



**MALONE UNIVERSITY**  
CHRIST'S KINGDOM FIRST

## **Minors on Campus: Youth Protection Policy**

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Maintained by:

Office of Human Resources

Founders Hall | Malone University, OH 44709

Approved: July 2021

Acknowledgements:

Title IX Sex Discrimination & Harassment - US Dept of Education; Ohio Domestic Violence Network

Ohio Department of Higher Education – Changing Campus Culture; Praesidium, Inc.

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<b>Policy: Minors on Campus: Youth Protection Policy</b>	<b>Policy No.: Pending</b>
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## **Policy Statement**

The mission of Malone is to provide students with an education based on biblical faith who are committed to serving the church, community and world. In order to do so, Malone University is committed to maintaining a safe environment for all members of the University community. Malone promotes and engages in many programs that involve youth. This commitment includes the safety and well-being of minors who are enrolled, visiting, and participating in these University-sponsored events. Protection and safety of youth are of the highest priority. To protect youth engaged in the campus' programs, Malone University sets forth procedures to guide the conduct of University faculty, staff, students, contractors, vendors, and volunteers when working with minors.

The Youth Protection policy is intended to promote the safety and well-being of minors engaged in programs, events, and activities provided or endorsed by the institution or any program conducted at its facilities, and ensures that any safety concerns are properly reported and addressed. Any member of the University community who suspects that a minor who is on University property for any reason, or is participating in a University-sponsored activity has been the victim of child abuse shall immediately report the suspected abuse to Campus Safety or other law enforcement authorities.

The University workplace, including classrooms and laboratories, is not an appropriate place for minors (except University registered students) to be present on a frequent or continuing basis. While there may be reasons when brief visits on campus are necessary, minors are subject to the same conditions as any other visitor to the University. In addition, no unescorted or unsupervised minors are permitted on campus property, except as provided for this policy. All supervised minors are permitted in the general use facilities (e.g. athletic fields, academic buildings, etc.) but are not permitted in labs or other areas where significant potential safety hazards and liabilities may exist and where strict safety precautions are required.

## **Scope**

All faculty, staff and students of Malone University

### **I. General Definitions**

For the purposes of this policy, the following terms are defined as follows:

#### **A. Authorized Adult**

For the purposes of this policy, "Authorized Adult" means individuals, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee or interact with youth in program activities, or recreational, and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, alumni, and other third parties. Authorized Adults shall complete University-designated training. Adults shall be re-trained at least once every 4

years after their initial training.

## **B. Community Member**

Faculty, staff, and students of Malone University.

## **C. Minor**

“Minor” is any individual under the age of 18 who is a participant in a program as that term is defined in this policy. Youth who are not enrolled students must be supervised at all times while on campus.

**D. Parent(s) or Legal Guardian:** Although a parent or legal guardian may supervise their own minor children and their guests who are minors while visiting the campus or using campus facilities, a parent or legal guardian may not act as an Authorized Adult in Program (including one in which their minor participates) unless they are in compliance with the requirements outlined under this policy.

## **E. Program**

“Program” is defined in this policy as any activity, event, recital, lesson, class, or other interaction involving a minor, including programs sponsored or operated in whole or in part by the campus, on or off campus property. Exceptions to this policy include: (1) University programs, events, or activities involving minors when all of whom are also enrolled students and/or employed by the University; (2) performances or events open to the general public (such as athletic competitions, plays, concerts, lectures); (3) and field trips to the University that involve elementary, middle, or secondary school students, under the supervision of their teachers, during a single business day. However, all such visitors shall be fully subject to the Student Code of Conduct while on campus; and such other similar one-time or on-going programs as may be designated from time to time by the appropriate University administrators in advance and in writing as exempt from this Policy.

## **F. Program Sponsor**

Each Program must identify a campus employee or departmental sponsor to serve as a liaison for the group.

## **G. Access**

Authorized Adults who interact with, and have access to, youth are classified in these policies as having high or low contact:

### **(a) Individuals with high contact with youth.**

Authorized Adults with high access to youth include any individual who:

- is involved with the care, supervision, guidance or control of youth;
- has routine interaction with youth;
- works with or around youth on more than one program;
- works with or around youth on a program that meets regularly or involves multiple interactions;
- has the potential for unsupervised access with one minor;
- is responsible for supervising youth; or
- is a consistent and regular volunteer for programs involving youth; or
- interacts with youth on a frequent basis.

Examples of individuals with high contact with youth include:

- instructors, mentors, tutors, coaches and their assistants; camp counselors; campus tour guides;
- individuals who provide community services to youth in a home setting; regularly engage in volunteer opportunities that involve youth; individuals who transport youth (on campus or on field trips); supervise overnight programs (on or off campus).

**(b) Individuals with low contact with youth.**

Authorized Adults with low access to youth include any full or part-time individual who:

- works with or around youth for a one-time program (but not programs that meet regularly or involve multiple interactions);
- is always supervised by another adult when interacting with youth; or
- is not responsible for supervising youth.

Examples of individuals with low contact with youth include:

- individuals who work solely with or around other adults and no youth; one-time volunteers; and one-time campus tour guide, who remains with a group (i.e., more than 3 or more individuals) at all times.

**H. Types of Abuse**

The campus has zero tolerance for abuse. 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 detailed information regarding our state’s statutory definitions of child abuse and child neglect, *see Appendix C*. Please refer to all applicable codes and statutes for the current terms for definitions addressing abuse, neglect, exploitation, and abandonment, along with the associated state-mandated reporting requirements as found in Appendix C.

