Auburn University at Montgomery Policy on Minors Involved in University-Sponsored Programs or Programs Held at the University and/or Housed in University Facilities

Policy Statement

To provide for appropriate supervision of minors who are involved in university-sponsored programs, programs held at the University and/or programs housed in university facilities at all geographic locations.

Auburn University at Montgomery has an obligation to its students, faculty, staff, and visitors to conduct its operations and maintain its facilities in a manner consistent with its mission as a land grant institution with a tradition of service and access. Activities involving minors are integral to our mission of creating and disseminating knowledge for the betterment of society. Ensuring the safe and appropriate treatment of minors on campus is imperative.

Policy Principles

Auburn University at Montgomery is committed to ensuring the safety and well-being of minors who are entrusted to our care or visit our campuses. The purpose of this Policy is to describe requirements placed on administrators, faculty, staff, students, volunteers and others working with minors – to ensure their protection, to fulfill our obligations as mandated by law, and to provide the best possible experience for any minor visiting our campuses or in university-related programs.

Auburn University at Montgomery hosts a wide variety of university sponsored or sanctioned activities for nonenrolled minors such as: camps; clinics; workshops; conferences; and other educational activities. The aforementioned activities are located both on-campus and off-campus under university supervision. In addition, minor children or relatives of employees not involved in university sponsored/sanctioned activities are often visitors in the workplace. It is imperative that non-enrolled minors on campus be overseen in a fashion that is appropriate and intended to keep them healthy and safe while visiting the university. This policy statement provides guidance related to the risk and safety of the non-enrolled minors mentioned previously. It is intended for university personnel/departments involved in university sponsored/sanctioned activities involving minors and for university employees who are the parents or guardians of minor children visiting the Auburn University at Montgomery Campus.

All programs and activities that involve minors in their activities will fall within the scope of this Policy including: programs operated by the university or 3rd party entities, programs taking place on campus and programs under the direction and authority of the university at locations off campus. This Policy applies to such programs and activities whether they are limited to daily activities or involve the housing of minors in residence halls. Exceptions to this policy include: (1) undergraduate and graduate academic programs in which minors are enrolled for academic credit; (2) events on campus which are open to the general public and which minors attend at the sole discretion of their parents or guardians; and, (3) campus tours or visits by minors considered to be prospective students; and (4) other programs as may be designated from time to time by the appropriate university official in advance and in writing as exempted from this policy.

The leadership of the university is responsible for this policy with departmental leadership responsible for ensuring their programs and activities involving minors are compliant with this policy. Any questions regarding clarification of this policy should be directed to Risk Management & Safety.

Definitions

Adult

Any person 19 years of age or older.

Authorized Adult and/or Program Staff

Individuals, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee minors in program activities, 1

or recreational, and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, employees of temporary employment agencies, and independent contractors/consultants. The Authorized Adults' roles may include positions as counselors, chaperones, coaches, instructors, etc. For the purposes of this policy the term "Program Staff" is also assigned this definition. This definition does not include temporary guest speakers, presenters and other individuals who have no direct contact with program participants other than short term activities supervised by program staff.

Direct Contact

Providing care, supervision, guidance or control of minors and/or having routine interaction with minors.

Minor

Any person under 19 years of age (Code of Ala. §26-1-1). This policy is specific to non-enrolled minors. A person under the age of nineteen (19) who is not enrolled at the university, or who is considered to be "dually enrolled" in university programs while also enrolled in elementary, middle and/or high school; is also referred to as a "participant" in this policy.

One-On-One Contact

Personal, unsupervised interaction between any authorized adult and a participant without at least one other authorized adult, parent or legal guardian being present.

Program

Programs and/or activities offered by various academic or administrative units of the university, or by non-university groups using university facilities. This includes but is not limited to workshops, sport camps, academic camps, conferences, pre-enrollment visits, 4H or Cooperative Extension programs and similar activities.

Sponsoring Unit

The academic or administrative unit of the university which offers a program or gives approval for housing or use of facilities.

University Housing

Facilities owned by, or under the control of, the university intended for use as housing.

Policy Procedures

The following policy provisions apply to a sponsoring unit offering or approving a program which involves minors or provides university housing for minors participating in a program, or a non-university group being sponsored for a program, whether utilizing university housing or not:

If needed, sponsoring units can contact Risk Management & Safety to establish program specific forms.

A. Communication and Notification

- 1. The sponsoring unit shall establish an appropriate procedure for the notification of the minor's parent/legal guardian in case of an emergency, including medical or behavioral problem, natural disasters, or other significant program disruptions. Authorized adults with the program, as well as participants and their parents/legal guardians, must be advised of this procedure in writing prior to the participation of the minors in the program.
- 2. The sponsoring unit shall maintain a list of all program participants and a directory of program staff. This list shall include participant's name; local room assignment (if applicable); gender, age, address, and phone number(s) of parent or legal guardian, as well as emergency contact information.

- 3. The sponsoring unit shall provide information to the parent(s) or legal guardian(s) detailing the manner in which the participant can be contacted during the program.
- B. Medical Treatment, Administration of Medicines and Emergency Services
 - 1. The sponsoring unit shall obtain a **Medical Information and Release Form** (example can be found in Appendix A) for each program participant and program staff member. All forms must include the following:
 - a. A statement informing the parent/legal guardian that the university does (or does not, as applicable) provide medical insurance to cover medical care for the minor.
 - b. A statement authorizing the release of medical information and emergency treatment in case the parent/legal guardian/emergency contact cannot be reached for permission.
 - c. A list of any physical, mental or medical conditions the minor may have, including any allergies that could impact his/ her participation in the program.
 - d. All emergency contact information including name, address and phone number of the emergency contact.
 - 2. The sponsoring unit shall obtain a **Self-Administration of Medication Form** and a **Consent for Over-the-Counter Medication Form** (examples can be found in Appendix A) for each program participant. Forms should also be obtained for program staff members that are minors. Distribution of participants' medicines by program staff should be handled under the following conditions:
 - a. Program staff shall be responsible for reviewing all forms and assessing needs of each program participant.
 - b. The participant's family provides the medicine in its original pharmacy container labeled with the participant's name, medicine name, dosage and timing of consumption. Over-the-counter medications must be provided in their manufacturers' container.
 - c. Program staff shall keep the medicine in a secure location, and at the appropriate time for distribution shall meet with the participant.
 - d. The program staff member shall allow the participant to self-administer the appropriate dose as shown on the container.
 - e. Parent(s) and/or guardian(s) are expected to make arrangements for the administration of any medicine that the participant cannot self-administer.
 - f. Devices for the self-administration of medications which are prescribed by a physician may be carried by the participant during program activities (Examples include personal "epi" pens and asthma inhalers).
 - g. Over-the-counter medications can only be administered with prior approval. Program staff should make reasonable efforts to have basic first-aid kits available if needed. Participants can self-administer over-the-counter medication that they bring themselves.
 - 3. The sponsoring unit shall arrange for medical care appropriate for the nature of program activities including onsite emergency medical service coverage if needed.
- C. Supervision of Minors and Access to University Facilities
 - 1. Other than in cases outlined as follows, program staff should make every effort to ensure all activities involving minors are supervised by at least two authorized adults or by parent(s) or legal guardian(s) of the participants. Some of the factors to be considered in determining requirements for supervision are the number and age of

participants, the activity(ies) involved, type of housing if applicable, and age and experience of the staff members. It is acceptable for an individual program staff member to provide program services to a group of participants (e.g., classroom instruction or outdoor activities) if the activity is conducted in an open or public area where the group is visible to others outside the group at all times. This includes classroom or meeting activities where open doors or windows allow for a clear line of sight.

a. In accordance with the American Camp Association, the ratio of program staff to program participants must reflect the gender distribution of the participants, and should, at a minimum, meet the following:

Standards for resident camps are:

- One staff member for every five campers ages 4 and 5
- One staff member for every six campers ages 6 to 8
- One staff member for every eight campers ages 9 to 14
- One staff member for every 10 campers ages 15 to 17

Standards for day camps are:

- One staff member for every six campers ages 4 and 5
- One staff member for every eight campers ages 6 to 8
- One staff member for every ten campers ages 9 to 14
- One staff member for every twelve campers ages 15 to 17
- b. Program staff shall assign a staff member who is at least 21 years of age to be accessible to participants. The staff member must reside in the housing unit, if applicable. Additional authorized adults should be assigned to ensure one-on-one contact with minors does not occur and that appropriate levels of supervision are implemented.

