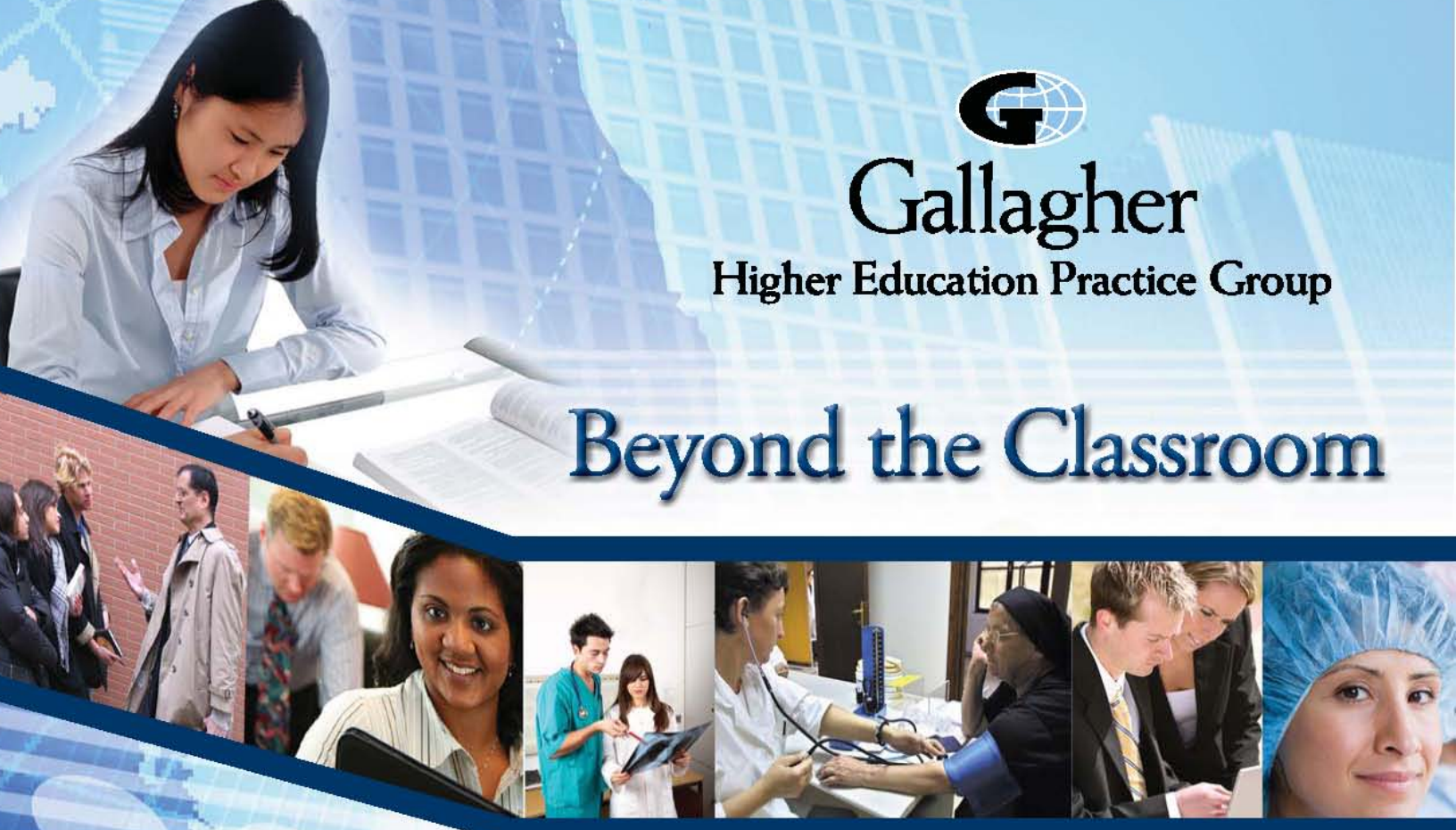




Gallagher

Higher Education Practice Group

Beyond the Classroom



Experiential Learning:

Managing Risks

Maximizing Rewards





Beyond the Classroom

Experiential Learning: Managing Risks, Maximizing Rewards

Preface

On its website, a college boasts that more than half of its students graduate with on-the-job experience gained as a result of an internship. A leading university recently reported that approximately 78% of its most recent graduating class participated in an applied learning experience such as “an internship, independent research, clinical practicum, or service learning activity.” From our research, these numbers are not uncommon. What is unprecedented, however, is the exponential growth of experiential learning programs at colleges and universities during the last decade.

Perhaps driven by the rising cost of tuition, as well as student and parent demand for employment skills, experiential learning opportunities have proliferated. No longer is a degree in the liberal arts viewed as adequate without real world work exposure prior to graduation, and it is clear that a college or university’s commitment to experiential learning, the quality of required internships, and the effectiveness of the career services office in job placements upon graduation are high among the factors that students and parents now consider.

At the same time, with the increase in internships, there comes an increase in the level of risk exposure that higher education institutions face. This exposure may include Workers’ Compensation, General Liability, Auto Liability, and exposure to your D&O coverage if a student is injured, or if the student causes injury to others. This requires an added combined effort among faculty and staff in knowing where the students are going to conduct their internships, maintaining appropriate contractual relationships and obligations between the host employer and the institution, and accepting and managing the level of risk appetite for which your institution is comfortable. The following white paper is an effort to address the inter-relationship between the “*Centers for Teaching and Learning*”, the faculty, the student who seeks credit or experience only, the registrar as to whether the internship is credit-worthy, legal counsel for support in contractual relationships, and the risk manager who needs to be informed of experiential learning programs in order for the programs to be insured prior to an incident occurring.

What is Experiential Learning?

For purposes of this report, the Study Team adopted the *National Society for Experiential Education’s (NSEE)* description of experiential learning as that which “refers to the learning activities that involve the learner in the process of active engagement with and critical reflection about phenomena being studied.” In other words, it is structured student learning designed to occur outside the traditional classroom, including learning activities such as international study programs, independent research experiences, internships, service-learning, and cooperative education programs.



As such, the term *experiential learning* as used in this paper is meant to be inclusive of any other names and definitions that exist for these programs such as applied learning, internships, practica, and service learning. Terms such as these may be used interchangeably throughout this document and all are meant to be synonymous with experiential learning.⁽¹⁾

Experiential learning typically falls into the following categories, any of which may be either paid or unpaid:

- Required for *academic credit*
- Required but *no academic credit* awarded
- Not required but *academic credit* awarded post facto
- Not required and no academic credit awarded
- Required for *service credit*
- Not required but *service credit* awarded

Examples of academic disciplines that most commonly require some form of experiential learning are Allied Health, Business Administration, Education, Engineering, Hospitality Management, Law, Medicine, Social Work, and Performing Arts. Many other disciplines make such opportunities available.

Compared to a decade ago, the number of students now engaged in learning activities outside of the traditional classroom is staggering. Correspondingly, where there is rapid growth of college or university experiential learning programs, there is, unfortunately, often rapid growth in risks that have not been addressed. It was this reality that led the Higher Education Practice at Arthur J. Gallagher Risk Management Services, Inc. to select the topic of experiential learning as its 2008 Think Tank topic.

Most discussions about developing experiential learning opportunities for students include topics such as the needs of the community sites, how the experience will enhance learning outcomes for the student; whether the experience will be credit-bearing, and if so, how many credits; logistics such as transportation, scheduling, and who is responsible for what part of the experience. These discussions should also include risk management issues in order to achieve the shared objective of a safe and rewarding experience for the individuals and community partners and to limit the risks/liabilities for all parties.

To emphasize this, there have been numerous cases where internships have gone awry and, as a result, colleges and universities have had to settle lawsuits because of risk associated with experiential learning programs. The most notable cases have included:

- Failure to warn students of known dangers;
- On-the-job injuries;
- Interns damaging an employer's or host site's technology;
- Auto accidents en route to placement sites;
- Allegations of sexual harassment; and
- Exposure to bloodborne pathogens.

⁽¹⁾ To understand the differences more precisely of the different types of experiential learning, see the California Campus Compact document titled "*Serving Safely: A Risk Management Resource for College Service Programs.*" Refer to "Resources" at the end of this document for web site information.



This year's Think Tank attempted to sort through the different types of experiential learning opportunities and to identify various risk management techniques that could be applied to limit liability and reduce the likelihood of harm to the student participants and their institutions. Particular attention was paid to both risks and rewards for all parties involved.

The audience for this publication includes faculty and staff members involved in any aspect of planning and organizing experiential learning programs of any type.