*Sexual and Gender-Based Misconduct:* As defined in the University’s Title IX and Sexual Misconduct policies, sexual harassment, sexual exploitation, stalking, relationship violence, non-consensual sexual penetration, non-consensual sexual touching, disrobing or exposure, or any other sexual contact or activity that occurs without Effective Consent, as well as any other form of discrimination based on gender.

**II. Minor Programs**

Minor Programs must comply with the following terms and conditions, as well as any other applicable requirements of federal, state, or local law or regulation.

(1) Minor Program Registration and Approval. All academic and administrative departments of the University that sponsor a Minor Program, whether located on or off campus, must register the Minor Program with the Human Resource Office no later than thirty (30) days prior to the commencement date of the Program.

(2) Background Checks and Training Required. All Community Members who may have direct and unsupervised contact with minors during the course of a Minor Program or who direct or supervise a Minor Program must, complete a successful background check prior to initially engaging in such contact or supervision and participate in re-training every 4 years regarding:

(a) the Policy;

(b) appropriate codes of conduct with minors;

(c) the nature and prevalence of Abuse and Neglect and how to identify signs of it; and

(d) how to respond to and report disclosures or suspicions of Abuse or Neglect and/or Sexual Misconduct.

(3) Emergency Response Plan. All Minor Programs must maintain an emergency response plan consisting of University protocols.

(a) All Minor Programs must establish a procedure for notification of each minor's parents/legal guardians in the event of an emergency, and must obtain and keep accessible contact information for minors' parents/legal guardians, as well as emergency contact information in the event the parents/legal guardians are unavailable. All parents/legal guardians of minors must be provided with contact information of appropriate staff of the Minor Program in order to contact minors while the Minor Program is in session. All parents/legal guardians must be advised of this procedure prior to the participation of the minors in the Minor Program.

(b) All Minor Programs must obtain: (i) authorization from all minors' parents/legal guardians to permit transportation of minors to local hospitals as deemed necessary; (ii) authorization for emergency medical treatment in the event the parents/legal guardians or their designated emergency contact are not available; and (iii) disclosure of any allergies or other medical condition or physical limitation that might impact participation in the Minor Program. In the event any minors require administration of medicines while participating in the Minor Program, necessary procedures must be established, which may include guidance from Health Services.

(c) For residential Minor Programs in University facilities, Minor Programs must, prior to commencing, provide a list of all program participants and contact information to Malone Supervisor/Event Services and/or Campus Safety which must include for all minors, their name; room assignment; age; address; and contact information of their parent/legal guardian and emergency contact.

(4) Supervision Plan. All Minor Programs must have established a plan for adequate supervision in light of the number and average age of participants, the Minor Program activity, and whether overnight accommodations are involved.

### **III. Enforcement**

This policy will be implemented and strictly enforced by the Human Resources and Title IX Coordinator. Failure to comply will result in corrective action, up to and including dismissal from the campus. Violations may also lead to civil or criminal liability.

### **IV. Notification**

Each Program Sponsor must notify the Human Resources Director in order to complete a registration form. *[Please convey information including name of the program, Program Sponsor, description of the program, dates of operation, name of all Authorized Adults, location of program operation, the number and location of any overnight stays, age range and estimated number of participants, adult- to-youth ratios. A list of guidelines/training requirements should be completed along with medical waivers.]*

### **V. Screening and Selection**

All programs must adhere to screening and selection criteria required by the campus. All steps must be completed before an Authorized Adult is released to work with youth in a paid or unpaid position. The campus reserves the right to repeatedly conduct background screening any time after employment or volunteer services has begun. Further, the Program Administrator is responsible for ensuring that each individual participating in the program as an Authorized Adult has a background check request and has

subsequently received clearance to participate. The Program Administrator should maintain a roster of who is cleared to participate.

#### **A. Individuals with High Access to Youth**

Screening and selection of individuals who have high access to youth will include the following:

1. A standard application designed to screen for abuse;
2. Signed Code of Conduct;
3. Multi-state criminal background check that includes county-level information;
4. A national sex offender registry verification: Authorized adults will have their names checked against the National Sex Offender Registry at [www.nsopw.gov/en-us](http://www.nsopw.gov/en-us) and verify that no Authorized Adult's Name appears on the sex offender website.

#### **B. Individuals with Low Access to Youth**

Screening and selection of individuals who have low access to youth should include:

1. A standard application designed to screen applicants for the potential to abuse;
2. Signed Code of Conduct;
3. A national sex offender registry check; and
4. When possible, a multi-state criminal background check that includes county- level information.

#### **C. Currently Employed Authorized Adults--Additional Requirements**

Authorized Adults, who at the time of implementation of these policies do not have access to youth but subsequently begin working with or around youth, should at a minimum complete the first three items listed above in the high or low access category (whichever is applicable).

Regardless of a staff member's access to youth or prior screening, the campus will conduct the following searches on all existing Authorized Adults at the time of hiring.

- A multi-state criminal background check that includes county-level information; and
- A national sex offender registry check.

#### **D. Transfer of Authorized Adult**

For all Authorized Adults who wish to transfer within the institution and work with youth, the campus will verify that the appropriate screening procedures have been completed prior to permitting work in the new department. The supervisor for the new position will review the individual's file prior to permitting access to youth. The campus will follow its transfer and related policies and review:

1. All campus policies regarding employee transfers are followed.
2. The supervisor for the new position will speak to the previous supervisor to discuss the staff member's suitability for the new position related to work with or around youth.
3. The supervisor for the new position will review the staff member's file prior to the final decision.  
The supervisor will review:
  - a. Any past disciplinary problems.
  - b. What new screening procedures might be necessary if the staff member is actually transferred, taking into account the following:
    - i. If the staff member would be but was not previously in a high-access position working with or around youth, then the screening procedures in Individuals with High Access to Youth should be followed.
    - ii. If the staff member would be and was previously in a high-access position working with or around youth, then the screening procedures in Individuals with High Access to Youth should be re- reviewed.

