

# DALTON STATE COLLEGE POLICY

## PROTECTION of MINORS on CAMPUS

6/21/2021

### POLICY

Dalton State College is dedicated to the welfare and safety of Minors who participate in Dalton State's Programs or who are entrusted to Dalton State's care. To promote the protection of Minors, this policy:

- 1) describes the requirements of administrators, faculty, staff, students, volunteers and others who interact with Minors and
- 2) informs all members of the College community of their obligation to report any instances of known or suspected abuse or neglect of Minors.

### PROCEDURE

#### I. DEFINITIONS

- A. Minor is a person under the age of eighteen (18).
- B. Child Abuse exists when there is endangerment of a Minor's physical or mental health due to injury by act or omission, including acts of sexual abuse. For more information on child abuse and child neglect, see Appendix A.
- C. Program includes, but is not limited to: a planned and/or regular event that includes minors such as a camp, laboratory experience or internship, club, workshop, project, lesson, team, practice, or campus tour. Dalton State students who are formally enrolled at the college and are under the age of eighteen (18) and/or the employment of persons under the age of eighteen (18) do not constitute Programs covered by this Policy.
- D. Program Director is the individual who manages or coordinates the Program.

#### II. SCOPE

- A. **Minors Participating in a Dalton State Program**  
Regardless of their physical locations, Dalton State College Programs, including but not limited to: a planned and/or regular event that includes minors such as a camp, laboratory experience or internship, club, workshop, project, lesson, team practice, or campus tour- fall within the scope of this policy. All Dalton State Programs that involve Minors, whether they are limited to daily activities or involve the housing of Minors in residence halls, fall within the scope of this policy.
- B. **Minors Participating in a Third Party Program on Dalton State's Campus**  
Third party and external organizations, i.e. scouting, sport's camps, etc., that provide programs that involve minors on Dalton State's campus fall within the scope of this policy. All Programs that involve minors on Dalton State's campus, whether they are limited to daily activities or involve the housing of Minors in residence halls, fall within the scope of this policy.
- C. **Minors Not Participating in a Dalton State or a Third Party Program**  
Dalton State is not a proper environment for Minors unless they are registered in a Program planned for minors and adequately supervised by adults who have the appropriate training and credentials. Accordingly,
  - Dalton State students who have a Minor relative, friend or other guest visit them on campus

are limited to a stay of three consecutive nights per week in housing and no more than nine nights per month.

- All overnight guests must be at least 16 years of age and register at the front desk of Mashburn Hall. The student must provide documentation that the Minor's parent or guardian approves the visit.
  - Dalton State students may not babysit Minors in campus housing. This prohibition applies even if the student is not being paid for babysitting.
  - Dalton State's policy prohibits minors on campus and in the work place unless they are enrolled in a program.
- D. **Exceptions to Activities that Involve Minors**  
This policy and its requirements (program registration, execute written agreement, background checks, training) do not apply to:
- Single performances or events open to the general public not targeted toward children.
  - Social functions that may be attended by Minors who are accompanied by their parents/guardians.

### III. PROCESS

#### A. **Program Registration**

The Program Director or Director's designee of the Dalton State or the third party Program shall register the Program with the Office of Public Safety with sufficient advance notice to meet the requirements and intentions of this policy (2-3 weeks recommended)

The following important considerations must be addressed by the Program Director prior to approval and registration of the program:

- Training requirements,
- Proper screening and background checks of staff and volunteers,
- Supervision ratios,
- Safety and security planning,
- Response protocols for injury, illness, participant misconduct, and staff misconduct,
- Transportation needs,
- Housing needs,
- Participation requirement forms,
- Licensing requirements of state and federal agencies

#### B. **Execute Written Agreement(s)**

Before a third party/non-USG group is authorized to operate programs involving minors in any USG facility, the following requirements will be met:

- Facilities use agreement must be completed, identifying whether minors are involved
- Signing the Facilities Use Agreement certifies that background investigations and training have been performed for all program staff that complies with USG requirements.
- Provide appropriate insurance coverage and other requirements

## C. Background Checks

### WHO MUST HAVE A BACKGROUND CHECK

A successful background check shall be required of each adult prior to his or her interaction or participation with minors in programs covered by this policy. This includes but is not limited to third party or non- Dalton State personnel who work with, instruct, or otherwise engage with Minors on Dalton State's campus, as well as Dalton State administrators, faculty, staff, students, and volunteers who work with, instruct, or otherwise engage with Minors.