This publication would not have been possible without the participation and commitment of each member of the Study Team, whose members included:

- Mike Bale, Director of Risk Management and EHS, Oklahoma State University
- Pam Brumbaugh, Director of Experiential Education, Elon University; and Vice President, National Society of Experiential Education (NSEE)
- Troy Harris, Director of Risk Management, Westmont College
- Pamela Kirwin Heintz, Director, Mary Ann Shaw Center for Public and Community Service (CPCS), Syracuse University
- Marne Helgesen, Director of the Center for Instructional Excellence, Purdue University
- Ellen Shew Holland, Director, Department of Risk Management, University of Denver; and President, University Risk Management and Insurance Association (URMIA)
- Bruce Hooper, University Risk Manager, Arizona State University
- Craig McAllister, Assistant Director, Risk Management and Insurance; Cornell University
- Vincent Morris, Director of Risk Management, Wheaton College; and President-Elect, University Risk Management and Insurance Association (URMIA)
- David Pajak, Director, Risk Management Department, Syracuse University; and Member, Board of Directors, University Risk Management and Insurance Association (URMIA)
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Representatives of Arthur J. Gallagher Risk Management Services, Inc. were:

- John McLaughlin, Managing Director, Higher Education Practice
- Leta Finch, Executive Director, Higher Education Practice
- John E. Watson, Executive Director, Higher Education Practice



The Study Team strongly supports experiential learning opportunities in its many forms and also recognizes the unique challenges and risks that such learning brings to students, faculty and institutions of higher learning. This document, however, is not intended to identify all risk management issues or provide solutions to all such issues associated with managing the risks of experiential learning opportunities. Rather, it is meant to provide the reader with the understanding that there are various potential risks and that those risks need to be managed in order for the student to have a positive and meaningful experience, for the institution to enhance its reputation and competitiveness, and for the host site to be an engaged and satisfied partner in the process.

As with any major task, the first step to managing risks is to commit to getting started. Our hope is that this monograph will help you do just that.

John McLaughlin
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Introduction

The last decade has seen an exponential growth in the number of students participating in experiential learning programs. Many degree programs require internships and community based learning experiences in order to complete requirements for majors and academic degrees. Community based service learning is also strongly encouraged and supported at the majority of colleges and universities. International cooperative education programs are expanding as well, and experiential learning is now considered an advantage when seeking employment after graduation.

At the same time, misfortunes during these programs have derailed a number of students' career opportunities, and, in some instances, claims costs have reached astronomical proportions, thereby affecting college and university resources and reputations.

Traditional concerns of liability most commonly arise from injuries caused by the actions of students. Examples include:

- Negligence claims such as those arising from an early childhood education major who dropped a child while interning at a local daycare center;
- Intentional actions such as a male student allegedly molesting a child in an after-school youth group while participating in a service learning program; and
- A variety of "malpractice" and errors and omission claims involving students in professional majors, such as accounting and law, who volunteer at tax and legal aid clinics, and healthcare students involved in clinical rotations.

Liability, however, may also arise from an institution's duty to the students themselves. In a landmark case in 2000, the Florida Supreme Court ruled that a university "may be held liable for a student's injuries at an off-campus internship site if the institution has a significant role in establishing the internship and knows in advance that the site is dangerous."⁽²⁾

The case involved a student who was robbed and assaulted in the parking lot of the agency to which she had been assigned by the institution for an internship. The lawsuit confirmed that the university had been aware of previous similar attacks at the same location but failed to warn the student or otherwise provide for her safety. Although the lower courts ruled in favor of the institution, the Florida Supreme Court determined that the institution had a duty to warn its students of dangers if the institution exerts considerable control over internship assignments.

As institutions place greater emphasis on experiential learning in their recruitment and marketing, and as they incorporate more opportunities into the design of their curricula, institutional responsibility over the conduct of the programs will only increase.

⁽²⁾ Nova Southeastern Univ. v. Gross. 758 So.2d 86 (Fla.2000). See Jeffrey Selingo, "Florida Supreme Court Says University is Liable for Intern's Injury," *The Chronicle of Higher Education*, May 5, 2000



Constance Neary, Associate Vice President for Risk Research and Associate General Counsel at United Educators Insurance⁽³⁾ (“UE”), provided the following information based on UE’s claims history involving experiential learning programs.

“United Educators has seen claims arising out of experiential learning programs that involve a wide range of issues from both its educators Legal and General Liability coverages.

Many claims have occurred in professional programs that require certification or licensure post-graduation, for example medicine, nursing, counseling, and physical therapy. These claims often involve programs in which the career or professional goal is quite clear and the clinical experience often comes at the end of the program, which means the student is heavily invested financially and personally. The extreme disappointment of the student dismissed from the program based on the experiential learning component can lead to a claim against the institution for breach of contract, unfair and deceptive trade practices, unjust enrichment; and sometimes discrimination if the student is from a protected class. The largest UE loss involved an unsuccessful medical intern, who was dismissed from the program for poor performance in his rotations. He fought the case for a decade and it has resulted in over \$1 million of loss.

Quality issues are the institution’s responsibility and, when there is a lapse, the claims that result can generate tremendous sympathy for the complaining student. If a student participates in an experiential learning program that is poor in quality or does not meet the requirements of licensure, then the institution can expect the student to demand a return of tuition and/or seek enhanced damages for deceptive trade practices.

Student injuries that may occur on campus, for example sexual assault, suicide, and slips and falls, can also occur in the internship setting as well. Students may not, however, receive the same level of support from his or her campus during the experiential learning experience, or the institution may be slow to “own” the response to the injury, which can lead to a claim. The largest GL loss in UE’s study concerned a rape that occurred during an internship experience that took place in China.

In summary, ELL claims have alleged “wrongful acts” such as breach of contract, breach of due process, discrimination, negligence, and fraud. Of these claims, 45% involved an “access” issue, arising out of institutional decisions to dismiss, withdraw, non-renew, or deny the learning experience; 32% involved an alleged failure to educate resulting in failing or low grades or an overall failing performance during the internship, or clinical; and 23% involved “quality” issues such as poor quality placements, poor overall experience, or poor support or assistance during the internship.

The GL claims all involved bodily injuries occurring during the experiential learning program such as sexual assault, rape, slips and falls, suicide, needle sticks, and cut fingers.

The risks notwithstanding, the benefits of experiential learning are significant. These benefits are discussed on the next page.”

⁽³⁾ United Educators Insurance, a Reciprocal Risk Retention Group, is a licensed insurance company owned and governed by more than 1,160 member institutions and organizations throughout the United States



Benefits to Students

Students who complete an experiential learning programs tend to develop an enhanced sense of citizenship and civic responsibility, a network of contacts, a more professional approach to their work life, and a more realistic world view. Other benefits include:

- On-the-job experience resulting in developing a fundamental skill set, including for example, an understanding of the importance of clear, concise communication and the challenges of time management;
- An opportunity to develop professional maturity;
- An advantage when conducting job searches; and
- An opportunity to see how professionals act and interact in a real-world setting.

Experiential learning also provides students with alternative learning styles an opportunity to succeed in a work environment whereas a traditional classroom may be more of a challenge for them.

Benefits to the College or University

By adding greater value to the educational experience, student admissions can improve as the college or university becomes more competitive for an anticipated shrinking number of applicants.⁽⁴⁾ Furthermore, student retention numbers can become more favorable. Experiential learning programs also provide a means by which the institution can reach out to the business community as partners, and in doing so, provide a means by which faculty can stay current in their fields by associating with employers. Local municipal internships can also aid in maintaining positive town-gown relations.

Benefits to Business and Community Partners⁽⁵⁾

Employers that provide experiential learning opportunities to students, benefit as well. In so doing, they meet their civic obligation in a meaningful way. They directly participate in the process of training and educating a qualified work-force, which may lead to hiring future employees.

Experiential learning also provides employers with the opportunity to enhance their company's or organization's visibility on campus and in the community. Public and non-profit sites benefit, not only from the additional person-hours provided that help keep many community-based programs operating, but also from the energy and new knowledge students bring to these segments of the community.

⁽⁴⁾ Western Interstate Commission for Higher Education, Knocking at the College Door: Projections of High School Graduates by State and Race/Ethnicity 1922-2022; March 2008

⁽⁵⁾ The use of the term "Community Partners" pertains to all host site entities regardless of whether the partner is a for-profit or not-for-profit entity and whether the student is compensated for the learning experience



Further, there is wide agreement that the value of combining traditional classroom learning with practical experience benefits society at-large.

The following sections will guide the reader through various risk management steps. These steps are meant to help the college or university to minimize its risks and enhance the student's learning experience.



I. Risk Identification

In the following e-mail inquiry from a university staff member assisting with planning experiential learning programs sent to the university's risk manager, one can readily observe the need for a well-coordinated and well-understood institutional approach to managing experiential learning risks:

"Dear Risk Manager,

My understanding is that a student is going abroad exclusively in order to work with a local NGO in Uganda. This is not a study abroad program and the student is financing the trip herself. She simply wants to conduct a formal research project which will culminate in a written product eligible for credit.

In this case, does the student still need to contact the Office of International Programs? Also, please let me know the role the budget officer would have, and how to contact "Counsel" regarding contractual issues, if there are any."⁽⁶⁾

Overall Policy Development

Experiential learning is meant to provide a legitimate learning experience. To achieve this, the college or university typically addresses in advance some basic programmatic and operational issues, including for example:

- The academic goals of the experiential learning opportunity;
- The tasks and responsibilities of all parties involved;
- Evaluation procedures of the learning expectations;
- Whether to award academic credit for internships when not required by degree programs; and
- Policies and procedures that address paid and unpaid internships.

As previously stated, examples of academic disciplines that typically require experiential learning are Education, Social Work, Business Administration, Allied Health, Medicine, Law, Performing Arts, and Hospitality Management.

If it doesn't already exist, a Risk Manager can start developing a coordinated institutional response by using the checklist on the next page.

⁽⁶⁾ Reprinted with permission from an e-mail message received by a university risk manager



Risk Identification Checklist

A risk manager should get to know the staff and faculty members involved in assigning and managing experiential learning programs. On large campuses, however, this might include hundreds of persons. A key starting point could be with the provost's and registrar's offices. (See section IV "Risk Management Techniques" for a basic program identification form.)