When currently enrolled university students are hosting minor high school students participating in preenrollment visitation, the hosting university student(s) will not be required to be at least 21 years of age and the requirement for two authorized adults will be waived.

Guests of residents in university housing are required to follow all rules as provided under the <u>Guide to</u> <u>Residential Living</u>.

- c. Training for the program staff must include, at a minimum, information about responsibilities and expectations; policies, procedures, and enforcement; appropriate crisis/ emergency responses; safety and security precautions; addressing medical emergencies; confidentiality issues involving minors; and university responsibility/liability. Program staff must know how to request local emergency services and how to report suspected child abuse in accordance with the **Child Protection and Reporting of Child Abuse Policy** (found in Appendix D).
- d. Responsibilities of program staff must include, at a minimum, informing program participants about safety and security procedures, university rules, rules established by the program, and behavioral expectations. Program staff is responsible for following and enforcing all rules and must be able to provide information included herein to program participants and be able to respond to emergency(ies).
- 2. In addition to the requirement that two adults to be present at all times when minors are being supervised, an additional authorized adult should be available as a "floater" to stand in if one of the two adults in a classroom or other situation must leave the area. The two authorized adults should not be family members.
- 3. All supervised participants in a university program or a program taking place on university property are permitted in the general use facilities [e.g. athletic fields, public spaces, academic buildings] but may, as needed, be restricted from certain areas of the facilities [e.g. storage rooms, equipment rooms, athletic training rooms, staff/ faculty offices] or from utilizing certain equipment.

- D. Program Rules of Conduct
 - 1. Program staff shall develop and make available to participants the rules and disciplinary measures applicable to the program. Program participants and staff must abide by all university regulations and may be removed from the program for non-compliance with rules. Participants and parents/guardians should complete the **Rules and Disciplinary Procedures Form** (found in Appendix B). In addition, the following must be included in program materials and stressed during the program:
 - a. The possession or use of alcohol or drugs is prohibited.
 - b. Fireworks, firearms, guns, knives, archery equipment and other weapons are prohibited unless being used for an officially sanctioned and approved instructional program.
 - c. The operation of motor vehicles by minors is prohibited while attending and participating in the program.
 - d. The parking of staff and participant vehicles must be in accordance with university parking regulations.
 - e. Rules and procedures governing when and under what circumstances participants may leave university property during the program.
 - f. No violence, including sexual abuse or harassment, will be tolerated.
 - g. Hazing of any kind is prohibited. Bullying including verbal, physical, and cyber bullying are prohibited.
 - h. No theft.
 - i. Use of tobacco products will not be tolerated by participants or program staff. Smoking is prohibited in **all** university buildings.
 - j. Misuse or damage of university property is prohibited. Charges will be assessed against those participants who are responsible for damage or misusing university property.
 - k. The inappropriate use of cell phones, cameras, imaging, and digital devices is prohibited including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.

DI. Liability

- 1. Program staff shall obtain a **Media**, **Photo & Video Release Form** and **Liability Release** (examples can be found in Appendix A) as part of the program registration process. All data gathered shall be confidential, is subject to records retention guidelines, and shall not be disclosed, except as provided by law.
- DII. Background Checks
 - 1. All program staff who have direct contact with minors or supervise a program with minors are required to have a background check on record with the university before the adult is hired or allowed to engage with minors. Background checks will be conducted via a web-based program monitored by Human Resources, and these checks must be cleared prior to the beginning of the activity. Subsequent background checks will be required every three (3) years for program staff who return to a covered program or activity.
 - 2. Auburn University at Montgomery will conduct statewide criminal history searches in the State of Alabama, and county-by-county criminal history searches for any location outside of Alabama in which the program staff member indicates they have lived, worked, or attended school within the past seven (7) years. The background check will

be limited to criminal offenses for which an individual has been convicted, pled guilty to a felony or misdemeanor, or where such charges are currently pending. In addition to criminal records searches, the university also conducts a sex offender registry search. The university also conducts an ID Trace via the program staff member's social security number which reports any locations in which the social security number has been used for credit purposes so that these locales can be checked if not disclosed. In the event the program staff member will be driving during the course of the activity, a driving record will be required in compliance with the University's Fleet Safety Policy.

- 3. It is the responsibility of the person in charge of the program or activity at the university (hereafter referred to as the Key AUM Administrator, or "Administrator") to assure that each program staff member has received clearance to participate. Human Resources will contract with a third-party consumer reporting agency (hereafter referred to as "background check company") to conduct these searches, and the Administrator or their designee will have access to a web-based system provided by the background check company for the purpose of tracking the eligibility of program staff members.
 - New hires are required to complete the university background check process at the time of, and as a condition of, hire. If the individual has been hired within three years of the start of the covered activity, they may be exempt from this requirement.
 - All other program staff members must complete the above described background check process. This includes current employees working with minors who have not previously had a background check completed, those whose new hire background check was processed more than three years prior to the activity, and all other individuals working with minors whether paid or unpaid.
 - The university may accept successful documented background clearances from governmental agencies (e.g., School Districts) that have been completed within three (3) years from the start date of the activity.
 - Non-university entities providing adult supervisors for university-based programs are required to comply with these established procedures to conduct background checks on their program staff and the director, or provide evidence that they are conducting background checks that are at least comparable to the standards indicated in this section.
- 4. Human Resources will be responsible for ensuring that the requirements of the Fair Credit Reporting Act (FCRA) are followed should information of concern be reported by the background check company. Human Resources will notify the Administrator of the content of the report and inquire as to their level of concern with the issue being reported. If the Administrator has concern, then Human Resources will provide the individual a copy of the report along with the required "Summary of Rights Under the Fair Credit Reporting Act" document. Instructions will also be provided should the individual wish to dispute the accuracy of the report information. The final decision regarding any individual's participation in an activity will lie with the Administrator, after consultation with Human Resources and/or General Counsel.

Results of background checks conducted under this Policy will be used only for the purposes of this Policy, except that the university reserves the right to take appropriate action with respect to employees who may have falsified or failed to disclose information material to their employment on employment applications uncovered as a result of the background check, including and up to immediate termination of employment. Copies of all correspondence with program staff members regarding background check reports will be retained in Human Resources.

5. All contracts for the services of independent contractors that will be working with minors must include a provision assuring that the employees of such independent contractors or the contractor (in the case of a solo contractor) will comply with the above established process or provide evidence that background checks and training comparable to those required by the university under this Policy have taken place. In addition, all independent contracts must reference and attach copies of this Policy and the **Child Protection and Reporting of Child Abuse Policy** (found in Appendix D) to such contracts.

