



ALMA COLLEGE

Policy on Alma College Programs Involving Minors

Policy Statement

Alma College is committed to providing a safe environment for minors and is committed to the safety of minors. The campus interacts with minors annually through a multitude of diverse programs. This policy is an attempt to increase the safety of minors by introducing consistent, high-level risk management practices for all campus programs.

Campus offices that supervise activities involving minors will abide by the principles and procedures described below. Minors will be treated respectfully at all times, regardless of their actions or behavior. No adult associated with a campus activity involving minors may use physical punishment to manage a minor's behavior. **Physical or sexual abuse of minors will not be tolerated.**

Employees accused of engaging in physical or sexual abuse of minors may be placed on administrative leave pending completion of an investigation. Other interim remedies may also be put in place. Employees will be entitled to a fair investigation under applicable college policies. If the investigation concludes that the employees engaged in physical or sexual abuse, the employees will be subject to disciplinary action up to and including dismissal. In addition, the campus will report allegations of physical or sexual abuse of minors to authorities as required by law. **Employees should be aware that physical or sexual abuse of minors falls outside the course and scope of their employment, meaning the employees will not be entitled to defense and indemnification by the college in the event they are sued or criminally prosecuted.**

Volunteers accused of engaging in physical or sexual abuse of minors will be removed immediately from the activity involving minors, and their alleged behavior will be referred to appropriate agencies for investigation. **Volunteers who engage in physical or sexual abuse of minors will not be entitled to defense and indemnification by the college in the event they are sued or criminally prosecuted**

Scope of Policy

Although most of this policy applies specifically to those who work with or around minors in campus-run activities, all employees have certain reporting responsibilities. To emphasize the importance of safety in campus activities involving minors – and by extension, to protect the college – this policy addresses risks involving minors in a comprehensive fashion.

Programs involving minors are encouraged to exceed the practices described in this policy whenever possible, and to create internal policies and practices for their activities not specifically addressed here. Additionally, all other campus policies are still in effect during the execution of activities covered by this policy.

Procedures

SUPERVISION OF ACTIVITIES INVOLVING MINORS

At a minimum, activities involving minors will follow the “rule of three,” i.e. at least three people will be involved in all aspects of the activity. Although two minors and one adult is an acceptable combination, the campus prefers that at least two adults be involved, with one of the adults being a campus employee.

No private or secluded face-to-face interactions between one adult and one minor are permitted. The campus permits one-on-one, face-to-face interactions between an adult and a minor only when the interaction is conducted:

- In plain sight of passersby or witnesses, such as at a dining hall or café, or
- In an office or other unlocked space with (1) doors and windows open and (2) in a building open to the public at the time of the interaction.

In addition, adults involved in one-on-one, face-to-face interactions with a minor should:

- Inform in advance at least one other adult connected with the activity (preferably the adult’s supervisor) that the adult will be alone with a minor.
- Limit physical contact with the minor to handshakes, high-fives, or pats on the shoulder.
- Immediately document any unusual incident, including but not limited to behavioral problems, injuries, or any interactions that might be misinterpreted.

Note: Meetings with full-time enrolled Alma College students related to their academic program or authorized campus business are exempt from this requirement, although reasonable caution is encouraged.

VOLUNTEERS

Before a volunteer is allowed to participate in a campus activity involving minors, the volunteer must undergo a background check through the Human Resources office, if identified in the Alma College Volunteer Policy. The background check must be completed and in good standing, before the volunteer can begin their volunteer work.

Prior to participating in a campus activity involving minors, volunteers and supervisors should see the Volunteers policy for more information.

HEALTH ISSUES

For Minors Involved in the Activity

Departments supervising activities involving minors will distribute both a Waiver of Liability and a participant health/medical form to parents/guardians prior to the minor’s participation in the activity. Minors may not participate in the activity until the parent/guardian completes and signs the forms.

The parent(s)/legal guardian(s) of the participant(s) are required to disclose their intention to bring medications to the Program, especially to treat potentially life-threatening conditions (i.e.

inhalers, EPI-pens, insulin injections). Upon arrival to the Program, parent(s)/legal guardian(s) should plan to meet with a staff member at registration to review medication issues for the participant and complete additional required paperwork if not completed prior to arrival.

