

UNIVERSITY OF HARTFORD

UNIVERSITY OF HARTFORD FACILITY USE AGREEMENT

This Agreement between the University of Hartford (the “*University*”) and Name of Client (the “*User*”) (each individually, a “*Party*” and collectively, the “*Parties*”) takes effect on the last date signed below (“*Effective Date*”).

Background

- University operates meeting spaces throughout its campus that from time to time are made available to individuals and organizations in the local community and surrounding areas.
- User desires to use a certain Facility (as defined herein), and University is willing to extend to User access to the Facility as set forth below.

Agreement

The parties agree as follows:

I. Scope of Use.

A. Definitions.

1. “*Duration*” means the following date and times:
DATE: [] TIME: From [] AM/PM to [] AM/PM
2. “*Event*” means the following purpose: Name of Event.
3. “*Facility*” means List Specific Campus Space and the facilities identified in paragraph F, below.
4. “*Purpose*” means the proposed activities to be conducted at the Event.

B. Permission. In exchange for any applicable payment set forth below and User’s compliance with this Agreement, University grants to User permission to use the Facility during the Duration. User must use the Facility solely for the Event and solely for the Purpose.

C. Status. University has discretion at any time to determine whether certain payment or insurance requirements specified below apply to User.

D. Attendance. User estimates that no more than 00 persons will be in attendance at the Facility during the Duration. User must comply with any applicable fire safety laws, including ensuring that **no more than** Enter Room Capacity **persons** concurrently occupy the Facility during the Event.

F. Adjacent Area. In addition to the Facility, University grants to User nonexclusive access only to the nearby bathroom facilities within or closest to the Facility.

G. User Contact. User’s contact information is as follows:

Name: _____
Address: _____

Telephone no.: _____
FAX no.: _____
E-mail address: _____.

II. **Fees**. This Article applies to User unless University expressly notifies User otherwise. User must pay a facility fee of **\$25.00** per hour, and will be charged for a minimum of two hours, payable in full upon execution of this Agreement.

III. Term and Cancellation.

A. Effective Period. “*Term*” means a period during which this Agreement has effect. The Term begins on the Effective Date and expires at the end of the Duration.

B. Cancellation.

1. *By User.*

- a. Notice Required. User has a right to cancel this Agreement upon providing reasonable notice to University using the following contact information:

University of Hartford
c/o: [NAME]
[TITLE],
[OFFICE/DEPARTMENT]
[TELEPHONE]
[EMAIL@hartford.edu]

- b. Refund Right. If User cancels as set forth above, then University will provide any applicable refund to User according to the following schedule:

100% seven or more days before the Event
50% between two and six days before the Event
0% one day before the Event

2. *By the University.*

User's exclusive remedy for any cancellation or revocation under this paragraph is for University fully to refund to User any fee that User has pre-paid. University reserves a right to:

- a. change, cancel or revoke any Facility reservation upon one week's notice; or
b. cancel User's Facility use at any time without notice due to any adverse weather condition or emergency situation, as University determines in its sole discretion.

IV. **Food and Beverages.**

- A. Separate Arrangement Required. User understands that University has a preexisting obligation at its facilities to obtain any food or beverage through Aramark, University's food services vendor. This Agreement does not set forth any commitment regarding any food and beverage service. Under a separate arrangement, User must obtain any food or beverage required for the Event through Aramark.

- B. No Alcohol. University prohibits any alcoholic beverage in the Facility. User must ensure that each person at the Event complies with this prohibition.

V. **Compliance with Applicable Laws and Policies; University Access to Facility.**

- A. Requirements. User must:

1. comply – and ensure that each person at the Event complies – with all applicable laws and University policies and procedures;
2. comply with all University policies, including the University's Room Usage Guidelines set forth in Exhibit 1 and the University's Minors on Campus policy set forth in Exhibit 2 (with such policies attached and incorporated into this Agreement);
3. ensure that each entrance or exit to the Facility remains unobstructed at all times during the Duration; and
4. use and occupy the Facility in a safe and careful manner otherwise.

- B. Continuing University Oversight. University reserves a right to control and manage the Facility and to enforce all of its rules, procedures and practices applicable to University's general management and the operation of the Facility. User must ensure that University, its officers, employees and agents have free access at all times to any applicable space that User occupies under this Agreement.