Prior to participating in an event, volunteers must be listed on the Authorized Adult/Volunteer Roster and their names must be checked against the National Sex Offender Registry ([www.nsopw.gov/en-us](http://www.nsopw.gov/en-us)). Volunteers may serve as an Authorized Adult if they otherwise meet all the requirements for an Authorized Adult under this Policy.

The following sanctions, in consultation with a Vice President or the Director of Human Resources as needed, shall apply to those not meeting the Community standards : (1) Minors or Authorized Adults not meeting University community conduct standards will be asked to leave campus, (2) programs in violation of this policy may be suspended or denied permission to continue operation at the University, (3) any violations of University policies by any individual will be dealt with in accordance with applicable University policies and procedures, which may include disciplinary actions up to and including termination from the University. Legal prohibitions regarding physical presence on campus (persona non grata and/or trespassing warning) may also be pursued, and (4) suspected violations of law will be referred to law enforcement authorities and may result in criminal prosecution.

## **VI. Training**

For any child abuse prevention policy to be effective, the Authorized Adults providing services to youth must have adequate education and training. All Authorized Adults must annually complete campus-approved child abuse prevention and mandatory reporting training courses.

The training must cover, at a minimum: how offenders operate, how abuse happens on campus, the impact of abuse, how to protect youth from abuse, how to prevent false allegations of abuse, how to manage high risk situations, and how to respond and report a range of concerns (including inappropriate behaviors and policy violations, suspected child abuse and neglect, and youth-to-youth sexual behaviors and abuse) internally and externally as appropriate. No Authorized Adult required to take the training will be allowed to conduct or participate in a program involving youth until the training is accomplished and documentation is submitted to Human Resources.

Completion of all training requirements is required annually at a minimum. See Appendix B for sample training content and delivery methods.

## **VII. Appropriate Interactions with and Supervision of Youth**

Adults should serve as positive role models for youth, and act in a caring, honest, respectful, and responsible manner that is consistent with the mission and guiding



principles of the campus. The behavior of all members of the institution's community is expected to align at all times with the University Code of Conduct.

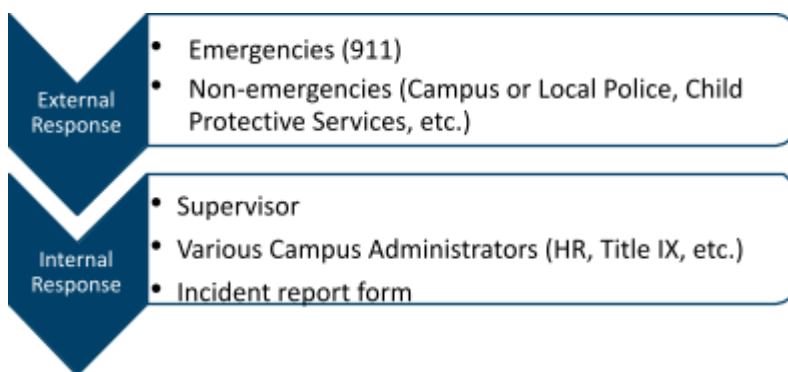
It is expected that Authorized Adults will exhibit exemplary behavior at all times. We encourage The conduct with youth list below denotes behavioral guidelines for Authorized Adults as we strive to accomplish our mission together.

### VIII. Recognizing, Responding, and Reporting

The campus is dedicated to maintaining zero tolerance for abuse. As such, it is imperative that everyone actively participate in the protection of youth and be alert to safeguard the safety of youth on and off campus.

Every member of the campus' Community Members should respond and must internally notify the campus of violations of this policy, violations of the university Code of Conduct, inappropriate or suspicious behaviors that may not rise to the level of abuse, youth-to-youth sexualized behaviors and abuse, and suspected child abuse and neglect within twenty-four (24) hours. Notifications to the campus can be made to a supervisor or an administrator. All reports will be taken seriously. Malone University has federal obligations under Title IX and the Clery Act, as well as mandatory duty to report under Ohio law, immediate reporting of allegations of inappropriate conduct with a minor to Malone Campus Safety is required. All university employees and Authorized Adults are mandatory reporters who are obligated to report suspected abuse or any other violation of the conduct requirements of this Policy.

Some individuals are also required by law to externally report suspected child abuse and neglect. For purposes of this policy, the terms child abuse and neglect include, but are not limited to, the following: physical abuse, verbal abuse, sexual abuse, emotional abuse, neglect, and economic exploitation. Refer to Appendix C for state statutory definitions, a list of mandated reporters, and mandated reporting requirements. *Refer also to the Child Welfare Gateway: <https://www.childwelfare.gov/topics/systemwide/laws-policies/state/> for additional state specific resources and information.*



The reporting requirements listed above are for purposes of this policy and do not absolve any individuals from any reporting obligations they may have under state law. Failure of an employee to make an internal or external report under this policy may result in disciplinary actions.

Any member of the University Community who becomes aware of any violation of this policy shall immediately ensure the safety of the minors, including removal of minors from dangerous or potentially dangerous situations and contacting Campus Safety and/or emergency responders as may be appropriate under the circumstances.