All medications (prescription and over-the-counter) must be stored in the original product packaging and clearly labeled with the participant's name. Prescription medication(s) must also include a label with the medication's name and dosage instructions, as well as the prescribing physician's name and telephone number. All medications will be kept in a securely locked cabinet used exclusively for storage of medications. Medications that require refrigeration will be stored and locked in a refrigerator designated for medications ONLY. Access to all medications will be limited to approved personnel. The need for emergency medication may require that a participant carry the medication on his/her person or that it be easily accessed (i.e. inhalers, EPI-pens, insulin injections). Alma College staff will NOT purchase medications of any type (prescription or over-the-counter) for the participants of any age.

If professional medical staff are on-site, then the medical staff may administer over the counter medications (e.g., ibuprofen or Tylenol) supplied by the parent(s)/guardian(s) per package instructions. Medical staff may monitor the self-administration of medications, if necessary, upon written consent of the parent(s) and/or legal guardian(s) and/or physician orders. If there are no medical staff on-site, Alma College faculty and staff will not dispense medications, but may monitor the self-administration of certain medications if necessary, ONLY upon written consent of the parent(s)/legal guardian(s) and /or physician's orders.

It is NOT permissible for a participant to share any medications with any other participants.

It is the responsibility of the parent(s)/legal guardian(s) to be sure that the participant's medications brought with them are not left behind at the end of the event. Failure to do so will result in the medications being destroyed within three working days after the participant's last day. Absolutely no medications will be returned via mail regardless of circumstance.

Adults in charge of activities that involve travel or overnight stays will take a copy of the consent and medical forms with them in case of injury.

If a completed Authorization to Consent to Treatment of Minor form is never needed to obtain medical treatment for a minor, the campus department will destroy it at the conclusion of the activity or program involving the minor. If the completed Authorization to Consent to Treatment of Minor form is needed to obtain medical treatment for a minor, it will be retained for six years or until the minor's twentieth birthday, whichever is longer.

Regardless of whether the activity had to rely on them, Waiver of Liability forms will be retained for three years beyond the last date of the activity or until the minor's twentieth birthday, whichever is longer.

Authorization to Consent to Treatment of Minor forms and waiver forms may both be preserved electronically after the activity ends, although if the department had to rely on the form, it must retain the original.

NON-ALMA COLLEGE ORGANIZATIONS BRINGING MINORS TO CAMPUS FOR EXTENDED VISITS

Contracts with non-college organizations bringing minors onto campus for an overnight stay or for consecutive-day (or longer) visits must include the following provisions:

- Confirmation from the organization that at least one employee (or, if there are no employees, the lead contractor or supervisor) providing direct, on-site supervision of the activity qualifies as a mandated reporter under CANRA and has signed a Statement Acknowledging Requirement to Report Child Abuse.
- A link to (or copy of) this policy and a strong recommendation that the organization abide by the requirements contained herein, along with a notification that failure to abide by this policy may constitute grounds for termination of the activity.
- An indemnification clause in which the organization agrees to indemnify Alma College for claims, lawsuits, or other actions that arise as a result of the organization's use of campus facilities. Standard language reads as follows:

[ORGANIZATION] shall defend, indemnify and hold Alma College, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of [ORGANIZATION], its officers, agents or employees.

- General Liability insurance with limits of at least \$1 million per occurrence.
 - Sexual Misconduct (also known as Abuse and Molestation) liability insurance with limits of at least \$1 million per occurrence and \$5 million aggregate.

DAYCARE OR BABYSITTING SERVICES

A Headstart program is run and operated by EightCap, on Alma College's campus, and it's governed by Michigan state licensing and policies. They will continue to operate under those policies and regulations. This program is not owned or operated by Alma College, but students may assist with programming for those children.

Other daycare or babysitting services on campus would be at the expense and the responsibility of the parent to arrange.

The campus will not permit daycare or babysitting services except those provided by the education department as part of its mission, and by vendors who comply with state licensing requirements and can demonstrate a record of safety.

If parents are present and responsible for their children at an event, additional child care

assistance may be provided.

COMMUNICATING WITH PARENTS/GUARDIANS

Prior to enrollment, activities involving minors will provide parents/guardians with a written document explaining the activity's policies. Prior to making any public use of a minor's image, campus departments will obtain a signed Photo and Video Release Form from the minors' parent/guardian.

If an incident of any kind occurs between two minors during the course of an activity, the parents/guardians of all those involved should be immediately contacted, incidents should be reported, if applicable, and interim remedies may also be put in place.

REPORTING CHILD ABUSE, NEGLECT, AND PROBLEM BEHAVIORS

Please note that the definition of mandated reporter and reporting listed below is separate from that which is listed in the Alma College Civil Rights and Title IX institutional policy. Please consider both individually, in their entirety, and keep in mind that there may be a requirement to report in both areas.

