

# OFFICE OF THE VICE PRESIDENT FOR ACADEMIC AFFAIRS

Curriculum Related Student Travel Policies And Procedures

(January 2011)

# Kean University Office of the Vice President for Academic Affairs

# Policies and Procedures Governing Curriculum Related Travel For Students

## I. <u>Applicability</u>

These policies and procedures along with the forms attached hereto under Appendix "A" apply to required course related trips organized by a Kean University ("University") faculty/staff member which depart from the University and/or have an off-campus destination. There are additional regulations and requirements applicable to internships, clinical field placements and programs administered by the University's Center for International Studies. Please consult the appropriate University department or program for information regarding these additional requirements.

#### II. <u>General Procedures</u>

- A. <u>Notification Form.</u> All student curriculum-related travel activity must be approved by means of the **Curriculum Related Travel Notification Form** (Form S-1). The form must be completed and approved by the respective college/school Executive Director/Program Director/Dean no later than 30 days prior to the trip. Depending on the nature of the trip, additional forms may be deemed necessary as a condition of approval. The University administration reserves the right to deny any request for student curriculum-related travel that is submitted late.
- B. <u>Trip Supervisor Instructions</u>. Upon approval, the faculty/staff supervisor in charge of the trip will be responsible to familiarize himself/herself with the Faculty/Staff Supervisor Instructions for Curriculum Related Travel (Form S-2).
- C. <u>Student Travel Roster Form</u>. A preliminary list of students expected to participate in the trip must be filed as indicated on the **Student Travel Roster Form** (Form S-3). A final roster should be sent to the Dean's Office, the Police Department, and University Purchasing.
- D. <u>Transportation Requirements</u>.
  - <u>Bus Travel</u>. If a bus is required to transport students, a **Bus Trip Approval** Form (Form S-5) will need to be approved by the program coordinator and the Dean/Executive Director/Program Director of the respective college or appropriate VP. In addition, the faculty/staff supervisor will be responsible for putting in a requisition and obtaining a purchase order for the bus utilizing one of the quoted bus vendors from University Purchasing.

**Note:** The approved form, which must be an original, should be sent to University Purchasing. Purchasing will obtain two or three quotes for the bus. Once the quotes are received University Purchasing will forward the quotes to the respective academic unit/program.

Note: Certain bus companies can only provide 55, 57, or 58 passenger buses.

- 2. <u>Air & Rail Travel</u>. For details regarding air and rail travel arrangements, please consult the See *Kean University Travel Manual* on the University Website (http://www.kean.edu/forms/travel\_manual.pdf).
- 3. <u>Student Transportation Waiver Form.</u> All students participating in student curriculum related travel should be encouraged to travel to and from the destination on an authorized bus or other means of transportation arranged for by the University. Any exceptions require permission of the faculty/staff supervisor and completion of a **Transportation Waiver Form** (Form S-4).
- E. Additional <u>Student Requirements</u>.
  - 1. <u>Health and Insurance Form</u>. Student participants must fill out the **Health and Insurance Form** (Form S-6). Copies of these forms must be given to the students and returned to the faculty/staff member no later than ten (10) business days prior to the trip. Original forms shall be maintained by the faculty/staff member and appropriate copies shall be forwarded to the Dean/Executive Director/Program Director.
  - Liability Release/Indemnification Agreement. Student participants are required to execute a liability release/indemnification for a curriculum-related trip. For day trips, students must complete and sign the Release and Indemnification Agreement For Curriculum Related Travel Day Trip [Form S-7 (A)]. For overnight travel, students must complete and sign the Participation Agreement, Authorization And Liability Release, Waiver, Discharge And Agreement Not To Sue Overnight Travel [Form S-7(B)]
  - 3. <u>FERPA Information Release Form</u>. Student participants are required to complete and execute a **FERPA (Family Educational Rights and Privacy Act) Information Release Form** (Form S-9) in order for a student's parent/guardian to receive health, safety and/or security information that may arise during the course of a trip.
  - 4. <u>Compliance with University Policies & Regulations</u>. Student participants shall comply with all applicable University policies and regulations, including without limitation, the Student Code of Conduct and Drug and Alcohol Policy. Such policies and regulations shall be in effect during the duration of all curriculum-related trips.
  - 5. <u>Other Requirements</u>. In addition to the requirement that all student participants must be currently registered, University students in good standing with the University, a number of additional criteria as determined on Form S-1 Eligibility may apply, including GPA.

