Minors on Campus Policy

POLICY STATEMENT
The purpose of this policy is to protect non-student minors who are participating in Augusta University-sponsored programs, or in programs operated by outside entities that are held in University facilities.

Augusta University offers a variety of athletic camps, science camps, clinics, after-school programs, enrichment classes and activities which bring non-student minors on to campus. These activities are more abundant during the summer when school is not in session. These programs and activities are of great educational value and serve to benefit both the institution and the larger community. These programs and activities provide institutions with the opportunity to challenge, educate and mentor young people and to introduce them to their campus in a positive and meaningful way.

The safety and well-being of these visitors to our campus is of the highest concern. Augusta University is committed to best practices that will provide a safe and healthy environment for all who participate, volunteer or work in these activities. This policy will require institutions with programs serving minors to implement controls designed to enhance the protection of minors.

AFFECTED STAKEHOLDERS
Indicate all entities and persons within the Enterprise that are affected by this policy:
☒ Alumni ☒ Faculty ☒ Graduate Students ☒ Health Professional Students
☒ Staff ☒ Undergraduate Students ☐ Vendors/Contractors ☐ Visitors
☐ Other: Include any other stakeholders not listed above.

DEFINITIONS
• Authorized Adult – Individual(s), paid or unpaid, who is (are) authorized to supervise or regularly chaperone minors. An authorized adult must be at least eighteen (18) years of age.
• Background Check Report – A report that includes criminal history, sex offender registry and/or child abuse/neglect database records in accordance with the University System of Georgia (http://www.usg.edu/hr/manual/background_investigation) and Augusta University’s Employment Procedures Policy (https://augusta.policystart.com/dotNet/documents/?docid=695&public=true).
• Minor – For the purpose of this policy, a person under the age of eighteen (18) who is not enrolled as a student at Augusta University.
• One-on-one Contact – Direct Interaction between any Authorized Adult or individual and a minor without at least one other Authorized Adult, parent or legal guardian present.
• Outside Entity / External Agency – Non-affiliated third-party organizations or agencies that utilize Augusta University facilities or space to host programs or activities where the minors participating in the program are supervised by non-affiliated Authorized Adults.
• Programs – Programs and activities offered by any unit (e.g., academic, administrative or athletic) of the University, or by non-University groups using University Facilities.
• Sponsoring Unit – Any unit of the University that offers a program or gives approval for the use of University facilities.
• University-sponsored Program – A program or activity operated by an affiliated Augusta University Department or Augusta University student organization where the minors participating in the program are supervised by Augusta University Authorized Adults.

PROCESS & PROCEDURES
Sponsoring units operating a program involving non-student minors must operate the program in accordance with the following guidelines:

1. All Authorized Adults must make all reasonable efforts to remove minors from dangerous or potentially dangerous situations, irrespective of any other limitation or requirement.

2. Programs and activities involving minors on campus must be registered with the university through the Office of Compliance & Enterprise Risk Management. On-going programs must register annually.

3. All Authorized Adults must have a completed Background Check and complete “Minors on Campus Training” before they begin working with minors at Augusta University. The training shall address mandatory reporting requirements, responsibilities and expectations, relevant institutional policies, safety and security procedures, and Staff Code of Conduct.

4. Background Checks shall be conducted in accordance with the University System of Georgia (http://www.usg.edu/hr/manual/background_investigation) and August University’s Office of Human Resources Background Check Policy (https://augusta.policytech.com/dotNet/documents/?docid=695&public=true). Further, individuals volunteering or employed in licensed child care programs shall undergo a criminal background check as mandated by the Georgia Department of Early Care and Learning and applicable state laws and federal laws.

5. Non-affiliated third-party organizations or agencies that utilize Augusta University facilities or space to host programs or activities involving minors must comply with Augusta University’s Facility Use Procedures Involving Minors. The Facility Use Agreement must contain the following:
   a. Certification that background investigations have been performed by a qualified vendor.
   b. Certification that all personnel have been trained regarding appropriate interaction with minors.
   c. Documentation of appropriate insurance coverage for the sponsored event.

