning objectives of this placement</b>	SLO and faculty
<input type="checkbox"/> <b>Talk about the mission of the community-based organization (CBO) and share the university's and service-learning office's missions</b>	SLO and faculty
<input type="checkbox"/> <b>Discuss the nature of the service-learning placement</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> How many students will be placed?</li> <li><input type="checkbox"/> How will their schedules be determined?</li> <li><input type="checkbox"/> How will their work fit in with their academic objectives? What will students learn that they can apply to their academic discipline(s)?</li> <li><input type="checkbox"/> What role should the SLO play in orientation before students are placed? What orientation does the CBO provide?</li> <li><input type="checkbox"/> Who will supervise students? How can this person be contacted? Is there a back-up supervisor? Who should students call if they will be absent or late?</li> <li><input type="checkbox"/> Do students need fingerprinting or background checks? Any certification? Who will pay for this?</li> </ul>	<p>Conversation between SLO, faculty member and CBO. Ideally, the executive director as well as anyone who will supervise students should participate in this meeting.</p>
<input type="checkbox"/> <b>Logistics</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> What will students need to do to check in at the site?</li> <li><input type="checkbox"/> How will students track their hours at the site?</li> <li><input type="checkbox"/> What type of clothing should students wear? (i.e., closed-toed shoes, professional dress, casual dress)</li> <li><input type="checkbox"/> Where should students park? Where are the closest bus and train stops?</li> <li><input type="checkbox"/> What hours of the day can students volunteer?</li> <li><input type="checkbox"/> What training would the CBO like the students to have prior to them being placed? Can the SLO provide this? Where? When?</li> <li><input type="checkbox"/> Will the students meet with their site supervisor prior to their first day of service?</li> <li><input type="checkbox"/> Where will the students work? Are they provided with computers or other materials they will need? Will students be asked to bring any materials with them?</li> <li><input type="checkbox"/> Will students be reimbursed for anything? Mileage? Purchases?</li> <li><input type="checkbox"/> Will the students be driving a company car? Verify CBO insurance coverage and obtain a copy for your file.</li> <li><input type="checkbox"/> Will the students be asked to become official volunteers of the CBO? Will they be asked to sign a waiver or fill out any other forms?</li> <li><input type="checkbox"/> Who should the university contact at the CBO in case of an emergency? Who should they recommend the CBO contact at the university?</li> </ul>	<p>SLO should obtain all the information it needs in order to provide a comprehensive training/orientation for students.</p> <p>The CBO may also request that the students go through on-site training, or have specific training prior to their service.</p>

SLO = Service-Learning Office  
 SLD = Service-Learning Director  
 CPC = Community Partnerships Coordinator  
 CBO = Community-Based Organization



<p><b>☐ Risk Identification</b></p> <ul style="list-style-type: none"> <li>☐ Does the CBO provide a safety orientation?</li> <li>☐ Will students ever work unsupervised with clients?</li> <li>☐ Will the CBO request emergency contact information? How will it be used? If requested, SLO should have a copy. If the CBO is not collecting the information, the University should.</li> <li>☐ Will the CBO cover liability insurance? Workers' Compensation insurance? Does the CBO have any other types of insurances for volunteers? How will the students be covered?</li> <li>☐ Outline the specific risks involved in this placement. Are there any risks inherent to the community?</li> <li>☐ Discuss how all of this information will be incorporated into the <i>Service-Learning Agreement</i>.</li> </ul>	<p>Once the nature of the SL placement is clear, the risks of these placements should be specifically taken into consideration.</p> <p>SLO should collect any forms or information the CBO will be giving students, and keep those forms on file at the university.</p>
<p><b>☐ Tour of Site</b></p> <ul style="list-style-type: none"> <li>☐ CBO should give the university staff and/or faculty member a tour of any facilities or sites in which service-learning students will be working.</li> <li>☐ CBO should introduce SLD/CPC to any staff members who will supervise students, or work directly with students.</li> <li>☐ SLD/CPC should be looking for any potentially risky situations and CBO should bring any risk factors to the attention of the SLD/CPC.</li> </ul>	<p>This is an important step so that the SLO and faculty member can see the situation their students will be working in, and ask any questions that may come up as they see the facilities. The risk manager can give you a list of "things to look for".</p>
<p><b>☐ Evaluations</b></p> <ul style="list-style-type: none"> <li>☐ What evaluations/surveys will be requested? By whom? Filled out by whom?</li> <li>☐ At what times throughout the service experience will surveys/evaluations be requested?</li> <li>☐ How will the information from the surveys be used in the future?</li> </ul>	<p>SLO and faculty member should explain why they are collecting evaluations, and ask if there are any that the CBO would like to have completed.</p>
<p><b>☐ Privacy Rights</b></p> <ul style="list-style-type: none"> <li>☐ Are students allowed to take pictures or video?</li> <li>☐ What specific policies apply to the clients served?</li> </ul>	<p>Faculty should inform CBO of any research or writing that students will be asked to do that may pertain to clients.</p>
<p><b>☐ Preparing All Signed Forms and Agreements</b></p>	
<p><b>☐ Service-Learning Agreement (SLA)</b></p> <ul style="list-style-type: none"> <li>☐ Should include all aspects of the partnership that were discussed about during the site visit.</li> <li>☐ Must be signed by the contracts and procurement office at the university, or another authorized signatory for creating a partnership with the university.</li> </ul>	<p>The SLO should format the <i>SLA</i> and have the contracts and procurement officer or other authorized signatory sign off, then discuss the <i>SLA</i> with the CBO. If aspects of the <i>SLA</i> need to be renegotiated, try to include all parties. Renegotiation is always possible. Try to find the best way to allow the placement to occur while also managing as much risk as possible.</p>
<p><b>☐ Learning Plan</b></p> <ul style="list-style-type: none"> <li>☐ Because the <i>Learning Plan</i> is referenced in the <i>Service-Learning Agreement</i>, aspects of the students' scope of work and nature of placement should be included here.</li> </ul>	

SLO = Service-Learning Office  
SLD = Service-Learning Director  
CPC = Community Partnerships Coordinator  
CBO = Community-Based Organization



## Creating a Service-Learning Agreement

The *Service-Learning Agreement* (SLA) on pages 29-31 contains the language commonly used for this type of agreement. While parts of the *SLA* are adaptable for each service-learning placement (referenced in gray text), amendments and changes to any black or bolded text **must** be discussed with your risk manager and/or contracts and procurement officer before entering into such an agreement with any community-based organization. Prior to discussing any agreement, talk with your contracts and procurement officer and risk manager to ensure that the agreement you intend to use is acceptable and that their office understands the unique nature of service-learning relationships. While the agreement in this manual will work for most placements, there are areas that may need to be more specific, or attachments that should be included, in order for complete understanding of a specific placement. Some community-based organizations may have an agreement that they are required to use by their general counsel. If this is the case, you will need to consult with university general counsel, and an agreement can be reached that meets both parties' needs.

**This agreement is intended for use with service-learning placements, and may not cover all the specifics that are required for other types of experiential education that the university may engage in with this community-based organization through other departments or initiatives.**

One of the most important liability issues contained in this agreement is the segment describing workers' compensation and liability coverage (*General Provisions* of the *SLA*, page 31). It is recommended that, whenever possible, the community-based organization cover the service-learning students under their own insurance policies. The community-based organization is receiving the benefit of the student work and is in control of the work environment where the students are performing service, and therefore, they should assume liability and workers' compensation responsibility. Executive Order 829 (California State University Insurance Requirements) requires that community-based organizations with whom the university partners, must have a minimum level of liability insurance:

*EO 829 - Page 6 - Placement Agreements* - "These agreements typically provide for students to be placed with other agencies or institutions for course-required work experience. Student placement agreements must be in writing and shall specify minimum insurance requirements applicable to the contracting parties and appropriate hold harmless provisions based upon the need of the contracting parties."

