

**Policy # 54004** 

# YOUTH PROTECTION POLICY FOR CAMPS

**Effective Date:** April 1, 2012 **Responsible Office:** Contract Administration Name of the Division: Finance Revised Date: N/A

## I. PURPOSE/OBJECTIVE

This policy serves to protect all youth who participate in day camps or overnight camps from abuse and other forms of mistreatment. The University's first priority is to protect all youth who participate in camps on this campus. To maintain such an environment, the University has developed procedural and leadership policies for parents, leaders and employees. Online and print resources for Camp Programs on the campus can be found at (insert link to online <u>YPT program</u>).

## II. STATEMENT OF POLICIES

Grambling State University has adopted the following policies for the safety and well-being of all who participate in a program on campus. These policies are primarily for the protection of its youth camp members; however, they also serve to protect youth camp adults and leaders.

## A. Leadership

The Campus Clearinghouse Committee is responsible for ensuring that sufficient leadership is provided for all camps. The following minimum leadership per youth is required for all overnight camps and *recommended* for every day camp (these leaders must be at least 18 years of age or older):

Leader for 20 youth
Leaders for 40 youth
Leaders for 60 youth
Leaders for 80 youth
Leaders for 100 youth
(continue to add 1 leader per 20 youth)

## **B.** Insurance and Release of Liability Requirements for Camp Participants

All camp programs must purchase and provide proof of liability insurance prior to the beginning of the camp. All youth participants' parents and youth leader participants that are non-University employees (or students) must sign the Accident Waiver and Release of Liability Form in **Attachment A** prior to participating in any camp activities.

## C. One-on-one contact is Prohibited

One-on-one contact between adults and youth members is not permitted. In any situation that requires personal conferences, those meetings must be conducted in open view of other adults and youths.

#### **D. Separate Accommodations**

- 1. When having sleeping accommodations, no youth is permitted to sleep in the room of an adult other than his or her parent or guardian.
- 2. The event coordination SHALL have separate facilities for males and females.

#### **E. Respect Privacy**

- 1. Adult leaders must respect the privacy of youth members in situations such as changing clothes and taking showers at an event or camp, and intrude only to the extent that health and safety require.
- 2. Adults must protect their privacy in similar situations.

## F. Cameras, Imaging, and Digital Devices

While most youth and leaders use cameras and other imaging devices responsibly, it has become very easy to invade the privacy of individuals. However, it is illegal to use any device capable of recording or transmitting visual images in shower areas, restrooms, or other areas where privacy is expected by participants.

#### G. Secret Organizations are Prohibited

The University does not recognize any secret organizations as part of its programs on campus. All aspects of any program are open to observation by parents, leaders, and University personnel.

## H. Bullying is Prohibited

Verbal, physical, and cyber bullying are prohibited by youth and leadership. If a case of any youth camper or youth leader is found to be bullying, then he/she will be automatically terminated from the camp.

## I. Youth Leader Training

Adult leaders must monitor and guide the leadership techniques used by youth leaders and ensure that University policies are followed. If the Adult Leader is an employee of the University or student, then he/she must attend the University sponsored Youth Protection training program on campus prior to participating in any camp activities.

#### J. Constructive Discipline

Discipline used while participating in camp activities at the University should be constructive and reflect the values set forth by the University. *Corporal punishment is never permitted.* 

## K. Youth Camp Responsibilities

- 1. Everyone is expected to conduct themselves in accordance with the principles set forth in policies and procedures of the University located at <a href="http://gsunet/policies/">http://gsunet/policies/</a>.
- 2. Physical violence, theft, verbal insults, drugs, and alcohol has no place in the camp program and may result in immediate dismissal. In addition, the camper(s)/leader(s) involved in any of these types of actions will be prohibited from participating in any future camp program at the University.

#### L. Camp, Program, and or Group responsibilities

- 1. The Campus Clearinghouse Committee and the head of the Camp Program must verify that this policy is adhered to.
- 2. Adult Leaders are responsible for monitoring the behavior of youth campers and youth leaders, and must intercede when necessary.
- 3. Parents/Youth Camp Director of youth campers who misbehave shall be informed and, their assistance requested and intervention expected.
- 4. Any violations of the University's policies must immediately be reported to the Campus Clearinghouse Committee.

#### M. Security

## 1. Allegation Reporting Guidelines

All allegations of abuse or neglect must be reported to the Youth Camp Director and the Campus Clearinghouse Committee Chair immediately, and will be reported to the University Police department. All allegations of abuse or neglect will be taken seriously and must be handled in accordance with the University's policies, and Federal and State laws. Governor Jindal's Executive incorporated Order BJ 11-23 is herein by reference: http://www.doa.louisiana.gov/osr/other/bj11-23.htm. (This policy is intended to supplement Executive Order BJ 11-23 but does not supersede or circumvent such order.)

## 2. Investigation Guidelines

The Youth Camp Director and youth camp workers will cooperate with law enforcement, legal investigations, child protective services, and may conduct its own independent investigation **if** an allegation involves a youth in their group, and if such investigation does not interfere with other investigations.

- 3. Any Youth Camp Director or Camp Worker to whom a youth reports an incident of abuse or neglect is responsible for following these *Allegation Reporting Guidelines:* 
  - a. Listen attentively and stay calm. Acknowledge that it takes a lot of courage to report abuse or neglect. It is appropriate to listen and be encouraging. Do not express shock, horror or disbelief.
  - b. Assure privacy but not confidentiality. Explain that you will have to tell someone about the abuse/neglect to make it stop and to ensure that it does not happen to other youth. Care must be taken to protect the rights and reputation of both the victim and the accused during any ensuing investigation.
  - c. Get the facts, but do not interrogate. Ask the youth questions that establish what was done and who did it. Reassure the youth that s/he did the right thing in telling you. Avoid asking 'why questions.
  - d. **Be non-judgmental and reassure the youth.** Do not be critical of anything that has happened or anyone who may be involved. It is especially important not to blame or criticize the youth.

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e. **Record.** Keep a written record of the conversation with the youth, including the date and time of the conversation. Use the youth's words, and record only what has been told to you.

#### 4. Do Not Challenge the Alleged Offender

The adult to whom the youth has reported must not contact the alleged offender. In cases where the Youth Camp Worker or Camp Director notifies law enforcement and initiates an investigation, any interrogation must be left entirely to the investigating authorities. In cases of allegations of abuse or neglect which appear to rise to the level of a violation of state law, any adult against whom an allegation of abuse or neglect is made will be removed from involvement in the youth programs until the matter is resolved.

#### 5. Youth Camp Director Required Reporting Procedures

The Youth Camp Director is responsible for ensuring that the following steps are taken *immediately* following receipt of an allegation of abuse or neglect:

- a. Confirm that steps have been taken to ensure the safety and wellbeing of the youth.
- b. In those cases where the allegations made, might rise to the level of a violation of state law, report the allegations to law enforcement.
- c. Ensure the youth receives immediate support services.
- *d.* Offer the youth an independent, counselor (Student Counseling Services) to represent the interests of the youth.
- e. Contact the youth's parents or legal guardian.
- f. Remove alleged abuser from all contact with the alleged victim and other youth participating in the youth programs while investigations are conducted.
- g. Cooperate with any law enforcement investigation.

## N. Housing

The University's Department of Residential Life will assist in completing quality living arrangements at reasonable costs. The residential camp and conference calendar begins at the discretion of the Campus Clearinghouse Committee in conjunction with Residential Life. Beginning **January** of each year, Residential Life will start accepting requests for accommodations by a third party/organization or camps. Requests are on a first come first serve basis. (See the <u>Third Party-Organization Housing Reservations</u> procedure for complete details.)