6. All Authorized Adults and stakeholders must abide by the Minors on Campus Policy Code of Conduct (Attachment A) and the Programs and Activities Serving Minors Checklist (Attachment B).

7. Sponsoring Units must properly consider and complete the Programs and Activities Serving Minors Checklist (Attachment B).

REFERENCES & SUPPORTING DOCUMENTS
Minors on campus policy code of conduct document attached.
Augusta University Blank Lease Agreement document, attached.
Programs and Activities Serving Minors Checklist document, attached.
RELATED POLICIES
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APPROVED BY:
President, Augusta University and CEO, AU Health System

Date: 05/22/2017
MINORS ON CAMPUS POLICY CODE OF CONDUCT

1. Authorized Adults participating in programs and activities covered by this policy must not:
   a. Have contact with minors in seclusion: when feasible, there should be two or more Authorized Adults present during activities when minors are present.
   b. Enter a minor's room, bathroom facility, or similar area when that minor is staying overnight in University housing without another Authorized Adult in attendance, except under emergency circumstances.
   c. Share accommodations with minors with the exception of minors' parents or guardians sharing accommodations with their own children.
   d. Engage in abusive conduct of any kind toward, or in the presence of a minor.
   e. Strike, hit, administer corporal punishment to, or touch in an inappropriate or illegal manner any minor.
   f. Pick up minors from or drop off minors at any location, other than the driver's child, except as specifically authorized in writing by the minor's parent or legal guardian.
   g. Provide alcohol or illegal drugs to any minor. Authorized Adults also must not provide prescription drugs or any medication to a minor unless specifically authorized in writing by the parent or legal guardian as being required for the minor's care or the minor's emergency treatment.
   h. Expose minors to sexually explicit materials, such as pornography.

2. All Authorized Adults must report child abuse and neglect to the Georgia Division of Family and Children Services (DFCS) Child Protective Center by calling 1-855-GACHILD (1-855-422-4453). Reports are taken 24 hours a day, 7 days a week. Any Authorized Adult or Program Staff or other Mandatory Reporter under Georgia law who has reasonable cause to believe that suspected child abuse has occurred, shall immediately report the suspected abuse to the Augusta University Police and the appropriate supervisor or Program Administrator who is able to take immediate action. (The USG further expects that any other USG employee, whether a Mandatory Reporter or not, will also appropriately report suspected child abuse.) Augusta University 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.

3. If an allegation of inappropriate conduct is/has been made against an Authorized Adult, the individual shall be restricted from any further participation in the program until Augusta University receives notice that such allegation has been satisfactorily resolved.
4. Augusta University employees who violate this policy may be subject to discipline, up to and including termination from employment. Other individuals, e.g., authorized adults who are paid or unpaid, who violate this policy may be restricted or banned from participating in other Augusta University programs.

5. The University will not retaliate against any individual who reports a reasonable belief that a minor has been abused or neglected.

6. All Authorized Adults are required to complete annual training on the conduct requirements of this policy, on protecting participants from abuse and neglect, and on appropriate reporting of incidents of improper conduct regarding minors.
Programs and Activities Serving Minors Checklist

All programs and activities (1) offered by departments or units of Augusta University (University) at a University Facility or sponsored by the University at other locations, (2) offered by the University’s student organizations at a University Facility or sponsored by University student organizations at other locations; (3) offered by Third Parties utilizing a University Facility; and/or (4) Involving a Minor that is participating in research, viewing research, or other Program/Activity in a University Facility, must comply with the Policy for Programs and Activities Serving Minors. The following checklist is meant to guide you in ensuring Program/Activity compliance; however, the checklist is not exhaustive and may not include considerations unique to your Program/Activity that will require additional action.