#### III. <u>Trip Supervision</u>

- A. <u>Day Trips</u>. Student curriculum-related day trips will require one faculty/staff supervisor for up to 48 persons.
- B. <u>Overnight Trips</u>. Student curriculum-related overnight trips for up to 25 persons will require one faculty/staff supervisor and one additional supervisor. In the event a trip requires two full-time faculty/staff supervisors, permission must be granted by the Dean/Executive Director/Program Director. Overnight trips must be supervised by a University faculty/staff member who is housed in the same hotel/accommodation as the students. Any exceptions to this requirement must be made by the Dean or Executive Director. Supervisors are responsible for knowing the whereabouts, activities, or schedules of all students.

## IV. Denial of Participation in a Trip

The University may deny participation, cancel reservations or otherwise terminate participation in University sponsored trips when a participant violates University policies and regulations, and/or local, state, federal or international law, or any written condition/requirement of the trip. The University reserves the right to remove any person from the trip for due cause without a refund, as determined by the designated University agent for the trip.

## V. <u>Trip Funding</u>

- A. For information regarding funding for curriculum-related student travel, please see the **Curriculum Related Travel Notification Form** (Form S-1) and the *Kean University Travel Manual* on the University Website: (http://www.kean.edu/forms/travel\_manual.pdf)
- B. The faculty/staff supervisor may have his/her travel costs incorporated into the cost of the trip as long as the costs are in compliance with all State ethics laws and regulations and University policies/procedures. No compensation or other types of benefits are to be received by any University employee, representative, or any family member of any University employee without prior written approval from the Dean, Executive Director, Vice President of Academic Affairs and Ethics Liaison Officer.

#### VI. Additional University Travel Policies and Procedures

In addition to the policies and procedures described herein, faculty/staff supervisors are responsible to become familiar with other travel requirements as noted in the *Kean University Travel Manual* (http://www.kean.edu/forms/travel\_manual.pdf).

Information on Travelearn courses can be found online at http://www.kean.edu/~cis/travelearn.html

January 4, 2011

# **APPENDIX "A"**

# FORMS FOR CURRICULUM RELATED STUDENT TRAVEL

# CURRICULUM RELATED TRAVEL NOTIFICATION FORM

Form must be submitted befo	re end of September each yea	ar for scheduled or anticipated curriculum related travel.		
Semester	Year	Day Trip 🗖 Overnight Travel 🗖		
Dept./Program:		Course/Activity		
Departure Date		Return Date		
Destination:				
<u>ELIGIBILITY</u> : (Criteria for	student eligibility: (e.g. majo	r, class standing, GPA, etc.)		
Estimated Number of Studer	nts:	udents for day trip/ 1 trip advisor per 25 students for overnight		
<u>SUPERVISION</u> : Faculty Sup	ervisor:	Campus Ext		
Home Number:		Email:		
<u>TRAVEL</u> : Name of Hotel/Lo	odging:	nts)		
Transportation: Bus				
Travel costs: (approx per person)	Lodging (price per day x # of day			
	Transportation	Registration fees		
<u>FUNDING</u> : Sources: (check	all that apply): Kean funded	d Kean grant funded Student funded		
External grant funded	_ Other external sources (de	escribe) *		
	e VP of Academic Affairs or t	accepted from any external source without expressed writ heir designees. Such approval must be indicated as an		
Submitted by:		Date		
Approval:(Dean/Exect	itive Director)	Date		
Approval:(Academic A	Affairs)	Date		

#### **FACULTY SUPERVISOR INSTRUCTIONS FOR CURRICULUM RELATED TRAVEL**

#### 1. <u>The Trip Supervisor</u>

A trip supervisor shall be a full-time faculty/staff member of Kean University who shall act as an agent of the University to coordinate the events of the trip and follow all applicable University policies and procedures, including without limitation, the Policies and Procedures Governing Curricular Related Travel.

#### 2. Number of Supervisors

- A. <u>Day Trips</u>. 1 Faculty Trip Advisor per 48 students is suggested.
- B. <u>Overnight Trips</u>. 1 Trip Advisor per 25 persons is suggested. {In the event a trip requires two supervisors, permission must be granted by the Dean/Executive Director/Program Director).

Note: University employees should not be transporting students in their own cars on trips.