Among other things, the risk manager should determine the following:

- The types and numbers of experiential learning programs offered and by what departments and programs.
- Are there clearly defined guidelines for all experiential learning programs?
- Are student orientations conducted and do they include the institution's policies and procedures, the academic expectations, and a review of any risks that may exist in the program?⁽⁷⁾

Without participating in a comprehensive orientation, a student can be surprised by:

- An employer's request for health screening and a background check;
 - Medical and other insurance requirements;
 - Discipline and dismissal procedures;
 - Requests to sign confidentiality and non-compete agreements;
 - Requests to sign assumption of risk or waiver of liability forms;
 - Unsafe business practices at the worksite;
 - An expectation that the student use his or her personal vehicle for business travel; and
 - Possible workplace discrimination or harassment.
- Does the institution choose and prescreen host sites or are students expected to select their own site and negotiate the terms of their experiential learning program?
 - How does the institution handle a request for a leave of absence when an applied learning experience is a required component of the degree program?
 - What is the institutional policy if a student's actions result in the need for discipline or dismissal from the program? How will disputes between the host site and the student be resolved, especially when the student denies any wrongdoing?
 - Does the institution inform the host site of applicable Family Educational Rights and Privacy Act ("FERPA") regulations and the need to maintain the privacy of student records, reports, and evaluations?

⁽⁷⁾ For a sample orientation checklist, refer to the California State University's document titled *Best Practices for Managing Risk in Service Learning* at www.calstate.edu/CSL



- ☑ Does the institution create an agreement with the student outlining the institution's expectations and the student's responsibilities while participating in an experiential learning program? Does it state that the student will also be expected to comply with the host site's policies and procedures?
- ☑ Are students advised on how to report misconduct they may experience or observe that may impact their success at the site? Procedures on how to assist a student in these situations need to be defined in advance of the placement, including how to investigate such allegations.
- ☑ Do students provide emergency contact information? To whom?
- ☑ Are supervisors/professors required to follow appropriate institutional guidelines, including contract routing procedures?
- ☑ Do professors understand that a student signing an experiential learning agreement as required for a course may constitute a contract between the institution and host site and, as such, students almost certainly do not have signatory authority to bind the institution?
- ☑ During the contracting process, is it made clear:
 - Who pays for Workers' Compensation coverage?
 - Whether a student is expected to drive his or her own vehicle for site responsibilities?
 - That position descriptions and required activities be clearly described in writing?
 - That the host site is required to provide General Liability coverage, and that it is clearly stated in writing that the host site is responsible for the actions of its employees?

Clearly defined programmatic and operational policies and procedures such as these are the starting point, and, by addressing them, many risk issues will be resolved in the process. The benefits to all parties include better planned, organized, and administered programs that will have a higher probability of accomplishing the desired goals for all stakeholders.

Another e-mail message illustrates the need to embed risk management techniques into all aspects of experiential learning programs:

"Dear Risk Manager,

Two of my applied learning students, assigned to two different agencies, are going to spend time out of the country with their internship; one is scheduled to go to Israel and one to Africa. What do I need to do in terms of risk management?"⁽⁸⁾

There is much the inquirer needs to do in order to help plan for a safe experience for the interns and to minimize the risks to the institution.

Although the following is not an all-inclusive list, it does convey a range of concerns that should be considered and managed in connection with any experiential learning program.

⁽⁸⁾ Reprinted with permission from an e-mail message received by a university risk manager



A. Host Site Evaluation

The host site will be an environment over which the college or university does not have direct control. When selecting a site for *required* experiential learning programs, such as credit-bearing internships, some colleges and universities conduct a site visit, including locations outside the United States, to determine overall acceptability, to note any readily observable hazards, and to meet the student's immediate supervisor. Any site that does not meet minimum health and safety standards or acceptable supervisory oversight should not be allowed to participate in the program. This includes all locations, even those that are outside the United States.

In other situations, institutions have taken the position that evaluating off-campus risks by conducting inspections of internship sites and workplaces creates a higher degree of liability exposure for incidents that might occur, such as in workplaces with an independent obligation to provide personal protective equipment and adhere to workplace safety regulations. This approach may be appropriate when the relationship between the institution and the employer is relatively remote, such as when the student is required to identify his or her own internship site and develop an agreement with the employer to meet the academic goals and objectives as defined by a faculty member.

In any event, the institution should take feedback from previous students and take any other information it has received into account. For example, in the Florida Supreme Court case⁽⁹⁾ (discussed in the *Introduction* of this document) that upheld a liability determination against a university for a student's injuries at an internship site, the ruling was supported by the fact that the university had a "significant role" in selecting the internship site and knew, or should have known, that the site was dangerous because several previous incidents of violence had occurred at that site.

Liability aside, the perception of safety can impact other areas of an institution's exposure to risk, including to its reputation, and that of the programs experiential learning is intended to enhance.

By nature, students are less experienced than other employees at the work site and may be more naïve concerning potential risks to their own personal safety. Design of experiential learning programs should include consideration of whether the physical environment is compatible with the intended educational experience.

The institution's direct involvement in site evaluation may vary depending on the institution's involvement with other aspects of the experience. Whatever the policy decision, the college or university should consider the pros and cons of the liability issues and the potential financial and reputational impact of its decisions and establish protocols to minimize the associated risks.

⁽⁹⁾ Jeffrey Selingo, "Florida Supreme Court Says University Is Liable for Intern's Injury," *The Chronicle of Higher Education*; Tuesday, April 4, 2000



B. International Experiential Learning Considerations

Whether required or permissively approved,⁽¹⁰⁾ service learning sites outside the United States create unique risks and may magnify concerns common to domestic experiential learning programs. If the college or university has a department of international programs that coordinates and manages international learning programs, the department of experiential learning should coordinate with this department before sending students abroad. It is important for institutional policy, as well as liability reasons, that both departments have consistent operating policies and procedures for experiential learning programs, whether domestic or international. Cross-departmental inconsistencies in institutional policies and procedures can lead to significant liability exposures.

Colleges and universities with foreign students attending classes on F-1 or other student/visitor visas must be knowledgeable of any limitations imposed by U.S. government regarding the legality of required experiential learning programs, particularly if they are paid internships. For example, after completing their studies, F-1 visa holders may not be employed on-campus unless authorized for practical training.

For students approved for internships in foreign countries, the institution will want to know in advance what the host country laws are regarding student internships. For example, Ireland has strict limitations on foreign students doing internships in-country, as does France. Many countries will want institutional assurances that the internship is legitimate and related to academic study to minimize their risk of companies hiring “black market” workers.

C. Transportation Risks

As with the work site, liability for transportation-related risks may vary depending on the institution’s involvement in the site selection process. To create as much distance between the student’s liability exposure and that of the college or university, some institutions require that all travel to and from the learning site be the student’s responsibility, not unlike their transportation to on-campus classrooms. This may include a separate agreement between the university and the student generally reflecting that students will provide for their own transportation and will be solely responsible for any liability, medical expenses, and collision damage associated with travel.

In other cases, the college or university chooses to provide transportation to the experiential learning site, ranging from bus transportation to allowing students to drive college or university vehicles. In the latter case, the institution not only provides the maintenance and insurance for the vehicles, but also bears the potential liability to passengers and others for entrusting the vehicle to the student. In addition, special care should be taken before students are “assigned” to ride with non-professional drivers.

Whatever the policy decision regarding transportation, the college or university should consider the potential liability exposure and the potential financial and reputational impact of its decisions and establish protocols to minimize the risks. Decisions in this regard may differ for required versus voluntary programs.

⁽¹⁰⁾ “Permissively approved” means programs that are not required but may be self-organized by the student and course credit may be applied for post facto.



D. Special Health Risks

Health risks most often concern students in the medical professions who will be required to complete a practicum or internship in a health care setting. In these cases, it is important to know what their specific status will be at the host site.

For example, the Connecticut Supreme Court reversed a jury's decision to award \$12 million to a former medical intern who was infected with HIV while being trained at her university's hospital.⁽¹¹⁾ The institution successfully argued that the intern was an employee of the hospital and was entitled to Workers' Compensation as the sole remedy for the infection.

Whatever a student's employment status, the student should be fully informed of all bloodborne pathogen risks and precautions and what, if any, inoculations are needed or required, such as the Hepatitis B vaccine series and titer test.

When a precautionary vaccine is required, a decision as to who will pay for it should be made in advance of placing the student. Some institutions require a student to pay for the vaccine and, in other cases, because the practicum or internship is required, the institution will pay for it. In other situations, because the host site is benefiting from the inexpensive labor supplied by the student, the site will pay for it. In any event, there should be a procedure in place to confirm that the student did in fact receive any required vaccine.

E. Religious Issues

Both the institution and the host site must comply with all applicable statutes concerning discrimination based on one's religion; however, accommodating a student's beliefs may sometimes be a challenge.

For example, a college or university will need to have established in advance a policy and procedure to address an allied health or medical student who may refuse to have a required hepatitis B vaccine series based upon his or her religious beliefs.

Challenges can also occur if an allied health or medical student is placed in a faith-based healthcare setting and must adhere to religious beliefs and practices with which he or she may disagree.

