

THE CALIFORNIA STATE UNIVERSITY
OFFICE OF THE CHANCELLOR



BAKERSFIELD

May 29, 2009

CHANNEL ISLANDS

CHICO

MEMORANDUM

DOMINGUEZ HILLS

EAST BAY

TO: CSU Presidents

FRESNO

FROM: Charles B. Reed
Chancellor

FULLERTON

SUBJECT: California State University –
Student Travel

HUMBOLDT

LONG BEACH

Executive Order No. 1041

LOS ANGELES

Attached is a copy of Executive Order No. 1041 relating to the delegation of authority and responsibility to the campus president to implement campus Student Travel policies. This executive order supersedes Executive Order 590, in response to recommendations of the Athletics Administration Audit (07-40)

MARITIME ACADEMY

MONTEREY BAY

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

NORTHRIDGE

POMONA

If you have questions regarding this executive order, please call Ms. Charlene M. Minnick, Chief Risk Officer, Systemwide Office of Risk Management at 562-951-4580.

SACRAMENTO

SAN BERNARDINO

CBR/ztg

SAN DIEGO

Attachment

SAN FRANCISCO

cc: Executive Staff, Office of the Chancellor
Vice Chancellors
Risk Managers
Human Resource Directors
Vice Presidents for Academic Affairs
Campus Environmental Health & Safety Directors

SAN JOSÉ

SAN LUIS OBISPO

SAN MARCOS

SONOMA

STANISLAUS

THE CALIFORNIA STATE UNIVERSITY
Office of the Chancellor
401 Golden Shore
Long Beach, California 90802-4210
(562) 951-4600

Executive Order: 1041
Effective Date: July 01, 2009
Title: California State University Student Travel Policy

This executive order is issued pursuant to authority of the Standing Orders of the Board of Trustees of the California State University. Through adoption of the following statement of policy, The California State University recognizes student travel as an integral function throughout The California State University system.

This executive order implements Board of Trustee' policy regarding student participation in programs which require air or bus travel that are offered by, or pursuant to a program, of the California State University, any student body organization, or any organization affiliated with any such organization, or with any combination thereof.

Effective immediately, student travel required in CSU-affiliated programs shall be conducted in compliance with Trustee Policy on Student Travel, Board of Trustees' Resolution REP 1-92-02, Attachment A, which is hereby incorporated and made a part of this executive order.

This executive order expands the policy to include bus-ground transportation livery conveyance and applies to all CSU student travel.

Minimum Travel Insurance

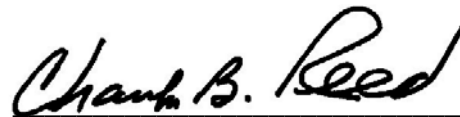
Pursuant to the Trustees' policy, students participating in the California State University-affiliated programs who are traveling by air on flights which are not regulated by the U.S. Department of Transportation and/or are not subject to liability insurance minimums established by the U.S. Department of Transportation shall first obtain, or have obtained on their behalf, trip insurance covering bodily injury or death of the student and for the loss of or damage to property in the maximum amount available from American insurance carriers.

Each charter of aircraft or bus for purpose of CSU student air or bus travel shall include indemnity and co-insurance provisions as outlined in Attachments B, C, D, E , F and G as appropriate.

Notice to Students: Release, Hold Harmless and Informed Consent Provisions

All students participating in CSU-affiliated programs which require travel shall be informed in writing that participation in such programs is voluntary and that travel involves risks to personal safety which could result in damage to property, injury or death. Students participating in such travel shall be informed in writing that the CSU assumes no liability for damage, injury, or death occurring on such voluntary travel and those students undertake such travel at their own risk.

All students participating in CSU-affiliated programs which require travel shall be required to acknowledge that they have been informed of the risks of travel required by such programs and to sign a statement (Attachment I) certifying that they have been informed of and undertake such travel voluntarily with full knowledge of such risks, and release and hold harmless the state of California, the California University, the campus affiliated with the program requiring travel, and each and every officer, agent, and employee of each of them, from any of the above institutions or persons, by reason of any accident, illness, or injuries, death, or other consequences resulting directly or indirectly from or in any manner arising out of or in connection with, the student being a passenger on a flight or public livery conveyance.



Charles B. Reed, Chancellor

Dated: May 29, 2009

ATTACHMENT A

Policy of the Board of Trustees on Student Travel

Purpose

It is the policy of the Board of Trustees that student air travel sponsored by the CSU be undertaken in ways which maximize student safety and ease of access to travel destinations. The Board has concluded that campuses are in the best position to make the decisions that will ensure maximum safety and convenient travel arrangements. Therefore, it is the policy of the Board that authority and responsibility for administering student travel are to be delegated to the campus presidents and their designees.