- G. Camps Directed by Non-University Entities
 - 1. From time to time, non-university camps and other educational programs or activities will be hosted on the university campus. The non-university party must secure an Auburn University at Montgomery host in order to utilize campus facilities. The relationship of the non-university party and Auburn University at Montgomery host must be captured in an agreement signed by both parties.

The agreement must include the following delineated requirements from the non-university entity to ensure a quality program experience for the participants:

- a. Conduct early registration, fee collection and on-site registration to include the collection of fees, the collection of medical release forms, the distribution of appropriate, University-related materials, and the assignment of appropriate housing;
- b. Provide at least one administrative Program Director with responsibility for satisfactory operation of the camp, including:
 - maintaining discipline among the participants and compliance with university rules, including overseeing • the care of dormitory property and observance of curfews;
 - arranging for medical treatment in all cases of illness and injury occurring during the camp, including transportation to and from the medical facility, and seeing that appropriate insurance forms and information are provided;
 - maintaining regular and open communication with host office at the university, sponsors, dormitory residents, and dormitory personnel in order to avoid problems;
 - maintaining daily contact with the host office liaison to ensure that dining hall and program schedules are • coordinated and observed:
 - maintaining regular daily liaison with the university host office to keep that office informed of the progress of the program and to receive messages and mail;
 - being on call 24 hours a day while the program is in session.
- c. Provide a list of all program staff and participants to the Auburn University at Montgomery Campus Police Department prior to the start of program activities. The list should include all names, addresses, phone numbers and emergency contact information for staff and participants.
- d. Provide a competent staff compliant with Section I below to supply adequate instruction and leadership during activities;
- e. Complete background checks in accordance with Section F above or conduct appropriate background checks on program staff and director that meet or exceed the standards established in Section F above and provide copies to the university host entity. All contracts with third party entities should have language regarding background checks as follows:
 - As a condition of this contract, Vendor agrees to certify that any of its employees, independent contractors or agents who will be performing services on behalf of the Vendor and for the benefit of Auburn University, will have successfully completed a background check in accordance with the Auburn University Policy on Minors. This includes the completion of background checks that meet or exceed the standards set forth in the Auburn University at Montgomery Policy on Minors or use of the online system for background checks (available through Auburn University Human Resources). Vendors have a financial

obligation to pay for all background checks of its employees, independent contractors or agents. Should a Vendor utilize background checks from a source other than AUM, Vendor is required to submit evidence to the appropriate unit at Auburn University at Montgomery of the completed checks.

- f. Conduct appropriate training consistent with Section I below on protecting participants from abusive emotional and physical treatment, and on appropriate or required reporting of incidents of improper conduct to the proper authorities including, but not limited to, appropriate law enforcement authorities.
- g. For each participant in attendance: ensure the camper is accompanied by a coach or sponsor who will be responsible for the conduct and safety of the child while in attendance OR assign a staff person who will assume that responsibility for each unaccompanied camper (ratio of counselors to campers should meet or exceed standards set in Section C above);
- h. Submit to the university host entity all printed materials used in advertising camps held at the university;
- i. Provide the university host entity with regular updates of anticipated space requirements and, at a minimum, provide: (a) a best estimate of attendance sixty days prior to camp; (b) an update every week for the four weeks leading up to camp; and (c) a written reservation guarantee five working days prior to the camp;
- j. Assume financial responsibilities of key and lock replacement for keys that are issued for the program and not returned to University Housing;
- k. Assume financial responsibility for any special services or requests which Camp Director(s) may deem necessary to enhance the camp;
- 1. Assume financial responsibility for any and all losses or damages to practice facilities, equipment, residence halls, or other university property resulting from any act or failure to act on the part of participants or client staff;
- m. Agree to operate in accordance with Federal Affirmative Action/Equal Opportunity requirements;
- n. To the fullest extent permitted by law, defend, indemnify and hold harmless Auburn University, its Board of Trustees, faculty, staff and agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of services under the contract, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of the university.
- o. Submit to the university host entity, at least one month prior to the start of the program an additional insured endorsement and a certificate of insurance written on an occurrence form issued by a carrier with an A.M. Best rating of A or higher which identifies Auburn University, its Board of Trustees, faculty, staff and agents as an "Additional Insured" and provides a minimum of one million dollars in liability coverage; due to the nature of some events, Auburn University reserves the right to require additional limits of liability coverage. A complete list of insurance requirement can be found in Appendix C **Independent Contractor Insurance Requirements**;
- 2. The parties must contractually agree that the third party is an independent contractor using the facilities of Auburn University at Montgomery to conduct a program. Nothing contained in the agreement or in the activities conducted shall constitute either party to be the agent, servant, or employee of the other party, nor create a partnership or joint venture relationship between the parties, and each party shall be fully and solely responsible for its own activities and obligations.

- 3. Authorized personnel/signatories for non-university groups using university facilities must provide to the sponsoring unit satisfactory evidence of compliance with all of the requirements of this Policy at least thirty (30) days prior to the scheduled use of university facilities, as well as sign an approved agreement for use of university facilities, if applicable.
- F. University Housing
 - 1. If applicable, require the program to adopt and implement rules and regulations for proper supervision of minors in university housing. The following must be included:
 - a. Written permission signed by the parent/guardian for the minor to reside in university housing.
 - b. A curfew time which is age-appropriate for the participants, which in no case shall be later than midnight.
 - c. In-room visitation to be restricted to participants of the same gender.
 - d. Guests of participants (other than a parent/legal guardian and other program participants) are restricted to visitation in the building lobby and/or floor lounges, and only during approved hours specified by the program.
 - e. The program must comply with all security measures and procedures specified by University Housing and the AUM Campus Police Department.

G. Training

- Each program staff member, who will be participating in a program covered by this policy shall attend annual mandatory training on the conduct requirements of this policy, on protecting participants from abusive emotional and physical treatment, and on appropriate or required reporting of incidents of improper conduct to the proper authorities including, but not limited to, appropriate law enforcement authorities. All training shall be conducted or approved by the AUM Office of Human Resources (7430 East Drive, 9th Floor Library Tower, Auburn University at Montgomery, AL 36117, Phone: 334.244.3641, Fax: 334.244.3751).
 The program director may enhance and/or modify the required training program to meet specific needs of the particular program or activity involved, in consultation with the AUM Office of Human Resources, but any such enhanced or modified program must include all the elements described in this section. In addition, the program director shall arrange for sufficiently frequent training sessions to permit covered programs and activities to
- H. Notification of Abuse and Code of Conduct for Authorized Adults

continue to function on a regularly scheduled basis.

1. If a program participant discloses any type of assault or abuse (at any time previous to, during or after the program), or an Authorized Adult has reason to believe that the participant has been subject to such assault or abuse, the Authorized Adult, as a mandatory reporter, must immediately call 911 or the local law enforcement agency. For instances of child sexual assault or abuse the authorized adult must also immediately call 911. Further instructions for addressing child sexual abuse or assault can be found in the **Child Protection and Reporting of Child Abuse Policy** (found in Appendix D).

Authorized adults must make all reasonable efforts to ensure the safety of minors participating in programs and activities covered by this policy, including removal of minors from dangerous or potentially dangerous situations, irrespective of any other limitation or requirement.

If an allegation of inappropriate conduct has been made against an authorized adult participating in a program, s/he shall discontinue any further participation in programs and activities covered by this policy until such allegation has been satisfactorily resolved.