All authorized adults or program staff who work with minors in programs that are USG sponsored and/or hosted in USG facilities must adhere to the following policies regarding background investigations:

- 1) Human Resources Administrative Practice Manual (HRAP) Employment: Background Investigations
  - 2) Human Resources Administrative Practice Manual (HRAP) Employment: General Criteria for Employment
- Link to policies: [www.usg.edu/hr/manual](http://www.usg.edu/hr/manual)

Any part-time, student or temporary employees and volunteers with primary responsibilities involving the direct interaction or care of children under the age of 18. Anyone working with minors **MUST** undergo a background investigation **BEFORE** working with them. The background investigation shall include, at a minimum, the following:

- A state and federal criminal history check covering a minimum of seven (7) years. Dalton State College may require state and federal criminal history check covering more than the minimum of seven (7) years for specified positions of trust;
- A nationwide sex offender search;
- A social security number check;
- For all professional, faculty and academic positions, an academic credentials check; and
- For all positions with access to or responsibility for money and/or a Purchase Card, a credit check.

### HOW OFTEN MUST AN ADULT HAVE A BACKGROUND INVESTIGATION

The USG Human Resources Manual provides requirements related to the frequency of occurrence for background investigations (beyond the initial occurrence),

- All authorized adults or program staff **are required** to submit to an **initial** criminal background investigation
- Returning authorized adults or program staff should be required to submit to a criminal background investigation **every two (2) years**, at a minimum
- Criminal background investigations must be completed and evaluated **before** the authorized adult or program staff may begin interacting with minors.

### DISQUALIFIED ADULTS

Reasons for being disqualified or ineligible to participate in a program for minors may be:

- One or more felony convictions,

- One or more convictions of crimes of moral turpitude, Etc.

Disqualified participants must be allowed to provide an explanation of the circumstances of the incident(s). More detailed requirements are contained in the USG Human Resources Manual.

#### **WHO CONDUCTS INVESTIGATIONS**

For institution sponsored programs background investigations MUST be conducted through DSC Human Resources. Third party programs WILL absorb the cost for conducting the required background investigation.

#### **WHO DEFINES BACKGROUND INVESTIGATIONS**

Background checks are defined by the University System of Georgia and must be conducted and the results evaluated prior to the adult beginning to work with, instruct, or otherwise engage with Minors. Individual Programs or units may require more frequent updates. Following the completion of an initial background check, there is an affirmative duty for all faculty and staff to notify Dalton State College of new arrests and the disposition of any outstanding charges within three business days of such occurrences, and to cooperate in providing information necessary to evaluate the circumstances of the arrest and charges. There is also an affirmative duty for faculty and staff to report within three business days any adverse information resulting from subsequent background checks obtained at any practice site and to cooperate in providing information necessary for evaluating the circumstances of the adverse information. Likewise, faculty and staff members have a duty to disclose within three business days any protective orders related to a criminal charge.

#### **RESPONSIBILITY TO ENSURE PARTICIPATING ADULT HAS A BACKGROUND INVESTIGATION**

It is the responsibility of the Program Director or Director's designee of the Program to ensure that each participating adult has submitted the background request information and has subsequently received clearance to participate. The Office of Public Safety will maintain a listing of individuals who have been cleared to participate.

#### **HOW TO STORE BACKGROUND INFORMATION**

Background Investigation reports shall be securely stored separate from the employee's personnel files and must be destroyed in accordance with records retention schedule after five (5) years for successful applicants and three (3) for unsuccessful applicants

#### **WHO MAKES THE DETERMINATION THAT AN ADULT MAY PARTICIPATE**

A decision not to allow an individual to participate in a Program covered by this Policy based on the background check will be made by the Director of Public Safety and the Vice President for Fiscal Affairs, or their designee, with the assistance of the Director of Human Resources. Any decision to deny participation in a program involving minors must be consistent with applicable College policies on the use of background checks.