Air travel included in this policy is that student travel sponsored by, or pursuant to a program of, the CSU, any campus of the CSU, any officially recognized student body organization, or any organization affiliated with any such organization, or with any combination thereof. (This policy replaces and supersedes Executive Order No. 486, Student Air Travel, and Trustee Resolution REP 9-79-2.)

Student Safety

Student air travel shall be conducted in ways which offer the least risk to the safety of participants and to the liability of the California State University. Use of scheduled or chartered air transportation services must be reviewed and approved by the president or designees (if a campus program) or by the chancellor or designees (in the case of student travel conducted on a systemwide basis). This shall include the following:

1. Selection of air carriers, planning of travel itineraries, and conduct of student travel should be done prudently, by university employees with demonstrated good judgment and with paramount concern for the safety of program participants.
2. The chancellor/president or designee shall inform program participants that (1) travel (especially foreign travel) may involve the possibility of injury or death; that (2) CSU-sponsored travel is voluntary for participants and undertaken at their own risk; and that (3) CSU does not assume liability or legal responsibility for accidents, damages, injuries, or deaths occurring on CSU-sponsored student travel.
3. Participants in CSU-sponsored air travel on flights regulated by the U.S. Department of Transportation shall be required to purchase life and personal injury insurance in amounts stipulated by the chancellor. (CSURMA provides enrolled students of the CSU with "Student Travel Accident" coverage and a

“Foreign Travel Insurance” program is available for purchase to students). Charter carriers providing CSU-sponsored student air travel shall be required to indemnify and name the CSU as co-insured in policies maintained in minimum amounts to be stipulated by the chancellor.

4. Air activities other than scheduled or charter transportation to and from athletic or study sites are not covered by this policy. Such activities, including, but not limited to flight training in academic programs; student flying club activities; aircraft construction and testing; general aviation; and balloon flight, shall be regulated by the president, in keeping with the requirement of CSU liability risk management policy (EO 715), state and federal law.

Ease of Access

Within the stipulation for student safety and liability stated above, the chancellor/president or designees should facilitate, to the maximum extent possible, access by CSU students to travel and study opportunities which enhance the academic program and the student’s academic experiences. Such experiences should be organized and conducted by qualified and experienced staff and reflect the good judgment of that staff arranging safe, convenient student air travel.

ATTACHMENT B

Liability Insurance Limits for Charter of Aircraft or Public Livery Conveyance (Busses) in CSU-Affiliated Student Travel

Charterer of Commercial Aircraft

- a) **Charterer of a Fixed Wing General Aviation Aircraft** (maximum seating capacity of 6)

Aircraft Liability Insurance with \$10,000,000 Combined Single Limit per occurrence, including:

- Bodily Injury Liability
- Property Damage Liability
- Passenger Liability

- b) **Charterer of Rotor Wing General Aviation Aircraft with crew** (maximum seating capacity of 6)

Aircraft Liability Insurance with \$10,000,000 Combined Single Limit per occurrence, including:

- Bodily Injury Liability
- Property Damage Liability
- Passenger Liability

- c) **Charterer of Fixed Wing General Aviation Aircraft with crew** (maximum seating capacity of 20 but not less than 7)

Aircraft Liability Insurance with \$50,000,000 Combined Single Limit per occurrence, including:

- Bodily Injury Liability
- Property Damage Liability
- Passenger Liability

- d) **Charterer of the Supplemental Carrier, Non-Scheduled Charterer** with a seating capacity of the maximum current transportation type (more than 20)

Aircraft Liability Insurance with \$250,000,000 Combined Single Limit per occurrence, including:

- Bodily Injury Liability
- Property Damage Liability
- Passenger Liability

- e) **Bus – Ground Transportation Livery Conveyance**
Minimum \$5,000,000 combined single limit / business automobile liability

ATTACHMENT C

INDEMNIFICATION AND INSURANCE PROVISIONS

Charter of Fixed Wing General Aviation Aircraft with Crew
(Maximum seating capacity of 6)

- I. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered aircraft who, for the purpose of flying CONTRACTOR's aircraft, shall be considered under CONTRACTOR's direct supervision and control.

- II. In consideration of the above, the CONTRACTOR as a Charterer of General Aviation Aircraft shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to airport operations and maintenance of the chartered aircraft.
- A. Airport (Hangar Keepers) liability insurance (with products and completed operations, broad form property damage coverage included) in an amount no less than five million dollars (\$5,000,000) per occurrence.
 - B. Aircraft liability insurance for owned and non-owned aircraft with a combined single limit no less than ten million dollars (\$10,000,000) per occurrence.
 - C. Aircraft hull insurance in an amount equal to the fair market value of the same.
 - D. Workers Compensation insurance (Jones Act exposure included) as required under state and federal law.

- E. Any other insurance not specified above, when and as agreed to by the parties to this agreement or as required under federal and/or California state law.