- C. Prohibition. University prohibits:

1. smoking in its buildings, and
2. any hazardous or flammable material in the Facility or elsewhere on University premises.

VI. **Condition of Facility.**

- A. **No Warranty.** University provides the Facility in an "as is" condition. University has no obligation to repair, renovate, or alter the Facility, subject to applicable law. University makes no representation or warranty regarding the fitness of the Facility for User's intended purpose or use.
- B. **Return Condition.** "*Occupant*" means User or any of its officers, employees, agents or invitees. User:
 1. must leave the Facility in as good condition as the Facility was in at the beginning of the date and time specified in Section I.A;
 2. has no right to make any temporary or permanent modification to the Facility; and
 3. is solely responsible for any cost of any loss, theft or other damage – to the Facility or any other University property or equipment – caused by any Occupant.

VII. **Abandoned Property.** Any Occupant property left on University premises as of ten days after the Duration is considered abandoned and becomes University's property to be disposed of or used at University's sole discretion. University is not obligated to conduct any search for that property, but will use reasonable efforts to contact User if University discovers the property on University premises within this ten-day period.

VIII. **Risk of Loss; Limitation of Liability.**

- A. **Definitions.**
 1. "*Grantor*" (whether singular or plural) means University, its Regents, officers, employees and agents.
 2. "*Liability*" means any liability, loss, damage, penalty, cost or expense for personal injury or for damage to or loss or theft of real or tangible personal property.
- B. **Disclaimer.** User uses and occupies the Facility at its own risk, and a Grantor is not liable to any Occupant for any Liability, except to the proportionate extent caused by the Grantor's intentional or gross negligence. No Regent, officer, employee or agent of University is personally liable to any Occupant for or on account of any alleged Agreement breach, or for any act, failure to act or other matter arising out of the Agreement or any performance of University's Agreement obligations.

IX. **Indemnification.** To the extent authorized under law, User will indemnify and hold harmless Grantors from any Liability that University or any other Party sustains, incurs or is required to pay:

- A. caused by or as a result of any act or omission of any Occupant; and
- B. resulting from, arising out of or in connection with this Agreement or the use or occupancy of the Facility, irrespective of whether that use is authorized.

X. **Insurance.** This Article applies to User unless University expressly notifies User otherwise.

- A. **Limits.** User at its own expense must purchase and maintain throughout the Term a comprehensive liability insurance policy in:
 1. the minimum amounts of \$1,000,000.00 per occurrence, \$3,000,000.00 annual aggregate, or
 2. any other amount that University in writing accepts in its sole discretion.
- B. **Requirements.** User must cause this insurance coverage to:
 1. be written by a company authorized to do business in the State of Connecticut with an A.M. Best Rating of not less than A-V11 and reasonably acceptable to University;
 2. cover the events anticipated under this Agreement; and
 3. name the Grantors as additional insureds.

- C. Certificate Proof. User must provide University with a certificate of insurance evidencing compliance with this Article X at least one week before the date identified in Section I.A, above.
- XI. **Force Majeure**. Neither Party is liable to the other or is considered to be in breach of this Agreement for any failure or delay in rendering performance arising out of any cause beyond its reasonable control and without its fault or negligence. No force majeure event shall be deemed to affect User's obligation to remit any fees duly owed.
- XII. **Assignment**. User must obtain University's written consent before selling, assigning or transferring otherwise any Agreement interest, which consent University retains sole discretion to withhold for any reason or for no reason.
- XIII. **Non-interference with University's Operations**. User at all times must not interfere in any way with the operation of the Facility or other University premises. User must observe and obey any lawful directive given by University personnel, including but not limited to any directive related to maintenance and public safety.
- XIV. **Use of the University Name**. User's right to use University's name is limited to identifying the location of User's meeting. User has no right to use any name, trademark or logo of University in any way that infers affiliation, sponsorship or endorsement of User or the Event.
- XV. **Miscellaneous**.
- A. Entire Agreement. This Agreement is the Parties' entire understanding regarding its subject matter, and supersedes any other oral or written understanding or negotiation by the Parties relating to that subject matter.
- B. Amendments. An amendment to this Agreement has effect only if it is in writing and signed by each Party's authorize representative.
- C. No Waiver. Forbearance or indulgence in any form or manner by a Party does not constitute a waiver nor in any way limits that Party's legal or equitable remedies.
- D. Governing Law. This Agreement is to be construed under and is governed by the laws of the State of Connecticut, without regard to the choice of law provisions thereof.