#### **D. Training**

Dalton State College requires that each adult shall complete training before he or she participates or engages with Minors in a Dalton State Program or a Program that takes place on Dalton State's campus. The training shall be completed annually and will be documented with the adult signing a statement indicating his or her understanding and receipt of Dalton State College policies and procedures.

The training shall include but is not limited to: Dalton State College's policies regarding protections of minors on campus, and at a minimum;

1. Basic warning signs of abuse or neglect of minors,
2. Guidelines for protecting minors from emotional and physical abuse and neglect
3. Requirements and procedures for reporting incidents of suspected abuse or neglect or improper conduct
4. Safety and security procedures
5. Staff code of conduct

#### **E. Planning**

Recommendations for a successful event;

1. Prepare a well-outlined agenda or schedule that is available before the event and have it approved by risk management
2. Provide adequate adult supervision
3. Develop a roster with emergency contact information
4. Have an adult assignment list; who does what, when, and where
5. Ask for medical information for programs that last all day
6. Identify first aid/medical guidelines; contact Public Safety/Risk Management for all medical issues or injuries.
7. Training: Ensure that training is required for not only adults but also staff and volunteers working in Programs Serving Non-Student Minors (p. 5).
8. Planning: An in-person Planning Meeting should take place with all staff and volunteers prior to the start of any program to review the purpose of the camp, each person's responsibilities, safety considerations, emergency procedures, relevant policies and procedures and the Staff and Volunteer Code of Conduct.

### **IV. REPORTING REQUIREMENTS**

Every member of the College community (not limited to individuals who interact with minors) is required by law to report known or suspected instances of the abuse of, neglect of or inappropriate interactions with minors. Members making a report in good faith will be protected from criminal and civil liability for making the report. It is important to understand that every member is required to report any type of suspected abuse, neglect or inadequate care rather than just child sexual abuse.

Any Program Staff or Dalton State employee or volunteer who has reasonable cause to believe that suspected child abuse has occurred, shall immediately report the suspected abuse to the institution's police department and the appropriate supervisor or Program Administrator who is able to take immediate action. The institution must ensure that the Division of Family and Children Services is notified of the suspected abuse immediately and in no case later than 24 hours after the Authorized Adult or Program Staff (or other reporter) first had reasonable cause to suspect the abuse.

Two reports, one external and one internal, must be made:

External Report

Georgia law requires every person to make a report when they suspect sexual or physical abuse or neglect of a minor. Failure to report is a misdemeanor. The required report may be made to the State of Georgia DFCS Child Protective Center at: 1-855-GACHILD / 1-855-422-4453; or to the Dalton State College Public Safety Department at 706-272-4461, a Georgia sheriff's office or police department. If the situation is a life threatening emergency, contact 911.

Internal Report

Every member of the College community has a further obligation to report known or suspected abuse or neglect of a Minor on campus or in a Dalton State program immediately to a Dalton State College Administrator or the Public Safety Department. The preferred method is to immediately contact the Dalton State College Office of Public Safety at 706-272-4461. Alternatively, known or suspected abuse or neglect of a Minor on campus or in a Dalton State program shall be reported to the College Office of Environmental Health, Occupational Safety & Risk Management 706-272-4463.

RELATED/ADDITIONAL FORMS:

- Authorization to Administer Medication Form
- Volunteer Registration Form
- Pick Up Authorization Form
- Medical Information & Authorization Form
- Media Release Form
- Staff & Volunteer Code of Conduct
- Youth Program for Minors Check List
- Participant Conduct Agreement Form
- Background Investigation Consent Form
- Participation Agreement and Waiver Form
- Parent/Guardian Acknowledgment of Exemption
- Minors on Campus Criminal Background Screening Decision Matrix

## ***Appendix A***

### **Identifying Child Abuse**

Different forms of child abuse include physical abuse, neglect, sexual abuse, and emotional abuse. If you suspect any of these, follow the mandatory reporting guidelines in this policy.

#### Physical Abuse:

Physical abuse exists when a person under the age of eighteen (18) is suffering from, has sustained, or may be in immediate danger of suffering from or sustaining a wound, injury, disability, or physical or mental condition caused by brutality, neglect, or other actions or inactions.

Physical abuse may be detected by signs such as:

- Injuries such as burns, marks, and scalds.
- Bruising which is repeated and on parts of the body where accidental injury would be unlikely to occur.
- Untreated injuries.