This is referenced in the general provisions of the *SLA*. If a situation exists where the community-based organization cannot cover workers' compensation and/or liability insurance, according to Human Resources Memo 2001-38, the university may be able to cover service-learning students as CSU volunteers, thus providing workers' compensation coverage:

*HR Memo 2001-38 - Page 3 - Service-Learning Students* - "CSU students who provide service in connection with an academic course or program may be a type of CSU volunteer in certain circumstances.

Most community-based organizations are required to carry liability insurance to cover their volunteers. It is not a legal requirement to cover volunteers under their workers' compensation policy. If the community-based organization cannot cover workers' compensation, you must discuss with your risk manager if the risks associated with this placement can be effectively managed, and if the service and learning experiences are valuable enough to warrant the university assuming this liability. While this should not be a barrier to a service-learning placement, it does mean that the university must be consulted about the scope of student work, and make an effort to ensure that the site is appropriately managed and that students are adequately trained and supervised. **In this case, the university must also collect a minimum amount of information from each student prior to his or her placement.** The required information is located on page 4 of Human Resources Memo 2001-38 (Appendix B), and is essentially all the necessary emergency contact information the university would need if a student were to be injured at the service site. Your risk manager will be able to help you modify the *SLA* and its general provisions in such a way that the CSU is assuming coverage, while still holding the community-based organization responsible for any situations in which they were negligent. Changes will include a restatement of the *Insurance Requirements* and *Status of Students*.

In most cases, the other general provisions will not require amendment. However, if a community-based organization would like to amend the general provisions or any other part of the *SLA*, you **must** have a conversation with your risk manager to determine what is and is not acceptable. Service-learning directors and individual faculty members are not authorized to sign the *SLA* without prior approval from the contracts officer or his or her designee on the campus. The contracts office on your campus may or may not designate a risk manager or service-learning director to sign these agreements. Always consult the contracts office if you are unsure of where the authority lies.

Executive Order 829 details the risk assessment that a risk manager must conduct to determine the level of insurance required, and the amount of risk that is being assumed with any type of agreement or partnership. This risk assessment should be conducted during the community-based organization visit prior to setting up the *SLA*, and can be conducted by the faculty member or service-learning director. (See *Checklist for Community-Based Organization Visit*, pages 19-20). The risk assessment below can be used for any service-learning placement to determine the university's willingness to classify service-learning students as "CSU Volunteers," as well as to set minimum insurance levels for the agreement:

#### E.O. 829 - Page 1 - Risk Identification and Evaluation

*Questions that should be considered in determining what risks and subsequent losses could arise from the activities contemplated under the contract should include, among others, the following:*

- 1. What activities will take place?*
- 2. Who could be harmed?*
- 3. What property could be damaged and how severely?*
- 4. What is the maximum likely loss for each activity?*
- 5. Is there a possible pollution exposure?*
- 6. Are crowds or bystanders/passersby likely to be involved?*
- 7. Will inherently dangerous activities be involved?*
- 8. How likely is it that the University will be a defendant in the event of a loss?*

*After consideration of these factors, the campus may amend the standard practices described herein to use either higher or lower limits.*

Before writing a *SLA*, you should check with your contracts and procurement office to determine if any partnership already exists with this community-based organization. If any agreement already exists, then a conversation should occur with a contracts and procurement 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.

The information you need in order to write this agreement should have been discussed in your meeting with the community-based organization representative, as you went through your *Checklist for Community-Based Organization Visits*. It is a best practice to familiarize yourself with the *SLA* prior to your first meeting with the community-based organization, so if there are specific questions you need answered by your risk manager, you will have those answers prior to meeting with the community-based organization representative.

## Understanding the Service-Learning Agreement

### I. Statement of Purpose

A. **Statement of Purpose** – This describes the reasons the university is entering into this agreement with the community-based organization. The goal to institutionalize service learning on all the CSU campuses can be referenced in this section, as well as any campus-specific dedication to providing meaningful service-learning opportunities for students.

B. This section will explicitly explain the reciprocal nature of service-learning placements. You need to explain how the community-based organization will help the university meet its goals and objectives through a service-learning partnership, as well as how the university will help the community-based organization to achieve its goals and objectives.

### II. Priorities

A. **Program Activities** – This is the opportunity to be more specific about the scope of work that service-learning students will engage in with the community-based organization. The clearer the scope of work, the less room there is for future liability. The *Learning Plan* is referenced in this section to make clear the way that all the pieces of this process tie in together, and communicate the same message to students, community-based organization supervisors, faculty members and service-learning staff. This section can also be formatted to meet the needs of an organization that uses service-learning students from multiple courses. A “Scope of Work” for each class can be referenced in this section, and attached to the signed document.

B. **Safe and Productive Environment** – Check the community-based organization’s policies and safety regulations regarding a safe environment. This section should include the ways the university will ensure, through either faculty or staff, that the students will have an orientation regarding their community experiences and be held accountable for their behaviors and actions while working at the community-based organization site. While not all service-learning placements require fingerprinting, it is recommended to stipulate in the agreement that the community-based organization is responsible for conducting any required background checks. As a rule of thumb, if the placement involves any work or contact with minors, the elderly or people with disabilities, some level of background check should occur.

### III. Structure and Support of Service-Learning Student

**A. Community-Based Organization** - This ensures that the community-based organization's intent is to provide the student with a positive and meaningful service experience.

**1. Site Supervisor** - The site supervisor and secondary site supervisor are named here. The amount of support the university would like the community-based organization to provide students should be specifically outlined. Also, the site supervisor and faculty member or service-learning director should meet throughout the term of the service-learning placement, and this section should detail the frequency and nature of those meetings.

**2. Training and Orientation** - Outline the specific training and orientation requirements of the community-based organization as well as who will provide the necessary trainings and orientations for the students. This information will come from your meeting with the community-based organization representative.

**3. Workspace** - The community-based organization should ensure that the students who are placed at its site for service learning have the appropriate workspace and equipment to provide meaningful service. Students should not be asked to use their own personal computers or any other personally owned equipment or supplies.

**4. Evaluation** - Specify any evaluations the community-based organization will be responsible for completing.

**B. University** - The specific course that students are being assigned from, as well as the specific program or programs that the students will be providing service for, should be named in this section. If more than one course is participating in service-learning activities at this site, they should all be referenced in this section, however, the specific details that relate only to one course or another can be contained in an attachment and referenced as such.

**1. Training and Reflection** - An on-campus service-learning orientation for students prior to going out into the community, as well as ongoing reflection opportunities, are considered best practices. By saying UNIVERSITY in this section, it implies any "agent" of the university (i.e. staff or faculty).

**2. Supervision and Accountability** - A university representative must ultimately be responsible for ensuring a positive partnership with each community-based organization. (The representative can be a different person at each campus and/or in each *SLA* if an individual faculty member is named.) Because each campus has a service-learning office, it is considered a best practice for the service-learning director or his/her designee to ultimately be responsible for ensuring positive partnerships by working with all the parties involved in each partnership. The ways that these responsibilities are delegated vary and are determined by each campus.

### IV. Length of Agreement Term

**A. Initial Term** - The length and term of the original agreement is very important from a risk management standpoint. This sets the time frame for the partnership and removes liability exposure for incidents that occur outside of the term.

**B. Renewal Process** - Since many community-based organizations will be used for more than one service-learning placement, there is the opportunity to renew the partnership instead of creating an entirely new agreement.

## Signatures

The person(s) authorized to sign agreements of this nature must be agreed upon and designated at the campus level. If an agreement includes a financial implication (where the university is classifying the service-learning students as CSU volunteers), the contracts and procurement office must at least review the agreement. Contracts officers can designate risk managers or service-learning directors to sign *Service-Learning Agreements*, but changes cannot be made without prior approval.

Community-based organizations should also have a specific person(s) who can sign legally binding agreements. Faculty members are not generally authorized to sign this agreement.

## General Provisions

**Indemnification** - This is common cross-indemnification language and has been approved by the CSU Office of General Counsel. If the university or community-based organization wishes to include stronger or weaker language, a contracts and procurement officer or general counsel must approve it before the agreement is signed.