- 2. Authorized Adults should behave professionally and maintain the highest standards of personal behavior at all times. Authorized adults participating in programs and activities covered by this Policy shall **NOT**:
 - a. Have one-on-one contact with minors: there must be two or more authorized adults present during activities where minors are present. Authorized adults shall not have any direct electronic contact, including social media, with minors without another authorized adult being included in the communication. Authorized adults should be aware of situations in which actions can be misconstrued or manipulated by others (for example, being alone with the last child to leave a class); conduct all dealings with children in a public environment as much as possible, in order that all behavior can be readily observed.
 - b. Enter a minor's room, bathroom facility, changing area, shower area or similar area without another authorized adult in attendance, consistent with the policy of not having one-on-one contact with minors. Never spend time alone with a child away from others. Minors should use a "buddy system" or otherwise be encouraged to stay together when going to the bathroom, on field trips, or when leaving the classroom area.
 - c. Share sleeping quarters with minors. Separate accommodations for adults and minors are required other than the minors' parents or guardians. Minors should be placed in accommodations that allow for a locked door between themselves and program staff. Program staff should not enter the sleeping quarters of a minor without another authorized adult present.
 - d. Engage in abusive conduct of any kind toward, or in the presence of, a minor.
 - e. Strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner any minor.
 - f. Engage in rough or sexually provocative games, including horseplay.
 - g. Allow any inappropriate touching, including between children.
 - h. Swear, use or respond to sexual innuendo or make sexually suggestive comments.
 - i. Pick up minors from or drop off minors at their homes, other than the driver's child(ren), except as specifically authorized in writing by the minor's parent or legal guardian. Two authorized adults should be in a vehicle with a minor if transportation is needed.
 - j. Use nor provide alcohol or drugs to any minor. Authorized Adults shall not use nor provide prescription drugs or any medication to any minor unless specifically authorized in writing by the parent or legal guardian as being required for the minor's care or the minor's emergency treatment. Participants' medicines may be distributed by program staff, following the conditions outlined in in this document.
 - k. Make sexual material in any form, including printed and electronic, available to minors participating in programs or activities covered by this Policy or assist them in any way in gaining access to such materials.
 - 1. Share a bed or sleeping bag with a minor.
 - m. Shower, bath, or undress with or in the presence of minors.
 - n. Favor one child more than another; do not give gifts to any one child in a program; do not accept expensive gifts from any child in the program.
 - o. Tell children "this is just between the two of us" or use similar language that encourages children to keep secrets from their parent/guardians.

Program Registration

Program sponsoring units shall, prior to the beginning of the university's fiscal year for ongoing programs and activities and at least sixty days prior to the first scheduled date of participation by minors, register the program or activity in which minors are expected to participate with the university's Conference Services department. Information is to be completed by the appropriate program director. For more information about registering a program you may also call 334-244-3562 or email conferences@aum.edu.

Information provided to the Conference Services department shall include, at a minimum:

- The University employee in charge of the program;
- The name and contact information for persons representing third parties who may be offering programs;
- The dates and locations where minors will be participating;
- The general nature of the activities to be undertaken or offered in the program;
- The names of all adults who will be participating directly with minors in the program; and
- The administrative requirements associated with the program, including but not limited to waivers and permission slips to be obtained from the parents/guardians of participating minors and medical emergency forms.

Along with online registration, the sponsoring unit must upload a completed "Policy on Minors Program/Activity Registration Form" (Appendix E) which includes basic event information and requires signature approval from the program/activity director and from the dean, director or department head of the sponsoring unit. If the program/activity meets the criteria as specified below, this form is not required but the program must be registered.

Ongoing activities and programs that involve minors are subject to pre-approval from the Conference Services department providing that: (1) the group of minors is 25 participants or less; (2) the duration of the program or activity is 8 hours or less over the course of 1 day; and (3) all authorized adults involved with the activity or program have completed all training and background checks as required by this policy. Examples would include tours of campus facilities such as the library or museum.

Information provided to the Conference Services department will be submitted to, and reviewed by, the appropriate members of the review committee. The review committee may request additional information from the program director. The Office of Communications and Marketing has oversight of the Conference Services department protocol and will approve the event once all proper information has been submitted and reviewed. Please be prepared to submit additional information as requested. No program involving minors can take place until registered and reviewed.

Any requests for clarification as to whether a particular program or activity is subject to this policy should be sent to Risk Management & Safety. Requests for a waiver to all of, or any portion of, this policy should first be approved by the program director and his or her dean or director. The request should then be uploaded to the Conference Services department website for appropriate review with the review committee. Since all events on campus are required to be registered use the "Policy on Minors Program/Activity Registration Form" (Appendix E), which includes information on requesting an exemption. Risk Management & Safety will review the request with the appropriate members of the review committee and may request additional information or supporting documentation as needed. The review committee will advise the program director in writing as to their decision. When seeking clarification or a waiver of a program or activity; the dates and locations where minors will be participating; the general nature of the activities and program or activity; and the administrative requirements associated with the program or activity, including but not limited to waivers and permission slips to be obtained from the parents/ guardians of participating minors and medical emergency forms.

Appendix A Auburn University at Montgomery Youth Program & Camp Releases and Required Forms

Auburn University at Montgomery Youth Program/Camp General Information Form

GENERAL INFORMATION

Camp Name / Location / Dates _				
Name of Student				
Date of Birth	Grade in Fall	2019T-Shi	rt SizeGend	ler: M F
Parent/Legal Guardian Name				
Street Address				
City		State	Zip	
Home Phone		Work Phone		
Cell Phone		Email		
Emergency Contact #1 Name	Home Phone #	Work Phone #	Cell Phone #	Relation
Emergency Contact #2 Name	Home Phone #	Work Phone #	Cell Phone #	Relation
TRANSPORTATION				
I will arrive in Montgomery on (a Method of Transportation				
I will be traveling from (city) Accompanied by			Relation	
I will depart Montgomery on (dat Method of Transportation			_	
I will be traveling to (city)			Accompanied by	
Please indicate whether you plan (Note: If 'Yes,' keys must be left			YES NO be required.)	
Participant Name Participant Signature		Parent/Guardian Name Parent/Guardian Signa	e	
Date				
A PARENT OR GUARDIAN M	UST SIGN THIS FO	RM FOR A MINOR UN	DER THE AGE OF 19	

Auburn University at Montgomery Youth Program/Camp Informed Consent, Voluntary Waiver, Release of Liability & Assumption of Risks Form

PROGRAM/CAMPINFORMATION

Program/Camp Name:				
Date(s):		Time(s):		
Location:				
PARTICIPANT INFORMATION				
Name of Participant:				
Address:	City:	State:	Zip:	
Phone Number:	Date of Birth:	Gender: M	F	

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED PROGRAM/CAMP.

I, the undersigned, wish for my Child (hereafter "Child") to participate in the above referenced youth program (hereafter "Program") on the date(s) and location(s) indicated above and, in consideration for my Child's participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my Child's participation in the Program there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the youth program may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in the Program. Therefore I, on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the Program.

I, on behalf of my Child, hereby release Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, the Program Staff, and all other officers, directors, employees, volunteers and agents (hereafter "Auburn") from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the Camp. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless Auburn from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child's participation in the Program. I understand that Auburn accepts no responsibility for my Child's personal property.

In the event of an accident or serious illness, I hereby authorize representatives of Auburn to obtain medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify Auburn from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Program.