Until any allegation of inappropriate conduct against a Program is satisfactorily resolved, the University shall suspend the Program. The appropriate Vice President, in consultation with the University's Risk

Manager and Human Resource Department, shall evaluate the suitability of reinstating the Program.

## **IX. Investigation and Resolution**

The campus' investigation and resolution procedures will be carefully followed to ensure that the rights of all those involved are protected. The safety and well-being of the youth is the key consideration when deciding what interim safety measure(s) to initiate and maintain.

## **X. Facility Rentals and Non-Campus Sponsored Events**

Facility rentals and non-campus sponsored events occurring on campus should include standardized written documents that require (see Appendix F):

- A. An agreement to defend, indemnify and hold harmless Malone University and its Board of Trustees from and against any and all claims, causes of action, losses liabilities, damage or judgments directly or indirectly related to sexual misconduct or child abuse or neglect.
- B. An agreement to name the campus as an additional insured on any applicable insurance policies, including a sexual abuse and molestation policy.
- C. Confirmation that all adults responsible for youth on campus have cleared some minimal screening (which can include a national criminal background check and national sex offender registry check).
- D. Confirmation that adults responsible for youth on campus have received some minimal abuse prevention training (which can include the identification, prevention, and reporting of sexual abuse of consumers).
- E. Defined supervision procedures in place for monitoring their program participants (i.e., adult-to-consumer ratios and management of high-risk times and high-risk activities). For joint events, clearly delineate supervision responsibilities between the organizations.
- F. Report incidents or allegations of sexual misconduct (involving adults or youth) back to the institution.

## APPENDICES

## Appendix A

### Malone University Code of Conduct for Working with Youth

The following policies are intended to assist staff and volunteers in making decisions about interactions with youths. For clarification of any guideline, or to inquire about behaviors not addressed here, contact your supervisor.

Our organization provides our youths with the highest quality services available. We are committed to creating an environment for youths that is safe, nurturing, empowering, and that promotes growth and success.

No form of abuse will be tolerated, and confirmed abuse will result in immediate dismissal from our organization. All reports of suspicious or inappropriate behavior with youths or allegations of abuse will be taken seriously. Our organization will fully cooperate with authorities if allegations of abuse are made that require investigation.

The Conduct for Working with Youth outlines specific expectations of the staff and volunteers as we strive to accomplish our mission together. Our employees and volunteers will exhibit the highest ethical best practices and personal integrity, and they will provide a professional work environment that is free from physical, psychological, written, or verbal intimidation or harassment. Our employees and volunteers accept their personal responsibility to protect youth from all forms of abuse. The following guidelines apply:

1. Youths will be treated with respect at all times.
2. Youths will be treated fairly regardless of race, sex, age, or religion.
3. Staff and volunteers will adhere to uniform standards of displaying affection as outlined by our organization.
4. Staff and volunteers will avoid affection with youths that cannot be observed by others.
5. Staff and volunteers will adhere to uniform standards of appropriate and inappropriate verbal interactions as outlined by our organization.
6. Staff and volunteers will not stare at or comment on youths' bodies.
7. Staff and volunteers will not date or become romantically involved with youths.
8. Staff and volunteers will not use or be under the influence of alcohol or illegal drugs in the presence of youths.
9. Staff and volunteers will not have sexually oriented materials, including printed or online pornography, on our organization's property.
10. Staff and volunteers will not have secrets with youths and will only give gifts with prior permission.
11. Staff and volunteers will comply with our organization's policies regarding interactions with youths outside of our programs.
12. Staff and volunteers will not engage in inappropriate electronic communication with youths.
13. Staff and volunteers are prohibited from working one-on-one with youths in a private setting. Staff and volunteers will use common areas when working with individual youths.
14. Staff and volunteers will not abuse youths in anyway including (but not limited to) the following:
  - a. *Physical abuse*: hitting, spanking, shaking, slapping, unnecessary restraints
  - b. *Verbal abuse*: degrading, threatening, cursing
  - c. *Sexual abuse*: inappropriate touching, exposing oneself, sexually oriented conversations
  - d. *Mental abuse*: shaming, humiliation, cruelty
  - e. *Neglect*: withholding food, water, shelter

Our organization will not tolerate the mistreatment or abuse of one youth by another youth. In addition, our organization will not tolerate any behavior that is classified under the definition of bullying, and to the extent that such actions are disruptive, we will take steps needed to eliminate such behavior.

Bullying is aggressive behavior that is intentional, is repeated over time, and involves an imbalance of power or strength. Bullying can take on various forms, including:

- a. *Physical bullying* – when one person engages in physical force against another person, such as by hitting, punching, pushing, kicking, pinching, or restraining another.
- b. *Verbal bullying* – when someone uses their words to hurt another, such as by belittling or calling another a hurtful name.
- c. *Nonverbal or relational bullying* – when one person manipulates a relationship or desired relationship to harm another person. This includes social exclusion, friendship manipulation, or gossip. This type of bullying also includes intimidating another person by using gestures.
- d. *Cyberbullying* – the intentional and overt act of aggression toward another person by way of any technological tool, such as email, instant messages, text messages, digital pictures or images, or website postings (including blogs). Cyberbullying can involve:
  - Sending mean, vulgar, or threatening messages or images.
  - Posting sensitive, private information about another person.
  - Pretending to be someone else in order to make that person look bad.
  - Intentionally excluding someone from an online group.
  - Hazing – an activity expected of someone joining or participating in a group that humiliates, degrades, abuses, or endangers that person regardless of that person’s willingness to participate.
  - Sexualized bullying – when bullying involves behaviors that are sexual in nature. Examples of sexualized bullying behaviors include sexting, bullying that involves exposures of private body parts, and verbal bullying involving sexualized language or innuendo.