**Insurance** - This is part of the General Provisions due to Executive Order 829, which requires a minimum level of insurance for any agency with which the university partners. Workers' compensation is an important component of these provisions as well. Some community-based organizations can fold service-learning students into their existing workers' compensation policy in the same way they would cover any individual who volunteered in their organization. If the community-based organization cannot meet the workers' compensation and/or liability insurance requirements of Executive Order 829, the general provisions can be amended to allow the university to absorb this coverage. (This is due to Human Resources Memo 2001-38, which provides a special class of CSU volunteer in which service-learning students can be included in specific circumstances.) A risk manager must be consulted prior to offering to cover service-learning students under the CSU volunteer policy.

**Status of Students** - The service-learning student will be considered an officer, employee, agent or volunteer of whichever party is including the student in its volunteer policy, which covers workers' compensation and liability insurance. This general provision clarifies that students are not volunteers of the CSU, but rather volunteers of the community-based organization. This provision will need to be amended if the CSU is accepting the students as CSU volunteers. Your campus risk manager will have the appropriate language for this amendment.

**Governing Law** - This ensures that the community-based organization is responsible for understanding the laws that govern its work and the work assigned to service-learning students, including items such as fingerprinting and background check laws, and privacy rights of clients. It is the community-based organization's responsibility to ensure that the service-learning students are made aware of the laws that govern its organization.

**Assignments** - This states that the agreement is only between the campus and the originally named community-based organization.

**Agreement Alterations & Integration** - This provision allows for amendments to the *SLA*, but only if the original signatories contained in the document agree to the amendment terms in writing and by signature.

**Endorsement** - This requires that the community-based organization must first consult with the appropriate campus official before using the campus name in any type of endorsement of its programs, products or services. Prior to giving permission, the campus must know exactly how its name will be used and in what situations. If the community-based organization seeks campus endorsement for commercial use, it must go to the office of the president. The same rule applies if the campus wishes to use the community-based organization's name for endorsement purposes.

**Survival** - This ensures the termination of the contract officially ends the partnership between the university and the community-based organization and, consequently, any provisions contained in the agreement are no longer valid.

**Severability** - This provision ensures that if one portion of the agreement is deemed invalid, or in violation of any law, it does not cancel out the other provisions of the agreement.

**Entire Agreement** - This ensures that the only components of the partnership that either the university or the community-based organization is liable for, or responsible for providing, are contained in the agreement.

**...if a community-based organization would like to amend the general provisions or any other part of the *SLA*, you must have a conversation with your risk manager to determine what is and is not acceptable.**



# Service-Learning Agreement

University and Community-Based Organization

This Agreement entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the Trustees of the California State University on behalf of California State University, \_\_\_\_\_, referred to as “UNIVERSITY,” and \_\_\_\_\_, referred to as “COMMUNITY-BASED ORGANIZATION.”

## I. Statement of Purpose

- A. The University... provide a description of the ways in which your university is committed to service learning.
- B. The Community-Based Organization (Name)...provide the mission of the organization.
- C. COMMUNITY-BASED ORGANIZATION and UNIVERSITY recognize the opportunity for meaningful learning experiences for the UNIVERSITY, COMMUNITY-BASED ORGANIZATION and service-learning students (STUDENT). The UNIVERSITY supports the goals and objectives of the COMMUNITY-BASED ORGANIZATION program in which STUDENT will participate.

## II. Priorities

### A. Program Activities

Activities will be accomplished in accordance with the *Learning Plan*, reviewed and agreed upon by the STUDENT, UNIVERSITY AND COMMUNITY-BASED ORGANIZATION prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings required by the COMMUNITY-BASED ORGANIZATION and stated in Section III-A-2, Training and Orientation of this document.
2. Model professional and appropriate behavior when working with clients, and when on COMMUNITY-BASED ORGANIZATION site.
3. Support COMMUNITY-BASED ORGANIZATION events that are a part of the service-learning experience as required by faculty member.
4. Meet the goals of the COMMUNITY-BASED ORGANIZATION program and the service-learning course in which the STUDENT is enrolled.
5. Add any additional duties specific to the scope of work. Please be as specific as possible in this section or attach an amendment and reference it here.

### B. Safe and Productive Environment – reference COMMUNITY-BASED ORGANIZATION’s policy about safe work environment

1. COMMUNITY-BASED ORGANIZATION will:
  - a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all emergency procedures and is able to act responsibly in the case of an emergency.
  - b. Ensure that STUDENT is aware of the unique nature of the population of the \_\_\_\_\_ program, and is prepared to work with this population.
  - c. California law may require the COMMUNITY-BASED ORGANIZATION to obtain STUDENT’s fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is the COMMUNITY-BASED ORGANIZATION’s responsibility to: 1) determine whether such fingerprinting is required; 2) obtain the STUDENT’s fingerprints; and 3) obtain criminal background clearance from the appropriate agency.
2. UNIVERSITY will ensure that STUDENT agrees to the following:
  - a. Abide by COMMUNITY-BASED ORGANIZATION rules and regulations while on site and working with COMMUNITY-BASED ORGANIZATION clients.
  - b. Ensure that his/her interactions with clients are safe, positive and productive.
  - c. Support the program and its objectives by providing support for clients or COMMUNITY-BASED ORGANIZATION staff as necessary and agreed upon in Section II-A-1, Program Activities of this document.
  - d. Add any other pertinent information regarding specifics of the site and the nature of the service-learning work experience.

## III. Structure and Support of Service-Learning Student

### A. COMMUNITY-BASED ORGANIZATION

1. Site Supervision – (Name of Site Supervisor responsible for safety and participation of STUDENT while on site). Site Supervisor will meet with the STUDENT at least (give number of times per week/month/semester) to update him/her on projects and to provide support. All program staff will support the STUDENT as they interact with him/her, and provide guidance and advice as necessary and appropriate. A secondary site supervisor (give the name of this person) will be responsible for the STUDENT in the absence of primary supervisor.
  - a. The COMMUNITY-BASED ORGANIZATION director or his/her designee will meet (give number of times per week/month/semester) with (Name)\_\_\_\_\_, faculty member at UNIVERSITY that has assigned the service-learning experience.

- b. The COMMUNITY-BASED ORGANIZATION director and Director of the Service-Learning Center at UNIVERSITY shall meet as appropriate in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
- 2. Training & Orientation – (Name of Site Supervisor or designee) will provide specific training needed by the STUDENT prior to his/her working with clients or providing service to the COMMUNITY-BASED ORGANIZATION. Necessary training can be provided through collaboration between COMMUNITY-BASED ORGANIZATION, UNIVERSITY, and faculty member.
- 3. Work Space – STUDENT will have an appropriate space at the COMMUNITY-BASED ORGANIZATION site in which to conduct his/her assigned work. COMMUNITY-BASED ORGANIZATION will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her required service role.
- 4. Evaluation – The COMMUNITY-BASED ORGANIZATION site supervisor will fill out survey(s) regarding quality of service that the STUDENT provided to the site, and as agreed upon in the *Learning Plan* document.
- B. UNIVERSITY - UNIVERSITY will assign STUDENT to the COMMUNITY-BASED ORGANIZATION from (COURSE NAME), STUDENT can provide service to the \_\_\_\_\_ program that (describe the program or initiative that the STUDENT will be participating in).
  - 1. Training and Reflection - UNIVERSITY will provide a training session for STUDENT regarding his/her responsibilities as described in Section II. The Service-Learning Director and Faculty Member (these people can be named specifically or just by title) will provide opportunities for STUDENT to reflect on his/her experience working at the COMMUNITY-BASED ORGANIZATION'S site.
  - 2. Supervision and Accountability -(Name S-L Director or his/her designee \_\_\_\_\_ responsible for ensuring that the work of service-learning students is carried out effectively to meet the needs of the COMMUNITY-BASED ORGANIZATION) will work closely with the STUDENT, COMMUNITY-BASED ORGANIZATION, and FACULTY member to meet the expectations and priorities of the COMMUNITY-BASED ORGANIZATION'S site.

**IV. Length of Agreement Term**

- A. **Initial Term** - The UNIVERSITY and COMMUNITY-BASED ORGANIZATION have reached this initial agreement for the term beginning \_\_\_\_\_ and ending \_\_\_\_\_. This term represents (a school year, calendar year, semester, quarter).