Please return within one week of receiving this room reservation agreement or your reservation will be forfeit.

Signed:

UNIVERSITY OF HARTFORD

USER: _____

 Typed Name: _____
 Title: _____
 Date: _____

 Typed Name: _____
 Title: _____
 Date: _____

EXHIBIT 1

University of Hartford Room Usage Guidelines

Definitions

Capitalized terms in this Exhibit 1 shall have the meaning assigned in the Facility Use Agreement.

Reservation

All reservation inquiries should be submitted to [NAME], [TITLE, OFFICE/DEPARTMENT], ([EMAIL]@hartford.edu). Inquiries regarding room availability over the telephone and/or by email do not confirm a reservation nor do they guarantee the retention of the space for an event. A confirmation email will be sent once a request has been approved.

Cancellation

[NAME] should be notified immediately if meeting room use is no longer desired. The notice should be sent via email to [EMAIL]@hartford.edu.

Usage Rules

Users of any University space are expected to adhere to the guidelines and rules as set forth herein. The University reserves the right to deny future room/space privileges in the event of a failure to adhere to these Room Usage Guidelines or the terms of a Facility Use Agreement, or in response to conduct inconsistent with any University policy.

- User and Occupants will protect University property from damage or mistreatment.
- User is responsible for restoring the room/space to its original condition.
- User is liable for any damage to University property and will be charged for the cost of repair or replacement.
- Phone, computer, copying or other technology services are not included with a reservation; no such services or any other meeting materials will be provided to User or Occupants.
- User is responsible for providing all audio-visual needs.
- Smoking of any kind is **NOT** permitted.
- Use of alcoholic beverages are **NOT** allowed in/on University property.
- Hazardous and flammable materials are **NOT** allowed in/on University property.
- Children shall be supervised at all times while in/on University property.
- Use is limited to the approved Event in the assigned space and only during the scheduled date(s) and time(s), as specified in Section I.A. of the Facility Use Agreement.
- Group size may not exceed the safety capacity of the assigned space as posted or as indicated by a University representative.
- All catering services must be provided through the Aramark Conference Center. Please contact ARAMARK Catering by calling 860.768.4996 or emailing catering@hartford.edu.

Exhibit 2

Minors on Campus Policy

Policy Title: Policy Regarding Minors on Campus and Minors Participating in University
Sponsored Programs

Responsible University Office: Dean of Students

Responsible Officer: K. Kayon Morgan

Original Issue Date: September 4, 2024 Date Last Reviewed: n/a

Revision History: n/a

I. STATEMENT OF POLICY

The University of Hartford (the “University”) is committed to protecting the safety and well-being of Minors who participate in: (1) any University Sponsored Program, whether or not such program is on University Facilities; or (2) any Non-University Sponsored Program held on University Facilities.

The purpose of this Policy is to establish requirements for University community members, including faculty, staff, students and third parties under circumstances within the University’s control (*e.g.*, volunteers, contractors, program participants, and/or visitors) to provide a safe environment for Minors when on University Facilities or while participating in any University Sponsored Program or Non-University Sponsored Program, and to facilitate the report of known and/or suspected Child Abuse or Child Neglect.

This Policy also sets forth specific standards on program registration, mandatory reporting of Child Abuse or Child Neglect pursuant to Connecticut law, training, and other requirements designed to provide a safe environment for Minors while they are on University Facilities and/or participating in University Sponsored Programs or Non-University Sponsored Programs.

Any University Sponsored Program or Non-University Sponsored Program that involves one or more Minors, when such Minors are not accompanied and/or supervised by their parent(s)/legal guardian(s), must meet the requirements found within this Policy unless it meets an exemption.

All University employees must report any actual or suspected abuse, neglect, or injury to any Minors taking part in any program, activity, or service conducted by or at the University.

In addition, any outside group or third party seeking to host any program, event, or activity using University Facilities must meet all requirements set forth in this Policy under the heading “Third Party Requirements for Programs with Children” at least thirty (30) days prior to the scheduled use of University Facilities.

II. SCOPE OF POLICY

This Policy applies to any University Sponsored Program that involves the participation of Minors, whether or not on University Facilities, and to any Non-University Sponsored Program that involves the participation of Minors that is held on University Facilities.