Program/Activity: ____________________________________________________________

Dates: __________________________

<table>
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<tr>
<th>Checklist</th>
<th>Notes</th>
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<tr>
<td>Identify the Program/Activity Administrator. This is the person primarily</td>
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<td>responsible for the management, oversight, and implementation of a</td>
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<td>Program/Activity for minors.</td>
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<td>Ensure that the University Vice President, Dean, or Director has</td>
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<td>considered and approved the Program/Activity. To obtain approval,</td>
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<td>Program/Activity Administrators should demonstrate the following</td>
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<td>considerations have been addressed:</td>
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<td>A) Alignment with the University’s mission;</td>
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<td>B) Program/Activity materials;</td>
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<td>C) Participant forms;</td>
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<td>D) Appropriate supervision ratios;</td>
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<td>E) Transportation;</td>
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<td>F) Housing; and</td>
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<td>G) Auxiliary and Food Service arrangements.</td>
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<td>Ensure you have the necessary Program/Activity materials including the:</td>
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<td>A) Itinerary;</td>
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<td>B) Program/Activity Staff Code of Conduct;</td>
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<tr>
<td>C) Safety and security protocols;</td>
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<tr>
<td>D) Protocols for responding to misconduct;</td>
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<tr>
<td>E) Training for Program/Activity Staff; and</td>
<td></td>
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<tr>
<td>F) Rules and guidelines specific to the Program/Activity, if applicable.</td>
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Ensure you have the necessary participant forms including:

- A) Participation Agreement and Waiver;
- B) Photo and Media Release;
- C) Medical Information Form and Authorization for Medical Care;
- D) Authorization to Administer Medication;
- E) Participant Code of Conduct;
- F) Pick Up Authorization; and
- G) Additional forms, if needed (i.e. transportation release, sports physical).

Sample forms are available at www._________________.

Register the Program/Activity with the Minors on Campus Inventory, available at: _____________________.

Identify all Program/Activity Staff. Program/Activity Staff include staff, volunteers and students, who are either paid or unpaid, and interact with, supervise, chaperone, mentor, or otherwise, oversee minors in Programs/Activities.

Complete background checks for all Program/Activity Staff working with minors in accordance with the Human Resources Administrative Practice Manual (HRAP).

Ensure that an appropriate ratio of Program/Activity Staff to minor participants is met. See the American Camp Association (ACA) Supervision Ratio Standards.

Ensure that all Program/Activity Staff:

- A) Complete the Program/Activity Staff Code of Conduct;
- B) Understand the proper use of leave time; and
- C) Complete the Volunteer Agreement, if applicable.

Provide appropriate training to all Program/Activity Staff, including but not limited to training on:

- A) Mandatory reporting requirements;
- B) Non-Discrimination and Anti-Harassment;
- C) Safety and security protocols;
- D) Participant and Program/Activity Staff Codes of Conduct;
- E) Reporting misconduct;
- F) Reporting injuries or illness; and
- G) Any Program/Activity-specific training.

Inspect the Program/Activity facilities and make any necessary facilities reservations.
| Ensure appropriate transportation arrangements are made, including making reservations with the University’s Vehicle Reservation System. Vehicle use must comply with University policies, including the Policy on Motor Vehicle Use for Volunteers. |
| Prepare and review safety and security plans, to include campus emergency response and notification plans, evacuation plans, emergency reporting requirements, and first aid guidelines. |
| Prepare alternative plans for outdoor activities in the event of inclement weather. |
| Prepare and review response protocols for injuries and illness. |
| For overnight Programs/Activities: |
| A) Ensure appropriate housing arrangements are made, including separation by age and gender; |
| B) Establish appropriate curfews; |
| C) Identify all means of ingress/egress; |
| D) Establish guest visitation protocols; and |
| E) Establish a night patrol and/or room checks. |
| Provide parents/guardians and participants with Program/Activity Information including any rules and guidelines specific to the Program/Activity. |
| Ensure that parents/guardians complete the necessary participant forms. |
| Review participants’ completed forms for any special accommodations and coordinate with the Disability Resource Center or Equal Opportunity, as needed. |
| Ensure that, during the Program/Activity, the Program/Activity Administrator and the Sponsoring Unit each maintain a Program/Activity roster of all Program/Activity Staff and all participants, including and a copy of all participants’ forms. |
| Ensure proper record retention procedures, including: |
| A) Retaining participants’ documentation and forms for a period of three (3) years after the minor reaches the age of eighteen (18); and |
| B) Retaining all background check and screening documentation related to Program/Activity Staff for five (5) years for successful applicants and three (3) years for unsuccessful applicants. |
Complete any additional items as the Program/Activity Administrator or Sponsoring Unit deem necessary.