*This agreement shall become effective upon execution and shall continue until terminated by either party after giving the other party 30 days advance written notice of the intention to so terminate; provided further, however, that any such termination by COMMUNITY-BASED ORGANIZATION shall not be effective against any STUDENT who at the date of mailing of said notice by COMMUNITY-BASED ORGANIZATION was participating in said program until such STUDENT has completed the program as mutually agreed upon.*

- B. **Renewal Process** – This agreement can be renewed (decide how often), and is based on STUDENT feedback, COMMUNITY-BASED ORGANIZATION evaluations and FACULTY desire to continue this relationship for the purpose of service-learning under the conditions that:
  - 1. The UNIVERSITY and COMMUNITY-BASED ORGANIZATION continue to be committed to actively supporting the goals of the other.
  - 2. The STUDENT work is meaningful and helps to provide essential support to the COMMUNITY-BASED ORGANIZATION.
  - 3. The relationship is consistent with the goals of the COMMUNITY-BASED ORGANIZATION, UNIVERSITY, STUDENT and the service-learning course.

A renewal process is only applicable if the faculty member intends to continue placing service-learning students at this site for the foreseeable future, or if the service-learning director feels that this site can be used for other service-learning opportunities and that the partnership should be kept up to date with an ongoing MOU.

The attached General Provisions, consisting of one page, is incorporation by reference and made a part of this agreement. This document reflects my understanding of the relationship.

COMMUNITY-BASED ORGANIZATION

UNIVERSITY

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## General Provisions

### Indemnification

The community-based organization shall be responsible for damages caused by the negligence of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. CSU (Campus) shall be responsible for damages caused by the negligence of its directors, officers, employees and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the community-based organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees and duly authorized volunteers.

### Insurance

The community-based organization shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$\_\_\_\_\_ minimum limit for each Occurrence and minimum limit of \$\_\_\_\_\_ General Aggregate, as mutually agreed upon for this placement. The community-based organization shall be responsible for Workers' Compensation coverage for Students during this agreement.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

### Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

### Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, community-based organization shall comply with any state or federal law applicable to community-based organization's performance under this Contract.

### Assignments

Without written consent of the CSU, this agreement is not assignable by the community-based organization either in whole or in part.

### Agreement Alterations and Integration

No alteration or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

### Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

### Survival

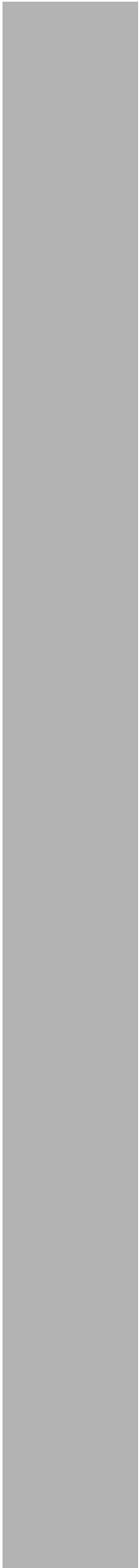
Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

### Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

### Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.



## Developing and Delivering Student Orientation

The *Orientation Checklist* is a tool to help you properly prepare service-learning students for their community experiences. This checklist, more than any other, 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 need in order to put together a comprehensive student orientation will come from the conversations you have had with the community-based organization. You should also discuss what information each party will cover so that time is not spent duplicating efforts. All the responses to the questions in the *Checklist for Community-Based Organization Visit* will guide your orientation.



### It is recommended that two orientations occur:

The **first orientation**, prior to the first day of service, gives students information about the community-based organization and the nature of their service placements. This should take place on campus, either in class or in a required outside-of-class meeting.

The **second orientation**, presented by the community-based organization, 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 all the 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 we don't want to 'scare' students out of participating, all parties are best protected if placement details are presented, any questions asked, and students sign an informed consent that ensures they are aware of the nature of their placement and agree to the terms. The informed consent policy is contained within the *Learning Plan* where it is most effectively used as both a learning tool and a risk management tool.

## Orientation Checklist

### Orientation Provided Before First Day of Service

- ✓ Details related to serving at the site:
- Mission of the Community-Based Organization (CBO).
- Who does the Community-Based Organization serve?
- What programs/service does the CBO 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 of this? Where should students go to have fingerprinting done?
- Discuss CBO volunteer expectations.
- Provide students with a job description detailing the work they will do (outline 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 student be supervised?
- Who do the students call if they cannot make their scheduled service or will be late?
- Discuss appropriate attire when providing service (based on CBO standards).
- Provide specific training for the position.
- What will the student 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. (Risks should directly reflect those listed in the *Learning Plan*.)
- Explain what students should do if harassment occurs. Whom do they contact?
- 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 (CBO contact and campus contact)?
- Is there a CBO 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 CBO)
- 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 each student is 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 the opportunity to clearly think about the ways that their service-learning placements connect with their in-class learning. The plan contains three specific segments, and we recommend that a cover memo be attached to give the students background about specific service-learning initiatives on your campus. This 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 each page of the *Learning Plan* to illustrate that they have read and understand the information it contains. Because this is a multiple-page document that the student only signs on page 3, it is a best practice to have each student initial on pages 1 and 2, which do not contain a signature. This shows that the student understands what he or she is responsible for and also understands the information contained in the entire document, not just the few sentences on page 3 that the “Student Agrees to.”

### Page 1

The first page of the *Learning Plan* includes an area for students to articulate their learning and service objectives, fill in the name and contact information for their site supervisor, and define the beginning and ending dates of service. This page verifies that the student knows who his or her site 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.”

This page is signed by the student’s site supervisor and the faculty member. This ensures that all parties directly involved in this placement are aware of what students have been asked to think about, what they are specifically interested in 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.

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 site supervisor has also signed off on each student’s *Learning Plan*, 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 and community-based organization’s needs are being met.



Learning Plan

Student Name: \_\_\_\_\_ Student ID#: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_ E-mail \_\_\_\_\_

Course Instructor: \_\_\_\_\_ Semester/Quarter: \_\_\_\_\_

Agency/Site: \_\_\_\_\_ Phone #: \_\_\_\_\_

Site Supervisor: \_\_\_\_\_ Phone #: \_\_\_\_\_

Address: \_\_\_\_\_

Approximate # of Hours: \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Learning Objectives:** What do you hope to learn from this service experience—about the agency, about the challenges and assets of the population with whom you will be working, about yourself, and about your community—and how does this connect to your course work?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Service Objectives:** Identify and describe the nature of the service activities in which you will be engaged. The service objectives should be designed to help you work toward your learning objectives.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Site Supervisor:**

Agrees to guide this student's work and to submit a brief final evaluation of his/her achievement upon request.

Agrees to discuss any concerns about the service learner's performance with him/her directly, and with the course supervisor if necessary.

Site Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Faculty/Course Supervisor:

I have examined and approved \_\_\_\_\_'s *Learning Plan*.

Faculty/Course Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_



The second page of the *Learning Plan* contains a list of guidelines and limitations. The guidelines, which outline appropriate behavior expectations for service-learning students while at a community-based organization site, are considered best 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 best 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.