#### Neglect:

Neglect may be detected by signs such as:

- A Minor failing to attain age-appropriate development. Neglect may be a long term problem, so in addition to awareness of a lack of care, it is important to notice physical and behavioral signs.
- A Minor being left alone and unsupervised.
- A Minor's basic physical needs (food, shelter, clothing) not being met.

#### Sexual Abuse:

Sexual abuse is any sexual act between an adult and a Minor or between two Minors when one exerts power over the other.

Warning signs differ by the age of the Minor. You should be aware of the following possible warning signs:

- Sexual behavior or language that is not appropriate for the child's age.
- Overly compliant behavior.
- Withdrawal or depression.
- Unexplained anger.
- Refusal to be left alone.
- Finding reasons not to go home.
- Finding reasons to avoid being with a specific person that the Minor used to spend time with.
- Self-mutilation.
- Failing grades or a change in school behavior.
- Bed-wetting or bowel-movement accidents in children who have previously outgrown it.

#### Emotional Abuse:

Emotional abuse means an injury to the intellectual or psychological capacity of a child as evidenced by a discernible and substantial impairment in the child's ability to function within the child's normal range of performance and behavior, with due regard to the child's culture.

Emotional abuse includes:

- Persistent lack of love or affection.
- Shouting, taunting, or making negative remarks directed at the Minor.

## Authorization to Administer Medication

**I. Personal/Medication Information** (please print)

Today's Date: \_\_\_/\_\_\_/\_\_\_

Child's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Food/Drug Allergies: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Name of Licensed Prescriber: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Medication: \_\_\_\_\_

Dosage: \_\_\_\_\_

Instructions (route, frequency, duration, take with food, etc.): \_\_\_\_\_

Quantity Received: \_\_\_\_\_

Special Storage Instructions: \_\_\_\_\_

### **I. Authorization for Medical Care**

I hereby authorize the program staff to administer my child the above-listed medication. I understand that medication, whether over-the-counter or prescription, should be kept in original containers. Prescription medication containers should bear the pharmacy label, date of filling, pharmacy name and address, patient name, name of prescribing practitioner, name of prescribed medication, directions for use and cautionary statements, as originally appeared on the container. When no longer needed, medications shall be returned to a parent or guardian whenever possible. If the medication cannot be returned, it shall be destroyed.

By signing this form, I hereby acknowledge that all information is accurate and current, that all pertinent and important medication information is listed on this form, and to the best of my knowledge, my child is capable of participating safely in the program. I acknowledge that my failure to disclose relevant information may result in harm to my child and/or others during this program. I agree to notify the program of any changes in the above information in a timely and reasonable manner.

I hold harmless and agree to indemnify the program and the college, as well as the Board of Regents, from any claims, causes of action, damages, and/or liabilities arising out of or resulting from said medical treatment.

Signature of Parent or Guardian: \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_



## Volunteer Registration Form and Agreement

Volunteer's Name (Please Print): \_\_\_\_\_

Tel. No.: \_\_\_\_\_ Mailing

Address: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ to \_\_\_\_\_

Emergency Contact Name/Tel. No.: \_\_\_\_\_

Sponsoring Department: \_\_\_\_\_

Supervisor of Volunteer: \_\_\_\_\_

Description of Volunteer Duties: \_\_\_\_\_

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Location where Volunteer will perform duties: \_\_\_\_\_

As a Volunteer, I understand and agree to the following:

1. I am volunteering to perform the volunteer duties identified above solely for my personal benefit without promise or expectation of compensation, benefits, academic credit, or future employment from Dalton State College or the College System of Georgia. I acknowledge that, in exchange for my service as a volunteer, I have neither been promised any consideration nor do I expect to receive any consideration, except as indicated in Paragraph 8.
2. I understand that the College and/or I may end my volunteer services at any time without further obligation one to the other, and for any reason, and without advance notice. I understand and agree that as a volunteer, I will not be acting as a College employee or student.
3. I will familiarize myself with and abide by all College policies, including those regarding conduct, confidentiality, safety and welfare. I agree to abide by all applicable rules and regulations of the College and any of the departments or units where I engage in volunteer activities.
4. I agree to perform my volunteer duties under the direction and control of the authorized College official identified above or such other authorized College official as is later designated to supervise my volunteer work.
5. I agree to cooperate with any screening and background checks required by the College prior to my performance of any volunteer duties. *REF: Dalton State Background Investigations Consent Form*
6. I understand that volunteers are not covered by workers' compensation insurance for injuries or illness resulting from their volunteer activities, and are strongly encouraged to obtain their own medical insurance before participating in this structured volunteer program. I understand that the College will not provide me with accident or medical insurance, and is not responsible for any accident or medical expenses that I incur in the course of volunteering.