Anyone who sees an act of bullying, and who then encourages it, is engaging in bullying. This policy applies to all youths, staff and volunteers.

1. All staff must follow state specific mandatory reporting requirements. Staff should be trained to be aware of and understand their legal and ethical obligation to recognize and report suspicions of mistreatment and abuse. Staff will:
  - a. Be familiar with the symptoms of child abuse and neglect, including physical, sexual, verbal, and emotional abuse.
  - b. Know and follow organization policies and procedures that protect youths against abuse.
  - c. Report suspected child abuse or neglect to the appropriate authorities as required by state mandated reporter laws.
  - d. Follow up to ensure that appropriate action has been taken.
  - e. Staff and volunteers will report concerns or complaints about other staff, volunteers, adults, or youths to our organization’s supervisor or through the emergency phone app: Malone Campus Shield.
  - f. Our organization cooperates fully with the authorities to investigate all cases of alleged abuse. Any staff or volunteer shall cooperate to the fullest extent possible in any external investigation by outside authorities or internal investigation conducted by the organization or persons given investigative authority by the organization. Failure to cooperate fully may be grounds for termination.
  - g. Staff and volunteers may not have engaged in or been accused or convicted of youth abuse, indecency with a youth, or injury to a youth.

### **Acknowledgement**

I have read the above Code of Conduct and organizational policies for the protection of youth adopted by Malone University. I understand and voluntarily agree to abide by these policies.

*Please Print*

Date \_\_\_\_\_

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

Title: \_\_\_\_\_

Campus Department: \_\_\_\_\_

Program \_\_\_\_\_

Signature \_\_\_\_\_

## Appendix B. Sample Curriculum for Abuse Prevention Training

### Curriculum for Abuse Prevention Training

- How sexual abuse of youth occurs in a university setting
- Impact of sexual abuse
- Types of offenders and how they operate
- Protecting yourself from false allegations.
- Identifying and managing high-risk situations
- Methods to identify and prevent abuse between youth.
- Barriers to adults reporting their concerns
- How to recognize red flags and boundary violations
- Steps for how employees and volunteers should respond to boundary violations, suspicious or inappropriate interactions, or policy violations
- Definitions of abuse
- Mandated reporter requirements
- What to do if a youth discloses abuse
- How to respond to incidents of sexual activity between youth

### Effective supervision practices related to abuse risk management:

- Overview of supervisor's role in abuse prevention;
- Supervision strategies that can reduce risk; and
- Using teaching moments in supervision.

### **For supervisors/hiring managers who respond to suspicious or inappropriate behaviors or allegations of abuse, the training should also address:**

- How to create a culture for responding and reporting; and
- Steps to take when employees or volunteers report suspicious or inappropriate behaviors.
- Why screening and selection is important;
- The limitations of criminal background check
- How to use the application to assess for abuse risk; behavioral interviewing techniques using questions designed to assess for abuse risk; and best practices in reference checking.

## Appendix C. Mandated Reporting of Child Abuse and Neglect

### Requirements for Mandated Reporters

#### Mandated Reporters

The Federal Child Abuse Prevention and Treatment Act (CAPTA) requires each State to have provisions or procedures for requiring certain individuals to report known or suspected instances of child abuse and neglect. These individuals are often referred to as mandated reporters.

A mandated reporter is a person who, because of their profession, is legally required to report any suspicion of child abuse or neglect to the relevant authorities. These laws are in place to prevent children from being abused and to end any possible abuse or neglect at the earliest possible stage. For further guidance possible mandated reporter designations see below:

#### Ohio State and Applicable Federal Law to Consider Incorporating into Campus Policy

##### State Law (Ohio)- within in the Ohio Revised Code (ORC)

- Neglected child defined- failure to provide medical or surgical care for religious reasons
  - ORC § 2151.03
  - Link: <http://codes.ohio.gov/orc/2151.03>
  - Summary: This section defines “neglected child,” including abandonment, lacking adequate care, refusing care, placing the child in violation of sections of the OCR, out-of-home neglect. This section includes a particular focus on medical care and religious exceptions.
- Abused child defined
  - ORC § 2151.031
  - Link: <http://codes.ohio.gov/orc/2151.031>
  - Summary: This section defines “abused child,” including victim of sexual activity, endangered, evidence of physical or mental abuse or death, suffers physical or mental injury, or subjected to out-of-home abuse.
- Reporting Child abuse or neglect
  - ORC § 2151.421
  - Link: <http://codes.ohio.gov/orc/2151.421>
  - Summary:
    - This section defines who and when an individual is responsible for reporting child abuse and neglect. Included in this section are those acting in an official or professional capacity and knows, or has reasonable cause to suspect, that a child under eighteen (or an individual under 21 with a developmental disability or physical impairment) suffers or faces physical or mental wound, injury, disability, or condition of a nature that reasonably indicates abuse or neglect of the individual. The report should be made to children services or local law enforcement. This includes over 25 professions/ roles.
    - Additionally included in this section is that neither attorneys nor physicians are required to make a report received by their client or patient in an attorney-client or physician-patient relationship if the attorney or physician could not testify with respect to the communication in a civil or criminal proceeding.