#### 3. <u>Responsibilities of the Trip Supervisor</u>

The responsibilities of the Supervisor include but are not limited to:

- A. In conjunction with the department chair, preparing and submitting the **Curricular Related Travel** Notification Form (Form S-1) for approvals as noted above;
- B. Providing a **Student Travel Roster** (Form S-3) to Campus Police and the respective College/School Dean/ Executive Director;
- C. Ensuring that all required student forms are completed and collected prior to departure of participants (as specified when trip is approved). These include:

**Transportation Waiver**, if required (Form S-4) **Bus Trip Approval For Curricular Related Travel** (Form S-5) **Health and Insurance Form** (Form S- 6) **Release and Indemnification Agreement** (Form S-7A or S-7B) **FERPA Release** (Form S-9);

- D. Maintaining all emergency contact information including notification of chair, executive director, program director, dean, Campus Police, etc.;
- E. Reviewing details of trip with participants prior to departure;
- F. Adhering to all Kean University policies and procedures;
- G. Advising students that the Student Code of Conduct is in effect for all approved student curricular related travel; and
- H. Notifying the Campus Police, chair executive director, program director and dean immediately of any incidents, and subsequently completing an Incident Report Form (Form S-8) and FERPA Release Form (Form S-9) for submission to the campus police and dean upon return.

**STUDENT TRAVEL ROSTER** (Participant List)

COURSE	_SEMESTER _	YE	AR
INSTRUCTOR			
Preliminary - Date	ents)	Final - Date	ND Campus Police)
Name		GPA	Class Standing

(attach additional page(s) if required)

# **TRANSPORTATION WAIVER**

Academic Department:		
Title of Course:		
Name of Instructor:		
Date of Activity:		
Location:		
Name of participant:	Diama Duint	
	Please Print	

I understand that the required activity in which I will participate includes transportation provided by Kean University to and from the activity. I choose not to utilize the provided transportation. I will assume all responsibility for getting to and from the location of the above named activity.

Signature of Participant

Signature of Parent (if under 18 years of age)

Date

Date

# **BUS TRIP APPROVAL FOR CURRICULAR RELATED TRAVEL**

Course Information	
Department/School:	
Course(s)/Sections(s):	
Supervising Faculty/Staff:	
Contact Information: Extension:	E-mail:
Approximate Number of students: (1 trip advisor per 48 students for day trip/	1 trip advisor per 25 students for overnight)
Trip Details	
Type of Trip:Day TripOvernight Travel	
Date of Departure: Date of	Return:
Destination:	
Description of Trip:	
Departure Time from Kean University:	Return Departure Time from Visiting Site:
Name of Bus Company:	
Specific Transportation Needs: (e.g. handicapped/disabled student	s)
Approvals: Cost Center No	Object Code = 5047
Dean/Executive Director/Program Director	Date
Office of Academic Affairs	Date

\* Note: A complete list of the students participating in the field trip must be filed with University Purchasing, the Office of the Dean and Campus Police prior to departure. FORWARD THIS COMPLETED FORM TO UNIVERSITY PURCHASING (908-737-5050)

# HEALTH AND INSURANCE FORM FOR OVERNIGHT CURRICULUM RELATED TRAVEL

Name	2:		
	ess:		
Stude	ent ID#:		
Date	of Birth:	Blood Ty	/pe:
HEA	LTH		
1.	General state of health:		
2.	Do you have any illnesses or conditions who or medication? Yes No		laily, frequent or periodic attention
	If so, please list, noting required prescription	on and dosag	es:
3.	Do you have any allergies to medication?	Yes	No
	If yes, please describe		
4.	Do you have any food allergies?	Yes	No
	If yes, please describe		
<u>INSU</u>	JRANCE		
Name	e of Health Insurance Company:		
Name	e of Accident Insurance Company:		
EME	<b>ERGENCY CONTACT INFORMATION</b>		
Name	2:		
Addr	ess:		
			)

### RELEASE AND INDEMNIFICATION AGREEMENT FOR CURRICULUM RELATED TRAVEL

ACTIVITY: \_\_\_\_\_

DATE: \_\_\_\_\_

In the event that I, \_\_\_\_\_, (Print Name) incur any physical or emotional injury or illness, or loss or damages to personal property of any kind during my participation in the activity described above, I hereby expressly and voluntarily agree to hold harmless from any claims related to or arising of this Kean University, its officers, employees or students.

Also, I agree that if any other person should assert such a claim arising from my connection with this activity, that I will substitute myself in place of Kean University as the party against whom the claim is to be pursued. I further agree that I will pay all damages and costs resulting from such a claim, and that I will indemnify or reimburse Kean University in connection with that claim.

This Release shall be binding on my heirs, executors, administrators and assign.

I hereby certify that I am eighteen years of age or older.