Although not a health care setting, consider the student at a southern public university who asked to be placed in a summer ministry camp to complete a required internship. The camp refused to sign the university's memorandum of understanding (MOU) stating the camp was required to adhere to an open hiring policy. The camp instead stated it wanted all of its interns and counselors to be Christian.⁽¹²⁾

⁽¹¹⁾ Katherine S. Mangan And Nina Willdorf, "Court Reverses \$12.2-Million Award to Yale Intern Infected With AIDS virus," *The Chronicle of Higher Education*; Tuesday, April 4, 2000

⁽¹²⁾ "Credit for Camp;" Cases Noted, *Perspective*; June 2002



The university proposed another internship site, but the student refused. She completed her internship at the camp and sought credit afterward. The school refused to award her credit in the absence of a signed MOU, but the state's attorney general ruled in her favor stating the university had violated the student's First Amendment rights.

F. Special Risks for Special Needs

A college or university will at times offer alternative placements to students with special needs. In so doing, the institution will have to use caution in addressing physical, mental, and work-site limitations and regulatory requirements that could prevent the student from having a successful experiential learning opportunity.

For example, colleges and universities must protect student rights by complying with various statutes and regulations that may apply in the context of experiential learning programs, including the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1967, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and applicable state and local laws or ordinances. Depending upon whether the students are considered employees of the host site, the host sites may have additional legal obligations as well (e.g. under the Family Medical Leave Act). Compliance with these legal requirements is essential to positive experiential learning programs. At the same time, eligibility requirements (sometimes referred to as "technical standards") for certain programs may include specific physical mobility and strength standards, mental health and behavioral conditions, and basic education and work skills that not all students required to participate in a program will be able to adequately demonstrate even with any reasonable accommodations that may be required.

Colleges and universities should define in advance, for any required experiential program, any qualifying expectations, including academic achievement, required physical and mental capabilities, and anything in particular that would be necessary in order for a student to meet the requirements of the experiential learning opportunity.

It is best for the institution to also decide in advance how it will manage objections by some students who will believe they are unfairly excluded from certain programs. Having predetermined options and alternatives available to offer these students is desirable.

It is important to note that when colleges or universities err in judging the qualifications of a student, the courts may intervene if the institution's decision does not comply with the legal requirements set forth above or is otherwise arbitrary or capricious or without a discernible rational basis.

If colleges and universities have well publicized policies and procedures that comply with various applicable legal requirements, courts will be less likely to second-guess the institution's decisions.



G. Third-Party Programs

As a greater number of third parties offer experiential learning programs and the more colleges and universities outsource their programs to these companies, it is imperative that the college or university assures itself that all promotional materials accurately reflect the experience, conditions, expectations and outcomes being offered and that the course design meets all standards promulgated by the institution.

It is also important to consider that however independent the institution officially views the work site or the third-party provider, the more the institution requires the experience, the more “blame” it may incur when things do not go well and the more oversight responsibility it should have had or may have.

H. Sexual Abuse

Molestation of children by student interns and molestation of student interns by worksite employees or volunteers are, unfortunately, serious risks that need to be acknowledged and prevented.

To minimize the risks of student interns molesting a child at an experiential learning site, background checks are likely to be required by the host site. Alternatively, it may be advisable for the institution to perform such checks. Background checks may include obtaining information from state and federal sex offender registries and agencies or organizations that conduct criminal background checks. Background checks typically provide limited information. As a result, institutions often have to decide on the scope of such checks.

If background checks are to be conducted, relevant questions include: how extensive will they be, who will conduct them, who will pay for them, and who will have access to the results? In some cases, the institution expects the host site or employer to conduct them if they are a pre-employment requirement. In other cases, the college or university takes responsibility for performing the checks.

In any case, it is important that a background check is done in full compliance with all applicable laws, including for example, the Fair Credit Reporting Act, and with the full knowledge and consent of the student.

To minimize the risks of student interns being molested at the host site, students should be advised to report any inappropriate behavior. They need to know in advance who at the worksite to contact and who at the college or university to notify. Steps to immediately investigate will need to be employed and all efforts to protect the student will have to occur. It is best to inform the student in advance of any applicable reporting procedures.



I. Discrimination and Sexual Harassment

All parties should be aware that discrimination and sexual harassment go beyond the college's or university's on-campus policy and are also prohibited by law. Significantly, students may have the right to sue over discrimination and sexual harassment that occur at host sites.

Although only a "close call," one Midwest Christian College was embroiled in a sexual harassment case when a female intern alleged that a physician at her host site made unwelcome advances toward her.

Because a number of college and university discrimination and sexual harassment policies extend to the conduct of third parties, this is an important subject to address with any potential host site. Similarly, students should be advised that they are bound by the institution's discrimination and sexual harassment policy during any experiential learning program.

If the college or university selects the host sites, the institution and students assigned to those sites should review the employer's anti-harassment policy to determine the consequences and, for those who may fall victim to workplace discrimination and harassment, how to file or report such incidents, and how often periodic training in policies and procedures is provided for employees.

J. Intellectual Property and Issues of Confidentiality

Student interns may come into contact with confidential data or proprietary information at a worksite; and in the allied health fields, legally protected patient medical information.

The legal requirements regarding patient confidentiality are straightforward and clear. All students contemplating an internship or practicum where they will come into contact with patients or patient medical information should be advised of the specific state and federal laws regarding confidentiality, including the federal Health Insurance Portability and Accountability Act (HIPAA), and any applicable state laws. This information should be presented at orientation by the college or university and again by the employer at the internship site.

Other non-healthcare internship and community placement sites may have concerns as well about students coming into contact with other sensitive data or proprietary information.

Further, an employer may require that any information deemed confidential and made available during the internship not be used in any reports or stated in writing which could, unfortunately, limit a student's ability to adequately account for his or her experience. This could also bar the institution from asking the student to inform college or university personnel of any potential situations that might require investigation. Despite these potential complications, students can often provide information in a de-identified format and should always be encouraged to report any concerns to their institution.



In all such cases, the college or university will want to consult with their legal counsel for assistance in rewording such expectations to the satisfaction of all parties involved. An example is to include wording such as “*except as required by law*” in agreements involving the confidentiality of information.

If the institution is neutral on the conditions of confidentiality as presented by the employer, it is recommended that a written understanding exist between the employer and the student explaining the need to keep such information confidential, specifying the type of information to be kept confidential, and stating when the confidentiality requirement lapses. If possible, the college or university should not be party to any such agreement.

Likewise, the employer should be informed that any work product initiated and completed by the student may belong to the student and not the employer. If necessary, arrangements should be made to permit the student to grant the employer the rights to use the material. In any event, the parties’ expectations with regard to intellectual property issues should be set forth in writing before the learning experience begins.

K. Guest Travelers

Some colleges and universities allow family members to accompany a student when he or she travels for academic purposes, including out-of-state or out-of-country, believing that having family members along may improve the experience.

Other institutions disallow it, believing that family members may detract from the learning experience and may cause the student to have to make choices that could undermine his or her experience in the event a spouse or child gets sick or requests the student to take “a day off” to go sightseeing.

Either way, the institution will want to make its policy clear before the request occurs and the college or university finds itself having to make a decision regarding an “exception” without sufficient consideration of the pros and cons.

If the institution decides to allow family members to accompany the student, it is advisable that the institution create a “Family Waiver” and a “Family Foreign Travel Waiver” for the student and each family member to sign. (See Appendix F for sample waiver.)

Unless otherwise decided, the institution will also want to be certain that the family members understand that by granting permission for them to accompany the student in no way obligates the college or university to provide health or accident benefits or any other services to family members.



II. Legal and Contractual Considerations

As noted earlier, the more involved the college or university is in identifying and selecting host sites for student placements, the greater the potential for institutional liability. Correspondingly, the more responsibility the student has in selecting his or her experiential learning site, the greater the potential exposure for the student and the host site.

Safety and compliance generally enhance and support the educational value of the experience for the student and reduces risk for all. The institution, however, may have obligations that do not typically arise in the ordinary business of the work site. Similarly, the work site may have safety or compliance requirements that are at odds with the goals of the educational institution. How to allocate responsibility for various risks is often a matter of negotiation between the educational institution and the work site.

Given these considerations, before entering into any experiential learning program, the contractual obligations and any applicable institutional or host site guidelines should be clearly set forth in writing so that all parties involved understand their respective rights, responsibilities, and legal limitations. This includes agreements between the college or university and the host site, the host site and the student, and perhaps between the college or university and the student. (It is typically not advisable to agree to a three-party contract as it can add to cost and confusion in the event of a claim.)

It is at this point that the institution needs to consider its position toward the experience and the employer. For example, will the institution accept responsibility for ensuring that students meet the employer's qualifications or comply with pre-employment requirements? Will the institution agree to advise the students as to such requirements? Or, will it leave these matters between student and employer? To what extent does the relationship benefit the institution in terms of the educational program? To what extent does it benefit the employer in terms of inexpensive labor? The contractual discussions may be unique to employers, in that the employer may seek promises that the institution cannot provide on behalf of its students.

When placing a student at an internship site, the institution and the employer need to consider potential risks, such as those associated with:

- Violation of education laws, e.g. student privacy (FERPA) and equal opportunity laws such as Title VI, Title IX, ADA, the Rehabilitation Act, the Age Discrimination Act, etc.;
- Violation of employment and labor laws applicable to the host site, including but not limited to minimum wage laws;
- Breach of any written or implied contract; and
- Student injury or death



Institutions should consider addressing the following areas in agreements or contracts between the institution and host site and between the host site and student.