In case of an emergency, immediately call Augusta University Police at 2911.

Every member of the University community has an obligation under Georgia law to report any instances or suspected instances of the abuse or neglect of a minor. If you suspect child abuse, or simply have an idea or uneasy feeling about a possible abuse situation, immediately report to:

The Georgia Division of Family and Children Services (DFCS) Child Protective Center by calling 1-855-GACHILD (1-855-422-4453). Reports are taken 24 hours a day, 7 days a week.

Sample forms, information on training and additional information for Programs and Activities Serving Minors can be found at www.______________________________.
This agreement made and entered into this ___ day of ___, 2017, by and between the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, for and on behalf of Augusta University (hereinafter called "Owner") and

Renter

(Hereinafter called "Permit Holder"). Unless otherwise recited herein, it is understood and agreed that the Permit Holder named herein is the real party in interest as such Permit Holder and is not acting for or on behalf of any undisclosed principals. If it shall hereafter appear that the named Permit Holder is not the real party in interest or is acting for a previously undisclosed principal, that fact shall be grounds for the immediate cancellation of this agreement or any remaining portion thereof without liability on the part of the Owner. The balance of any fee for the rental shall be forfeited.

WITNESSETH THAT

WHEREAS, the Permit Holder desires to temporarily occupy and utilize certain of Owner's hereinafter described properties and facilities; and
WHEREAS, Owner is willing to allow Permit Holder to temporarily occupy and utilize said properties and facilities, but only upon the promises, covenants, and agreements hereinafter set forth;
NOW, THEREFORE, in consideration of the premises and their mutual promises, covenants and agreements hereinafter set forth, the parties agree as follows:

PREMISES INVOLVED

1. The premises covered by this temporary occupancy and use permit, or license, is ___________________________________________ located on the campus of Augusta University at __________________________., Augusta, GA 30904-2200.

TIME OF USE

2. The time during which the Permit Holder shall be permitted to occupy, use, and enjoy the above described premises shall be as follows:
CONSIDERATION

3. In consideration of Owner's willingness for the Permit Holder to occupy, use, and enjoy the premises as above indicated, the Permit Holder agrees to pay Owner the sum of $$$$.$$ per day to Augusta University on or before DATE. The guarantee deposit of $$$$.$$ shall be due and payable on or before DATE as forfeit in the event the Permit Holder is unable (Through no fault of the owner) to present the act or group named in this contract. Permit Holder may be responsible for additional charges after event for overtime hours accrued by Public Safety, Building Management, Environmental Services, Grounds, and Electrical departments if necessary.

USE

4. The permit given by these presents is for the purpose of **************************************** and none other.

RESPONSIBILITIES OF OWNER

5. Owner agrees to furnish all necessary lights, heat, and ordinary operating equipment as may be needed by Permit Holder, but Permit Holder shall furnish any and all of such extraordinary equipment as shall be an integral part of, or peculiar to, the use to be made of said space by Permit Holder, and shall pay for all extraordinary lights, heat, or water necessary to operate said equipment.

