

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

Risk Management Department

Student Travel, Field Trip and Excursions

Procedures and Forms

Revised January 19, 2010

<u>Student Travel Policy for Field Trips, Excursions,</u> <u>Conferences, Meetings, and Athletic Events</u>

This procedure is designed to provide documentation for Ventura County Community College District students to and from off-campus activities that are officially recognized and approved by the District.

Field trip or excursions for Ventura County Community College District students to and from offcampus activities that are officially recognized by the District are a significant liability exposure and must be controlled. Voluntary field trips or excursions are made in connection with courses of instruction or school related social, educational, cultural or athletic events. Such trips may be local, outof-state or to a foreign country. These guidelines focus on reducing the liability associated with the transportation exposure of these activities.

All academic field trips must be clearly identified as such in the course syllabus at the beginning of the term, with detailed information about date, time, locations, means of transportation, and any fees for which the student is responsible. If an unforeseen educational opportunity arises later in the term, as soon as possible, the faculty member should discuss it with the class. In this case, such a trip will not be a mandatory requirement for students to attend.

California Code of Regulations, Subchapter Five, Section 55450, outlines the parameters for these field trips and excursions. It should be noted that:

- 1. No student shall be prevented from making a voluntary field trip because of the lack of funds.
- 2. No student shall be required to pay a fee to participate in an instructional related field trip or excursion within the state.
- 3. If a student would be excluded because of a lack of funds, the District may not authorize the field trip.
- 4. The District may not pay expenses for any field trip/excursion to any other state, the District of Columbia or a foreign country. However, the expenses of the instructors, chaperons and other personnel participating in these field trip/excursions may be paid from District funds.

It is clear that the District cannot charge fees with respect to voluntary field trips/excursions within the state, but students can be asked to pay expenses such as meals, lodging and incidental expenses. However, a student who cannot afford to pay such "personal expenses' must have the funds provided from outside sources and cannot be excluded from the trip.

The faculty member must announce that if any student who is enrolled in the course may potentially need special accommodations, such a student should discuss with the faculty responsible for the field trip. Whenever practical, the site of the academic field trip should be visited in advance by the instructor, or an appropriate college official, to evaluate the site for accessibility if a student with a disability is enrolled in the class.

VCCCD has a wheelchair accessible vehicle available for students with disabilities, should they need transportation to field trips. If a student with a disability is not able to participate in a required field trip

due to accessibility issues, it is the responsibility of the instructor to recommend alternate methods for a student to acquire the knowledge of the field trip excursion.

Either the faculty member or some other responsible college official designated by the faculty member must accompany all academic field trips.

Section 55451 implies that all students on these field trips/excursions must have medical or hospital insurance coverage. Any student who does not have coverage shall have the coverage provided by or made available by the District and at the expense of the District if the student cannot afford coverage.

CCR Section 55450 also states "All persons making the field trip/excursion shall be deemed to have waived all claims against the District or the State of California for injury, accident, illness or death occurring during or by reason of the field trip/excursion. All adults taking out-of-state field trips/excursions and all parents or guardians of students taking out-of-state field trips/excursions shall sign a statement waiving such claim."

If the student and/or parent/guardian objects to signing the form, due to the language referencing this immunity, or the form is signed and then returned with the sentence crossed out, this will not invalidate the application of the law in defense of a claim.

Guidelines and forms required for all VCCCD field trip/excursion requests:

- A. Every off-campus activity that is recognized by the District must be supported by a complete Field Trip/Excursion Request Form (District-wide Form No. 18007) or have on record the appropriate athletic competition documentation. The Field Trip/Excursion Request Form shall be submitted no less than 10 days prior to event for approval by the appropriate College Manager/Dean, coach/athletic director, and President or designee.
- B. Each student participating in the field trip/excursion must complete the Student Participation form (District-wide Form No. 18008).
- C. Students traveling with staff in college vehicles shall remain with the group for the entire trip (travel to and from the destination). All exceptions must be approved in advance by the appropriate President or designee.
- D. If students drive their own vehicles or provide their own transportation as a passenger in another vehicle, they must submit a Waiver for Use of Personal Transportation (District-wide Form No. 18010). The college assumes no responsibility during the time the students are traveling in their own vehicles to/from a college-sponsored event. The student/club advisor, coach, instructor, or supervising employee is responsible for submitting travel documentation to the appropriate manager, who will then submit the documentation to the appropriate vice president, or designee, for approval.
- E. Students participating in even higher risk activities, e.g., a football game, hang gliding, white water rafting, etc, must complete the Activity Liability Waiver and Release Agreement (District-wide Form No. 18005)
- F. The Student Conduct code applies to all student activities both on and off campus.

Transportation for Field Trips and Excursions

Whenever possible, chartered buses or College-owned vehicles should be used for transportation on a field trip/excursion. Public transportation (*e.g.* regularly scheduled trains or buses) is also an appropriate means of transportation for a field trip/excursion.

The use of a passenger van with a capacity of twelve or more for transportation to and from a field trip/excursion is prohibited, unless the appropriate process for special license has been obtained per DMV regulations.

College Not Providing Transportation:

If the college is **not** providing transportation, the students must be advised that they are responsible for their own arrangements and each student must sign and submit the Non-District Transportation notice (District-wide Form No. 18009).

College Provided Transportation:

If the college is providing transportation with a college vehicle, then the employee drivers must be approved and follow all procedures referenced in the Ventura County Community College District Vehicle and Transportation procedures.

College Leased/Rented Transportation

If the college or group sponsors rent or lease a vehicle with a driver (i.e. a commercial transportation), then all the appropriate insurance requirements must be made part of the trip documentation. The District requires that the commercial transportation company provide verification of a current auto liability insurance policy with limits of liability as required by the State of California. The District should be endorsed onto the bus company's policy as an additional insured for the specific event or trip.

FIELD TRIP/EXCURSION REQUEST

Moorpark College

Oxnard College

Ventura College

This form must be filed with the Dean/Director at least 10 business days before the activity date

One "Field Trip/Excursion Request" form may be completed for multiple dates, a specified date range, or the entire semester if field trips are for the same type of activity and/or destination (i.e., service learning, hiking classes).

Instructor/Advisor: (Print)
Class (Name/Number/Section)/Club/Athletic Event:
Activity/Destination:
Transportation is Provided by: College (District-owned vehicle)
College (Commercial travel)
Responsibility of Student
Responsible instructor/staff member(s):
Date(s) of field trips/excursions:
If more than one field trip or excursion is included on this form, attach a list of locations, addresses, phone numbers and indicate "see attached" on the next three lines below
Address of field trip location:
Phone No. of field trip location:
Contact Person & phone no. at field trip site:

Attach Roster of participants and completed forms, as required below:

	Student Participation Form (District-wide Form No. 18008) (required for each student participating in field trip or excursion)		
	Non-District Transportation Notice (District-wide form No. 18009) (<i>required if District is <u>not</u> providing transportation and student is responsible for their own transportation</i>)		
	Waiver for Use of Personal Transportation (District-wide Form No. 18010) (required if district transportation is provided, but <u>not</u> used and student providing their own transportation)		
	Student Conference Attendance/College Visitation Agreement (District-wide Form No. 18011) (Only required for students participating in a student conference or college visitation)		
Requested By:_	Instructor/Advisor/Supervisor (print name) Date:		
Approved by:	Department Dean/Manager Date:		
Approved by: _	President or designee Date:		

<u>AFTER COMPLETION OF FIELD TRIP</u>, FORWARD COMPLETED, APPROVED FORMS, AND ALL REQUIRED ATTACHMENTS TO THE DISTRICT ADMINISTRATIVE CENTER, RISK MANAGEMENT DEPARTMENT

STUDENT PARTICIPATION FORM

Moorpark	College 🗌 C	xnard College	Ventura College
Field Trip/Excursion/Clas	S:		
Instructor/Advisor:		Date(s):	
Student Name:		ID Number:	
Student Phone No:		Student Add	dress:

<u>Transportation:</u> Dessenger in District Vehicle

- □ Passenger by Commercial travel provided by District
- □ Student Providing Own Transportation (complete District-wide Form No 18010, Waiver for Use of Personal Transportation)

If student is a passenger in a District vehicle, the student agrees by signing below they are not authorized to operate a District vehicle and the passenger is not a District employee and is voluntarily riding as a passenger. The College is not responsible, nor does the College assume liability, for any injuries or losses resulting from this District approved activity.

Student Medical Information:

□ Personal Insurance is available	□ No Personal Insurance is Available
Medical Insurance Company:	
Policy No	Group No
Specify any health issues or medical problems ((if none, put N/A)
Emergency Contact:	Phone No

This document ensures acknowledgement of your obligations while on a college-sponsored field trip, and includes a release and waiver of liability against the Ventura County Community College District (VCCCD) and its colleges. **Please read carefully before signing**.

1. **Field Trip/Excursion.** I will be attending the above-stated trip(s) or activities for the indicated length of time. Arrangements, including financial responsibilities for travel, lodging and meals have been

explained to me. I understand that participation in the trip specified above involves risks involved in traveling to, within, and returning from the location. I further understand that pursuant to the CA Code of Regulations, Subchapter 5, Section 55450, that by participating in the above trip, I am deemed by law to have waived any claims against the VCCCD, its Board of Trustees, employees, volunteers and colleges, for injury, accident, illness or death occurring during or by reason of the field trip.

- 2. **Institutional Arrangements.** I understand that the VCCCD does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Field Trip/excursion. I understand that the VCCCD is not responsible for matters beyond the control of either the District or the college sponsoring the trip.
- 3. **Health and Safety.** I recognize that I am responsible for my personal medical needs. There are no health related reasons or problems which would restrict my participation in the field trip/excursion (or if there are, I have listed them and reasonable accommodation has been made in writing, a copy of which is attached hereto.) It is my responsibility to notify the Instructor/Advisor of any medications to which I may have allergies, or if there are any medical treatments I refuse to have performed.

I further understand that accident and health insurance is my responsibility. Further, I understand that I am **ultimately responsible** for handling any insurance claim due to injury from this trip. The VCCCD student and athlete insurance does **NOT** provide 100% coverage for medical expenses related to an injury incurred on this trip. I have 48 hours from the time of any injury to report to the College Student Health Center. If I **do not** have private insurance, I am **required** by the Student Accident Insurance program to see a medical provider (Doctor Clinic or Hospital) who is an Anthem Blue Cross Participating Provider Organization (PPO). If I choose to see a medical provider who is not a Blue Cross PPO member, I may be personally responsible for a portion of my medical expenses.

In the event of any illness or injury, I hereby authorize and consent to examination and treatment as deemed necessary for my safety and welfare.

- 4. **Standards of Conduct.** I understand that as a student attending a college of the VCCCD, I am viewed as a representative of my college. It is my intention to act as a good-will ambassador and conduct myself in a fitting manner. I recognize that behavior which violates laws or college standards could reflect negatively on myself and the District, as well as be adverse to my own health and safety. If I should fall into legal problems while on the trip, I will attend to the matter personally with my own personal funds. I also will comply with all laws and District standards, rules and instructions for student behavior. I agree to abide by all of the rules and regulations with regards to my participation in the trip, including those relative to use of alcohol or illegal drugs. I also understand that the District can revoke its consent at any time for cause or in the event of cancellation of the trip. Should I violate any standards of conduct, I can be sent home at my own expense.
- 5. **Transportation.** I hereby acknowledge and understand that unless specifically advised otherwise, the college is not providing transportation and it is my responsibility to arrange for transportation to and from the location of the trip. If the college is providing transportation but I choose not to utilize it, I am responsible for my own arrangements and the college assumes no responsibility or liability of any kind. Further, I understand the driver of the vehicle in which I ride, either as driver or passenger, is not acting on behalf of the college or the District, and neither the college nor the District have verified the driving record of the driver, the liability insurance on the vehicle, or the condition of the vehicle.

Neither the college nor the District is in any way responsible, nor do they assume any liability, for any injury or loss that may result from such transportation; and although the college may assist in coordination of transportation and/or recommend travel times, routes, car pooling or caravanning, recommendations or travel assistance provided is not mandatory.

6. **Release.** I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto, wherever or however the same may occur and continue, and I do so for myself, my heirs, executors, administrators and assigns, hereby release, waive, discharge, and relinquish any action or cause of action aforesaid, which may hereafter arise for me or my estate, and agree that under no circumstances will I, my heirs, executors, administrators or assigns prosecute, present any claim for personal injury, property damage or wrongful death against the VCCCD or any of its officers, agents or employees for any of said causes of action, whether the same shall arise by the negligence of said persons, or otherwise.

It is my intention by this document to relieve VCCCD from liability for personal injury, property damage, or wrongful death caused by negligence.

The undersigned, and his/her heirs, executors, administrators or assigns agree that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against VCCCD, we shall indemnify and save harmless the same VCCCD from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

Student Signature:	Date:	
Parent/Guardian:	Date:	

If a student/participant is a minor, then parent or guardian must sign. If student/participant is an adult (18 years of age or older), no signature of parent or guardian is required.

FORM MUST BE SUBMITTED TO FACULTY/ADVISOR, OR SUPERVISING EMPLOYEE RESPONSIBLE FOR THE FIELD TRIP/EXCURSION REQUEST

NON-DISTRICT TRANSPORTATION NOTICE

	Moorpark College	Oxnard College	Ventura College
Student N	Name: (print)		
Instructor	r/Advisor:		
Class (Na	ame/Number/Section)/Club/A	thletic Event:	
Activity/	Distination:		
Departur	e Date:	Return I	Date:

The undersigned hereby acknowledges and understands that the District is NOT providing transportation to the College sponsored activity and that it is the responsibility of the undersigned to arrange for transportation.

The undersigned also acknowledges and understands that the driver of the vehicle in which I am riding, either as driver or passenger, is NOT driving as an agent of or on behalf of the College, and the College has not confirmed liability insurance coverage, driver's license status, driving record of the driver or the mechanical condition of the vehicle.

It is fully understood that the College is in no way responsible, nor does the College assume liability, for any injuries or losses resulting from this non-District sponsored transportation. Although the College may assist in coordinating transportation and/or recommending travel time, routes, carpooling, or caravanning to or from this activity, I fully understand that such recommendations are not mandatory.

Student Signature

Date

Date

Instructor/Advisor/Supervising Employee signature

FORM MUST BE SUBMITTED WITH VCCCD STUDENT PARTICIPATION FORM - District-Wide Form No. 18008

District-Wide Form No 18009 Revised 10/22/09

WAIVER FOR USE OF PERSONAL TRANSPORTATION

Moorpark College

Oxnard College

Uventura College

This agreement must be signed by every student participating in the field trip/excursion, and providing their own transportation, as a passenger in another vehicle or driving their own vehicle, before permission will be granted to participate.

Student Name: (print)	
Instructor/Advisor:	
Class(Name/Number/Section)/Club/Athletic Event:	
Activity/Destination:	
Departure Date:	Return Date:

I understand the College is providing transportation to and from the above activity. However, I hereby requests permission to provide my own transportation at my own expense for the activity and applicable dates as described above. Transportation may or may not be the parent or guardian of the student.

It is fully understood that the College is in no way responsible, nor does the College assume liability, for any injuries or losses resulting from use of their own transportation. Although the College may assist in coordinating transportation and/or recommending travel time, routes, carpooling, or caravanning to or from this activity, I fully understand that such recommendations are not mandatory. I understand that by operating my vehicle or driving as a passenger in a non-college vehicle for this off-campus activity, I am accepting full responsibility for any form of injury or property damage which may occur. I hereby release and hold harmless the Ventura County Community College District from any liability whatsoever for my use of non-district transportation.

I also understand that the driver of the vehicle in which I am riding, either as driver or passenger, is not driving as an agent of or on behalf of the College, and the College has not confirmed liability insurance coverage, driver's license status or the condition of the vehicle.

I further acknowledge that my College provided student insurance coverage may not cover damages or injury because of my election to utilize my own transportation without the direct supervision of a College staff.

Student Signature

Date

Date

Instructor/Advisor/Supervising Employee signature

FORM MUST BE SUBMITTED WITH VCCCD STUDENT PARTICIPATION FORM - District-Wide Form No. 18008

District-Wide Form No. 18010 Rev. 10/22/09

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Ventura County Community College District

STUDENT CONFERENCE ATTENDANCE/COLLEGE VISITATION AGREEMENT

I understand that throughout the school year I may be voluntarily visiting other colleges and/or attending student government conferences as a representative of the Ventura County Community College District.

A signed **Student Conference Attendance/College Visitation Agreement** form **must** be on file with the College before a student will be allowed to participate in the above extra-curricular activity. I understand and agree to the following:

- As a representative of the college and the Associated Student Government I understand inappropriate conduct is not acceptable and I am expected to conduct myself in a responsible manner. Inappropriate conduct includes, but is not limited to, conduct which is likely to endanger the health or safety of myself or any other person(s), conduct which is likely to cause damage to property, or conduct in violation of any local, state, or federal law or district policy.
- I am personally financially responsible if my conduct causes an injury or damage to real or personal property of another.
- I will not bring along any unauthorized guests.
- Even though there may be reimbursement for travel expenses, it is fully understood the college is in no way responsible, nor does the college assume any liability, for injury or loss resulting from my transportation.
- The college is not responsible for supervising my activities. The college and its employees will not be held liable for injury or loss suffered by me while I am engaging in any activity associated with the conference/visitation, either before, during or after the program.
- I am expected to participate in all activities, workshops, presentations and meetings provided at the conference/visitation.
- I am expected to remain on the premises of the site at which the conference/visitation is located during the days and times of the program. If I choose to leave the premises of the conference/visitation site at any time I do so on my own and at my own risk.
- During the entire time that I am at the conference/visitation, from the time of arrival to the time of departure, I am subject to all standards of student conduct as outlined in any applicable District Board policy or procedures.

I understand that violation of any part of this agreement may result in me being barred from representing the Ventura County Community College District at college visitations or conferences and may also result in student disciplinary action by the college.

Student Name (Print)

Student ID Number

Signature

Date

FORM MUST BE SUBMITTED TO FACULTY/ADVISOR, OR SUPERVISING EMPLOYEE RESPONSIBLE FOR THE FIELD TRIP/EXCURSION REQUEST

District-Wide Form No.18011 Rev 10/22/09