## APPENDIX C - (Cont.)

- Disclosure of confidential information to protect children
  - ORC § 2151.423
  - Link: <http://codes.ohio.gov/orc/2151.423>
  - Summary: Children services will disclose confidential information to federal, state or local government if needed to protect children.
- Privileged communications
  - ORC § 2317.02
  - Link: <http://codes.ohio.gov/orc/2317.02>
  - Summary:
    - Certain individuals have privileged relationships and will not be able to testify. This can include attorneys, certain health care professionals, clerics, spouse, mediators, certain mental health professionals, and various others. There are specific limitations to these communications and relationships.
- Failure to report a crime or knowledge of a death or burn injury
  - ORC § 2921.22
  - Link: <http://codes.ohio.gov/orc/2921.22>
  - Summary: Individuals must report felonies when they know that one has been or is being committed. Additionally, individuals must report gunshot, stab wounds, or other serious physical harm.

Under Ohio law, mandated reporters include but are not limited to:

- Attorneys, CASA employees, guardian ad litem;
- Health care professionals, including massage or cosmetic therapist, audiologist, dentist, nurse, physician, podiatrist, speech pathologist, psychiatrist, licensed school psychologist, marriage and family therapist;
- Social workers;
- Peace officers, coroners, agents of a county humane society;
- Superintendents and agents of a county board or department of developmental disabilities;
- Employees of a facility or home that provide respite care to a person with developmental disabilities;
- Professional county employees who work with children and families;
- Superintendents and agents of the department of youth services;
- Employees of an entity that provides homemaker services;
- Employees or host families of a qualified organization providing temporary care for youth
- Foster care givers and assessors of foster and adoptive placements;
- Third parties employed by a public children services agency to assist in providing youth or family related services such as children services personnel;
- Administrators or employees of a childcare agency or other children services agency, daycare centers, or schools;
- Administrators or employees of residential camps, day camps, or private nonprofit therapeutic wilderness camps;
- Persons rendering spiritual treatment through prayer in accordance with the tenets of a well-organized religion;

If such an individual, acting in an official or professional capacity, knows, or reasonably suspects a youth under 18, or person under 21 with developmental disability or physical impairment has suffered or faces a threat of any physical or mental abuse or neglect, the individual must immediately report to a public children services agency or peace officer in the county where the youth resides or the abuse has occurred

## APPENDIX C - (Cont.)

by telephone or in person, followed by a written report if requested.

**Reporters can call 855-O-H-CHILD (855-642-4453) to reach an automated telephone directory that will link them to the child welfare or law enforcement office in their county.**

### Federal (United States)

- Family Educational Rights and Privacy Act of 1974 (FERPA)
  - 20 U.S.C. § 1232g; 34 CFR Part 99
  - Link: <https://www2.ed.gov/policy/gen/guid/fpco/pdf/ferparegs.pdf>
  - Summary: This federal law protects the privacy of records, particularly education records. This law applies to any school receiving U.S. Department of Education funds. Generally, schools must obtain written consent before releasing records. "Directory information" is not typically protected and may be shared without consent. Rights are with the parent until a student turns 18 or enrolls in a postsecondary institution.
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
  - 45 CFR Part 160 and Subparts A and E of Part 164
  - Link: [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr160\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr160_main_02.tpl)
  - Summary: This federal law protects medical information. The five titles of the law provide different protections:
    - Loss or change of job and protections regarding individuals with diseases and pre-existing conditions.
    - Standards for transactions, secure electronic access, and privacy regulations.
    - Tax provisions.
    - Pre-existing conditions and continued coverage.
    - Company-owned life insurance and U.S. citizenship.
- Title IX of the Education Amendments Act of 1972 (Title IX)
  - 20 U.S.C. Â§1681 et seq.
  - Link: <https://www2.ed.gov/about/offices/list/ocr/newsroom.html#>
  - Summary:
    - This federal law states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."
    - Final regulations were issued on May 6, 2020 for both K-12 and institutions of higher education. These new regulations provide new requirements for compliance for addressing sexual harassment and are to be fully implemented by August 14, 2020.

Reporters can also go to <https://www.pcsao.org/membership/agency-directory> for a directory of county public children services agencies or <https://www.usacops.com/oh/> for a directory of local law enforcement.

Reports can be made anonymously.

A person who makes a report in good faith is immune from civil or criminal liability. Failure to report may result in criminal charges.

## **APPENDICE C - (Cont.)**

### **Additional Guidelines**

Two or more healthcare professionals, after providing services to a youth, may designate one person to make the report.

Any person within an official capacity at a church, religious society, or faith who knows that another such person has abused or neglected a youth or disabled person under age 21 must make a report. This includes clerics who suspect abuse or neglect as a result of communication with or observation of a youth or disabled person under age 21.

Appendix D. Policy Acknowledgement Form

**Acknowledgement of Protection of Youth Policy**

I have been notified of, read and voluntarily agree to comply with the university's *Minors on Campus: Youth Protection Policy*.

*Please Print*

**Name** \_\_\_\_\_

**Position** \_\_\_\_\_

**Campus Department** \_\_\_\_\_

**Program** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX E**

**REGISTRATION FORM FOR PROGRAM WITH MINORS**

*It is the policy of Malone University that any program, activity, service or event involving minors, on or off campus, sponsored by any academic, administrative, or athletic department of Malone University; or programs, activities, services or events involving minors, on or off campus, sponsored by non-Malone, external entities, using University facilities, must be registered with Human Resources. These include athletic camps, academic camps, day care or early learning programs, recreational campus, individual lessons, workshops, competitions, clinics, conferences, pre-enrollment visits, outreach programs, and any program that employs minors affiliated with Malone.*

**DATE SUBMITTED:** \_\_\_\_\_

**PART 1: Primary Contact**

1. Name: \_\_\_\_\_
2. Title: \_\_\_\_\_
3. Department/Organization: \_\_\_\_\_
4. Email: \_\_\_\_\_
5. Phone Number: \_\_\_\_\_