<p><u><i>Learning Plan</i></u></p>
<p>The Student agrees to abide by the following Guidelines and Limitations:</p>
<p><b>Guidelines</b></p> <p><u><b>Ask for help when in doubt:</b></u> Your site supervisor understands the issues at your site and you are encouraged to approach him/her with problems or questions as they arise. He/she can assist you in determining the best way to respond to difficult or uncomfortable situations. Feel free to contact your professor or the service-learning office with questions concerning your placement.</p> <p><u><b>Be punctual and responsible:</b></u> Although you are volunteering your time, you are participating in the organization as a reliable, trustworthy and contributing member of the team. Both the administrators and the person whom you serve rely on your punctuality and commitment to completing your service hours/project throughout your partnership.</p> <p><u><b>Call if you anticipate lateness or absence:</b></u> Call the site supervisor if you are unable to come in or if you anticipate being late. Be mindful of your commitment, people are counting on you.</p> <p><u><b>Respect the privacy of all clients:</b></u> If you are privy to confidential information with regard to the persons with whom you are working (i.e. organizational files, diagnostics, personal stories, etc.), it is vital that you treat it as privileged information. You should use pseudonyms in your course assignments if you are referring to clients or the people you work with at the service site.</p> <p><u><b>Show respect for the community-based organization you work for:</b></u> Placement within community programs is an educational opportunity and a privilege. Keep in mind, not only are you serving the community, but the community is serving you by investing valuable resources in your learning.</p> <p><u><b>Be appropriate:</b></u> You are in a work situation and are expected to treat your supervisor and others with courtesy and kindness. Dress comfortably, neatly and appropriately. Use formal names unless instructed otherwise. Set a positive standard for other students to follow as part of CSU's ongoing Service-Learning Program.</p> <p><u><b>Be flexible:</b></u> The level or intensity of activity at a service site is not always predictable. Your flexibility to changing situations can assist the partnership in working smoothly and producing positive outcomes for everyone involved.</p>
<p><b>Limitations</b></p> <p>DON'T report to your service 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 you cannot keep to a client. DON'T give a client or agency representative a ride in a personal vehicle. DON'T tolerate verbal exchange of a sexual nature or engage in behavior that might be perceived as sexual with a client or community organization representative. DON'T tolerate verbal exchange 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 partner representative during the term of your service.</p> <p>If you feel that your rights have been or may be violated, or that any of the above-stated limitations have been violated, please contact _____</p>
<p>Page 2 of 3</p>
<p>Student Initials _____</p>

## Page 3

Page 3 of the *Learning Plan* requires the student's signature to demonstrate that he or she is aware of the risks involved in the service-learning experience. This serves as an informed consent signed by the student, and reduces the liability that the community-based organization or the university is exposed to if a student is harmed within the scope of the work by something that was considered an "inherent risk" and outlined in this *Learning Plan*. When listing the risks of the placement site, be as specific as possible without 'scaring' the student out of participating in the service-learning experience.

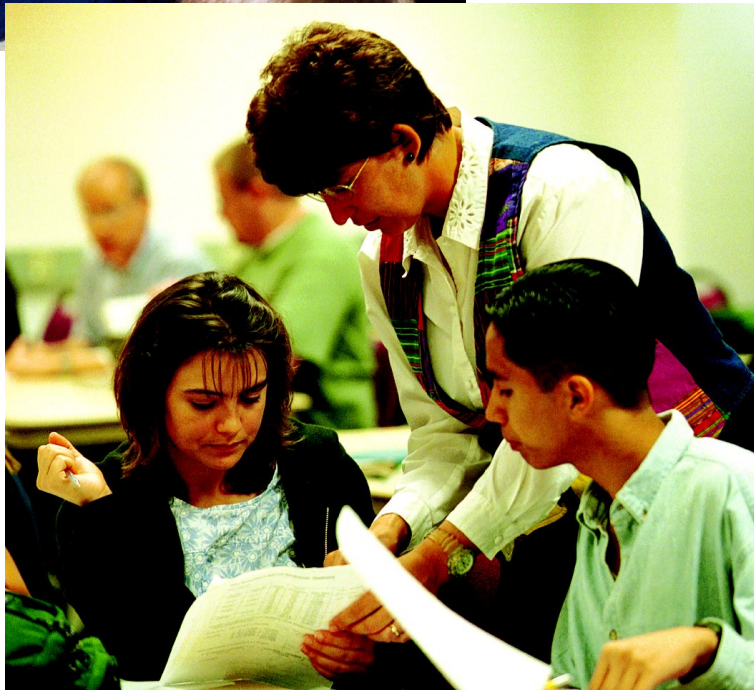
If for some reason a student declines a service placement based on the associated risks, an alternative option should be provided to give the student some of the same learning objectives without encountering the same risk level. Determining and approving the alternatives is the primary responsibility 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 community-based organization and the university. (This ensures no student is in a service-learning placement without the proper *SLA* being signed by both parties.) It may be possible to do this by amending an already existing *SLA*. Talk with your risk manager, service-learning staff, and contracts and/or procurement officer to determine the best course of action.

While this may seem like more work for the faculty member, it is *always* in the best interest of the faculty member, the university, the student and the community-based organization to be fully aware of the nature of every service-learning placement. Without documents and forms such as the *Learning Plan* and *SLA*, the risk exposure is greatly increased.

<p><i>Learning Plan</i></p> <p><u>The Student:</u></p> <p>Agrees to act in a responsible manner while representing California State University at the service-learning placement site, and abide by all rules and regulations that govern the site in which he/she has been placed.</p> <p>Understands the connection between the service-learning course, and the service and learning objectives to be fulfilled at the service site.</p> <p>Has participated in orientation and read the above-stated guidelines and limitations, and understands his/her role as a service-learning student in working with the community partner.</p> <p>Understands and acknowledges the following risks involved with this service placement, and enters into this service-learning placement fully informed and aware.</p> <p style="padding-left: 40px;">Risks</p> <p style="padding-left: 40px;">1.</p> <p style="padding-left: 40px;">2.</p> <p style="padding-left: 40px;">3.</p> <p style="padding-left: 40px;">Etc...</p> <p>Agrees to devote _____ hours per week for a total of _____ hours, effective from _____ to _____ in order to fulfill the service objectives described above.</p> <p>Agrees to complete any forms, evaluations or other paperwork required by either the course or the site supervisor.</p> <p>Student Signature: _____ Date: _____</p> <p style="text-align: left;">Page 3 of 3</p>
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## Service Logs for Tracking Student Service Requirements

The service logs provide documentation of the times students provide service at the community-based organization 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. The forms allow 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 only one of these forms that is mandatory is the *Community-Based Organization Service-Learning Sign-In Sheet*. This form is absolutely necessary if the CSU has agreed in the *SLA* to cover the service-learning students as “CSU Volunteers.”



## Community-Based Organization Sign-In Sheet

This form should be kept in a binder at the community-based organization site's check-in area. Multiple students will use this form to sign in each day that they are at the site providing their required service. If the community-based organization 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 requirement.

Some community-based organizations use a similar form, and there is no need to insist that all community-based organizations use this same form. However, it is recommended that service-learning students use a separate form than other outside volunteers at the community-based 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 his or her name has been included so that there will be no confusion about who at the community-based organization site signed off on the accuracy of the service-learning hours.

This sheet serves a specific risk management function and is **mandatory** if the university has agreed to classify the students as "CSU Volunteers" and cover workers' compensation. The university or community-based organization will be able to confirm that a given student was at

the site doing his or her service at the 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 community-based organization is using its own form, or a form

Community-Based Organization Service-Learning Sign-In Sheet					
Semester/Quarter: _____ Course: _____					
Professor: _____ Site: _____					
Name	Date	Time In	Time Out	Activities	Signature
Site Supervisor Print Name: _____					
Site Supervisor Signature: _____					
<small>This form is to be used as a sign-in and sign-out sheet. When you arrive, report your "Time in" and the date. When you leave, enter the "Time out," the activities you did that day, and sign your name after your service hours are completed for that day.</small>					

provided by the university, the faculty member or service-learning director 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 his or her service-learning requirement, the form should 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 was placed during a given academic term. Some campuses may choose to enter this information into a database to be sorted by student name, community-based organization name, course, 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 community-based organization client who claims to have been injured or otherwise harmed by a student.

<b>Faculty/Campus Record of Service-Learning Placements</b>		
Course: _____		First Service Date: _____
Faculty: _____		Last Service Date: _____
Semester/Quarter: _____		
Student Name	Community-Based Organization	Expected Service Schedule
Faculty Signature: _____		
SL Director Signature: _____		

## 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 community-based organization site, they can fill out the log. The faculty member should request the log from the student at least twice during the academic term. This will help the faculty to see that the student is on track to finish the service-learning requirement, and to observe the activities that the student is doing while at the site. 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 community-based organization site.

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 community-based organization'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.