Print Name of Participant

Signature

Date

\*If under 18 years of age, Parent's signature required

#### PARTICIPATION AGREEMENT, AUTHORIZATION AND LIABILITY RELEASE, WAIVER, DISCHARGE AND AGREEMENT NOT TO SUE – OVERNIGHT TRAVEL

I, \_\_\_\_\_\_, desire to participate in the [INSERT NAME OF ACTIVITY OR PROGRAM] being held from [INSERT DATES] on location in [INSERT LOCATION OF ACTIVITY/PROGRAM] (the "Program") and, in consideration of being allowed to participate in the Program, I hereby agree and certify as follows:

1. I shall be solely responsible and liable for (i) arranging transportation and accommodations to my satisfaction, (ii) obtaining adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of any injury I may suffer, and (iii) paying all other costs and expenses related to my participation in the Program. Kean University ("Kean") shall (i) serve only in a capacity of assisting in making arrangements for transportation, accommodations and other services and products to be provided by others in connection with the Program, and (ii) in no way represent, act or serve as an agent or representative for any travel services company, transportation carrier, hotel, and/or other supplier of products or services connected with this Program; (iii) not accept any responsibility or liability for any injury, damage, loss, accident, delay or other irregularity which may be caused by any company or person engaged in providing or performing any of the products or services involved in this Program, (iv) not accept any responsibility or liability for losses or expenses due to sickness, weather, strikes, hostilities, wars, natural disasters, or other such causes; and (v) not accept any responsibility or liability for any cancellation or disruption of travel arrangements, or any consequent additional expenses that may be incurred therefrom. I further understand that such transportation, accommodations and other services and products are subject only to the terms and conditions under which they are provided by such other parties. I acknowledge and agree to accept all responsibility for loss or additional expenses due to delays or other changes in the accommodations, means of transportation, other products or services, or sickness, weather, strikes, hostilities, wars, natural disasters or other such causes.

2. I am fully informed and understand that domestic travel and participation in off-campus activities involves some risk to person and property. On behalf of my spouse, family, heirs, and personal representative(s), I voluntarily agree to assume all of the risks and responsibilities surrounding my participation in the Program, the transportation, and in any independent or unsupervised activities undertaken as an adjunct thereto, expected or unexpected, including, but not limited to, travel cancellation or delays, property damage and loss, bodily injuries, sickness, disease and death. I acknowledge and agree that I am aware of or have been warned of such risks, and I have been advised to take appropriate action and to govern myself accordingly.

3. Knowing the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program, on behalf of myself, my family, heirs, and personal representative(s), I agree to forever discharge, hold harmless, release and covenant not to sue the State of New Jersey, Kean University and its respective trustees, agents, officers and employees (referred to collectively as "Kean") from any and all claims, demands, or causes of action for any injury, death, damage, cost, expense or loss

of any kind sustained by me while participating in the Program. I, on behalf of myself, my spouse, family, heirs, and personal representative(s), also hold harmless, release, and agree to indemnify the State of New Jersey and Kean with regard to any financial obligations or liabilities of any kind that I may incur personally or any loss or damage resulting from my participation in the Program.

4. I shall comply with all applicable laws of any jurisdiction in which I may travel and all policies of Kean including, but not limited to, its alcohol and drug free policies and Student Code of Conduct, while participating in the Program. If my participation in the Program is at any time deemed detrimental to the Program or its other participants, as determined by Kean in its sole discretion, I understand that I may be expelled from the Program with no refund of monies paid. In the event of expulsion, I agree to be sent home at my own expense or the expense of one or both of my parents or guardians. Except for those periods designated as free time, I agree at all times to remain under the supervision of Kean and will comply with its rules, regulations, standards and instructions. I waive and release any and all claims against Kean arising out of my failure to remain under such supervision to comply with any such rules, regulations.

5. I acknowledge and understand that should I have or develop legal problems during the Program, I will attend to the matter personally with my own personal funds. Kean will not be responsible for providing any assistance under such circumstances.

6. It is my further understanding and I agree that Kean is not responsible for any injury, death, damage, or any loss whatsoever sustained by me during any period of independent travel or unsupervised travel or activities, which I understand is at my own expense and may be arranged by me separate from the Program, or during my absence from the Program or other supervised activities. On group tours, field trips, excursions, or other activities arranged by Kean, I will accept the will of the majority whenever a matter of choice is presented to the group. I understand that from time to time, Kean publicity material may include statements made by its students, or their photographs, or both and I consent to the use of my comments and photographic likeness. I understand that Kean reserves the right to withdraw any part of the Program or make any alterations, deletions or modifications in the Program as may be required.

7. All references in this Agreement to Kean include, but are not limited to, all officers, directors, staff members, campus directors, chaperones, program leaders, employees, faculty members, advisors, and agents. All references to a "parent" shall include the legal guardian or other adult responsible for me.