This RELEASE shall be governed by and construed under the laws of Alabama. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my Child's participation in any part of the Program, shall be brought only in Lee County, Alabama.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

Participant Name_____ Parent/Guardian Name _____

Participant Signature_____

Date

____Parent/Guardian Signature _____ Date

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19

Auburn University at Montgomery Youth Program/Camp Media, Photo & Video Release Form

PROGRAM INFORMATION

Program/Camp Name:_____ Date(s):______

Date(s): Location: _Time(s):

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT.

In consideration for my child's participation in the above captioned event, I, the undersigned parent/guardian of the minor child indicated below, hereby grant to Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents ("University") the right to reproduce, use, exhibit, display, broadcast, distribute, exploit, modify, adapt, and create derivative works of photographs, videotaped images or video/audio recordings of my child ("Materials") by incorporating them into publications, catalogues, brochures, books, magazines, photo exhibits, motion picture films, videos, electronic media, web sites, and/or other media, or commercial, informational, educational, advertising, or promotional materials or publications related thereto ("Works"). It is agreed that the Works will be used in connection with University business, the activities of the University, or for promoting, publicizing or explaining University activities or events.

Materials may appear in any of the wide variety of formats and media now available to the University and that may be available in the future, including but not limited to print, broadcast, videotape, CD-ROM and electronic/online media.

I waive my right to inspect or approve any Works that may be created by the University using the Materials and waive any claim with respect to the eventual use to which Materials may be applied.

I understand and agree that the University is and shall be the exclusive owner of all right, title, and interest, including copyright, in the Works, and any commercial, informational, educational, advertising, or promotional materials containing the Materials. All electronic or non-electronic negatives, positives, and prints are owned by the University. I also understand that neither I nor my child will receive compensation in connection with the use of my child's image.

I, on behalf of my child, furthermore release, indemnify and hold harmless University from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my child may suffer, for which my child may be liable to any other person, or that may or does arise out of the use of the Materials.

This RELEASE contains the entire agreement between the parties and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample to read this document and I understand and agree to all of its terms and conditions. I acknowledge that I am signing this document freely and voluntarily. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and assigns.

SIGNATURE AND COMPLETE INFORMATION IS REQUIRED:

Parent/Guardian Name:			
Minor Child's Name:			
Parent/Guardian Signature:		Date:	
Address:	City:	State:Zip:	
Phone Number:			

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Auburn University at Montgomery Youth Program/Camp Medical Information and Release Form

PROGRAM/CAMPINFORMATION

Program/Camp Name:		(hereafter "Program")
Date(s):	_Time(s):	

Location:

As a student, parent or guardian I understand that the information requested on this form is intended to help inform program staff of any pre-existing medical conditions. If Participant has a pre-existing medical condition, participation in any strenuous activities or recreational time may not be recommended. *This information will be kept in strict confidence and will only be shared with your permission.* Auburn University at Montgomery requests the information below so that, in case of emergency, we will have accurate information so that we can provide and/or seek appropriate treatment for Participant. You are accountable for providing an accurate medical history. Final determination about whether to participate is the responsibility of you and your physician. If Participant has any medical issue that is not requested below, but which you think is important, please include that information. It is recommended that you consult with a physician prior to participating in this Program. If you are uncertain about any preexisting medical conditions, it is your responsibility to consult with your own physician prior to participating in this Program. If see answer all of the questions. If you answer yes to any of the following questions, please explain as indicated. Use back and/or additional paper if needed.

I understand that Auburn University does not offer any form of insurance for participant while participating in Program.

PART 1. GENERAL INFORMATION

Participant Name				(hereafter "Participant")
Parent/Legal Guardian Name (if applic	able)			
Street Address	City		State	Zip
Home Phone		Work Phone		
Date of Birth / /		Gender M	F	
Please list two emergency contacts:				
Emergency Contact #1 Name	Home Phone #	Work Phone #	Cell Phone	# Relation
Emergency Contact #2 Name	Home Phone #	Work Phone #	Cell Phone	# Relation

PART 2. MEDICAL INFORMATION

It is recommended that Participant consult with your physician prior to participating in this Program. If you are uncertain about any preexisting medical conditions, *it is your responsibility to consult with your own physician* prior to participating in this Program. Please answer all of the questions. If you answer yes to any of the following questions, please explain as indicated. Use back and/or additional paper if needed.

Physician's Name		Phone Number		
Date of most recent tetanus toxoid immunization				
Do you have health/accident insurance? (circle one):	YES	NO		

If yes, please indicate policy number, name and address of insurance company.

Company Name / Address	_Policy #		
PLEASE ENCLOSE A COPY OF THE FRONT AND BACK OF YOUR INSURAN	CE CARD WITH THIS FORM		
For the following, circle appropriate response and explain as appropriate: Does participant have any limiting medical conditions that you or your doctor feel would l If yes, identify and explain:	imit camp participation? Y	YES	NO
Is participant currently taking medication that may interfere with ability to safely participal If yes, please indicate the medication and the condition being treated:	ite in Program?	YES	NO
Does participant have a history of allergies or reactions to medications, insect stings, or pla If yes, please explain:	ants? Y	YES	NO
Does participant have a history of, or currently suffer from, medical condition(s) with which If yes, please explain:	ch we need to be aware?	YES	NO

PART 3: AUTHORIZATION FOR MEDICAL CARE

Unless prior arrangements have been made, medical needs will be handled through the Baptist East Medical Center. In cases where medical attention is necessary, parents will be contacted for approval when possible. However, before medical treatment can be provided, we are required to have a medical release signed by the parent/guardian. The hospital will not perform services unless this form is presented at the time of treatment.

Participant has my permission to receive medical attention in the event of illness or medical emergency while participating in this Program. I will assume the financial responsibility for any cost of health care for my child that may occur during this Program.

As a participant, parent, or guardian I understand and acknowledge that my failure to disclose relevant information may result in harm to Participant and/or others during this Program. By signing my name I represent and warrant that I have provided all materials and important information to Auburn University at Montgomery pertaining to my Participant's medical, mental and physical condition and that it is accurate and complete. I agree to notify Auburn University at Montgomery of any changes in my mental, physical or medical condition prior Participant's scheduled Program.

By revealing or disclosing the above medical information it will <u>not</u> be used by Auburn University at Montgomery personnel or employees to determine Participant's ability to participate safely in activities. I understand that, if Participant chooses to participate in activities, he/she do so voluntarily and of his/her own accord and the final decision regarding participation is solely the responsibility of myself and Participant.

Participant Name	Parent/Guardian Name
Participant Signature	Parent/Guardian Signature
Date	Date

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19

Auburn University at Montgomery Youth Program/Camp Parent/Guardian Authorization, Waiver and Consent for Self-Administration of Prescription Medication Form

PROGRAM/CAMPINFORMATION Program/Camp Name:_____ (hereafter "Program") _____Time(s): _____Location: _____ Date(s): PARTICIPANT INFORMATION Participant Name: _____ (hereafter "Participant")

Parent/Legal Guardian Name (if applicable):

This form must be completed fully in order for participants to self-administer required medication. A new medication administration form must be completed for each Program attended by the participant, for each medication, and each time there is a change in dosage or time of administration of a medication. Self-medication requires licensed health care authorization and signature, and parent signature.

_____No, my child does not need to take any prescription medication while at the Program.

_____Yes, my child will need to take prescription medication while at the Program.

All prescription medications, including medications for conditions such as food, drug or insect allergies; diabetes; asthma; or epilepsy may be brought to the Program under the condition that the participant can self-manage care and delivery of medication with written authorization to do so at camp by a licensed health care provider. Prescription medication must be in its original container labeled by the pharmacist or prescriber. Label must include the name, address and phone number for pharmacist or prescriber. Containers must hold only the amount required for the time the participant will be attending the Program.