Everyone in the campus community is required to immediately report suspected child abuse or neglect to local authorities as required by law. Michigan Child Protection Law requires certain professionals to report their suspicions of child abuse or neglect to Children's Protective Services (CPS) at the Department of Human Services (DHS). These people are mandated reporters and have established relationships with children based on their profession (counselors, teachers, psychologists, law enforcement officers, therapists, clergy, child care providers, school administrators, etc.) Some student staff are also considered mandated reporters by Alma College including, students working for Headstart and after school programs, resident assistants, first year guides, and camp counselors. All reports of a sexual abuse of a minor, must be reported to Alma College's Title IX/Civil Rights Coordinator, so that a report can be filed with United Educators, as required by Alma College's insurance.

A guide for state mandated reporters and an outline of how to make a report of suspected child abuse/neglect can be found here: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_44443---,00.html

MONITORING COMPLIANCE WITH THIS POLICY

Supervisors of activities involving minors have primary responsibility for monitoring compliance with this policy. Supervisors will make sure employees and volunteers in activities involving minors have the necessary training to carry out their responsibilities and have no history of child abuse, child neglect, or other behavior that might result in harm to minors in the activity.

Supervisors will periodically observe activities involving minors to ensure the activities are managed in accordance with this policy and with any additional local policies. Supervisors are encouraged to speak directly with minors and parents/guardians and to further investigate signs or expressions of unhappiness or dissatisfaction. Supervisors will keep a written record of any

incidents that occur. The written record of incidents must be filed with Alma College's Title IX/Civil Rights Coordinator.

EXCEPTION PROCESS

The campus recognizes that activities involving minors vary greatly in their size, scope, and available resources, and that this policy may impose administrative burdens that are difficult for campus units to follow. If a department in charge of an activity involving minors feels it cannot comply with an aspect of this policy, it may suggest an alternate safety plan to the President's Cabinet through their sector's Vice President. If they determine that the alternate safety plan is not acceptable, it will work with the department on formulating another solution. If no satisfactory solution is identified, the department is required to follow this policy as written.

Glossary

Activity Involving Minors: For purposes of this policy, a program, event, or performance that is supervised by a campus unit and puts adults and minors in direct, personal contact. Does not include regularly scheduled classes.

Adult: Any human being 18 years of age or older.

Bullying: Unwanted offensive and malicious behavior which undermines an individual or group through persistently negative attacks. There is typically an element of vindictiveness and the behavior is calculated to undermine, patronize, humiliate, intimidate, or demean the recipient.

Child: Any human being under the age of 18.

Child Abuse: Any conduct defined as “child abuse” in the Mandated Reporters’ Resource Guide found at https://www.michigan.gov/documents/dhs/Pub-112_179456_7.pdf

Mandated Reporter: A person employed by the college and required to report as outlined in the Mandated Reporters’ Resource Guide found at https://www.michigan.gov/documents/dhs/Pub-112_179456_7.pdf

Minor: Any human being under the age of 18.

Neglect: The negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person.

Physical Abuse: The willful harming or injuring of a child or the endangering of the person or health of a child. Physical abuse includes unlawful corporal punishment or injury and non-accidental physical injury.

Physical Injury: Bodily harm, such as cuts, bruises, scratches, or broken bones, suffered by an individual.

Sexual Abuse or Exploitation: For purposes of this policy, any type of sexual activity involving a child.

Unlawful Corporal Punishment: A situation where a person willfully inflicts upon a child any cruel or inhuman physical pain or injury resulting in a traumatic condition. It does not include force reasonable and necessary for a person to quell a disturbance threatening physical injury to a person or damage to property, for purposes of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the child. It also does not include an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer.

Volunteer: A person rendering services to the college where (1) the college has control and direct supervisory responsibility over the manner and result of the services rendered and (2) the college provides no remuneration for such services other than meals, transportation, lodging, or reimbursement for incidental expenses.

Willful Endangerment: A situation in which a person responsible for a child's welfare either (1) willfully inflicts unjustifiable physical pain or mental suffering on a child; (2) willfully causes or permits a child to suffer unjustifiable physical pain or mental suffering; (3) causes or permits a child in his or her care or custody to be injured; or (4) causes or permits a child in his or her custody to be placed in a dangerous situation.