8. I assure Kean that I have consulted with a medical doctor with regard to my personal medical needs such that I can, and do further state that there are no health-related reasons or problems which preclude or restrict my participation in this Program. I further represent that I am aware of all my applicable personal medical needs, as well as having arranged for adequate hospitalization/medical insurance to meet any and all needs for payment of hospital costs while undertaking this Program. I understand and agree that Kean is granted permission to authorize emergency medical treatment, if necessary, and that such action by Kean shall be subject to the terms of this Agreement. I understand and agree that Kean assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. Other than potentially authorizing emergency medical treatment, I agree that Kean cannot be and is not responsible for attending to my medical or medication needs, that I assume all risk and responsibility therefor, and that if I am required to be hospitalized during this Program, Kean cannot and does not assume any legal responsibility for payment of such costs.

It is my express intent that this Agreement shall bind myself, the members of my family and spouse, 9. if I am alive, and my spouse, family, estate, heirs, administrators, personal representatives or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue Kean. I agree to save and hold harmless, indemnify, and defend the State of New Jersey and Kean from any claim demand, or cause of action by myself, my spouse, family, estate, heirs, administrators, personal representatives or assigns, arising out of my participation in the Program.

10. This Agreement constitutes the entire agreement, and supersedes any prior or contemporaneous agreements, understandings and negotiations, regarding this subject matter. This Agreement (i) may not be amended, by course of conduct or otherwise, and (ii) may not be assigned in whole or in part, except in writing duly executed by Kean and me. I further agree that this Agreement shall be construed in accordance with the laws of the State of New Jersey, including but not limited to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

11. In signing this Agreement, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document of my own free act and deed. I understand that Kean does not require me to participate in this Program, but I want to do so, despite the possible dangers and risks and despite this Agreement. I further state that I am at least eighteen (18) years of age, or, if not, that I have secured below the signature of my parent or guardian as well as my own, and fully competent to sign this Agreement; and that I execute this agreement and release for full, adequate, and complete consideration fully intending to be bound by the same, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury of me.

# THIS AGREEMENT INCLUDES A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

Participant Name (Print):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that I am the parent or legal guardian of the above participant, that I have read the foregoing Agreement. I join in each and every part of the Agreement (including such parts as may subject me to personal financial responsibility for the participant), and release any claim that I may have against Kean, both on my own behalf and in my capacity as legal representative of the participant, including without limitation any claim arising as a result of the participant's leaving the supervision of Kean.

Name of Parent or Guardian (Print):

Signature: Date:

# **OFF-CAMPUS EXCURSION INCIDENT REPORT**

Date	of Incident:				
	e of Incident:				
	tion of Incident:				
Nam	e of Faculty Supervisor	:			
Title	:	Faculty	Staff	Phone #	
Туре	e of Incident:		I nen Complaint/ Injury/Illne Fire	Disturbance ess	
Repo	orted to: Local l	Police	State Polic		(Please Snecify)
Arre	ests: Yes No			0.000	(
Pers	on(s) Involved in Incide	<u>nt:</u>			
1.	Name:				
	Address:				
	Phone:	Sta	ff Facult	y Student _	
	Health Insurance:	_Yes No	If No, Was Wa ( <i>Please atto</i>		es No
2.	Name:				
	Address:				
	Phone:	Sta	ff Facult	y Student _	
	Health Insurance:	_Yes No	If No, Was Wa ( <i>Please attach d</i>	iver SignedY copy)	es No

# **OFF-CAMPUS EXCURSION INCIDENT REPORT** - continued

Name: Address:				
Phone:	Staff	Faculty	Student	
Name:				
Address:				
Phone:	Staff	Faculty	Student	

Signature

Date

### FERPA (FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT) INFORMATION RELEASE FORM

I authorize Kean University to release, to my parent(s) or legal guardian(s), contact information and general
information related to the program, in order for my INSERT NAME OF PROGRAM/TRIP
parent/guardian to receive health, safety, and security information related to this program. I understand the purpose
of this release is to provide health, welfare, and safety information to my parent(s).
Further, should an incident occur during a curriculum related travel activity, I authorize the release of my name /
statement as a Complainant, Accused Student, or Witness during the student conduct process as outlined in the
Kean University Student Code of Conduct.
This release will remain in effect until revoked by me in writing and delivered to the Kean University Office of
Academic Affairs.
Name
Address
Phone NumberE-Mail
Cell Phone Number
Signature
Date
Please return to:
VPAA Office Kean Hall 107 Kean University 1000 Morris Avenue Union, New Jersey 07083
Phone: 908.737.7030 Fax: 908.737.7035