

THE CALIFORNIA STATE UNIVERSITY
Office of the Chancellor
400 Golden Shore
Long Beach, California 90802-4275

Executive Order No.: 590

Title: Student Air Travel

Effective Date: March 26, 1992

Supersedes: Executive Order No. 486

This Executive Order is issued pursuant to Board of Trustees' Resolution REP 1-92-02, and Sections 1 and 2 of the Standing Orders of the Board of Trustees of the California State University.

This Executive Order implements Board of Trustees' policy regarding student participation in programs which require air 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 (hereafter referred to as CSU-affiliated program).

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

The following provisions amplify parts of the Board of Trustees' policy.

Minimum Travel Insurance

Pursuant to the Trustees' policy, students participating in 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 and 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 for purpose of California State University student air travel shall include indemnity and co-insurance provisions as outlined in Attachments B, C, D, E and F, as appropriate.

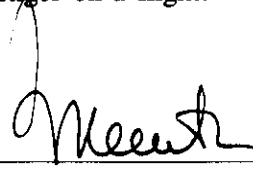
Notice to Students: Release and Hold-Harmless Provisions

All students participating in CSU-affiliated programs which require air travel shall be informed in writing that participation in such programs is voluntary and that air 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 California State University assumes no liability for damage, injury, or death occurring on such voluntary air travel and that students undertake such travel at their own risk.

All students participating in CSU-affiliated programs which require air travel shall be required to acknowledge that they have been informed of the risks of air travel required by such programs and to sign a statement (Attachment G) certifying that they have been informed of and undertake such air travel voluntarily with full knowledge of such risks, and release and hold harmless the state of California, the California State

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University, the campus affiliated with the program requiring air travel, and each and every officer, agent, and employee of each of them, from any and all claims and causes of action that the student, or any person(s) claiming through the student, may have against 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.

A handwritten signature in cursive script, appearing to read "Munitz", written over a horizontal line.

Barry Munitz, Chancellor

Date: March 26, 1992

The California State University
Policy of the Board of Trustees on Student Air Travel

Purpose

It is the policy of the Board of Trustees that student air travel sponsored by the California State University 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 air travel are to be delegated to the campus presidents and their designees.

Air travel included in this policy is that student air travel sponsored by, or pursuant to a program of, the California State University, any campus of the California State University, any 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 designee (if a campus program) or by the chancellor or designee (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 air 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) air travel (especially international travel) may involve the possibility of injury or death; that (2) CSU-sponsored air 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 air travel.
3. Participants in CSU-sponsored student air travel on flights not regulated by the U.S. Department of Transportation shall be required to purchase life and personal injury insurance in amounts to be stipulated by the chancellor. 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 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 requirements of CSU liability risk management policy (Executive Order No. 533), state and federal law.

Ease of Access

Within the stipulations 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 students' academic experiences. Such experiences should be organized and conducted by qualified and experienced staff and reflect the good judgment of that staff in arranging safe, convenient student air travel.

Implementation

The chancellor shall take appropriate steps to implement this policy.

Proposed Revised Policy on Student Air Travel (REP 01-92-02)

RESOLVED, By the Board of Trustees of The California State University, that the Board adopts the "Policy of the Board of Trustees on Student Air Travel" included as Attachment C of Agenda Item 2 of the January 14-15, 1992, meeting of the Trustees' Committee on Educational Policy; and be it further

RESOLVED, That the Board's policy be implemented by directing the chancellor to promulgate the "Policy of the Board of Trustees on Student Air Travel" through an appropriate Chancellor's Executive Order.

THE CALIFORNIA STATE UNIVERSITY

**Liability Insurance Limits for Charter of Aircraft in
CSU-Affiliated Student Travel**

Charter of Commercial Aircraft

a. Charterer of a General Aviation Aircraft

Aircraft Liability Insurance with \$5,000,000 Combined Single Limit per occurrence, including:

Bodily Injury Liability
Property Damage Liability
Passenger Liability

b. Charterer of Rotor Wing 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 Aircraft with Crew (maximum seating capacity of 20 but not less than 7):

Aircraft Liability Insurance with \$20,000,000 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 \$100,000,000 Combined Single Limit per occurrence, including:

Bodily Injury Liability
Property Damage Liability
Passenger Liability

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 employees 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 therefrom, 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 and 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 five million dollars (\$5,000,000) 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 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.

INDEMNIFICATION AND INSURANCE PROVISIONS

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

- I. **CONTRACTOR** shall defend, indemnify and hold **UNIVERSITY**, its officers, agents, or employees 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 therefrom, 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 and 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 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 coverages 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.

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 employees 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 therefrom, 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 and 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 twenty million dollars (\$20,000,000) 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 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 coverages 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.

INDEMNIFICATION AND INSURANCE PROVISIONS

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

- I. CONTRACTOR shall defend, indemnify and hold UNIVERSITY, its officers, agents, or employees 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 therefrom, 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 and 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 one hundred million dollars (\$100,000,000) 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 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 coverages 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.

Dear _____:

You are currently participating in a California State University-affiliated program which requires air travel.

Air 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 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 CSU-affiliated air travel, you will be required to sign a "Release and Hold-Harmless Statement." Please review the statement carefully before signing it.

Signature of President/Chancellor
or Designee

RELEASE AND HOLD-HARMLESS STATEMENT

I, _____, am a student
at _____, one of the campuses
of the California State University (CSU).

I am/will be participating in a CSU-affiliated program which requires air travel. (CSU-affiliated program includes any program offered by, or pursuant to a program of, the California State University, any campus of the California State University, any student body organization, or any organization affiliated with any such organization or with any combination thereof.) My participation in this program is voluntary.

I have been informed, and I know, that 1) air travel involves risks which can result in damage to property, injury to persons, and death; and 2) the CSU assumes no liability for damage, injury, or death occurring on such travel. With this knowledge and information, I agree to participate in the program, and the air travel, at my own risk.

I release and hold harmless the state of California, the California State University, the campus affiliated with the program requiring the air travel, and each and every officer, employee and agent of each of them, from any and all claims and causes of action that I may have against any of these institutions or persons, by reason of any accident, illness, injury, death, or other consequences resulting directly or indirectly from or in any manner arising out of, or in connection with, my being a passenger on an airplane pursuant to my participation in the CSU-affiliated program.

This release and hold-harmless shall also be binding on my heirs, assigns, successors, and all other persons who may claim through me.

Date

Signature

Print Name

Street Address

City, State, Zip Code