**Part 2: Program Information**

1. NAME OF PROGRAM: \_\_\_\_\_
2. PROGRAM SPONSOR: \_\_\_\_\_
3. BRIEF DESCRIPTION OF PROGRAM: \_\_\_\_\_
4. DATES OF PROGRAM: \_\_\_\_\_
5. NAME OF AUTHORIZED ADULT: \_\_\_\_\_
6. LOCATION(S) OF PROGRAM OPERATION: \_\_\_\_\_
7. ESTIMATED NUMBER OF PARTICIPANTS: \_\_\_\_\_
8. DOES PROGRAM REQUIRE OVERNIGHT HOUSING? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, LOCATION OF OVERNIGHT STAY: \_\_\_\_\_
9. AGE RANGE OF PARTICIPANTS:  
\_\_\_\_ PRE-K to 2nd GRADE  
\_\_\_\_ 3-6 ELEMENTARY  
\_\_\_\_ 7-8 MIDDLE SCHOOL  
\_\_\_\_ 9-12 HIGH SCHOOL
10. \_\_\_ MALE \_\_\_ FEMALE \_\_\_\_\_ BOTH
11. ADULT TO YOUTH RATIO: \_\_\_\_\_
12. HAVE YOU SUBMITTED MEDICAL WAIVERS? \_\_\_\_\_ YES \_\_\_\_\_ NO

*All faculty, professional staff, students, volunteers or contractors participating in the Program/Activity/Service/Event are required to have fully complied with State Law and Malone University Policy concerning Background Checks/Clearances and Protection of Minors, Mandated Reporting of Child Abuse Training*

**13. HAVE ALL AUTHORIZED ADULTS BEEN ISSUED:**

YES      NO

\_\_\_\_      \_\_\_\_\_ STATE BACKGROUND CHECKS

\_\_\_\_      \_\_\_\_\_ RECEIVED TRAINING ON PROTECTING AND WORKING WITH MINORS

**PART 3: APPROVAL SIGNATURES**

1. Program Coordinator: \_\_\_\_\_
2. Relevant Department Head: \_\_\_\_\_
3. External Entity Representative: \_\_\_\_\_ (if applicable)

**Once this form is completed, including all appropriate signatures, please return to the Human Resources Office; Attn. Minors Coordinator**

**HR VERIFICATION: \_\_\_\_\_ REGISTRATION COMPLETED: \_\_\_\_\_**

**MINORS COORDINATOR VERIFICATION: \_\_\_\_\_ DATE: \_\_\_\_\_**

**APPENDIX F -**

**SAMPLE OF CONTRACT FOR THIRD PARTY FACILITY RENTAL  
(EXCERPT FROM SECTION VII B and SECTION VIII of Malone University Facilities & Service Agreement Contract 2021)**

**MALONE UNIVERSITY**

**VII. INSURANCE**

**A.** The Purchaser shall provide Commercial General Liability Insurance for itself and all of its participants in the subject event/camp/conference as follows:

Commercial General Liability (bodily injury and property damage, combined single limit	
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	per Occurrence Limit
\$1,000,000	Personal Injury and Advertising Limit
\$300,000	Fire Legal Liability
\$5,000	Medical Expense Limit

Automobile (where applicable)  
\$1,000,000 Bodily Injury & Property Damage, combined single limit

Workers Compensation (where applicable)  
Coverage (A) Workers compensation - Statutory  
Coverage (B) Employers Liability:  
    BI by Accident - \$100,000 per accident  
    BI by Disease - \$500,000 policy limit  
    BI by Disease - \$100,000 each Employee

**B.** The Purchaser shall provide \$1,000,000 of Sexual Abuse/Molestation Insurance Coverage, for itself and all of its participants in the event that the event/camp/conference includes Minors. The University, its directors, officers and employees, is to be named as additional insured on that policy. Each insurance policy must be written with an insurance company with an A.M. Best rating of A- or higher. Each policy must provide a minimum of 30 days' notice to cancel. The Cancellation clause must be amended to remove the "endeavor to" and "failure to"...wording. Their Certificate of Insurance must show all deductibles applicable.

**VIII. YOUTH PROTECTION/ABUSE PREVENTION REQUIREMENTS**

The Purchaser shall provide the University with one or more certificates of the above required insurance at least thirty (30) days before the first date of the event covered in this Agreement.

The Purchaser must provide confirmation or warranties that all individuals responsible for youth (Minors) meet the University's minimum screening requirements (such as a national criminal background check and national sex offender registry check).

The Purchaser must provide confirmation that all individuals responsible for youth (Minors) have received some minimal abuse prevention training (which should include the identification, prevention, and reporting of sexual abuse of Minors).

The Purchaser agrees to define supervision procedures in place for monitoring their program participants (i.e. adult-to-youth ratios and management of high-risk times and high-risk activities). For joint events, clearly delineate supervision responsibilities between the organizations.

The Purchaser agrees that it will report incidents or allegations of sexual misconduct (involving adults or youth) back to the University within twenty-four (24) hours of receiving the report.

The Purchaser agrees to indemnify and hold harmless the University, its officers, trustees, directors, employees and agents from any claims related to the youth (Minors) under the care of the Purchaser including all fees, costs or judgements arising from any claims based upon the Purchaser's failure to comply with Youth Protection requirements.