This Policy does not apply to:

1. events open to the public where parent(s)/legal guardian(s) or adult chaperones are expected to accompany and supervise their children or to events where parent(s)/legal guardian(s) are explicitly required to accompany their children;
2. minors who are enrolled at the University and come within the University's Student Code of Conduct;
3. minors employed by the University;
4. children who attend University of Hartford Magnet School or University High School of Science and Engineering, which are subject to their own policies and state laws and regulations;
5. participation by children in a research protocol approved by the Institutional Review Board;
6. community service activities such as tutoring or mentoring sponsored by a recognized nonprofit or community service organization in which University students participate, except where the organization uses University Facilities for such community service activities, in which case the organization and University students must comply with this Policy;
7. field trips or visits that are solely supervised by a child's school or organization;
8. any visit by a child that is subject to the rules relating to minor guests in residence halls included in the Student Handbook;
9. any program or activity in which a child's parent/legal guardian is the registered participant in a University Sponsored Program, whether residential or non-residential, and the child is a guest of or accompanying the parent/legal guardian. In such a case, the child is deemed to be under the supervision of the parent/legal guardian; or
10. any other program or activity that has been granted a written exemption from part or all of this Policy in advance of the date of the program or activity.

III. DEFINITIONS

Authorized Adult: Any individual, 18 years of age or older, paid or unpaid, who works with, supervises, and/or has direct contact with Minors participating in a University Sponsored Program or Non-University Sponsored Program. Direct contact means to provide instruction, care, supervision, guidance to, or oversight and/or control over Minors participating in a University Sponsored Program or Non-University Sponsored Program. The term Authorized Adult does not include a person whose only role is to make a presentation to a group of Minors who are under the supervision of another adult at the time of the presentation.

Child: Any person under the age of 18 years old.

Child Abuse: A non-accidental physical injury to a child, or an injury that is inconsistent with the history given of it, or a condition resulting in maltreatment. Examples include, but are not limited to: malnutrition, sexual molestation or exploitation, deprivation of necessities, emotional maltreatment, or cruel punishment.

Child Neglect: The abandonment or denial of proper care and attention (physically, emotionally, or morally) of a child, or the permitting of a child to live under conditions, circumstances, or associations injurious to the child's well-being, for reasons other than being impoverished

Mandated Reporters: Individuals required by Connecticut law to make a report when, in the ordinary course of their employment or profession, they have reasonable cause to suspect or believe that a child has been abused, neglected, or is in imminent risk of serious harm. All employees of the University are Mandated Reporters under Connecticut law, except student employees.

Minor: Any person under the age of 18 who has not been legally emancipated and who is not enrolled or accepted for enrollment in any credit-granting course(s) at the University, employed by the University, or is not otherwise excluded by the scope of this Policy.

Non-University Sponsored Program: A program or activity that is offered by a non-University group through a contract or other written agreement with the University that is open to the participation of Minors and will occur on University Facilities. Such programs or activities include, but are not limited to, conferences run by Aramark.

Programs: Non-University Sponsored Programs and University Sponsored Programs, collectively.

Program Director: The University employee who has primary and direct responsibility and authority for the creation and day-to-day operation of a University Sponsored Program, including oversight of operations, supportive services, business affairs, health matters, food, staff supervision and transportation. The Program Director is an Authorized Adult for purposes of this Policy.

Residential Program: Any overnight program for Minors in which the Minor is staying in

University Facilities during the program and the Minor's parent(s)/legal guardian(s) are not present.

Staff: Any individual, 16 years of age or 17 years of age, paid or unpaid, who are acting as camp counselors in any youth camp operated on University Facilities. Any requirement or obligation of an Authorized Adult under this Policy shall also be a requirement or obligation of Staff.

University Facilities: Facilities owned by, or under the control of, the University, but not University of Hartford Magnet School or University High School of Science and Engineering.

University Sponsored Program: A program or activity open to the participation of Minors that is sponsored and/or operated by the University when said Minors will not be supervised by their parent(s)/legal guardian(s) and will be under the supervision of the University or its representatives (*e.g.*, summer camps, sports camps and clinics, academic camps, non-degree and non-credit educational programs, internships). A University Sponsored Program does not include programs, activities, or events in which children are brought and solely supervised by their parent(s)/legal guardian(s) or elementary school or secondary school teachers (*e.g.*, field trips, attendance as a spectator at a play, film, or intercollegiate athletic event).