- Precise and clear expectations of both parties.
- Clearly stated goals, methods, and expected outcomes.
- Term of agreement and how the agreement can be terminated.
- Method used to select students for a particular learning experience.
- Mechanisms to allow the institution to maintain control over academic components of the experience.
- Policies of the host site to which the student will be subject during the experience.
- Procedures to follow if the student or host site fails to perform as promised.
- A statement that the college or university reserves the right to alter or eliminate the program as needed under specific conditions. Any such conditions should be defined in the agreement.
- Specificity as to whether the student will be considered a volunteer, with or without a stipend; a contractor; or a paid employee.
- A statement of indemnification, including who pays for defense and who will indemnify whom.
- A statement regarding insurance coverages, including what insurance coverages are expected to be in place and which of the parties is providing the various types of coverage.
- Compliance expectations with regard to federal, state, and local laws, including identifying those that are the responsibility of the host site, the college or university, and the student. (Students may have various forms of protection from being held personally liable for work performed as an intern. In some states, all public employees have statutory indemnity, meaning that if they are sued for actions in the course of employment, the employer must defend them. Also, the Federal Volunteer Protection Act of 1997 may apply in some situations, granting immunity for interns working for certain governmental or non-profit entities.)
- Consequences of a breach of contract by the institution and the host site.
- Responsibility for harm or injury to third parties by student interns and for harm or injury to student interns.

For a sample orientation checklist, refer to the California State University's document titled *Best Practices for Managing Risk in Service Learning* at www.calstate.edu/CSL



III. Insurance Considerations

Many insurance considerations may apply, the breadth of which depends on the type of experiential learning. Insurance issues can be confusing and complicated for laypersons. Consider the following e-mail inquiry:

“Dear Risk Manger,

*I am writing for clarification of the university’s workers’ compensation policy. It reads, ‘Students are covered by the university for injuries sustained while working in **unpaid** field placement positions. Students are **not** covered by the university for injuries sustained while working in **paid** field placement positions. Students in paid field placement positions should consult their respective agencies to ensure that *Workers’ Compensation* insurance is being provided on the student’s behalf. Be advised that some agencies may require field placement students to pay into the *Workers’ Compensation* fund on their own. Field placement agencies should consult the Division of *Workers’ Compensation* or their professional accountant for advice on workers’ compensation coverage as it relates to students in salaried positions.’ So, my question is, if the student at a practicum site receives (1) work-study funds (which the agency pays a portion of) or (2) a stipend paid by the agency, does this qualify as a ‘paid’ field placement position in the meaning of the term ‘paid’ as stated in the policy above?’¹³*

To simplify this question, states have differing Workers’ Compensation laws and the college or university should be aware of who is legally responsible for providing the Workers’ Compensation coverage, regardless of whether the student is being paid as an intern or volunteer. If the law is not clear on the subject, then the issue should be resolved between the host site and the institution. An understanding of Workers’ Compensation may affect other liability considerations. For example, “employees” covered by Workers’ Compensation insurance are often barred from suing their employers or co-workers, and those employers may be prevented from recovering the claim costs from other responsible parties.

Overall insurance coverage considerations will also be affected by where the experiential learning is occurring; either on campus, off campus locally, elsewhere in the United States, or internationally.

A comprehensive accounting of experiential learning programs and their locations should be provided to the institution’s insurance broker for assurances that all needed and necessary coverages are in place. Coverages may include, for example,

- For the college or university:
 - Workers’ Compensation if students are employed on campus or with approved field placement centers and of required by course or degree
 - General Liability providing coverage to students engaged in experiential learning programs

¹³ Reprinted with permission from an e-mail message received by a university risk manager



- Auto Liability for student drivers if driving a university vehicle; personal autos are typically not covered
- Student Professional Liability for medical, allied health fields, and other professional programs ultimately requiring a license to practice
- For the student:
 - Life, Health, and Disability Insurance
 - Coverage under the institution's General Liability or "Experiential" policy
 - Coverage under parent's or student's homeowners/renters policy for personal liability if volunteering
 - Student Professional Liability for medical, allied health fields, and other professional programs ultimately requiring a license to practice
 - Auto Liability for personal vehicle
- For Host Site:
 - Workers' Compensation to cover the student, regardless of whether the student is paid
 - General Liability providing coverage for student interns
 - Auto Liability in the event a student is asked or required to drive a company vehicle
 - Professional Liability

Depending on the host site, the type of experiential learning program, and the expectations of the position, there are many specialty policies that may need to be in effect. These might include, for example:

- Aviation
- Watercraft
- Media and Publishers Liability
- Crime and Fiduciary
- Kidnap and Ransom



IV. Risk Management Techniques

Risk Management is a systematic approach to the identification and evaluation of risks faced by an organization for the purpose of selecting and implementing appropriate techniques for eliminating, minimizing, or transferring those risks. Risk management may also be seen as support to the overall mission of the organization by minimizing the unnecessary diversion of resources to such non-mission costs as liability claims or reputational “damage control.” In that sense, all management involves risk management, and the rewards of a good risk management program can include fewer accidents and injuries, significant cost savings to the institution, enhanced institutional reputation, and improved morale among students, faculty, and staff.

The risk management process for experiential learning programs consists of the following eight steps:

1. *Identify what experiential learning programs exist for the institution.*

The following depicts a sample program identification form. Obviously, the number of departments on campus offering experiential programs can be extended, as can other risk factors, by adding additional rows and columns. Once the institution’s experiential learning program exposures has been identified, the college or university can then move to step 2, “Evaluate Program Risks.”

Experiential Learning Programs							
Departments	Required/ for Course Credit	Required/ No Course Credit	Not required/ Course Credit Considered	Not required/ No Course Credit Considered	Are site placements provided?	Are there Contracts/ MOUs with host site?	Who signed it?
Department of Service Learning							
Medicine							
Allied Health							
Business School							
Hospitality Programs							



2. Evaluate program risks

Once the risks have been identified, the appropriate persons on campus can evaluate the likelihood that each will develop into a significant risk for the college or university (see the sample risk map that follows).

For example, a high likelihood means that the necessary factors to cause a loss are *always present*, and controls and procedures to mitigate the risk are non-existent or seriously deficient.

A medium risk means that the necessary factors to cause a loss are *usually present*. Controls and procedures to mitigate the risk are in place; however, a single failure or event may result in a loss.

A low-likelihood risk means that the necessary factors to cause a loss are *sometimes present*. Controls and procedures to mitigate the risk are in place; however, multiple failures or events may result in a loss.

A very-low-likelihood risk means the necessary factors to cause a loss are *not normally present*.

3. Measure the potential financial impact of something going wrong

The third step is to determine the financial impact the risks could have on the institution, keeping in mind that even a very-low-likelihood risk could have a severe impact if it were to materialize.

For example, a *severe impact* would result in a *significant* financial loss or disablement *to part* of the institution or program under review.

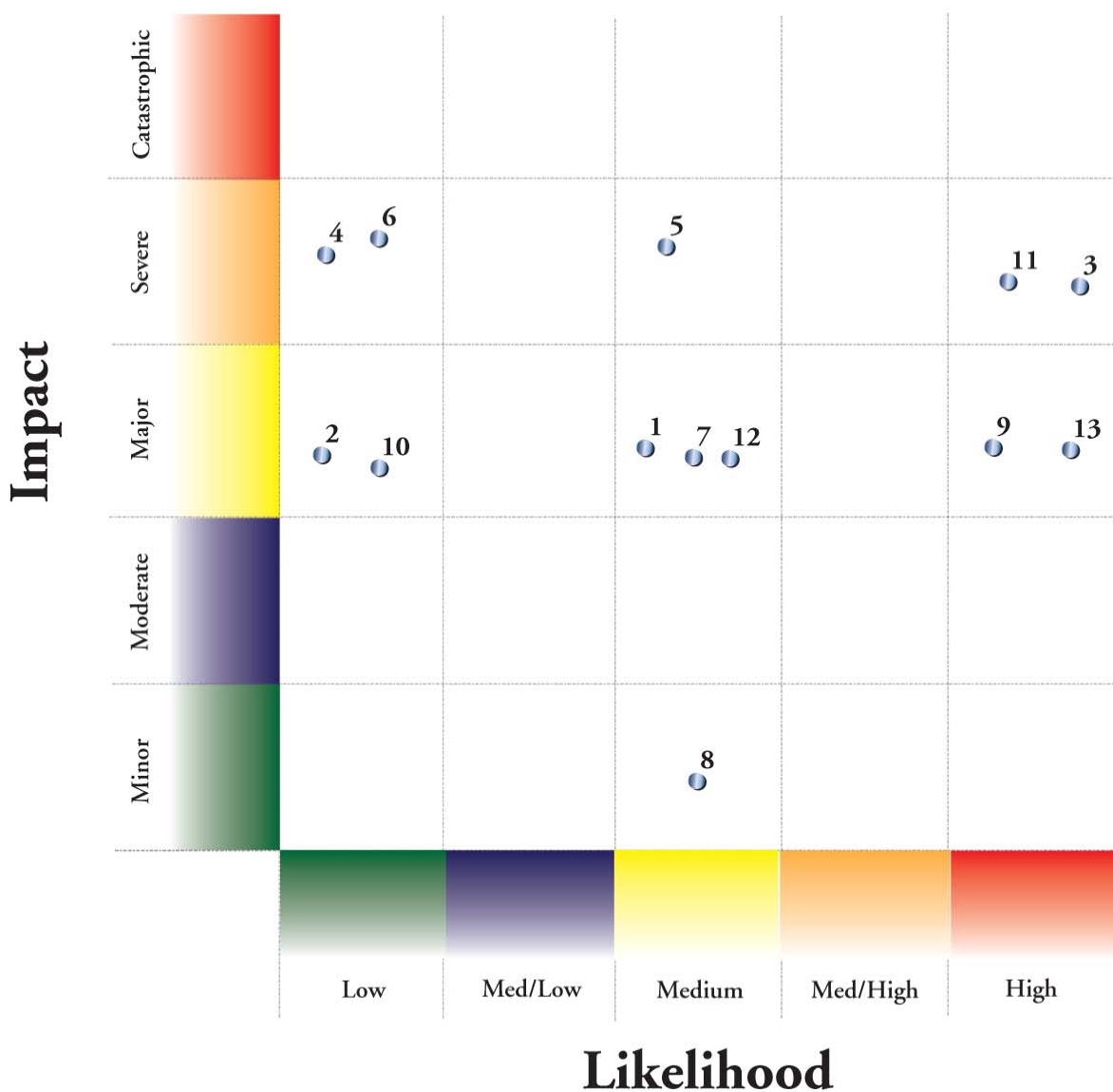
A *moderate impact* would result in a *significant* financial loss or disablement *to a relatively small part* of the institution or program under review.