PRESCRIBER AUTHORIZATION FOR SELF-ADMINISTRAT	CION OF PRESCRIPTION MEDICATION
Medication Name:	_Dose:
Condition for which medication is being administered:	
Specific Directions (e.g., on empty stomach/with water, etc.):	
Time/frequency of administration:	
If PRN, frequency:	
If PRN, for what symptoms:	
Relevant side effects:	
Medication shall be administered from (date)	
Special Storage Requirements:	
Is the participant capable of self-managed care? YES NO	
Prescriber's Name/Title:	Prescriber's Place of Employment:
Telephone:Fax:	
I hereby affirm that this individual has been instructed in the proper se	elf-administration of the prescribed medication(s).
Prescriber's Signature:	Date:

I authorize and recommend self-medication by my child for the above medication. I also affirm that he/she has been instructed in the proper self-administration of the prescribed medication by his/her attending physician. I shall indemnify and hold harmless the Program Staff, Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents against any claims that may arise relating to my child's self-administration of prescribed medication(s). I/We have legal authority to consent to medical treatment for the participant named above, including the administration of medication at the above referenced Program.

Parent/Guardian Name_____

Parent/Guardian Signature______Date _____

Auburn University at Montgomery Youth Program/Camp Parent/Guardian Authorization, Waiver and Consent for Over-the-Counter Medication Form

PROCRAM/CAMPINEORMATION

Program/Camp Name:			(hereafter "Program")
Date(s):	Time(s):	Location:	
PARTICIPANT INFORMATI	ON		
Participant Name:			(hereafter "Participant")
Parent/Legal Guardian Name	(if applicable):		
guardian. Please complete the f	cation may at times need to be add ollowing section to save time if yo authorization, we cannot administ	our child needs any of these OT	v 1 1 1
I hereby authorize that the fol checked.	lowing medications may be given	to Participant if the need arise	es. You may dispense only those
Tylenol/Acetaminophe Ibuprofen as directed. Throat lozenges and or Micatin or anti-fungus Kaopectate or Imodium Milk of Magnesia, Pep Rolaids or Tums for ac Benadryl for swelling, Actifed or Sudafed as of Visine or other eye dro Medicated lip ointmen Swimmer's ear drops a Hydrocortisone ointme Medicated powder for Robitussin or other cou Calamine lotion for bu Sunscreen Bug repellent Other (list any other ap	r spray as directed for sore throat. treatment as directed for athlete's fo a for diarrhea as directed. to Bismol or Mylanta for upset stom id reflux, heartburn or indigestion as hives, allergic reaction, as directed. lirected for nasal congestion or allerg ps for minor eye irritation. t for dry, chapped lips, lip blisters or as directed. Int as directed for mild skin irritation skin irritation as directed. agh syrup as directed. g bites and poison ivy.	bot. hach or nausea as directed. s directed. gy relief per instructions. • canker sores as directed. hs, poison ivy, and insect bites.	
above.	t to use generic equivalents when	available for the name brand o	ver-the-counter medications lister

I understand that such administration will not be done under the supervision of medical personnel. I also agree that any first aid treatment may be given as needed.

Any condition which is associated with fever, significant inflammation, and/or does not respond to the above outlined treatment will be followed-up by a consultation with the student's parents. Parent/guardian will be contacted if any conditions develop requiring treatment with any of the above over-the-counter medications that are not checked.

I understand that these over-the-counter medications are not necessarily kept on hand and available to be administered immediately.

I authorize the administration of over-the-counter medications to my child as indicated above. I shall indemnify and hold harmless the Program Staff. Auburn University, its Board of Trustees, Administration, Faculty, Staff, Student Leaders, and all other officers, directors, employees and agents against any claims that may arise relating to my child being administered the above indicated overthe-counter medications. I/We have legal authority to consent to medical treatment for the student named above, including the administration of medication at the above referenced program.

Parent/Guardian Name_____

Parent/Guardian Signature_____Date____

Appendix B Auburn University at Montgomery Youth Program/Camp Rules and Disciplinary Procedures

Auburn University at Montgomery Youth Program/Camp Rules and Disciplinary Procedures

Rules Participants and Parents Need to Know:

- a. Participants are not allowed to drive or ride in personal vehicles during the dates of the Program unless they receive specific permission to do so from the Program Director. While we understand that some participants will drive to the campus, our policy is that they must turn their car keys in to the Program Director for the duration of the workshop. Any vehicles parked on campus must have a University Parking Permit. Parking permits will be issued during on-site registration, and clear instructions will be given as to where parking is authorized. It will be the responsibility of the participant to secure a permit, properly place the permit in the vehicle, park the vehicle in an authorized space, and turn the keys in to the Program Director for safekeeping during the program. Neither Auburn University at Montgomery, nor the program staff, will be responsible for damage to vehicles or for any parking tickets, fines, or towing charges that result from violations.
- b. Participants are to remain on campus for the duration of the program unless program activities require otherwise. If a participant needs to leave campus for some reason, Program Directors must receive prior written permission from the parent or guardian, and grant specific permission.
- c. Campus regulations prohibit the use of alcohol and other illegal substances. Participants may not possess, use, distribute, or sell alcoholic beverages, drugs, firearms, weapons or fireworks. Exceptions for firearms can be made for approved events.
- d. Coed visitation in the residence halls is permitted in the first floor lobby area only. The only people permitted in rooms are staff, members of the participant's immediate family, the participant's roommate and other participants of the same gender residing in that residence hall.
- e. Participants must attend all workshops, classes, and planned social or recreational activities. Full participation is the only way a participant can gain real value from the Program.
- f. Participants will abide by nightly curfews and "Lights Out" announcements from the Program Director or Program Counselors. Participants must be in their OWN room at lights out and remain there until morning. Any use of cell phones or other electronic devices is prohibited after 'Lights Out.'
- g. Participants must never misuse internet privileges. Attempting to access unauthorized sites is strictly prohibited.
- h. Participants must abide by rules and guidelines set by the instructors for each academic facility in use.
- i. In accordance with state law, smoking is prohibited by anyone under the age of 19. Smoking is not permitted in any buildings on the Auburn University at Montgomery Campus.
- j. Any individual found tampering with any fire equipment (i.e. fire extinguishers, fire alarms, smoke detectors, etc.) will be dismissed from the Program immediately. Participants may not interfere with any security system or tamper with locks in participant rooms and other areas.
- k. All furniture must remain unchanged and kept in place.
- 1. Vandalism and pranks will not be permitted. Any damages caused in rooms or common areas will be charged to the responsible party. Replacement cost will be charged to anyone who removes or damages University property.
- m. Participants should keep their rooms locked at all times even if leaving the room for only a few minutes. Neither Auburn University at Montgomery, nor the camp staff, is responsible for lost or stolen items. A participant should take room key

when leaving room. Those who lose a key must pay for a replacement. Leave excess money and valuables at home. Valuables, including jewelry, iPods, cell phones, radios, cd players, etc., may be brought to the Program, but only at participant's own risk.

Disciplinary Procedures:

Each participant has a reasonable expectation to enjoy a positive program experience. Therefore, the misbehavior of one participant, or a group of participants, should not be permitted to impact negatively on the program experience of others. Most programs are short in duration, so prompt action is required when problems occur. Parents and participants should be aware of the disciplinary policy.