IV. MANDATORY REPORTING REQUIREMENTS

A. Connecticut Mandated Reporter Requirements

Connecticut state law requires that reports of known or suspected Child Abuse or Child Neglect be made orally, as soon as possible (but no later than 12 hours), to law enforcement or the Connecticut Department of Children and Families ("DCF"), and that a written report to DCF (DCF-136 form) be submitted within 48 hours. *See* Conn. Gen. Stat. §§ 17a-101a to 17a-101d.

DCF's 24-hour hotline for reporting suspected Child Abuse or Child Neglect is (800) 842-2288, a link to the Mandated Reporters Form, and additional guidance on these reporting requirements may be found here:

<https://portal.ct.gov/DCF/1-DCF/Reporting-Child-Abuse-and-Neglect> (last accessed August 12, 2024).

A copy of any written report submitted to DCF should also be submitted to University Department of Public Safety, and the University Department of Public Safety shall provide a copy of the report to the University's Office of the General Counsel.

All members of the University community are strongly encouraged to view the DCF training video on identifying and responding to suspected Child Abuse and Child Neglect.

If you have any doubts about whether or not to make a report, you should resolve those doubts in favor of making a report.

If you believe a crime against a child is in progress, contact Public Safety at campus extension 7777 (or 860.768.7777), or call local police at 911, to obtain immediate protection for the child.

University employees are protected under state law for the good faith reporting of suspected Child Abuse or Child Neglect, even if a later investigation fails to substantiate the allegations. Connecticut law also forbids employers to interfere with the making of a report or to discharge, discriminate against, or retaliate against any employee who makes a good faith report of Child Abuse or Child Neglect.

However, any employee who makes a false report in bad faith, or fails to make a report in bad faith, may be subject to discipline under this Policy in accordance with the appropriate disciplinary procedures.

B. University Reporting Requirements

Reporting Injury or Fatality. In the event of an injury to a Child, all employees and Authorized Adults must immediately report any injuries beyond those requiring basic first aid to the University Department of Public Safety.

Unaccompanied Children on University Facilities. All members of the University community are encouraged to report the presence of an unaccompanied Child on University Facilities, as well as any inappropriate conduct involving a Child and an accompanying adult to the University Department of Public Safety **(860.768.7777; 7777 from any campus phone; or pubsafety@hartford.edu).**

Campus Security Authority. Any employee designated as Program Director for a Program is a “Campus Security Authority” under the University’s Policy on “Campus Security Authorities” as defined in the annual security report. Campus Security Authorities must report all crimes to Public Safety at **860.768.7777**. Anyone with questions with regard to reporting obligations hereunder is encouraged to contact the General Counsel at 860.768.5255.

University employees must also comply with any other University policies that impose additional reporting obligations.

V. PROGRAM REQUIREMENTS

A. Program Approval and Registration

All Programs involving Minors must be pre-approved by a Vice President or the Provost. The Program Director must register a Program at least thirty (30) days prior to the start of the Program. Continuing programs must re-register annually. Programs cannot commence until they have been approved and registered.

B. Program Directors and Authorized Adults

Each Program must have one Program Director who bears the ultimate responsibility and authority for the Program. For youth camps, the Program Director (youth camp director) must be at least twenty-one (21) years old. Further, except for those persons who have already served at least one summer as a youth camp director, any person serving as a youth camp director shall have had at least sixteen weeks administrative or supervisory experience in an organized youth camp or, in

lieu thereof, equivalent administrative or supervisory training or experience in an organized youth program as determined by the Office of Early Childhood Education. *See* Office of Early Childhood Youth Camp Licensing Regulations § 19a-428-2(c).

All activities involving Minors must be supervised by at least two or more Authorized Adults or by their parent(s) or legal guardian(s) at all times. For youth camps, all activities involving Minors must be supervised by at least two Authorized Adults or Staff and/or the Minors' parent(s) or legal guardian(s) at all times. Staff acting as camp counselors shall be at least sixteen years of age. Campers acting as counselors-in-training shall be at least fourteen years of age. *See* Office of Early Childhood Youth Camp Licensing Regulations § 19a-428-2(m).