A *minor impact would not result* in a significant financial loss or disablement to any part of the institution or program under review.

Once the risks have been identified, evaluated, and measured, they can be plotted on a risk map, as illustrated on the next page to provide a quick visual resource for highlighting what risks are crucial to minimize or eliminate.



SAMPLE College / University Risk Map



See the next page for a description of the corresponding numbers.



Risk Map List of Possible Issues

The following describes the corresponding numbers as they appear plotted on the preceding Risk Map.

This is meant as an example only. The reader may not necessarily agree with rankings.

#	Description	Likelihood	Impact
1	After graduating and starting full-time employment, student sued by host site for breach of confidentiality for commercial use of information gained during experiential program participation.	Med	Major
2	Inconsistent business practices at college or university regarding experiential program practices regarding minimum standards of acceptability of approved host sites.	Low	Major
3	Student's actions result in being dismissed from a mandatory experiential program at end of final semester prior to graduation; student sues for failure to educate and inability to secure employment due to lack of degree.	High	Severe
4	A faculty member signs a host site agreement without authority from college or university. The agreement calls for institution to indemnify the host site for all property damage and professional liability of the students during the experiential learning activities. A student accidentally damage's host site's expensive limited availability medical research equipment.	Low	Severe
5	Student sexually molests a minor that is client of host site program. Parent sues the host site, the student and the educational institution. The host site was not asked to extend their liability insurance to cover the student or the educational institution.	Med	Severe
6	School fails to grant credit for self-selected experiential program because institution does not permit self-selected sites for the specific academic program, but the academic advisor had inferred that the educational institution routinely accepts such sites for credit, after the fact.	Low	Severe
7	An existing approved host site experiences a dramatic increase in street crime in the neighborhood, including in the parking lot used by students. Institution had not reviewed host site approval criteria in the 8 years since original approval. As a result, institution does not advise students of increased risk or remove approval. Student assaulted and robbed.	Med	Major
8	Host site requests student to use their personal auto to run errands. Student found to be legally at-fault for collision, but host site's commercial auto insurance only provides liability protection for named vehicles.	Med	Minor
9	After 3 weeks at a host site, a student is released for failing to sign the site's confidentiality agreement that the educational institution had agreed that they would obtain in advance for all placements at site.	High	Major
10	Student contracts communicable disease due to lack of sufficient supervision by host site medical personnel when instructed to go beyond the minimum placement expectations.	Low	Major
11	Accounting students in sponsored but voluntary experiential program fail to provide accurate tax advice to clients of host site resulting in additional tax and penalties. Clients sue student and institution for professional malpractice.	High	Severe
12	Student injured in self-selected host site in developing country. The student was advised by academic department that the experiential program would be approved for academic credit. Prior to departure, the international studies office cancelled all programs in the same region of that country due to civil unrest. Since this experiential program was not supervised by the international studies office, neither the academic department nor the student was advised about the risk. Shortly after arrival in the foreign country, the student was seriously injured from the civil unrest.	Med	Major



4. *Determine the appropriate risk management techniques to eliminate or minimize risks to the participating students, the institution, and the host companies and organizations.*

Once it is determined what the risks are, what the likelihood is that they will materialize, and the financial impact if they did materialize, the institution can then begin to determine who is responsible and how they can begin to eliminate or minimize the risks.

5. *Implement the selected risk management techniques*

Once techniques to eliminate or minimize the risks are determined, the institution can then begin to implement them.

6. *Test the effectiveness of the techniques selected in step 5.*

7. *Change or improve the technique as needed.*

8. *Engage everyone in the process.*

It is important to any risk management initiative that everyone feels empowered to report safety concerns to an appropriate person who can and will take corrective actions. At the same time, everyone must believe it is his or her responsibility to set an example of good safe behavior. And, everyone must understand that unreported unsafe conditions can lead to the injury of another person.

Create occasions for everyone in the institutional process to become aware of the issues and risks they may face in internship placements. Let them know what the institution has done, and may not be able to do, to minimize risks. Clearly define the roles of the four primary players: the institution, students, faculty members, and employers.

Students should be oriented by the institution to the host site and the expectations of the employer prior to placement. The student should also be oriented by the host site prior to beginning any work. Orientations should include work expectations and reporting procedures for any safety and health concerns. Students should be reminded that their own personal choices in any situation can affect their safety and well-being, and, as adults, they are and responsible for those choices.

The institution should ensure that faculty who arrange internships are aware they are committing the institution to possible significant risk exposures, and thus should coordinate their internship placements with the appropriate administrators or central office.

In student and faculty orientations, underscore the fact that the institution cannot guarantee anyone's safety or protect anyone from their own potential liability.

By engaging the campus, risk management thinking becomes embedded in everyone's thought process. They begin to constantly ask:

- What can go wrong?
- What can we do about it?
- Who should be responsible for it?
- How do we pay for it, if it is our responsibility?



V. Conclusion

Experiential learning has become an accepted and expected activity on almost all campuses. As with any activity or program, experiential learning should be managed in such a way to minimize risk so that the learning opportunities can successfully grow and mature to the benefit of all parties involved.

To be successful, colleges and universities need a systematic process in place to identify existing programs and to be alerted to new ones. The risks associated with those programs need to be evaluated and techniques implemented to eliminate or minimize the risks. Legal and insurance considerations support effective risk management.

Risk management is the process by which risks are identified, evaluated, measured for impact, and eliminated or minimized, all with the goal of managing risk in such a way to present the lowest possible risk to the institution and its stakeholders.

Required experiential learning activities, whether for course credit or on a not-for-credit basis, create a greater degree of risk to the institution given the greater level of control over these activities typically exercised by the institution. For those activities that are voluntarily undertaken by the student to further his or her own practical experience, the student or the host site typically bears greater liability exposure.

Whether the institution is directly involved in identifying sites or placing students in specific internships or other learning environments outside of the classroom, it is important for the institution to define and understand the relationship and have a signed agreement with the host site clarifying the terms and conditions under which the student will complete the learning experience. This includes who is providing the insurance, including both General Liability and Workers' Compensation coverage. With Workers' Compensation, it is important to understand any applicable state law requirements. It may be the college's or university's responsibility if the applied learning experience is required by the institution.

Essential Risk identification questions to ask include

- What risks to the institution do students create when pursuing a required internship? How can those risks be systematically minimized?
- What risks to the student and the institution do non-required service learning and internships create? How can those risks be systematically minimized?
- What are the risks that host companies and organizations assume when students are placed for experiential learning activities?
- What insurance coverages are available to protect the institution and the students from potential general liability, auto liability, illness, and injury?

Students should be thoroughly oriented by the institution concerning the program and the expectations of the host site prior to placement. Students should also be oriented by the host site prior to beginning any work or other related activities. Orientations should include discussion of a number of topics, including, among other things, work expectations and reporting procedures for any safety or health concerns.



The goal is to provide the most meaningful, positive, and safe experiential learning opportunities for students, which, in turn, will ultimately benefit their institutions, the host sites, and society at large.



VI. Resources

Organizations with publications of interest to risk managers:

The California State University's Center for Service Learning has posted their Risk Management Manual on their website.

<http://www.calstate.edu/csl/>

Campus Compact is a national coalition of more than 1,100 college and university presidents, representing 6 million students, dedicated to promoting community service, civic engagement, and service-learning in higher education.

<http://www.compact.org/>

International Service-Learning Programs is an organization that integrates study aboard with volunteer service learning.

<http://www.ipsl.org/>

The Library of Congress has available on one of its websites, laws and pending bills regarding background checks for employees and volunteers.

<http://thomas.loc.gov/>

Missouri Western State University hosts the Annual Conference on Applied Learning in Higher Education.

<http://www.missouriwestern.edu/appliedlearning/conference.html>

National Association of College and University Attorneys (NACUA) has several publications that may be of interest and which are available for purchase at their website, including:

- *Accommodating Students with Learning and Emotional Disabilities: A Legal Compendium, Second Edition*
- *Religious Discrimination and Accommodation Issues in Higher Education: A Legal Compendium*
- *The Dismissal of Students with Mental Disabilities*
- *Student Risk Management in Higher Education: A Legal Compendium*

<http://www.nacua.org/>

National Service-Learning Clearing House (NSLC) operates a website supporting the service-learning efforts of schools, higher education institutions, communities, and tribal nations with timely information and resources, including a library of service-learning materials, e-mail discussion lists, and reference and technical assistance services.