#### **IX. ADA COMPLIANCE**

- A. The Purchaser understands and agrees that it must comply with all ADA standards for access to its programs and services and further agrees to indemnify and hold harmless the University, its officers, directors, employees and agents from and against any and all fees, costs or judgements arising from any claims based upon the Purchaser's failure to comply with ADA standards.
- B. The Purchaser must give notification to the University at least fifteen (15) working days prior to arrival on campus of any individuals who will need special accommodations and what accommodations are required. If accommodations cannot be met, the University will contact the Purchaser within five (5) business days. Not all residence halls can provide all special accommodations; the University reserves the right to assign persons needing special accommodations to appropriate facilities that may be separated from others used by the Purchaser. The Purchaser agrees to provide supervision in a separate facility for those needing special accommodations. If timely notice is not provided, the University may not be able to accommodate the request.
- C. It is the responsibility of the Purchaser to include the following passage in all literature and registration material: "Individuals needing special accommodations for disabilities should contact the Purchaser by (specified date) who will notify the University Events Services office at Malone University."
- D. The Purchaser is responsible for providing auxiliary services for the special needs of participants including, but not limited to, sign language interpreters, guides, specially equipped vehicles, braille material, etc.

#### **X. INDEMNIFY AND DAMAGES**

The Purchaser agrees that all participants are under the supervision and control of the Purchaser. As such, the Purchaser shall defend, indemnify and hold harmless the University, its trustees, officers, officials, employees and agents against: (1) all claims for injury, death, or damage to any person or property occurring in or about the University buildings, properties, or facilities arising out of any negligent act or omission of the Purchaser or any of its agents, contractors, servants, employees, or licensees; and (2) any and all costs, counsel fees, expenses or liabilities reasonably incurred in connection with any such claims or action or proceeding brought thereon; unless to include the Purchaser's guests utilizing University facilities as contemplated by this Agreement, in each case, the circumstances giving rise to any such claim were caused by gross negligence of a University trustee, director, officer, official, employee, agent or licensee. In case any action or proceeding is brought against the University or any of its trustees, directors, officers, officials, employees or agents by reason of any such claim, action or proceeding, the University shall give prompt written notice (the "Claim Notice") to the Purchaser of any such action or proceeding. The Claim Notice shall describe the action or proceeding in detail, and shall indicate the amount (estimated, if necessary) of the liability that has been or may be incurred by the University or any of its affected trustees, directors, officers, officials, employees or agents. The Purchaser shall assume and thereafter conduct and control the defense of any such action or proceeding with counsel of its choice. In addition, the terms and conditions of this Agreement do not require the University to relinquish its control of its facilities and services to the Purchaser, subject to Purchaser's rights to access and use the University facilities, as set forth in this Agreement. The University assumes no responsibility for loss of theft of personal property, or damage to personal property of the Purchaser or any of its participants, unless, in each case, such loss of property is caused by the gross negligence of a University trustee, director, officer, employee, agent or licensee. The University assumes no liability whatsoever for any property placed by the Purchaser in University buildings on University properties, unless, in each case, any damage to or loss of property is caused by gross negligence or willful misconduct of a University trustee, director, officer, official, employee, agent or licensee.

#### **XI. ADDITIONS OR DELETIONS**

Any additional facilities and/or services not specified in this Agreement are subject to additional charges. These charges will be included in the balance due in the invoice presented to the Purchaser by the University pursuant to V. hereof. Otherwise, any additions to



and/or deletions from this Agreement must be initialed and dated by both parties to be valid. All documents must be signed and initialed by the same individual.

**XII. APPLICABLE LAW**

- A. This Agreement shall be governed by the laws of the State of Ohio. The University is an equal opportunity institution and subscribes to all federal requirements not to discriminate unlawfully with respect to students, employees, applicants, or University programs on the basis of sex, race, color, national origin, religion, age, handicap or veteran status.
- B. The contract and the rights and obligations of the parties will be governed by and construed in accordance with the laws of the State of Ohio.
- C. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event of such a dispute, a mutually agreed upon mediator would be selected from among current members of the Society of Professionals in Dispute Resolution (SPIDR).

**XIII. UNIVERSITY REGULATIONS**

- A. The Purchaser is required to adhere to all University policies, regulations, guidelines, and all local, state and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services, or termination of this Agreement pursuant to applicable provisions hereof...

## **APPENDIX G**

### **ACTIVE PROGRAMS WITH MINORS ON CAMPUS AND MAIN CONTACT**

#### **Academic Camps - Connie Boring - Summer months**

Faculty and staff host minors on campus to explore different fields of study. Malone offers a variety of camps for the summer — some focus on a specific skill set and others are more broad.

#### **Trunk or Treat - Michelle Alessandro - October**

Trunk or Treat is a halloween alternative for any aged minor from the community to come onto campus in the BCC parking lot and receive treats from Malone employees and students who have decorated their car in a theme.

#### **Various Athletic Camps, Clinics, Shootouts, Showcases - TANYA HOCKMAN & DAVID GRAMLICH - Year Round**

The athletic department hosts various athletic camps, clinics, shootouts and showcases throughout the year. This involves minors of all ages.

#### **America Reads - Jen Vannest - September - April**

Associated Students Community Affairs Office and local school districts work together to implement UCSB's response to the national America Reads America Counts challenge. America Reads America Counts (AR/AC) is funded through Federal Work Study and trains 35 UCSB students to be tutors in elementary schools. Each tutor is expected to encourage students in the subject areas of Reading and Mathematics, and support children in their school development. Tutors work directly with kindergarten through sixth grade students to improve their reading and math proficiency skills. Tutors perform one-on-one work with individual students, group work, or class activities.

#### **Camps and Conferences who use facilities - Cindy Lundin - May-August**