The Owner shall be responsible for all police and security functions on said Premises, and the Permit Holder shall reimburse the Owner for all related expenses incurred in the performance of this responsibility. The Permit is required as a condition of this agreement to confer well in advance of the use with the Owner who will in turn determine a police and security plan including a specification of the number and type of officers required. The Owner shall be empowered to take the steps necessary to insure full compliance by the Permit Holder with the provisions of this contract relating to the health, welfare, morals, and safety of the using public. In the performance of the police and security functions,
all duly empowered police and security officers shall be required and instructed by Owner to observe and enforce all applicable laws of the State of Georgia and the City of Augusta.

The Owner shall be responsible for all maintenance, set-up of Premises equipment, placement, clean-up, etc. The Permit Holder shall reimburse the Owner for expenses incurred beyond the normal work week or in the event that extraordinary measures are needed to perform this responsibility. Permit Holder shall provide Owner a list of set-up equipment and placement needs 14 days prior to event.

The Owner reserves the right, by and through its agents or employees, to remove any objectionable person or persons from the premises, and Permit Holder expressly waives any right to damages for such removal.

It is understood and agreed that in the event of any default or nonperformance hereunder or breach of the provisions of the contract by the Owner, the liability of the Owner therefore shall in any event be limited to the return to the Permit Holder of the fee paid to the Owner for the particular performance or period of times of which the Permit Holder is thereby deprived.

In the event that fire, wind storm, casualty, war, or other unforeseen circumstances shall result in damage to the Premises that shall render it impossible or impracticable for the Owner to perform its obligations hereunder; or if the intended performance shall be made impossible by strike, riot, or other cause without the control of the Owner, this agreement shall stand canceled, and the Owner shall not be liable to Permit Holder for any damages as a result of such cancellation.

It is understood and agreed that the Premises and the keys thereto shall be at all times under the charge and control of the manager of the Premises.

RESPONSIBILITIES OF PERMIT HOLDER

6. Permit Holder shall furnish all necessary stage hand, property men, and other labor essential to install, operate, service, and remove all equipment belonging to Permit Holder; or if such persons shall be procured by Owner, they shall nevertheless be employees of the Permit Holder and shall be paid by the Permit Holder.

The Permit Holder shall provide all necessary ushers, ticket sellers, and door-keepers required for the use of the premises by the Permit Holder.
If for any event it is determined necessary by the Owner that Premises operational personnel, such as, electricians are required to monitor electrical demand, such persons shall be considered as necessary employees of the Permit Holder for the event.

The Permit Holder agrees that every member connected with said concert, entertainment, or other purpose for which said Premises is rented shall abide by, conform to, and comply with all laws of the United States and the State of Georgia and that the rules and regulations of the Owner for the government and management of the said Premises together with all rules and regulations and requirements of the Police and Fire Department of the City of Augusta, and will not do, nor suffer to be done anything on said Premises during the term of this agreement in violation of any rules, laws, and regulations; and if the attention of said Permit Holder is called to such violation on the part of the said Permit Holder or any person employed by or admitted to the said Premises by the said Permit Holder, such Permit Holder will immediately desist from and correct such violations.

Permit Holder agrees that it will not in any way injure, damage, mar, or deface the building, furniture, fixtures, or equipment in or about said Premises and shall reimburse the Owner for any such damage or injury caused by it, its employees, agents, or other persons admitted to the premises by said Permit Holder, its agents, or employees.

Permit Holder agrees that no portion of the sidewalks, entries, passages, vestibules, halls, elevators, and all ways of access to public utilities of said buildings shall be obstructed by the Permit Holder or used for any purpose other than for ingress and egress to and from the doors, skylights, stairways, or openings that reflect or admit light into any place in the building, including hallways, corridors, and passageways; also radiators and house lighting attachments shall not be used for any purpose other than that for which they were constructed and no sweepings, rubbish, rags, insoluble papers, or other substances shall be thrown therein. Any damages resulting to them on account of misuse of any nature or character whatsoever shall be paid by the Permit Holder.