Appendix A: On-Campus Overnight Student Agreement Form

Student Name: _____ Cell Phone: _____

In consideration of Alma College allowing me to participate in an overnight visit on _____ hereinafter called the “Activity,” I understand and agree to the following:

Standards of Conduct: While participating in an organized stay at Alma College, I remain subject to the College Regulation and Student Code of Conduct, as outlined in the most recent Alma College Student Life Handbook. In addition, I agree to respect local ordinances and any additional rules and standards deemed necessary by any Alma College representative. Use of alcohol, use of illegal drugs, or other behaviors disruptive to the well-being of others will not be tolerated.

Risks: Although all efforts will be made to protect my safety and well-being during my visit, I understand that Alma College, its Board of Trustees, officers, employees, agents, or other persons or entities acting on their behalf, hereinafter referred to collectively as “Alma College” are not responsible for my well-being during the time traveling to and/or staying overnight during the visit.

I understand that Alma College is not responsible for any loss of, or injury to, persons or property in the course of this Activity, or for other events beyond their control. I agree to release Alma College from all claims arising from the above.

Indemnification and Hold Harmless: I hereby indemnify and hold Alma College harmless against any and all claims, demands, and causes of action of any person who suffers injury, disability, death, or other harm, to person or property or both, as a result of my participation in and/or presence at the Activity.

Emergency Information: I authorize an Alma College representative to communicate with the emergency contact person(s) listed below to discuss any concerns related to this Activity.

Emergency Contact Name: _____ Relationship: _____ Phone: _____

Emergency Contact Name: _____ Relationship: _____ Phone: _____

My signature indicates my understanding of, and agreement to, the statements above. I certify that the information I have provided is accurate to the best of my knowledge.

Student Signature: _____ **Date:** _____

Parent Signature: _____ **Date:** _____

Appendix B: Athletics Hosting Agreement



HOSTING AGREEMENT

Alma College wants all recruiting visits to provide a meaningful framework for a prospective student-athlete (PSA) to make an informed decision about his/her attendance at Alma College and participation in the athletics program. Your role as a student host is very important in the recruiting process for our athletic teams. You have the responsibility for the safety and well-being of the PSA and for understanding and abiding by NCAA and Alma College regulations. Please carefully review the following hosting rules:

1. Only one student-athlete per day from our institution can serve as an official host for each PSA. Other students may assist with hosting the PSA but shall pay for their own entertainment and meals.
2. All student athlete hosts must undergo and complete an Alma College background check before being approved as a host. Please see the background check policy for more information.
3. A maximum of **\$40** for each day of the visit may be provided to cover all actual costs of entertaining yourself and the PSA (and the PSA's parents, legal guardians or spouse), excluding the cost of meals and admission to campus athletic events. These funds may not be used for the purchase of souvenirs such as t-shirts or other institutional mementos. It is permissible for you to receive an additional **\$20** per day for each additional PSA you entertain.
4. You are responsible for assuring that activities/entertainment for the PSA are appropriate.

Examples of Appropriate Activities:

- Taking the PSA out for a snack
- Taking the PSA to the movies
- Taking the PSA to an on-campus athletic or student event
- Taking the PSA to an on- or off-campus party affiliated with Alma College
- Taking the PSA to engage in recreational activities (e.g., swimming, bowling, etc.)
- Taking the PSA to nearby shopping

Examples of Inappropriate Activities:

- Attendance at adult entertainment facilities
- Excessive meals and transportation
- Provision of alcohol to and/or consumption of alcohol by under-aged students or PSA
- Provision of excessive transportation, such as limousines
- Use of escort services, exotic dancers or any other similar services

- Participation in any unethical or illegal activity that violates criminal law or NCAA rules such as provision and/or use of drugs or participation in gambling activities
 - Activities at any location that may cause a perception of impropriety
5. You are responsible for assuring that you and the PSA conduct yourselves consistently with all Alma College student conduct rules. Alma College will not tolerate sexual harassment or sexual misconduct by or against any PSA.
 6. No cash may be given to the visiting PSA or to anyone accompanying the PSA.
 7. You may not use vehicles provided or arranged for by any coach, college staff member or booster of the college. Never allow the PSA to use or drive your car.
 8. You may not transport the PSA or anyone accompanying the PSA more than 30 miles from the campus.
 9. You should not allow recruiting conversations to occur on or off campus between the PSA and a booster of the athletics program. (If an unplanned meeting occurs, only an exchange of greetings is permissible.)
 10. You may receive complimentary admission when accompanying a PSA to a campus athletic event.