Student Tracking Sheet				
Name: _____		Semester/Quarter: _____		
Course: _____		Professor: _____		
Community-Based Organization Information		Service-Learning Placement		
Address: _____		Begins: _____		
Phone #: _____		Ends: _____		
Date	Time In	Time Out	Hours	Activities
Total Hours to Date:				
Student Signature: _____				
Site Supervisor Signature: _____				
Course Supervisor Signature: _____				

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 cross check to the *Community-Based Organization Service-Learning Sign-In Sheet*. The logs need to be kept in a central location on campus (most likely the service-learning office) in case the university or community-based organization wants to verify that a student was actually on-site when a specific incident 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.



## Fingerprinting and Background Checks

Background checks are required for service-learning students when their placements put them in contact with protected classes of people, such as children, persons with disabilities, and persons living in assisted living facilities. Community-based organizations are solely responsible for requesting background information via livescan fingerprinting or by other means for the service-learning students placed at their sites. The university only needs to know which community-based organizations require fingerprinting. Discuss which fingerprinting process the community-based organization prefers to use during your initial meeting. Some processes take much longer than others, and faculty members should be prepared well in advance with their student lists if, in fact, the background check process will take more than a few days. Livescan processing is available in many areas, including on many CSU

campuses. However, there are other ways to process background checks, including hard copy fingerprinting or other private agencies that specialize in background checks. The community-based organization may also have a partnership with a specific sheriff's department or background check agency that they prefer students to utilize. During orientation, the site supervisor should go over with students how the fingerprinting or background checks will be handled: where, when, at what level, how long the processing will take and who will be responsible for the cost.

... the decision of a community-based organization to require or not to require fingerprinting is solely up to its interpretation of the laws that govern it.

Fingerprinting legislation is very strict regarding the privacy of the person being fingerprinted; it allows only the agency requiring the fingerprinting to have access to the background-check results. Consequently, because the university is not the requesting agency, no member of the university faculty or staff will ever be given the specific results of a student's background check. Community-based organizations are under strict mandate 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 fingerprinting and background checks,

the student needs to be fingerprinted twice in order to have the results sent to two separate locations. This is true even if the service-learning courses are in the same semester, or in two different semesters.

Legislation regarding the fingerprinting of volunteers is complex. Since the community-based organization is responsible for background checks, if it informs you that background checks are not required, but you feel the service-learning students will be working with a protected class of people, talk with your risk manager. There may be a way for students to volunteer at the community-based organization without being fingerprinted, depending on the type of work or level of supervision. If you are interested in doing additional research, the websites listed below are

good starting points for understanding the specifics of fingerprinting and background checks for volunteers, and will lead you to the people and agencies in California that can answer specific questions. Again, the decision of a community-based organization to require or not to require fingerprinting is solely up to its interpretation of the laws that govern it. The university can determine that is in the best interest of all parties involved to require that students be fingerprinted before beginning their service, but the results of any background check must go only to the agency to which the students will be providing service. Whatever decision is made regarding background-check processing for service-learning placements with protected classes, it should be clear in the *Service-Learning Agreement* that fingerprints are being required, or that the placement is structured in such a way that the fingerprints are not required. Further, the party accepting

responsibility for payment of the service-learning student's fingerprinting should be written into the *Service-Learning Agreement*.

Although it is the sole responsibility of the community-based organization to **require** fingerprinting, that does not mean it is also responsible for paying for the process. Many nonprofit-status community-based organizations qualify to have the fingerprinting fees waived through the livescan process, but others do not. If the community-based organization cannot cover the cost to have the service-learning student fingerprinted, then it is the student's responsibility. The university can absorb this cost if it wishes, but it is not obligated to do so. If the student has to pay to be fingerprinted, it should be made clear to the student at the beginning of the course and written into the syllabus. (The cost can be included in the regular course fees.)

For more information regarding background checks for volunteers, please visit the following websites.

**California Legislative Information:** <http://www.leginfo.ca.gov/>

**National Legislative Information:** <http://thomas.loc.gov/>

**California Fingerprinting Policies from the Attorney General:**  
<http://caag.state.ca.us/fingerprints/index.htm>

**Livescan Locations:** <http://caag.state.ca.us/fingerprints/publications/contact.pdf>

**Levels of Background Check and Fees:** <http://caag.state.ca.us/fingerprints/forms/fees.pdf>

**Nonprofit Risk Management Center:** [www.nonprofitrisk.org](http://www.nonprofitrisk.org)



## Conclusion

Through the processes outlined in this manual, the tools and strategies developed to reduce risk in service-learning placements come together to give service-learning directors and faculty members a road map for reducing risk in service-learning placements. Throughout the research process, and now in the text of this manual, 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. To date, the CSU has not experienced any major incidents that were not manageable, but the service-learning field around the country has been affected by tragic occurrences that could have been prevented with proper risk management protocol. 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, and building a positive working relationship with the campus risk manager, service-learning practitioners will be prepared to handle any accident or incident that may occur in any given placement, with any community-based organization, 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 manual may also be useful for starting discussions of how to manage risk in other forms of experiential education and community service.)

The time and effort of the working group members involved in the creation of this manual, along with the dedication of the service-learning offices on each of the campuses, and the staff at the CSU Chancellor's Office have all come together to answer many ambiguous service-learning placement questions. This process will be ongoing; as CSU service-learning practitioners use these tools and processes in planning service-learning experiences, there will be opportunity for feedback and discussion. This manual 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.

Please take the time to offer feedback for future editions of the *Best Practices for Managing Risk in Service Learning* to the Office of Community Service Learning at the CSU Chancellor's Office. 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 the CSL staff at the CSU Chancellor's Office.

## Acknowledgements

The information in this manual was researched and organized through the collective work of many people. First and foremost, 25 working group members helped to create the forms and best practices outlined in this manual (listed in Appendix D). The Office of Risk Management and the Office of General Counsel at the CSU Office of the Chancellor spent a great deal of time working out the logistics of this manual to ensure that the best practices are reflective of current CSU policies already in place, and that all the recommendations are legally sound. The service-learning directors and community partnership coordinators at each CSU campus provided input and feedback on each draft of the manual. California Campus Compact, through the expertise of Elaine Ikeda and Sharon Joyce, contributed information and research on fingerprinting and background checks. Representatives from community-based organizations provided invaluable insight and perspective on these best practices through focus groups (listed in Appendix E). Finally, the communications department at the Office of the Chancellor edited multiple drafts of this manual. Thank you all very much!

Full-size copies of all the forms contained in this manual, as well as the full text of the manual, are available on our website:

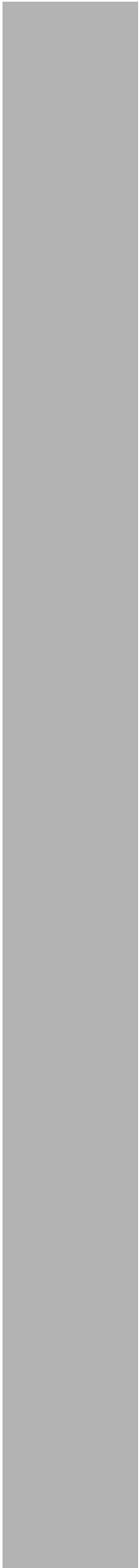
[www.calstate.edu/CSL](http://www.calstate.edu/CSL)

If you have questions regarding anything contained in this manual, please contact:  
Office of Community Service Learning

CSU, Office of the Chancellor  
401 Golden Shore, 6th Floor  
Long Beach, CA 90802-4210  
562-951-4749

## Appendices

- A. Executive Order 829  
(California State University Insurance Requirements)
- B. Human Resources Memo 2001-38 (CSU Volunteer Policy)
- C. Board of Trustees Resolution on Community Service Learning
- D. Working Group Members
- E. Community Partner Focus Group Members



THE CALIFORNIA STATE UNIVERSITY  
OFFICE OF THE CHANCELLOR


BAKERSFIELD  
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SAN MARCOS  
SONOMA  
STANISLAUS

July 11, 2002

**MEMORANDUM**

**TO:** CSU Presidents

**FROM:** Charles B. Reed  
Chancellor



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

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.

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.