All property brought onto the Premises by the Permit Holder shall be at the risk of Permit Holder, and the Owner shall not be liable for any damages or injury to Permit Holder, its agents, or employees.

Permit Holder will determine that all exits are unlocked and access thereto are free from all obstructions at all times the Premises are occupied, all aisles are kept clear and no seating in the aisles permitted at any time, and all exit lights are burning at all times during occupancy. Temporary seating arrangements, when approved in writing by Owner, shall be in full compliance with respect to accepted standards of aisles and exit access.

In the event that the performance contemplated under this agreement is centered around the personal appearance of any "big name" box office personalities or star(s), Permit Holder agrees that no substitutions for such personalities or star(s) will be made without the written consent of the Owner.

Permit Holder agrees that it will not bring upon the Premises as a principal performer, lecturer, or demonstrator, any person of a questionable character or reputation whose appearance might cause embarrassment to the Owner as a public body because of such questionable character or reputation. If such person is brought or proposed to be brought upon said Premises, the Owner may in its sole
discretion cancel this lease or any remaining portion thereof without any liability on the part of said Owner. The balance of any fee for the rental shall be forfeited.

Permit Holder agrees that no beer, wine, or intoxicating liquor of any kind or character shall be sold, served, or consumed by Permit Holder, its agents, employees, or invites on said Premises. In addition, no tobacco product shall be consumed inside the Premises.

Permit Holder agrees that the adjacent parking area shall be operated and access to and from determined by Augusta State University Public Safety. No charge for admittance will be made to vehicles in the Premises parking areas.

If the Permit Holder or the act he represents desires to sell programs, posters, photographs, records, etc., they shall be handled by the following ways:

a. Sold by agent of the Permit Holder in location(s) of the Premises that do not conflict with the Owner's food concessions. Location(s) for Permit Holder to be determined by Owner.

b. Names, address, phone numbers and the type of item(s) being sold by outside vendor(s) shall be furnished to the Owner at the time the agreement is signed.

Permit Holder understands that the Owner will not be a sponsoring or supporting party to this event (unless otherwise agreed to in writing), and all posters and ticket advertising, verbal offerings, ticket sales, and other similar notifications on the part of the Permit Holder shall in no fashion whatsoever state or imply support or sponsorship by Owner. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation by the Owner. All deposits will be forfeited if the event is canceled for a violation of this provision.

**PROGRAMS INVOLVING MINORS**

Permit Holder agrees to comply with Owner’s Minors on Campus Policy by: 1) identifying whether the sponsored activity will involve minors and 2) certifying that all persons involved in the sponsored activity involving minors have received background checks by a qualified vendor, and have been trained regarding interaction and protection of minors.
NONASSIGNABILITY

7. The permit, use, and occupancy provided for hereunder shall not be assigned by Permit Holder to any other corporation, association, person, or entity whatsoever.

INDEMNIFICATION AND INSURANCE

8. Permit Holder agrees to indemnify and save Owner harmless from and against any and all liability or loss due to death or personal injury to any person or from theft of or damage to the property of either the Permit Holder or any other person or corporation arising from or out of Permit Holder’s temporary occupancy and use of the premises regardless of fault. Owner shall not be liable to Permit Holder for damages or otherwise for injury or loss suffered by any person arising from any defect in construction, maintenance, or operation of the premises. Permit Holder must provide documentation of insurance coverage related to its use and activities under this agreement.

It is further agreed by and between the parties as follows: Any incidents of drug use, alcohol use, uncontrollable crowds and any related incidents will result in no further contracts with your/ company.

IN WITNESS WHEREOF, the parties have caused this license agreement to be signed as of the day and year first mentioned above.

Reviewed by:

____________________________________
Date _________________________________
Title _________________________________

RENTER

BY: _________________________________
  (print name)

Representative,

Title or Office in Organization of Permit Holder

THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA FOR AND ON BEHALF OF AUGUSTA UNIVERSITY

BY: _________________________________
  (print name)