CONTRACTOR, upon the execution of this agreement, shall furnish UNIVERSITY with Certificates of Insurance, which shall provide that the coverages may not be cancelled or materially altered unless at least thirty (30) days prior written notice is provided to UNIVERSITY. Certificates shall provide for the inclusion of the UNIVERSITY as an insured under the insurance referred to in II/A and II/B and contain a cross liability and severability of interest clause. These provisions, however, shall not apply to the insurance required under section II/D of this Article. With respect to section II/C of this Article, Contractor and/or Contractor's insurer or insurers shall waive any and all rights of subrogation against University.

- III. The coverage and limits specified under II. of this Article, shall not in any way limit the liability of CONTRACTOR.

No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

Attachment D

INDEMNIFICATION AND INSURANCE PROVISIONS

Charter of Rotor Wing General Aviation Aircraft with Crew
(Maximum seating capacity of 6)

- I. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered aircraft who, for the purpose of flying CONTRACTOR's aircraft, shall be considered under CONTRACTOR's direct supervision and control.

- II. In consideration of the above, the CONTRACTOR as a Charterer of General Aviation Aircraft shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to airport operations and maintenance of the chartered aircraft.
 - A. Airport (Hangar Keepers) liability insurance (with products and completed operations, broad form property damage coverage included) in an amount no less than five million dollars (\$5,000,000) per occurrence.
 - B. Aircraft liability insurance for owned and non-owned aircraft with a combined single limit no less than ten million dollars (\$10,000,000) per occurrence.
 - C. Aircraft hull insurance in an amount equal to the fair market value of the same.
 - D. Workers Compensation insurance (Jones Act exposure included) as required under state and federal law.
 - E. Any other insurance no specified above, when and as agreed to by the parties to this agreement or as required under federal and/or California state law.

- III. CONTRACTOR, upon the execution of this agreement, shall furnish UNIVERSITY with Certificates of Insurance, which shall provide that the coverages may not be cancelled or materially altered unless at least thirty (30) days prior written notice is provided to UNIVERSITY. Certificates shall provide for the inclusion of the UNIVERSITY as an insured under the insurance referred to in II/A and II/B and contain a cross liability and severability of interest clause. These provisions, however, shall not apply to the insurance required under section II/D of this Article. With respect to section II/C of this Article, Contractor and/or Contractor's insurer or insurers shall waive any and all rights of subrogation against University.
- IV. The coverage and limits specified under II. of this Article, shall not in any way limit the liability of CONTRACTOR.

No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

Attachment E

INDEMNIFICATION AND INSURANCE PROVISIONS

Charter of Fixed Wing Aircraft with Crew
(Maximum seating capacity of 20 but not less than 7)

- I. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered aircraft who, for the purpose of flying CONTRACTOR's aircraft, shall be considered under CONTRACTOR's direct supervision and control.

- II. In consideration of the above, the CONTRACTOR as a Charterer of General Aviation Aircraft shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to airport operations and maintenance of the chartered aircraft.
 - A. Airport (Hangar Keepers) liability insurance (with products and completed operations, broad form property damage coverage included) in an amount no less than five million dollars (\$5,000,000) per occurrence.
 - B. Aircraft liability insurance for owned and non-owned aircraft with a combined single limit no less than fifty million dollars (\$50,000,000) per occurrence.
 - C. Aircraft hull insurance in an amount equal to the fair market value of the same.
 - D. Workers Compensation insurance (Jones Act exposure included) as required under state and federal law.
 - E. Any other insurance no specified above, when and as agreed to by the parties to this agreement or as required under federal and/or California state law.

- III. CONTRACTOR, upon the execution of this agreement, shall furnish UNIVERSITY with Certificates of Insurance, which shall provide that the coverages may not be cancelled or materially altered unless at least thirty (30) days prior written notice is provided to UNIVERSITY. Certificates shall provide for the inclusion of the UNIVERSITY as an insured under the insurance referred to in II/A and II/B and contain a cross liability and severability of interest clause. These provisions, however, shall not apply to the insurance required under section II/D of this Article. With respect to section II/C of this Article, Contractor and/or Contractor's insurer or insurers shall waive any and all rights of subrogation against University.
- IV. The coverage and limits specified under II. of this Article, shall not in any way limit the liability of CONTRACTOR.

No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

Attachment F

INDEMNIFICATION AND INSURANCE PROVISIONS

Charter of Supplemental Carrier, Non-Scheduled Charterer
(Seating Capacity of the Maximum Current Transportation Type {more than 20})

- I. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered aircraft who, for the purpose of flying CONTRACTOR's aircraft, shall be considered under CONTRACTOR's direct supervision and control.