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

CBR:ke

Attachment

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

**The California State University  
Office of the Chancellor  
401 Golden Shore  
Long Beach, California 90802**

**(562) 951-4000**

**Executive Order No.:** 829

**Title:** California State University Insurance Requirements

**Effective Date:** July 11, 2002

**Supersedes:** Executive Order No. 743

This Executive Order is issued pursuant to authority of Sections 1 and 2 of Chapter III of the Standing Orders of the Board of Trustees of the California State University. This statement of policy and insurance requirements is adopted for the California State University. In the absence of risk identification and evaluation, the minimum insurance limits and hold harmless provisions as specified in this Executive Order are required.

Following risk identification and evaluation in special situations, the campus may permit exceptions to the requirements in this Executive Order.

**Risk Identification and Evaluation**

Questions that should be considered in determining what risks and subsequent losses could arise from the activities contemplated under the contract should include, among others, the following:

1. What activities will take place?
2. Who could be harmed?
3. What property could be damaged and how severely?
4. What is the maximum likely loss for each activity?
5. Is there a possible pollution exposure?
6. Are crowds or bystanders/passersby likely to be involved?
7. Will inherently dangerous activities be involved?
8. How likely is it that the University will be a defendant in the event of a loss?

After consideration of these factors, the campus may amend the standard practices described herein to use either higher or lower limits.

other kinds of insurance or methods or plans of protection shall afford reasonable protection to the Board of Trustees and their officers, agents and employees.”

### **Public Works Construction Contracts**

The insurance requirements for public works construction contracts shall be as specified in the general conditions for capital outlay projects and are summarized as follows:

- General Liability: comprehensive or commercial form minimum limits each Occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California law.
- Course of construction insurance: as specified in the Contract General Conditions maintained by Capital Planning, Design and Construction.
- Hold Harmless Provision: as specified in the Contract General Conditions maintained by Capital Planning, Design and Construction.

Exceptions: deviations from the amounts listed above shall be identified in a supplementary general conditions document prepared by the campus and included in the bid document.

### **Service Agreements**

- General Liability: comprehensive or commercial form minimum limits each Occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California State Law.
- Errors and Omission insurance is required for professional service consultants and professional service design architects/engineers.
- Hold Harmless Provision: reference CSU General Provisions for Service Agreements as maintained in the Contract Resource Library.

Exceptions: The limits shown above will generally be required for service providers involved in low risk activities. Higher limits will be required for service providers performing potentially high-risk activities. Campus risk managers should be consulted for the minimum requirements.

other kinds of insurance or methods or plans of protection shall afford reasonable protection to the Board of Trustees and their officers, agents and employees.”

### **Public Works Construction Contracts**

The insurance requirements for public works construction contracts shall be as specified in the general conditions for capital outlay projects and are summarized as follows:

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- Workers' Compensation: as required under California law.
- Course of construction insurance: as specified in the Contract General Conditions maintained by Capital Planning, Design and Construction.
- Hold Harmless Provision: as specified in the Contract General Conditions maintained by Capital Planning, Design and Construction.

Exceptions: deviations from the amounts listed above shall be identified in a supplementary general conditions document prepared by the campus and included in the bid document.

### **Service Agreements**

- General Liability: comprehensive or commercial form minimum limits each Occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California State Law.
- Errors and Omission insurance is required for professional service consultants and professional service design architects/engineers.
- Hold Harmless Provision: reference CSU General Provisions for Service Agreements as maintained in the Contract Resource Library.

Exceptions: The limits shown above will generally be required for service providers involved in low risk activities. Higher limits will be required for service providers performing potentially high-risk activities. Campus risk managers should be consulted for the minimum requirements.



### **Hazardous Substances and Waste Removal Services**

These services include all labor, packaging, materials, tools, vehicles, placards, labels/markings, equipment, including personal protective equipment and safety equipment, expertise, and other means necessary and required to provide services for the pickup, transportation, and disposal of hazardous wastes.

- General Liability: comprehensive or commercial form minimum limits coverage in the minimum amount of \$5,000,000 combined single limit bodily injury and property damage each occurrence and \$10,000,000 aggregate, including premises/operations, personal injury, broad form property damage, products/completed operations, contractual liability, independent contractors and \$500,000 fire legal liability. A Waiver of Subrogation is required.
- Environmental Impairment (pollution) Liability: coverage in the minimum amount of \$5,000,000 combined single limit bodily injury and property damage each occurrence and \$10,000,000 aggregate, including clean-up costs.
- Commercial Automobile Liability: coverage is required in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage, including owned, non-owned and hired automobiles; should also include Uninsured/Underinsured Motorists coverage in the minimum amount of \$1,000,000.
- Pollution and/or Asbestos Pollution Liability and or Errors and Omissions.
- Workers' Compensation: as required under California law.
- Hold Harmless Provision: reference CSU General Provisions for Service Agreements as maintained in the Contract Resource Library.

In addition to previous coverage noted under Contractor's auto liability, hazardous material transporter services must also have an MCS-90 endorsement and Sudden & Accidental Pollution Insurance endorsement. The Sudden & Accidental Pollution Insurance must have minimum limits of \$2,000,000 per occurrence, \$2,000,000 total. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

Exceptions: Any deviations from the standards as described above, a risk identification and evaluation process (see page 1 of this executive order) must be completed and documented in the contract package.

### **Campus Facilities and Property Lease**

- General Liability: comprehensive or commercial form minimum limits each occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

- Workers' Compensation: as required under California law.
- Hold Harmless Provision: Lessee shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, the [campus] and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by the Lessee of said property.

Long-term leases of real property require case-by-case analysis to determine insurance requirements and will vary depending on the nature of the agreement. Insurance requirements should be commensurate with the activities associated with the lease that may cause damage to person or property.

#### **Auxiliary Operation Agreement**

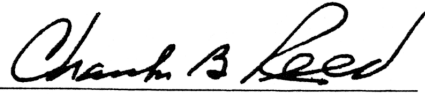
- General Liability: comprehensive or commercial form minimum limits each occurrence \$1,000,000, General Aggregate \$2,000,000.
- Employer Liability: \$1,000,000.
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California law.
- Hold Harmless Provision: Lessee shall hold harmless, indemnify, and defend the State of California, the Trustees of the California State University, the [campus] and the officers, employees, volunteers and agents of each of them from and against any and all liability, loss, damage, expense, costs of every nature, and causes of actions arising out of or in connection with the use by the Lessee of said property.

Long-term leases of real property require case-by-case analysis to determine insurance requirements and will vary depending on the nature of the agreement. Insurance requirements should be commensurate with the activities associated with the lease that may cause damage to person or property.

**Placement Agreements**

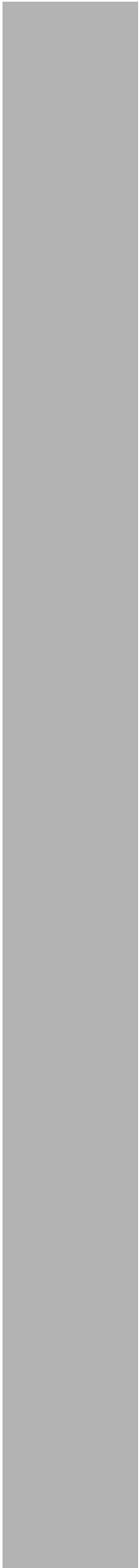
These agreements typically provide for students to be placed with other agencies or institutions for course-required work experience. Student placement agreements must be in writing and shall specify minimum insurance requirements applicable to the contracting parties and appropriate hold harmless provisions based upon the need of the contracting parties. The following hold harmless provision may be used as a minimum:

- Hold Harmless Provision: [*insert public entity*] shall be responsible for damages caused by the negligence of its officers, employees and agents. Trustees shall be responsible for the damages caused by the negligence of its officers, employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.