First Offense: Participants failing to adhere to program rules, or exhibiting behavior clearly intended to annoy or endanger other participants, will be formally warned by a Program Counselor and informed that subsequent misbehavior will result in formal counseling by the Program Director.

Second Offense: Subsequent misconduct will result in counseling by the Program Director and a warning that further misconduct will result in removal from Program. At this point, the Program Director will contact the parent or guardian to advise him/her of the situation and the possible need for picking the child up from camp if there is further misconduct.

Third Offense: Any further inappropriate behavior will result in counseling by the Campus Sponsor of the Program and expulsion from Program.

NOTE: AUBURN UNIVERSITY AT MONTGOMERY EXPECTS EACH PARTICIPANT TO HAVE A SUCCESSFUL PROGRAM EXPERIENCE. ANY OF THE STEPS OUTLINED ABOVE MAY BE OMITTED OR REPEATED AT THE DISCRETION OF PROGRAM STAFF. PARTICIPANTS DISMISSED FROM PROGRAM FOR DISCIPLINARY REASONS WILL NOT RECEIVE A REFUND OF ANY FEES PAID TO ATTEND PROGRAM.

It should be understood this procedure is intended to provide a reasonable and consistent method for dealing with the type of behavior that can be disruptive to a program, but is not so egregious as to warrant immediate dismissal from the program. It in no way precludes immediate dismissal from the program for more serious disciplinary problems or violations of campus or program regulations. A serious disciplinary problem is defined as one in which the program staff determines that a child is engaging in inappropriate behavior that includes, but is not limited to the following: actions which put the participant, other participants, or program staff member's safety in jeopardy; physical, emotional, or electronic harassment/harm against self, program staff or fellow program participants; inflicting physical or emotional harm on self or others, vandalism or destruction of University property; theft of University property or the property of another participant; consistently disrupting the program; possession of alcohol, drugs, or weapons; fighting; sexual harassment; or behavior that is serious enough to warrant a third offense.

Parent and Student Pledge:

I/we understand the disciplinary procedures described above. I/we understand failure to demonstrate proper conduct during camp may result in early dismissal from the program without any refund of fees paid to attend. We pledge to abide by all program rules and to exercise good behavior and proper respect for others. Participant Name_____ Parent/Guardian Name

Participant Signature _____

Date

Parent/Guardian Signature _____

Date

Appendix C Auburn University at Montgomery Youth Program & Camp Independent Contractor Insurance Requirements

AUBURN UNIVERSITY at MONTGOMERY INDEPENDENT CONTRACTOR INSURANCE REQUIREMENTS THIRD PARTY OPERATORS OF AUBURN UNIVERSITY CAMPS

CONTRACTOR'S INSURANCE

The contractor shall, at its own expense, procure and maintain, without interruption during the entire term of this contract, insurance of the kinds and limits listed hereunder. Insurance Services Office, Inc. (ISO), or industry equivalent, Certificates of Insurance and Additional Insured Endorsements issued by the contractor's insurance carrier shall be furnished to Auburn University at Montgomery before beginning work and **shall name Auburn University, its Board of Trustees, Employees, and Agents as Additional Insureds** on the General Liability, Automobile Liability and Umbrella Liability policies. The insurance coverages required under this contract are minimum insurance limits required and are not intended to limit the responsibility or liability of the Contractor. If any subcontractor is used to fulfill this contract, they or the Contractor on their behalf, shall carry the same coverages and limits of insurance outlined herein. It shall be the Contractor's responsibility to ensure compliance of this requirement.

Workers' Compensation and Employers' Liability Insurance

- a) Workers' Compensation insurance shall be written in accordance with statutory coverage required by the State of Alabama. A self-insurer must provide a certificate issued by the Alabama Department of Labor stating the contractor is qualified to pay its worker's compensation claims.
- b) Employer's Liability Insurance shall be written with minimum limits of:
 - 1. Bodily Injury by Accident \$1,000,000 each accident
 - 2. Bodily Injury by Disease \$1,000,000 each employee

Commercial General Liability Insurance

Commercial General Liability Insurance shall be written on an occurrence form and shall provide at minimum the following limits:

Each Occurrence	\$1,000,000
General Aggregate (Per Project)	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Contractual Liability	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Rented Premises	\$100,000

In Addition the:

- The policy must provide coverage for Sexual Misconduct/Abuse/Molestation
- Policy shall be endorsed to be Primary and Non-Contributory to any insurance held by Auburn University.

Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance shall be written to include coverage for bodily injury and property damage arising from ownership, maintenance or use of any and all owned, non-owned, leased, and hired automobiles.

Minimum limit \$1,000,000 Combined Single Limit.

Commercial Umbrella/Excess Liability Insurance

The Commercial General Liability and Commercial Automobile Liability limits specified above maybe satisfied though a combination of primary and umbrella/excess liability policies written on a follow form.

POLICY PROVIDERS

All insurance coverage shall be issued by an insurer licensed as an admitted insurer or authorized by the Alabama Commissioner of Insurance as a surplus lines insurer. The insurance company must have a minimum current *A.M. Best's* rating of A-, Class V.

NOTIFICATION ENDORSEMENT

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be canceled, materially changed, allowed to lapse, or allowed to expire until Auburn University at Montgomery has received thirty (30) days of written notice. Renewal certificates shall be sent to Auburn University at Montgomery within five (5) days following the renewal or any expiration date of coverage.

DEDUCTIBLES

A contractor may elect to secure an insurance program with a deductible or self-insured retention (SIR) of up to \$25,000 without prior approval from the University. Any deductible or SIR larger than \$25,000 must be approved by the University. Contractor may be required to furnish audited financial statements to determine the contractor's financial ability to absorb the obligation of a deductible or SIR without material impact on the solvency of the contractor.

IMPAIRMENT OF LIABILITY

In the event the insurance program required by Auburn University at Montgomery were to have any pending claim(s), which may limit or exhaust any aggregate limits by more than 20%, Auburn University at Montgomery shall be notified within thirty (30) days. Auburn University at Montgomery may require additional insurance or reinstatement of the limits of liability as necessary to protect the financial interest of the University.

DUTY TO PROVIDE COPIES OF INSURANCE POLICIES

Auburn University at Montgomery shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification or particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties or to underwriting on such policies.

NOTICE OF INCIDENT

Contractor shall inform Auburn University Risk Management and Safety of all incidents and/or accidents that occur on AUM premises or that might otherwise give rise to a claim against AUM and shall be responsible for providing appropriate written notification. Such notification shall be provided as soon as reasonably possible but will not exceed twenty four (24) hours after contractor is aware of the incident/accident.

INDEMNITY PROVISIONS

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Auburn University, its Board of Trustees, Faculty, Staff, and Agents from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, related to, or resulting from performance of services under this contract, regardless of whether such claim, damage, loss or expense is caused in part, or is alleged but not legally established to have been caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

Appendix D Auburn University at Montgomery Child Protection and Reporting of Child Abuse Policy

Auburn University at Montgomery Child Protection and Reporting of Child Abuse Policy

Policy Statement

Auburn University at Montgomery is committed to maintaining a supportive and safe educational environment, one which seeks to enhance the well-being of all members of its community. This commitment reflects the university's adherence to its mission, to its various policies supporting its mission, and to relevant state and federal laws. Within that commitment, the university places importance on creating a secure environment for children. To that end, the university has adopted the following Child Protection and Reporting of Child Abuse Policy and procedures on mandated reporting requirements, per the university and Alabama law.