- 1. **Participant Rosters** A roster with the first and last names of the campers and the youth camp workers staying overnight will need to be sent to the Residential Life Office no later than five (5) business days prior to group arrival. Changes to the name of the participants is fine as long as there is not a change in the number of participants or number of rooms needed (see sections on Confirmation). It will be the responsibility of the individual booking space to plan accordingly for "unplanned changes", "walk-ins" and "last minute changes."
- 2. **Confirmation** The total number of campers/youth camp workers must be confirmed with the Residential Life staff member a minimum of seven (7)

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business days before the conference check-in date. The sponsor, group or agency will be financially responsible for any additional charges generated due to errors or omissions in the scheduling information provided. A confirmation/reminder phone call will be made to the sponsor, group or agency approximately seven (7) days prior to the check-in date from a Residential Life Staff member for a guarantee group number.

- 3. **Duty Staff** Residential Life handles the issuance of keys and may have staff to assist in the check-in and check-out process of groups that stay with us, available upon request. However, it is the responsibility of the sponsor, group agency or organization to provide adequate staffing. Staffing should be responsible for handling many of the evening problems or necessary night time functions that come with supervising a housing area during evening hours. Part of the responsibility is to conduct rounds on each floor and in every building that is occupied by campers.
- 4. **Emergencies** There are times when an emergency may arise such as fire or injury. During these events, all campers/youth camp workers are required to comply with any and all requests of Residential Life staff, the University Police, Grambling Fire Department, any identified State or Federal law enforcement agency and/or any other University officials. Any conference guest who is belligerent, uncooperative, or violent will be removed from Residential Life facilities without refund.

## **III. DEFINITIONS**

## A. Adult Leader

An adult who is at least 18 years of age serving in a leadership capacity under the guidance of the Camp Director.

## B. Allegation

An accusation against another person. A charge of wrongdoing brought against a person; the act of assigning blame or guilt.

## C. Bullying

To be treated abusively. An aggressive behavior manifested by the use of force or coercion that will affect others.

## D. Cameras, imaging, digital and recording devices

This is any electronic media device that can take pictures or voice recordings including but not limited to video cameras, cell phones, cameras, iPods, tablets, tape recorders, etc.

## E. Camp Director

A Director is an adult that is a least 21 years of age and has direct responsibility for the camp.

## F. Corporal Punishment

A form of physical punishment (striking or hitting the offender with an implement) that involves the deliberate infliction of pain as retribution for an

offence, or for the purpose of disciplining or reforming a camper, or to deter attitudes or behavior deemed unacceptable.

## G. One on One Contact

No one adult shall be alone with any one youth. In any situation that requires personal conferences, those meetings must be conducted in open view of other adults and youths.

## H. Open View

An area where there is no reasonable expectation of privacy from visual intrusion or where two or more persons are plainly visible to the eye or in sight of someone else

## I. Secret organizations

Any organization or group that requires its members to conceal certain activities (such as rites of initiation or club ceremonies) from "outsiders".

## J. Support Services

This is provided by the University's Student Counseling Center and Heath Center. These services are located in Foster-Johnson Hall.

## K. Youth

Any person under the age of 18 years.

## L. Youth Leader

A youth leader is any person under the age of 18 years serving in a leadership capacity under the guidance of the Camp Director.

## M. Youth Leader training

A university program designed to provide youth members with leadership skills and experience they can use in their situations demanding leadership of Oneself and others.

#### ATTACHMENT A

## **OFFICE OF FINANCE & ADMINISTRATION**

#### ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Event Title: \_\_\_\_

\_\_ Date of Departure: \_\_\_\_\_

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY, and waive any claim for damages that may arise therefrom, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the sponsors of this activity or persons or entities being released herein, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability with or without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities in connection with said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or other loss of any kind which may hereafter occur to me, including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Grambling State University (GSU), the State of Louisiana, all State Departments, Agencies, Boards and Commissions, as well as their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) from any and all liability or claims made as a result of my participation in this activity, whether caused by the negligence of those released herein or otherwise.

I acknowledge that **GSU** and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

#### I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature	Date	Participant's Name	Age
(If under 18 years old, Parent or Guardian must also sign.)		(Please print legibly.)	-

 $\Box$  Yes  $\Box$  No - I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.