These rules have been established to assure that each prospective student athlete’s visit to our campus is a quality one. Your compliance with these rules is absolutely necessary and greatly appreciated. Incidents contrary to these rules may result in the college declining to admit or grant financial aid to a PSA and may result in discipline to you, up to and including dismissal from the team.

I understand and agree to abide by the rules for hosting prospective student-athlete
 _____(PSA name) on _____(Date(s)).

 Host Name (Print)

 Head Coach Name (Print)

 Host Signature

 Head Coach Signature

 Date

 Date

Appendix C: Emergency Medical Form and Liability Releases

Emergency Medical Information Form (Complete ALL Information)

Name _____ Birthday: _____

Camp: _____

Parent/Guardian Names: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____

Blood Type (if known): _____ Medication(s) _____

Date of Last Tetanus Shot: _____

(OTC and Prescribed): _____

Drug Allergies: _____

Other Allergies: _____

Specific Medical Conditions/Problems (i.e. Diabetes, Epilepsy): _____

Do You Wear Contact Lenses?

Yes

No

Doctor's Name: _____ Phone: _____

Medical Insurance Company: _____

Insurance Policy Number: _____

In case of an emergency, please contact the following:

Name: _____ Phone: _____

Relationship to You: _____ Other Phone: _____

Name: _____ Phone: _____

Relationship to You: _____ Other Phone: _____

If I am reported or thought to be missing, please contact the following:

Same As Above

Name: _____ Phone: _____

Relationship to You: _____ Other Phone: _____

RISK AND RESPONSIBILITY: I represent and warrant that I am the Parent/Guardian of the child/participant. I hereby acknowledge that I have freely and voluntarily chosen to enroll my child a camp(s) at Alma College. In consideration for my child's being permitted to participate in the camp at Alma College and other valuable consideration, I hereby execute this Release of Liability with the intent to bind myself, my spouse (if applicable), my heirs, assigns and legal representatives. I further represent that I am eighteen (18) years of age or older and competent to sign this affirmation and release. I fully understand and agree that there may be certain aspects of the camp that could be physically demanding and that my child faces risks of accidental or other physical and/or emotional injury by participating in the camp. These risks may include, but are not limited to, (1) loss or damage to personal property, and (2) injury or fatality due to (a) use of electrical equipment, such as computers, and (b) walking, running, jumping, or other physical activity, or inclement weather and conditions, which may cause slips and falls. I understand these and other inherent risks and assume and accept all risks associated with my child's participation in the camp. I further represent that my child is in good physical condition, and does not possess, nor am I aware of, any physical or mental disabilities that will limit their ability to participate in the camp. I understand Alma College is not responsible for any medical or other costs associated with an injury sustained by my child.

MEDIA: I consent and authorize Alma College to use, reproduce, distribute, and/or display my child's likeness or image from any video or photograph taken at camp for advertising, publicity, and/or other publications. I agree that such images of my child are Alma College's sole property and waive any right to inspect or approve same, or receive compensation for same.

TRANSPORTATION: I understand and agree that on some occasions, transportation may be arranged via Alma College staff. Please refer to the Vehicle and Driver Safety Policy found here <https://www.alma.edu/live/files/3678-vehicle-and-driver-authorization-policypdf>

STANDARDS OF CONDUCT: While participating in an Alma College camp, whether on or off campus, I remain subject to the College Regulation and Student Code of Conduct, as outlined in the most recent Alma College Student Life Handbook. In addition, I agree to respect local ordinance and any additional rules and standards deemed necessary by any Alma College representative. Use of alcohol, use of illegal drugs, or other behaviors disruptive to the well-being of others will not be tolerated.

BY SIGNING BELOW, I AGREE THAT A CAMP SHALL BE UNDERTAKEN BY MY CHILD AT THEIR OWN RISK AND THAT NEITHER ALMA COLLEGE, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS NOR ASSIGNS SHALL BE LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHATSOEVER THAT MAY ARISE OUT OF OR HAVE A CONNECTION WITH MY CHILD'S PARTICIPATION IN THE CAMP, WHETHER FROM NEGLIGENCE ON THEIR PART, OR THE PART OF ALMA COLLEGE OR ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS OR ASSIGNS, AND I DO HEREBY AGREE TO FOREVER RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND DEFEND ALMA COLLEGE, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND ASSIGNS FOR ANY INJURIES DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO MY CHILD'S PARTICIPATION IN A CAMP.

Parent/Guardian Signature _____

Parent/Guardian Print Name _____

Date _____