Charles B. Reed, Chancellor

Dated: July 11, 2002



The California State University  
Office of the Chancellor  
401 Golden Shore  
Long Beach, CA 90802-4210  
(562) 951-4502

**Date:** December 20, 2001

**Code:** HR 2001-38

(Supersedes: FSA 77-71, FSA 78-79,  
FSA 85-63 and Technical Letter  
FSR/WC 86-02)

**To:** CSU Presidents

**From:** Jackie R. McClain  
Vice Chancellor  
Human Resources



**Subject:** CSU Volunteer Policy

Volunteers, those persons who perform work or provide services to the university without financial gain, have had a long-standing relationship with the California State University (CSU). At this time, we are pleased to announce a new CSU Volunteer policy that will streamline the volunteer process and enable campuses to more efficiently manage the volunteer relationship. The president and/or designee will continue to have the responsibility to manage campus volunteer relationships.

Historically, university Volunteers have been appointed to the Volunteer Employee classification (Classification Code 0050) following the personnel/payroll transaction process. An individual appointed to the Volunteer Employee classification was required to sign the California loyalty oath and the campus maintained the appropriate appointment documents in the campus human resources, payroll or other designated office.

Effective with this policy memorandum, individuals who volunteer services to the CSU, whether on an ongoing basis or for a short-term event, are considered CSU Volunteers. These CSU Volunteers no longer need to be appointed to the Volunteer Employee classification nor do they need to sign the California loyalty oath. The Volunteer Employee classification will be abolished, effective January 1, 2002. Personal identification,

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**Distribution:**

Chancellor	Associate Vice Presidents/Deans, Faculty Affairs
Vice Presidents, Academic Affairs	Human Resources Directors
Vice Presidents, Administration	Payroll Managers
Vice Presidents, Student Services	Director, SOSS
Vice Presidents, Development	CO Director, Community Service Learning

fingerprinting and/or background checks will continue to be required as the campus president or Chancellor determine appropriate. CSU Volunteers are eligible for workers' compensation and state liability coverage. A CSU Volunteer may be authorized to drive a vehicle on official state business, in accordance with university policies and procedures, as determined appropriate in accord with the CSU Volunteer duties and responsibilities. Additionally, a CSU Volunteer may be entitled to reimbursement for travel expenses in accordance with university procedures for reimbursement of travel expenses and allowances.

### **Revised Volunteer Process**

CSU Volunteers will be required to sign and date a CSU Volunteer identification document that, at a minimum, contains the following information:

- Name, address, telephone number
- Social Security Number (limited to volunteers who drive vehicles on state business and/or are reimbursed for travel expenses)
- Date of Birth
- Emergency Contact Information
- Assignment, Duties, Department, Supervisor

A sample document is attached for campus use and modification, as appropriate. It continues to be important that the identification document be maintained in the campus human resources, payroll or other designated office. A current volunteer does not need to complete a new document if the current assignment was made in accordance with previous appointment policy instructions.

### **Additional Volunteer Information**

- A CSU Volunteer is an individual who performs work or provides services without compensation for a quarter, semester, academic year, calendar year, session or any part thereof. CSU Volunteers may perform a variety of functions in support of campus activities. Examples of volunteer work, include, but are not limited to: volunteers who teach or assist in teaching; volunteers who assist with registration; volunteers working in Health Centers or learning centers; students who volunteer to assist with campus activities; volunteers who drive vehicles on official university business such as field trips or athletic events; volunteers who perform general office work; and volunteers who assist at campus events. CSU Volunteers must have the necessary training and/or supervision to safely carry out the volunteer work and, depending on the particular function performed, must meet the appropriate license requirements and CSU requirements such as defensive driver training and a good driving record.
- An individual who volunteers services in a field which requires a license or certificate must satisfy that requirement prior to performance of those duties. For example, a medical doctor, volunteering services, must have a current license to practice medicine before volunteering.

- A volunteer who renders services of his or her own free will, without remuneration of any kind, does not need to complete an I-9. If a person receives any kind of compensation from a campus for services, a Form I-9 needs to be completed and the person needs to be appointed as an employee. Refer to coded memorandum HR 94-28 for additional information, as needed.
- Service Learning Students – CSU students who provide service in connection with an academic course or program may be a type of CSU volunteer in certain circumstances. The community agency for which the student is providing services and the university should develop an agreement that articulates their agreed upon responsibilities for Workers' Compensation and liability coverage prior to the students' placements. Contact the systemwide department of community service learning for more information.
- The university does not provide Worker's Compensation coverage to students participating in university-sponsored community service programs.

If you have questions regarding the CSU Volunteer policy, please call Human Resources at (562) 951-4411. If you have questions on service learning student volunteers, please call the systemwide Community Service Learning office at (562) 951-4749. If you have questions on individual situations, please contact your campus counsel.

This memorandum is available on the Human Resources Administration's web site at <http://www.calstate.edu/HRAdm/memos.shtml>.

JRMcC/cr

Attachment

ATTACHMENT

CSU VOLUNTEER IDENTIFICATION FORM

<b>Name:</b>	Last	First	Middle
<b>Date of Birth:</b>	Month/Day/Year		
<b>Address:</b>	Street, Apt. #	City	Zip
<b>Phone Number:</b>	(    ) Area Code/Phone #		
<b>Emergency Contact:</b>	Name	(    ) Area Code/Phone #	
<b>Department:</b>			
<b>Supervisor's Name:</b>		(    ) Area Code/Phone #	
<b>Volunteer Dates:</b>	Start Date	Termination Date	
<b>Assignment and Summary of Duties:</b>			
1. Need to drive a vehicle on university business?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Need to travel on university business?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes to 1 and/or 2 above, please provide social security number:			
Are you receiving academic credit for volunteering?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Are you a University student or staff or faculty member?		Yes <input type="checkbox"/>	No <input type="checkbox"/>

This is to acknowledge that I desire to volunteer my services, performing duties similar to those listed above and that services rendered by me will be at the direction of the above named supervisor. I will not be compensated for these services. Further, I understand that I serve at the pleasure of my supervisor.

\_\_\_\_\_  
Signature of CSU Volunteer \_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Campus Personnel \_\_\_\_\_  
Date



# 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

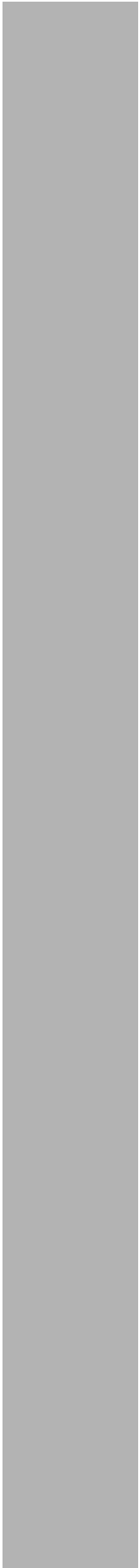
**WHEREAS**, CSU Monterey Bay already has a service-learning requirement for graduation and a number of individual academic departments and programs throughout the CSU currently require community service or service learning; and,

**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.



**California State University  
Student-Focused Working Group**

---

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**California State University**  
**Community-Based Organizations-Focused Working Group**

---

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## Risk Management in Service Learning

### Fingerprinting Working Group

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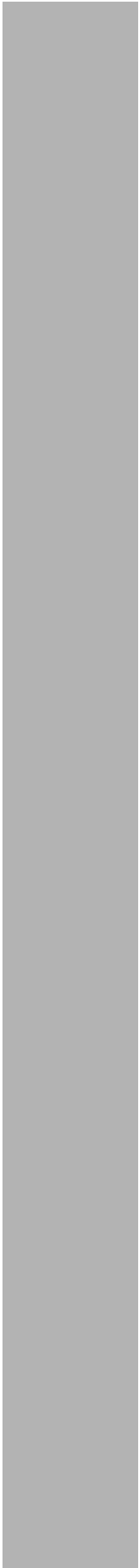
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## Community Partner Focus Group Members

---

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Assistant Director  
ONE Generation

Cindy Rogers  
Volunteer Coordinator  
City of Salinas

Carol Danziger  
Center Director  
ONE Generation

Judy Burditt  
General Manager  
North Monterey County  
Office of Education

Dan Labrado  
Director, Recreation Programs  
City of San Fernando

Michelle Lustig,  
CASEY Family Foundation

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