<http://www.servicelearning.org/>

National Society for Experiential Education (NSEE) is a nonprofit membership association of educators, businesses, and community leaders.

<http://nsee.org/>

Nonprofit Risk Management Center provides assistance and resources for nonprofit organizations.

<http://nonprofitrisk.org/>

University of Minnesota at Morris has posted their Student Internship Guide, Faculty Supervisor Guide, and their Site Supervisor guide at their website.

www.morris.umn.edu/services/career/intern/



Appendix A

Syracuse University Risk Management and Insurance Student Internships Guidelines *Thanks to Syracuse University for providing this sample form*

The following guidelines should be followed when placing a Syracuse University student at an outside agency (“Host Institution”) to participate in an internship:

- 1. Contract.** Where possible, the University strongly recommends the use of a standard internship agreement prepared by the University for use within a particular department or college. If the Host Institution requires that its form of agreement be used, the form should be forwarded to Risk Management as soon as possible for review and approval. With respect to signing contracts, refer to the University’s policy in the Administrative Policy Manual under “Business and Facilities Maintenance Services” on executing contracts with external parties. Preferably the Vice Chancellor and Provost should execute all internship contracts.
- 2. Injuries to Students.** All University students should carry health insurance while participating in a University internship. If a student is injured, and the injury is attributable to the act or omission of another person, then the institution providing on-site supervision should be responsible. If the student is being paid by the host institution, the student should be eligible for Workers’ Compensation benefits from the host institution.
- 3. Liability for Student’s Actions.** The University’s position is that the institution that is supervising the student on-site should be responsible for the student’s actions. If the action results in liability, the host institution should be responsible for the damages associated with the student’s action(s). Please note that if the University is providing on-site supervision, the University has insurance coverage available for these instances. Call the Risk Management Department (x5334) for details
- 4. Insurance.** The Host Institution should have a liability insurance policy covering the acts of its employees and supervised student interns, in amounts reasonably satisfactory to the University. Upon request by Risk Management, a copy of the Host Institution’s certificate of insurance should be obtained and forwarded to Risk Management for review prior to the commencement of the internship.
- 5. Health Hazard.** The Host Institution should promptly notify the University of any exposure to a University student to a health hazard while performing the internship.
- 6. Transportation.** As a general rule, the student intern shall be responsible for transportation to and from the internship site and should carry automobile liability insurance as required by state law.
- 7. Governing Law.** The laws of the State of New York should govern the internship agreement.

These guidelines are not intended to be exhaustive of all issues that may arise from an internship, volunteer program, cooperative or service learning experience program. Individual colleges and departments are encouraged and urged to contact Risk Management Department (x5334) with any questions.



Appendix B

Westmont College Internship Learning Agreement Form Thanks to Westmont College for providing this sample form

Westmont College Internship Learning Agreement Form	955 La Paz Rd Santa Barbara CA 93108 www.westmont.edu	Internship Office 805/565-6085 Fax 565-6236 internship@westmont.edu
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PLEASE PRINT LEGIBLY AND PRESS HARD ENOUGH FOR ALL COPIES.

INTERN						
<i>Student</i> <small>(Last, First)</small>					<i>Email</i>	
<i>ID#</i>		<i>MS#</i>		<i>Cell Phone</i>		<i>Campus Extn</i>
<i>Major/s</i>						<i>Class Level</i>
<i>Instructor</i>						<i>Campus Extn</i>
<i>Academic Year</i>		<i>Semester</i>	<input type="checkbox"/> Fall <input type="checkbox"/> May	<input type="checkbox"/> Spring <input type="checkbox"/> Summer	<i>Planned Units</i>	<i>Prior I/P Units</i>
<i>Course</i>	<input type="checkbox"/> APP-190 <small>Elective Internship</small>	<input type="checkbox"/> APP-190SS <small>Service Internship</small>	<input type="checkbox"/> _____-190 <small>Major Internship</small>	<input type="checkbox"/> _____-190SS <small>Major Service Internship</small>	<input type="checkbox"/> AP-191SS <small>Serving Society (zero unit)</small>	<input type="checkbox"/> IS-190U <small>Urban Internship</small>
					<input type="checkbox"/> _____-190U <small>Urban Major Internship</small>	

ASSIGNMENT											
<i>Organization</i>					<i>Expected Hours</i>	<i>Units</i>					
<i>Street</i>						<i>Hours/week</i>	zero	2	3	4	5
<i>City/ST/Zip</i>						<i>Total hours</i>	up to 2	6	9	12	15
<i>Supervisor</i>					<i>Main Phone</i>						
<i>Email</i>					<i>Direct or Extn</i>				<i>Start Date</i>		
<i>Website</i>					<i>Fax</i>				<i>Avg Hrs per Week</i>		
					<i>Compensation</i>	<input type="checkbox"/> Hourly <input type="checkbox"/> Stipend	<input type="checkbox"/> Unpaid		<i>Number of Weeks</i>		
					<i>If Pd, Rate or Total</i>				<i>Total Hours</i>		

Agreements & Signatures

STUDENT	
I will endeavor to represent myself and my college well, and will abide by the relevant policies, procedures and ethical standards of the Organization.	
<i>Signed</i>	<i>Date</i>

INSTRUCTOR	
The student intern and I have reached agreement on the learning objectives for this practicum. I agree to communicate regularly with the student intern to discuss the internship experience.	
<i>Method/s of Evaluation:</i> <input type="checkbox"/> Term paper / Portfolio / Project <input type="checkbox"/> Learning Plan / Contract <input type="checkbox"/> Site visit <input type="checkbox"/> Journal <input type="checkbox"/> Other:	
<i>Signed</i>	<i>Date</i>

DEPARTMENT CHAIR (REQUIRED ONLY FOR URBAN PROGRAM)	
I have reviewed the internship plan and agree that it meets the criteria established by the department for earning major credit/s.	
<i>Signed</i>	<i>Date</i>

DISTRIBUTION	
<i>Blue:</i> Registrar	<i>Canary:</i> Internships
<i>Pink:</i> Instructor	<i>Photocopy:</i> Supervisor

SITE SUPERVISOR	
On behalf of my Organization I agree:	
1. To enrich the Student's knowledge by orienting him/her to the occupation, the work setting, and the responsibilities relating to the Assignment.	
2. To supply the Student with, and abide by, the Organization's policy against harassment and discrimination in the workplace.	
3. As the entity with influence over and responsibility for workplace safety, to extend Worker's Compensation to the Student in the event of an injury, just as would be extended to an ordinary employee.	
4. To assume the normal legal liabilities associated with our business insofar as they may be affected by the internship.	
5. To contact the Instructor should problems arise.	
6. At or near the completion of the Assignment, to complete an evaluation of the Student's performance.	
And for Assignments for more than zero Planned Units: (as marked above)	
7. To review and approve the Student's learning plan.	
8. To regularly evaluate and offer feedback on the Student's progress, projects, and areas of growth, and to review progress on the learning plan.	
9. To delegate no more of the Student's time for routine clerical tasks (filing, copying, answering the phone, and keyboarding) than is necessary for fulfilling the learning plan.	
<i>Signed</i>	<i>Date</i>

To the Site Supervisor:
Westmont recognizes that your willingness to offer this opportunity to the Student represents an investment of time, energy and attention. Over and over again we have seen outcomes that are beneficial for the internship sites as well as for the Student, and we appreciate that you make this possible.



Appendix C

Sample Confidentiality Agreement

The following confidentiality agreement is designed for a healthcare organization. It is still useful as an example.

Confidentiality and Computer Security Agreement

As an employee and/or Healthcare Practitioner of the XYZ Health System, I will have access to confidential information in the course of performing my job responsibilities. I acknowledge that I am to maintain all patient, physician, and employee information, and passwords, security codes and all computer and electronically acquired information in a confidential manner. This maintains my compliance with the Health Insurance Portability and Accountability Act (HIPAA) passed into law on August 21, 1996.

Patient and/or Health System information may not be revealed to anyone without proper written and signed authorization of the patient or guardian or as otherwise allowed by law. I understand that I am never to disclose, discuss or review, for personal purposes, any information from a patient's medical record or information relating to the care and treatment of any patient within the Health System.

The security codes issued by Information Systems (IS) are unique and known only to me, the IS security officer, and appropriate administrative personnel. To maintain the security of the XYZHS network, I understand that I am the only person authorized to use my security codes, as they will identify me on all of the XYZHS networks and systems.

I further understand that it is a breach of trust for me to divulge my computer security code to another, to use another employee's security code, or to use my security code for a purpose not required to perform my job. I realize there are legal implications in using a security code that is not my own, and that it is my responsibility to request a new security code if I believe another employee has knowledge of my code.

I understand I am responsible for the confidentiality of all XYZHS patient/employee/financial data that I access or obtain through a XYZHS computer, and will properly file, distribute, destroy and/or delete such information when the information is no longer required.

Electronic mail and Internet usage are governed by the same confidentiality rules as for computer access, and are to be utilized for business purposes only. I am responsible for the ethical use of the systems' capabilities, and will utilize the system appropriately to improve productivity and communication. The use of electronic mail to communicate vulgar, offensive, or inappropriate messages, including racial or sexual slurs is not permitted under any circumstances and will subject the sender to disciplinary action.