- II. In consideration of the above, the CONTRACTOR as a Charterer of General Aviation Aircraft shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to airport operations and maintenance of the chartered aircraft.
 - A. Airport (Hangar Keepers) liability insurance (with products and completed operations, broad form property damage coverage included) in an amount no less than five million dollars (\$5,000,000) per occurrence.
 - B. Aircraft liability insurance for owned and non-owned aircraft with a combined single limit no less than two hundred & fifty million dollars (\$250,000,000) per occurrence.
 - C. Aircraft hull insurance in an amount equal to the fair market value of the same.
 - D. Workers Compensation insurance (Jones Act exposure included) as required under state and federal law.

- E. Any other insurance not specified above, when and as agreed to by the parties to this agreement or as required under federal and/or California state law.

- III. CONTRACTOR, upon the execution of this agreement, shall furnish UNIVERSITY with Certificates of Insurance, which shall provide that the coverages may not be cancelled or materially altered unless at least thirty (30) days prior written notice is provided to UNIVERSITY. Certificates shall provide for the inclusion of the UNIVERSITY as an insured under the insurance referred to in II/A and II/B and contain a cross liability and severability of interest clause. These provisions, however, shall not apply to the insurance required under section II/D of this Article. With respect to section II/C of this Article, Contractor and/or Contractor's insurer or insurers shall waive any and all rights of subrogation against University.

- IV. The coverage and limits specified under II. of this Article, shall not in any way limit the liability of CONTRACTOR.

No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

Attachment G

INDEMNIFICATION AND INSURANCE PROVISIONS

Charter of Bus – Ground Transportation Livery Conveyance
(Seating Capacity of more than 15)

- I. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employee harmless from and against all losses and expenses (including costs of attorneys' fees) by reason of liability imposed by law upon UNIVERSITY for damages because of bodily injury, personal injury, including death at anytime resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this agreement, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees, subcontractors, and any other person or persons under CONTRACTOR's direct supervision or control.

CONTRACTOR agrees to utilize qualified personnel on chartered vehicles who, for the purpose of driving CONTRACTOR's vehicles, shall be considered under CONTRACTOR's direct supervision and control.

- II. In consideration of the above, the CONTRACTOR as a Charterer of shall throughout the term of this agreement carry insurance sufficient to protect its exposure arising out of the performance of this agreement, including but not limited to chartered bus operations and maintenance of the chartered bus.
 - A. Garage Keepers liability insurance (with products and completed operations, broad form property damage coverage included) in an amount no less than five million dollars (\$5,000,000) per occurrence.
 - B. Business Automobile liability insurance for owned and non-owned vehicles with a combined single limit no less than five million dollars (\$5,000,000) per occurrence.
 - C. Vehicle collision & comprehensive insurance in an amount equal to the fair market value of the same.
 - D. Workers Compensation insurance as required under state and federal law.
 - E. Any other insurance not specified above, when and as agreed to by the parties to this agreement or as required under federal and/or California state law.

- III. CONTRACTOR, upon the execution of this agreement, shall furnish UNIVERSITY with Certificates of Insurance, which shall provide that the coverages may not be cancelled or materially altered unless at least thirty (30) days prior written notice is provided to UNIVERSITY. Certificates shall provide for the inclusion of the University as an insured under the insurance referred to in II/A and II/B and contain a cross liability and severability of interest clause. These provisions, however, shall not apply to the insurance required under section II/D of this Article. With respect to section II/C of this Article, Contractor and/or Contractor's insurer or insurers shall waive any and all rights of subrogation against University.
- IV. The coverage and limits specified under II. of this Article, shall not in any way limit the liability of CONTRACTOR.

No officer, agent, employee or representative of either party shall be empowered to alter any of the terms hereof, unless same is in writing and signed by the parties hereto.

Attachment H

Dear _____:

You are currently participating in a California State University-affiliated program which requires air and/or ground transportation.

Air and ground travel involves risks and could result in damage to property, injury to persons, and death. Please be informed that the California State University assumes no liability for damage, injury, and death which may occur during air and/or ground travel required by the California State University-affiliated programs. Your participation in the program is voluntary, and you participate at your own risk.

Prior to undertaking a CSU-affiliated air and/or ground travel, you will be required to sign a "Release, Hold-Harmless and Informed Consent" statement. Please review the statement carefully before signing it.

Signature of Chancellor/ President or Designee

Attachment I

RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK AND AGREEMENT TO PAY CLAIMS

Activity:

Activity Date(s) and Time(s):

Activity Location(s):

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

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

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

I am 18 years or older. **I understand the legal consequences of signing this document, including (a) releasing the University from all liability, (b) promising not to sue the**

University, (c) and assuming all risks of participating in this Activity, including travel to, from and during the Activity.

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

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

Participant Signature: _____

Participant Name (print): _____

Date: _____

If Participant is under 18 years of age:

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

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

Signature of Minor Participant's Parent/Guardian

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

Date

Minor Participant's Name