In order to ensure the safety and well-being of children, individuals, including university faculty, staff, students, volunteers, and representatives as well as third-party vendors and their employees, representatives, or volunteers that contract for use of university facilities, with responsibilities that involve interaction with children (collectively "university personnel"), must carefully review and abide by the following policy regarding child protection and the reporting of child abuse.

Authority

Code of Alabama Title 26, Chapter 14, Section 14 ("Reporting of Child Abuse or Neglect") provides the authority for this policy.

Definitions

Child abuse

Harm or threatened harm to a child's health or welfare. Harm or threatened harm to a child's health or welfare can occur through nonaccidental physical or mental injury, sexual abuse or attempted sexual abuse, or sexual exploitation or attempted sexual exploitation. "Sexual abuse" includes the employment, use, persuasion, inducement, enticement, or coercion of any child to engage in, or having a child assist any other person to engage in, any sexually explicit conduct or any simulation of the conduct for the purpose of producing any visual depiction of the conduct; or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children as those acts are defined by Alabama law. "Sexual exploitation" includes allowing, permitting, or encouraging a child to engage in prostitution and allowing, permitting, encouraging, or engaging in the obscene or pornographic photographing, filming, or depicting of a child for commercial purposes (Code of Ala. §26-14-1).

Neglect

Negligent treatment or maltreatment of a child, including the failure to provide adequate food, medical treatment, supervision, clothing, or shelter. (Code of Ala. §26-14-1).

Child

A person under the age of 18 years. (Code of Ala. §26-14-1).

Duly Constituted Authority

The chief of police of a municipality or municipality and county; or the sheriff, if the observation of child abuse or neglect is made in an unincorporated territory; or the Department of Human Resources; or any person, organization, corporation, group, or agency authorized and designated by the Department of Human Resources to receive reports of child abuse and neglect; provided, that a "duly constituted authority" shall not include an agency involved in the acts or omissions of the reported child abuse or neglect (Code of Ala. §26-14-1).

Policy Principles

Alabama law requires certain individuals to report child abuse, whenever they have reasonable suspicion. However, ANY person may report child abuse if they have reasonable suspicion that a child has been abused.

With very limited exception, Alabama law (Code of Ala. §26-14-1 et seq.) makes the reporting of known or suspected child abuse or neglect *mandatory* for hospitals, clinics, medical professionals, teachers, school officials, law enforcement officials, social workers, daycare workers, mental health professionals, members of the clergy, and any other person called upon to render aid or medical assistance to a child.

It is the university's position that, in addition to the mandated statutory reporting requirements for certain individuals and entities, all university personnel and volunteers who have a reasonable cause to suspect that a child is being abused or neglected must immediately make a report. Neither Alabama law nor any university policy allows you to delegate the duty to report child abuse or neglect.

Policy Procedures

Reporting Child Abuse or Suspected Child Abuse

If you know or suspect that a child is a victim of child abuse or neglect, you must act. In deciding whether or not to report an incident or situation of suspected child abuse or neglect, it is not required that the university personnel have proof that abuse has occurred. Any uncertainty in deciding to report suspected abuse must be resolved in favor of making a report.

In making a report, your actions should be as follows:

First, immediately report the information to local law enforcement authorities. If a child is in imminent danger, the reporting party must contact the AUM Police Department at 334-244-3424 if the child is at an AUM facility or, if off-campus contact law enforcement at 911 to obtain immediate protection for the child.

To report child abuse or suspected child abuse or neglect and the child in NOT in imminent danger, the reporting party must contact the AUM Police Department at 334-244-3424 if the child is at an AUM facility or, if off-campus contact the Montgomery Police Department at their non-emergency number 334-241-2651.

When contacting local law enforcement you should include all available information regarding the known or suspected abuse or neglect, including, but not limited to, the name of the child, his whereabouts, the names and addresses of the parents, guardian, or caretaker and the character and extent of the injuries. The report should also contain, if known, any evidence of previous injuries to said child and any other pertinent information that might establish the cause of such injury or injuries, and the identity of the person or persons responsible for the same.

Do not delay making a report in order to gather evidence; the law enforcement agency to whom you make the report will determine whether such an investigation is warranted. It is acceptable to quickly collect additional information that is readily available (such as talking to coworkers who also interact with that child) or to verify that the information learned meets criteria for reporting, but this must be done very promptly. It is better to report without all relevant information than to delay a report to collect information.

Second, do not directly question or solicit information from the child or from the person suspected of improper behavior. That is not your role; the role of investigation lies with city, county, and state officials.

Third, in addition to making a report with local law enforcement, within 24 hours after making the foregoing report, an employee shall report the information to his/her immediate supervisor and to Auburn University at Montgomery's Director of Police Operations. It shall be the responsibility of the Director of Police Operations to notify University officials of the suspected child abuse and to coordinate the investigation with local law enforcement. University officials include, at a minimum, the Chancellor, Vice Chancellor for Student Affairs, and Provost. It shall be the responsibility of the University Chancellor to notify the Board of Trustees of the incident.

Further, it shall be the responsibility of the Director of Police Operations to either report the incident to the State of Alabama Department of Human Resources or to ensure that the local law enforcement agency has made the report. The Director of Police Operations shall advise the reporting party that such report has been made. Finally, the Director of Police Operations shall be responsible for maintaining all records and reports related to the incident and to brief University officials as needed.

Liability

As per Alabama law, any person or institution participating in good faith in the making of a report or testifying in any proceeding arising out of an instance of suspected child abuse shall have immunity from any liability, civil or criminal, that might otherwise result by reason of such actions (Code of Ala. §26-14-9).

As per Alabama law, any person who knowingly fails to make the report shall be guilty of a misdemeanor and shall be punished by a sentence of not more than six months' imprisonment or a fine of not more than \$500.00 (Code of Ala. §26-14-13).

Any university personnel who makes a good faith report of child abuse may not be subjected to retaliation in employment with the university.

Compliance

Any university personnel who willfully fails to report a case of suspected child abuse is subject to disciplinary action, up to and including, dismissal.

Appendix E Policy on Minors Program/Activity Registration Form

Policy on Minors Program/Activity Registration Form

This form must be scanned and uploaded to the Conference Services Website when registering your event. Failure to submit this form with registration will result in denial of your event. Your event may be tentatively accepted pending completion of full online registration.

Please be advised that the program/activity and all program staff must be in compliance with the Auburn University at Montgomery "Policy on Minors Involved in University-Sponsored Programs or Programs Held at the University and/or Housed in University Facilities."

Name of Program/Activity:			
Sponsoring AUM Unit:			
Director of Program/			
Activity: AUM Department:			
Address:	Phone:		
Email:	-		
This is an ongoing program with 25 or fewer participants adults supervising all activities.	of 8 hours or less du	ation with at	least 2 authorized
Dean/Director/Department Head Name:			
AUM Department:			
Address:			
Email:	-		
Description and nature of the program/activity involving minors:			
Dates of activity/program:			
How will the minors participate in the program/activity?:			
Does the program/activity involve overnight stay in university he	ousing?	YES	NO
Has all program staff been background checked?		YES	NO
Has all program staff completed university required training?		YES	NO
Are you requesting an exemption to the Policy on Minors?		YES	NO
If you requesting on exemption please explain in detail why this of the Policy on Minors:	program/or activity s	hould be exe	empted from all or part

 Signature of program/activity director:
 Date:

 Signature of sponsoring unit department head or dean:
 Date: