

EDINBORO UNIVERSITY OF PENNSYLVANIA

UNIVERSITY-RELATED ADVISORSHIP-Policy No. A003

Supersedes Policy No. A003, Dated 1/19/87 & 1/15/90

Recommended for Approval By Dr. Glenda M. Lawhorn, Vice President for Student Affairs

Approved By Foster F. Diebold, President on September 2, 1994

Review Date: As Required

INTENT

Edinboro University of Pennsylvania is firmly committed to the belief that learning takes place in a wide variety of settings and under varied circumstances. The mastering of social skills and the management of interpersonal interactions are of great importance and can be advanced through participation in student organizations. Edinboro University acknowledges that an advisor, outside the employ of the University but demonstrating a meaningful association with the campus community, can offer a special relationship to a student organization under the proper circumstances.

It is the intent of this Policy to clarify the limitations of this special relationship and to assist the advisor and University in working together for the benefit of students without creating a situation of unprotected liability.

POLICY

An advisor is an individual who accepts a position of association with an organization which desires his/her counsel on both specialized areas in which he/she is experienced, and in general matters of good taste, conduct and propriety.

A person who is not an employee of Edinboro University of Pennsylvania (hereafter called non-employee advisor) may become an advisor to a student organization on a restricted basis upon completion of the following criteria:

1. The non-employee advisor as part of the student organization recognition process must send a letter to the Student Affairs Office describing their background, relationship to the University, and why they wish to be an advisor to the student organization. This letter will be evaluated to determine if the non-employee advisor has sufficient contact with Edinboro University to properly understand the purpose and role of being an advisor to a student organization. Greater weight will be given to alumni, University contributors, or persons with university-community committee/board involvement

2. The non-employee advisor, if acceptable to the President upon recommendation by the Vice President for Student Affairs, would sign an agreement with the University to become a university-related advisor to a student organization. The agreement clarifies the relationship of the University and non-employee advisor. It recognizes that the non-employee advisor and/or student organization must have some form of liability coverage sufficient to provide them protection because the Commonwealth's self insurance does not cover persons who are not University officials or employees. The agreement defines the duties of the university-related advisor and is attached as Appendix "A".
3. The non-employee advisor would also be required to attach documentation to the above agreement indicating proof of liability coverage for him/her as advisor and/or in conjunction with student organization/national organization affiliate insurance coverage. Evidence of liability coverage would be copies of homeowner, car, comprehensive, or similar insurance policies.
4. The University reserves the right to grant or deny university-related advisorship status to a non-employee advisor as it deems appropriate.
5. The University and/or the non-employee advisor may terminate the advisorship at any time, without any cause or explanation, by providing a written notice of termination to the other party.

Attachment

APPENDIX "A"

UNIVERSITY-RELATED ADVISORSHIP AGREEMENT

BETWEEN

Edinboro University of Pennsylvania

(University), Edinboro, PA 16444

and

_____ (Volunteer Name)

Address _____

In consideration of permission to be recognized by Edinboro University of Pennsylvania as a university-related advisor of a student organization (an advisor who is not a University employee), the Volunteer agrees to accept and/or perform the following conditions listed below:

1. The University by its recognition of the Volunteer as a university-related advisor in no way indicates, implies, or otherwise evidences any acceptance, recognition, and/or acknowledgement of any assumption of risk/liability on behalf of the university-related advisor and/or student organization by the University.
2. The University will assist the Volunteer in all appropriate and reasonable ways not inconsistent with University Policy or Commonwealth Law.
3. The Volunteer recognizes that, because he/she is not a University employee, the University cannot provide a legal defense or make indemnification for the acts or omissions of the Volunteer and/or student organization under his/her advisement.
4. The Volunteer, understanding the need for liability protection in the absence of a University obligation to provide him/her a legal defense for acts or omissions as advisor, agrees to provide to the University proof of current and reasonable insurance/liability coverage of the Volunteer and/or student organization and to maintain such coverage as a condition of recognition as advisor.
5. The Volunteer agrees, that as a university-related advisor, he/she will perform the following duties:
 - A. Supervise student organization financial transactions.
 - B. Confer with organizational officers regarding University policies and regulations.
 - C. Monitor/supervise the election of new student organization officers.
 - D. Work with student organization officers to insure completion of annual registration materials.

- E. Ensure that a University employee is available to operate any Commonwealth-owned vehicle used by the organization.
- F. Attend all organization functions, on or off campus, which are funded through University approved collections by the organization.
- G. Offer advice and counsel to student organization members on matters of conduct, propriety, good taste, or those issues the Volunteer has experience with.
- H. Insure student organization liability coverage is properly maintained and updated/adjusted as the student organization's situation warrants.

6. The Volunteer promises, that if he/she has any questions or concerns regarding his/her responsibilities or liabilities as an advisor, the Volunteer will seek advice and counsel of appropriate University officials, as is possible, prior to any action being taken or advice given by the Volunteer.

7. The University and the Volunteer understand this Agreement exists at the pleasure of both parties and may be terminated by written notice, at any time, by either party. Neither the University nor the Volunteer is required to provide the reason(s) for termination of this Agreement.

In witness whereof, and intending to be legally bound thereby, the University and the Volunteer have signed this Agreement on the dates set forth below:

FOR THE UNIVERSITY:

DATE _____ BY: _____

Vice President for Student Affairs

FOR THE VOLUNTEER:

DATE _____ BY: _____

Name

WITNESSED:

DATE _____ BY: _____

Witness