7. I understand that my participation as a volunteer may involve certain risks that have been explained to me, including, but not limited to, \_\_\_\_\_  
\_\_\_\_\_ and I voluntarily accept these risks.
8. I further understand that during the volunteer period designated above, I agree to serve as a volunteer with Dalton State College by participating in the structured volunteer program organized, controlled, and directed by Dalton State College as described in the description of duties above, which are for the sole purpose of carrying out the functions of Dalton State College. In consideration for my service as a volunteer, Dalton State College agrees that I am a "state officer or employee" solely for the purpose of O.C.G.A. § 50-21-20 et seq. (Georgia Tort Claims Act) as long as I act within the scope of service set forth in this Agreement.
9. If my Volunteer Duties involve assisting with research:
  - A. I understand and agree that federal laws regulating the export of technologies may prohibit assistance by international individuals on certain types of research projects. I understand that all College and other required approvals must be secured prior to conducting research activities and I agree to abide by all policies and procedures governing such activities. If I assist with research funded by a third party sponsor, I agree to abide by the terms of the sponsorship agreement. Further, I agree to be bound by any written nondisclosure or confidential disclosure agreement governing confidential information to which I may have access in the course of my research activities at College.
  - B. I pledge to disclose any intellectual property developed as a result of my research activities at College. If valuable intellectual property is created as a result of the research with which I assist at College, then ownership of such intellectual property shall be determined by College policy and federal law regarding inventorship and authorship.
  - C. I agree not to disclose any confidential information concerning patients, research subjects, unpublished research data, and other confidential information of which I may learn in the course of my volunteer service.
10. My performance of the Volunteer Duties is purely voluntary and I agree to assume all risk associated therewith. I do hereby release, waive, discharge and covenant not to sue Dalton State College, the Board of Regents of the College System of Georgia their members individually and their officers, directors, agents, trustees, board members, employees, volunteers, contractors, representatives, successors, and assigns, individually and in any capacity (collectively, the "College") from all liability, loss, damage, costs, expenses, or claims resulting from or in connection with my volunteer status or duties, including personal injury, death, or damage to property arising out of my volunteer activities. I also agree to indemnify and hold the College harmless from all claims, demands, causes of action, actions, judgments or other liability including reasonable attorneys' fees arising out of, resulting from or in connection with my volunteer status or duties.

Volunteer:

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Head of Sponsoring Department

**PROGRAMS SERVING MINORS  
PICK UP AUTHORIZATION**

**I. Personal Information (please print)**

Today's Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Child's Name: \_\_\_\_\_

Age: \_\_\_\_\_

Parent/Guardian Names: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone(s): \_\_\_\_\_

Work Phone(s): \_\_\_\_\_

**II. Authorized Pick Up**

Please list any individual who is authorized to pick up your child, including yourself. Each authorized person must be at least 16 years of age. The above-named child will not be permitted to leave the program with anyone who is not listed below. Authorized individuals must pick up the child in person and may be requested to show identification to program staff. Children will not be released to persons who fail to provide acceptable identification upon request.

I authorize the following responsible persons to pick up my child from the program (attach additional pages as needed):

<u>Authorized Person</u>	<u>Phone Number</u>	<u>Relationship to Child</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please note that children must be picked up by designated times. If an authorized adult is unable to be reached, program members will contact the local police department as a last resort to take your child home. If you are not at home, your child will be released to the Division of Family and Children Services.

**III. Authorized Dismissal**

My child is at least 16 years of age and will be responsible for his/her own transportation to and from the program. My child may sign himself/herself out at the end of the program activities.

Signature of Parent or Guardian: \_\_\_\_\_

Parent or Guardian Name\*: \_\_\_\_\_

\*Please note that only the enrolling parent will be permitted to complete this form.

## Medical Information Form and Authorization for Medical Care

I. **Basic Personal Information** (please print)

Today's Date: \_\_\_/\_\_\_/\_\_\_

Child's Name: \_\_\_\_\_

Age: \_\_\_\_\_

Local \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ City: \_\_\_\_\_

\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

\_\_\_\_\_ Home Phone Number: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_

II. **Emergency Contact Information**

Person to notify in case of emergency: \_\_\_\_\_ Relationship: \_\_\_\_\_

Contact's Phone Number(s): \_\_\_\_\_

Contact's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Family Physician: \_\_\_\_\_

\_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

Insurance Provider: \_\_\_\_\_ Phone Number: ( ) \_\_\_\_\_

Policy Number: \_\_\_\_\_

(Note: The institution does not offer any form of health, liability, or other types of insurance for participants. Please attach a copy of the front and back of your insurance card with this form.)

III. **Medical Information**

Please list any current medical concerns or medical history we need to know about your child: (Ex. past injuries, current conditions, physical limitations, etc.) \_\_\_\_\_

\_\_\_\_\_

List any allergies your child has (Ex: medications, stings, food, iodine, latex, etc.) \_\_\_\_\_

\_\_\_\_\_

List any medications your child is currently taking, their purpose, dosage, and times taken: \_\_\_\_\_

\_\_\_\_\_

Does your child need any accommodations to safely participate in the program? If yes, please explain. \_\_\_\_\_

**Does your child require any assistance with his or her medications? If so, please explain:**

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**IV. *Authorization for Medical Care***

I understand that my child is voluntarily participating in a Dalton State College program. By signing this form, I hereby acknowledge that all information is accurate and current, that any activity restrictions, allergies, and medications are listed on this form, and to the best of my knowledge, my child is capable of participating safely in the program. I acknowledge that my failure to disclose relevant information may result in harm to my child and/or others during this program. I agree to notify the program of any changes in my child's mental, physical, or medical condition before the program begins.

I understand that Dalton State College does NOT provide medical insurance for my child and that I should consult my child's physician before allowing my child to participate in this program. In the case of accident or illness, I hereby authorize the program staff to administer or seek medical treatment for my child, as they see fit, including routine first aid care or emergency medical treatment. I hold harmless and agree to indemnify the program, Dalton State College, and the Board of Regents from any claims, causes of action, damages, and/or liabilities arising out of or resulting from said medical treatment. I acknowledge that I am solely responsible for any hospital or other costs arising out of any bodily injury or property damage sustained through my child's participation in such voluntary program.

**Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Signature of Parent or Guardian:** \_\_\_\_\_

**Parent or Guardian Name:** \_\_\_\_\_

**Work Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

## Photo and Media Release

\_\_\_\_ Yes, I [Print Name] \_\_\_\_\_, the parent and/or legal guardian of [Print Name] \_\_\_\_\_, the Participant,

hereby give Dalton State College and the Board of Regents of the University System of Georgia, the right and permission to use, reproduce, edit, exhibit, project, display, copyright and/or publish my/my child's images, likeness, and recordings in which I/my child may be included in the whole or in part, developed during participation in the Program/Activity and thereafter, and to circulate the same in all forms and media for any lawful purpose whatsoever. My consent includes, but is not limited to, images, likenesses and recordings that may be deemed to be educational records under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

I understand and agree that my/my child's image, likeness or recording will become part of [the institution's] photograph and/or recording file and that it may be distributed to other organizations or individuals for use in any publications, media, or technology now known of or hereafter developed in the future for any lawful purpose whatsoever without further permission from me. I also understand that I will receive no compensation in connection with the use of my/my child's image.

I hereby waive the right to inspect or approve my/my child's image, likeness or recording or any finished material that incorporates such. I further release, discharge, and agree to waive [the institution] and the Board of Regents of the University System of Georgia, their licensees, successors, legal representatives and assignees from any liability for violation of any personal or proprietary right that I may have in conjunction with said images, likenesses and images and with the use thereof. I further acknowledge and agree that [the institution] and the Board of Regents of the University System of Georgia and its members, their officers, agents, and employees shall not be responsible for any of such image, likeness or recording by any third party accessing it through the internet or any other means.

\_\_\_\_ No, I do not grant permission for my/my child's image, likeness or recording to be used in any form, unless necessary for the administration of the program in which my child is participating.

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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

## YOUTH PROGRAMS FOR MINORS STAFF & VOLUNTEER CODE OF CONDUCT

Dalton State College (DSC) and the University System of Georgia (USG) are committed to the safety and well-being of minors. Authorized staff and volunteers should be positive role models and treat others with respect, courtesy and dignity. Authorized staff and volunteers must abide by all DSC and USG policies and state and federal law.

As an authorized staff or volunteer working in programs for minors, I hereby agree as follows:

- I will maintain appropriate physical boundaries at all times.
- I will immediately report any reasonable suspicion or knowledge of abuse of a minor to the institution police department and the appropriate supervisor or program director who can take immediate action.
- I will not touch or speak to a minor in a sexual or other inappropriate manner.
- If one-on-one interaction is required it will take place in an open, well-illuminated space where I am observable by other volunteers or program staff.
- I will not meet with minors outside of established program locations or outside of established times.
- I will not invite minors to my home or other private location or accept their invitations for the same.
- I will not make sexual comments, tell sexual jokes or allow minors to access sexually explicit materials.
- I will not engage or allow minors to engage me in romantic or sexual conversations.
- I will not engage in private communications with minors to include communications via text messaging, e-mail, phone, internet chat, on-line games or other forms of social media.
- I will not accept or give gifts to minors without the knowledge of their parents or guardians.
- I will not inflict any physical or emotional abuse on minors to include, but not limited to striking, humiliating, ridiculing, or degrading minors.
- I will not use, possess or be under the influence of alcohol or illegal drugs at any time while working with minors.
- I will not provide or knowingly allow minors to possess or consume alcohol, tobacco, or illegal drugs.
- I will not use profanity, vulgarity, or harassing language in the presence of minors at any time.
- I will not provide transportation to minors unless doing so is an acknowledged component of the program. When transporting minors, more than one volunteer or program staff must be present in the vehicle, except when multiple children/teens will be in the vehicle at all times through the transportation.

My signature confirms that I have read and understand this Code of Conduct. My signature further confirms that I agree to abide by this Code of Conduct. Failure to abide by this Code of Conduct may result in sanctions against me, including but not limited to, termination and/or criminal prosecution.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sponsoring Department

# YOUTH PROGRAMS FOR MINORS

## CHECKLIST

**All planned activities are consistent with the institution's mission.**

**Each camp has a designated camp director.**

### Safety & Security planning

- Background checks on volunteers, staff and student workers;
- Policies / rules in place for participant, volunteer and staff conduct;
- Appropriate camp-to-counselor ratio provided (consideration of age & activity);
- Guest visitation protocols in place;
- Check-in & check-out procedures in place;
- Inclement weather protocols in place;
- Established protocol for injury or illness;
- Protocol for reporting and responding to participant, staff or volunteer misconduct (including mandatory reporting);
- Emergency notification procedures in place;
- Inspection of facilities to be used.

### Appropriate Forms & Waivers

- Parental consent & release of liability;
- Medical information & release; ○ Sports physical, as appropriate; ○ Authorization to administer medications;
  - Over the counter medication
  - Self-administration of prescription medication
- Media release;
- Pick-up authorization;
- Health insurance information has been obtained.

### Training for Staff, Volunteers & Counselors

- Safety & security protocols are reviewed;
- Emergency response protocols are reviewed;
- Reporting and responding to incidents of misconduct protocols reviewed;
- Participant conduct management and disciplinary procedures reviewed;
- Detecting and reporting abuse or neglect training conducted;
- Process for reporting of injury or illness;
- First aid & CPR;
- Institution policies / code of conduct;
- Orientation planned for participants to review rules and reporting procedures.

### Facility Usage, Insurance & 3<sup>rd</sup> Parties

- Facilities have been reserved and there are no scheduling conflicts;
- Appropriate forms completed;
- Certifications from 3<sup>rd</sup> party camps that items on checklist are being done;
- Appropriate insurance obtained.
  - General liability
  - Other insurance as appropriate

### Transportation

- Transportation needs have been identified;
- Authorized vehicles and drivers have been arranged.

### Camp Employment

- Institution employees educated on proper use of leave;
- Structured volunteer program is in place.



**YOUTH PROGRAMS FOR MINORS  
PARTICIPANT CODE OF CONDUCT**

Program / Camp Name: \_\_\_\_\_

Participant Name (Please Print): \_\_\_\_\_

Parent / Guardian Name (Please Print): \_\_\_\_\_

The Program has established rules and standards of conduct for all Participants. It is the responsibility of the Parent/Legal Guardian and the Participant to review the Program rules and standards of conduct. Dismissed Participants are not eligible for a refund of any fees or expenses. The Parent/Legal Guardian is responsible for all costs associated with removing the Participant from the Program due to his/her misconduct, including but not limited to transportation costs to return the Participant home.

**PARTICIPANT AGREEMENT**

I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct and follow all reasonable direction of the Program Staff. Failure to comply with the Program's rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my being dismissed from the Program.

Participant's Signature: \_\_\_\_\_

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

**PARENT/LEGAL GUARDIAN AGREEMENT**

I understand that my child will be subject to the rules and standards of conduct of the Program and the University System of Georgia. I further understand that my child's violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my child's dismissal from the Program. I accept responsibility for all costs associated with removing my child from the Program, including but not limited to transportation costs to return the Participant home. I understand that Dismissed Participants are not eligible for a refund of any fees or expenses.

Parent/Legal Guardian's Signature: \_\_\_\_\_

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

## Participation Agreement and Waiver Form

### PROGRAM/ACTIVITY INFORMATION:

Program/Activity Name: \_\_\_\_\_

Date(s): \_\_\_\_\_

Location: \_\_\_\_\_

### PARTICIPANT INFORMATION:

Name: \_\_\_\_\_

Address (include city/state/zip) \_\_\_\_\_

Phone; \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Gender: \_\_\_\_\_

### **RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE**

I, (Name) \_\_\_\_\_, the parent or legal guardian of the Participant, (Name) \_\_\_\_\_, for the sole consideration, the sufficiency of which is hereby acknowledged, of the right to participate in the event or program described as Dalton State College Summer Camps, do hereby agree to the following relating to the Program.

I fully and voluntarily consent to my child's participation in the Program. I hereby acknowledge my awareness that participation in the Program may expose me/my child to risk of property damage, bodily or personal injury. Participation could include certain physical activities such as: swimming, lifting, crossing streets, parking lots and intersections. I understand that the risks that I/my child may encounter include, but are not limited to: transportation accidents, injury from falls, injury in inclement weather, bumps, bruises, cuts and abrasions, muscle strains and sprains, and exposure to contagious diseases which may cause death, as well as other risks that may not be foreseeable. I knowingly and freely assume any and all such risks.

In exchange for being allowed to participate in the Program, I hereby release and forever discharge and agree to indemnify Dalton State College, the Board of Regents of the University System of Georgia, its members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my participation in the Program. I further covenant and agree that for the consideration stated above, I will hold forever harmless and will not take legal action against Dalton State College, the Board of Regents of the University System of Georgia, its members individually, and their officers, agents, and employees for any claim for damages arising or growing out of my participation in this activity whether caused by negligence or otherwise.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant not to sue shall not constitute a waiver, in whole or part, of sovereign immunity by the Board of Regents of the University System of Georgia, its members, officers, agents, and employees.

I certify that I understand and have read the above carefully before signing. I acknowledge and represent that I freely and voluntarily sign this Agreement, and that it is my express intent that this Agreement shall contractually bind my heirs, executors, administrators, and assigns, and my child's heirs, executors, administrators, and assigns, as well as myself and my child.

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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

## **ACKNOWLEDGEMENT OF DSC CAMPS EXEMPTION FROM STATE LICENSING**

This form acknowledges that I/we are aware the camps conducted BY Dalton State College are not licensed by the "Bright from the Start: Georgia Department of Early Care and Learning (DECAL)" and are not required to be licensed by the state as defined by Georgia Rules and Regulations for Child Care Learning Centers, 591-1-1-.46(b)1."

Bright from the Start: <http://www.decal.ga.gov/BftS/About.aspx>

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Printed Name

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Signature

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Relation to Camper

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Date



## Minors on Campus Criminal Background Screening Decision Matrix