I understand that any violation of any security and confidentiality procedures for the Health System will result in disciplinary action, up to and including termination of my employment or Healthcare Practitioner privileges with XYZHS.

Name (Please Print)

Department Name

Signature

Date



Appendix D

SAMPLE
Internship Solicitation Form
Internship Opportunity

Date: _____

Name/Address Of Organization: _____

Description Of Organization: _____

Internship Description: **Software Research**

XYZ Management Corp is seeking assistance with conducting product research and comparing user friendliness, costs and support service needs for at least three products, two of which would be Extranet and Microsoft's Sharepoint. The selected product is intended to provide clients the opportunity to view their accounting records "24/7" as desired.

The project is simple. It requires perhaps several hours of internet research, a review of the product literature and perhaps a discussion with sales personnel to get a thorough understanding of the products being compared.

If you are interested in this project as an internship, verification or report of completion at the conclusion of the internship will be provided.

Qualifications/Skills Needed: **Must be self-directed, have good report writing and presentation skills, and have a good understanding of the meaning of "user friendly" when applied to software use.**

Application Deadline: **Open ended**

Duration	Paid	Housing Provided	Application Requirements
Summer _____	Yes _____	Yes _____	Cover letter <u> X </u>
January _____	Amount _____	No <u> X </u>	Resume _____
Fall Break _____	No <u> X </u>	_____	Transcript _____
Spring Break _____			Portfolio _____
Summer Job _____			Writing Sample _____
As needed <u> X </u>			Other _____

Contact: _____ **Title:** _____

Phone: _____ **Fax:** _____

E-Mail: _____ **Url:** _____

Submitted by: _____ **Date:** _____



Appendix E

Experiential Learning Program / Course Risk Management Analysis
--

Experiential Learning Title: _____

Host Name and Site Location: _____

Student's Name: _____

Faculty Advisor: _____

Credit or non-Credit? _____

Brief description of program/course and stated objectives: _____

Risks to the Student and how will they be minimized? _____

Risks to the College/University and how will they be minimized? _____

Risks to the Host/Sponsor and how will they be minimized? _____

<i>POST</i> Experiential Learning Program/Course Risk Management Analysis
--

Safety and risk management challenges I faced? _____

Strategies I used to overcome the safety and risk management challenges? _____



Appendix F

Release, Assumption of Risk, and Waiver by Family Members Traveling with University Employees

Thanks to University of Colorado for providing this sample form

Program Name: _____

Department: _____

Name of Faculty/Staff Employee: _____

Name of Family Member: _____

Dates of Travel: From _____ to _____

Please read this information completely before signing.

As a friend or family member of the above-named University of Colorado Employee, I exercise my own free choice to accompany the Employee on the trip. **I understand that accompanying the employee on this trip does not associate me with the University of Colorado and, thus, does not afford me any of the privileges or protections of an employee of the University of Colorado. I understand that I am solely responsible for any costs arising out of any bodily injury and/or disability, sickness, disease, or property damage sustained during this trip. I also understand the University of Colorado does not provide either health or accident insurance to me under any circumstances.**

I hereby release and discharge, indemnify and hold harmless the Regents of the University of Colorado a body corporate and their member officers, agents, employees and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against all claims, demands, costs and expenses, and causes of action whatsoever, either in law or equity, arising out of or in any way connected with any loss and/or bodily injury and/or disability.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release, Assumption of Risk and Waiver.

Read and acknowledged this _____ day of _____, _____

Signature of participant/parent or legal guardian if under age: _____



Appendix G

Risk Assessment for Academic Course/Internship

Thanks to University of Denver for providing this sample form

Name of Student: _____ **DU ID #:** _____
Telephone Number: _____ **E-mail:** _____
Professor: _____ **Department:** _____
Telephone Number: _____ **E-mail:** _____
Employer: _____ **Position:** _____ **Telephone:** _____
Date Submitted: _____ **Date Needed:** _____

**** Risk Management will do its best to return an approval to you as soon as possible but please allow a minimum 10 business days.*

*****Note: It is the Originator's responsibility to be aware of any University Policies and Procedures that may require additional departmental approval before submitting to Risk Management.**

Criteria: If any one of the following criteria is met, this form must be completed and returned the office of Risk Management at least fifteen (15) business days prior to start of employment.

Check all that apply:

Travel will be required as part of students work.
 Student will be working with hazardous materials.
 Work will involve construction or other form of building.
 Work will involve psychological testing.

(MORE?)



If none of the above boxes are checked, this work is considered Class 1 and requires no inspection from Risk Management.

Employer Considerations

Name of Business: _____

Hours: From: _____ AM PM To: _____ AM PM

Sun Mon Tues Wed Thurs Fri Sat

Address: _____

How long will the intern be working here? 0-10 Weeks 10-20 Weeks Temporary Indefinitely

Is travel involved? Yes No If Yes, How often? 0-20% 21%-50% 50% or more

Will the intern be driving related to work? Yes No If Yes, what will intern be driving? Company Vehicle Personal Vehicle

*****Please Attach a Job Description*****

“Please provide proof of insurance for General Liability of \$1M and \$2M Worker’s Compensation



International Travel Considerations

- Will the position involve international travel? Yes No *If Yes, please answer the questions below:*
- Have you informed the appropriate U.S. embassy of your arrival prior to your departure? Yes No
- Do you have the International Certificate of Vaccination as approved by the World Health Organization? Yes No
- Are you planning on renting a car while abroad? Yes No
- Do you need any special visas before traveling? Yes No

Risk Management Considerations

- Is this internship based on community service? Yes No
- Is the intern legally considered a minor? Yes No
- Is this a clinical internship (Medical, Psychological)? Yes No
- Is there a handbook with guidelines associated with your position? Yes No *If Yes, please provide a copy to Risk Management.*

Please list any and all potential safety hazards associated with your new position:

_____	_____
_____	_____
_____	_____

As the **Student**, I certify that I am satisfied with the terms and description of job functions contained herein.

Signature: _____ **Printed Name:** _____ **Extension:** _____ **Date:** _____

As the **Professor**, I certify that I am satisfied with the terms and description of job functions contained herein.

Signature: _____ **Printed Name:** _____ **Extension:** _____ **Date:** _____

As the **Employer**, I certify that I am satisfied with the terms and the description of job functions contained herein.

Signature: _____ **Printed Name:** _____ **Extension:** _____ **Date:** _____



Appendix H

Risk Assessment for Travel

Thanks to University of Denver for providing this sample form

Name of Student: _____ DU ID #: _____

Telephone Number: _____ E-mail: _____

Professor: _____ Department: _____

Telephone Number: _____ E-mail: _____

Date Submitted: _____

Date Needed: _____ **** Risk Management will do its best to return an approval to you as soon as possible but please allow a minimum 10 business days.*

*****Note: It is the Originator's responsibility to be aware of any University Policies and Procedures that may require additional departmental approval before submitting to Risk Management.**

<p>Criteria: If any one of the following criteria is met, this form must be completed and returned the office of Risk Management at least fifteen (15) business days prior to start of employment.</p> <p>Check all that apply:</p> <p><input type="checkbox"/> Travel will outside of the United States.</p> <p><input type="checkbox"/> Minors will be included.</p> <p><input type="checkbox"/> More than 5 people will be traveling.</p> <p><input type="checkbox"/> Travel is for business purposes.</p> <p>(MORE?)</p>



If none of the above boxes are checked, this work is considered Class 1 and requires no inspection from Risk Management.

Travel Considerations			
Travel will be <input type="checkbox"/> Foreign <input type="checkbox"/> Domestic	What dates will you be gone?	From:	To:
Where will you be traveling? _____			
List Departure times, length of stay for every leg of the trip from the time you leave until the time you return including flight schedule if applicable: _____			
Addresses of where you'll be staying: _____			
Is this travel related to a course?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, please list course name: _____	
Are travelers at least 21 years old?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If No, are travelers at least 18 years old? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If under 18 please list the guardian(s) responsible for minors: _____			
Do you have Health Insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes: Provider: _____	Policy # _____



Brief description of activities: _____

Will alcohol be served in your travels? Yes No *If Yes, please answer the question below:*
What kinds of processes or procedures are in place to ensure that patrons are of the legal drinking age?

International Travel Considerations

Have you informed the appropriate US embassy of your arrival prior to your departure? Yes No
Do you speak the primary Language of the country you're visiting? Yes No
Do you have the International Certificate of Vaccination as approved by the World Health Organization? Yes No
Are you planning on renting a car while abroad? Yes No
Do you need any special visas before traveling? Yes No

List all participants and corresponding cell phone numbers:

Name	Cell Phone Number	Name	Cell Phone Number

Signature: _____ **Printed Name:** _____ **Extension:** _____ **Date:** _____

Signature: _____ **Printed Name:** _____ **Extension:** _____ **Date:** _____

Signature: _____ **Printed Name:** _____ **Extension:** _____ **Date:** _____

Will Internship count towards academic credit? Yes No



Disclaimer

The information in this document is intended to help administrators at educational institutions understand and manage risks. Arthur J. Gallagher does not provide legal advice, as we are not qualified to do so. Neither the document, nor any recommendation associated with it, is a substitute for legal advice. Every circumstance and institution is different. Each institution must, therefore, consult its own legal counsel for advice on the legal implications related to these issues and determine for itself what steps are appropriate for its needs.

The appendices contained in this document were obtained from sources that, to the best of the writer's knowledge, are authentic and reliable.