There are no residential (overnight) programs permitted for children under the age of ten years old. For resident youth camps, the ratio of Authorized Adults or Staff to campers shall be at least one Authorized Adult or Staff to eight campers ten years of age or older.

For day camps, the ratio of Authorized Adults or Staff to campers shall be at least one Authorized Adult or Staff to nine children under six years of age, and to twelve children six years of age or older.

The ratio of Authorized Adults or Staff to campers shall be maintained at all times, including during all youth camp outings and trips. *See* Office of Early Childhood Youth Camp Licensing Regulations § 19a-428-2(m)(n).

In addition, the Program Director must identify, screen, train, and maintain at all times the appropriate number of Authorized Adults.

Notwithstanding the ratios stated above, no camper should ever be alone with an authorized adult at any time.

C. Screening Requirements/Background Checks

The Program Director must ensure that all Authorized Adults who may have direct contact with any Minor have a current background check on record with the University (*i.e.*, within the last two years), unless they have already passed a background check in relation to their University employment and such background check has been conducted within the last two years.

The background check should include the following elements:

1. Verification of residence history for the past seven years;
2. Federal, state and county criminal records in all jurisdictions where the Authorized Adult has lived during the past seven years;
3. A sex offender registry check using the U.S. Department of Justice's national sex offender registry;

4. A sex offender registry information check from the Connecticut Sex Offender Registry; and
5. A search of the applicant's name and other identifying information on the internet using a common search engine such as Google.

Further background checks, such as a motor vehicle record check, may be required based on the Authorized Adult's Program responsibilities.

Additionally, all students serving as staff may be screened by the University's Title IX office, as well as the Division of Student Success for pending or prior conduct violations.

Background checks must be performed prior to the start of the Program and then every five years. *See Conn. Gen. Stat. § 19a-421(d)*. The cost for completion of all background checks (over and above any background check normally conducted by the University upon an employee's hire) must be borne by the Program and should be budgeted in advance.

No individual may be approved as an Authorized Adult if the background check reveals conduct that bears adversely upon their ability to provide for the safety and well-being of Minors (as determined in compliance with applicable law).

All Authorized Adults are required to notify the Chief of the University Department of Public Safety of their arrest (charged with a misdemeanor or felony) or conviction for an offense within 72 hours of knowledge of the arrest or conviction. This includes any arrests or convictions that occur either between the date of disclosure for a University-run background check and the date work begins, or the date of issuance of the publicly-available background checks, and the date work begins. Upon receipt of such notice, the Department of Public Safety will immediately consult with the University's legal counsel.

D. Training Requirements for Program Directors and Authorized Adults

The Program Director must provide/arrange for, and Authorized Adults must receive, the following training prior to working with any Minor:

1. Program-Specific Information, which includes:
 - a. Information about the Program;
 - b. Information on the age and interests of the Minors;
 - c. Authorized Adults' Code of Conduct, as defined in Section VII.B.;
 - d. Information on the Program's Internal Operating Procedures, as defined in Section VII.C.; and
 - e. Medical information of any Program participants that may impact their participation in the Program.

2. Training Specific to Working with Children, including:
 - a. Training on the nature of Child Abuse and Child Neglect, signs and symptoms of Child Abuse and Child Neglect, laws, policies and procedures to report Child Abuse and Child Neglect allegations, and strategies for protecting children from potential abuse. (All Authorized Adults must be informed that they are Mandated Reporters.)
 - b. Information on the Mandatory Reporting Requirements, found in Section IV of this Policy.
 - c. Title IX training on prohibited discrimination, harassment, and retaliation.

E. Certification Requirements

All Authorized Adults must acknowledge that they have read and will comply with this Policy and that they understand the reporting obligations in this Policy.

VI. CREATING AN AGE-APPROPRIATE PROGRAM

At least 90 days in advance of the Program, the Program Director must develop the Program and all Program materials. This includes, but is not necessarily limited to, the following:

A. An Age-Appropriate Curriculum and Schedule of Events

B. Programmatic Information for Parents/Legal Guardians and Children, which includes:

1. Program materials that accurately explain the nature of the Program activities and the schedule of events, and, as applicable, the academic, mental, and physical requirements of the participating Minors. Parent(s)/legal guardian(s) must be provided with an opportunity to ask questions and raise concerns to Program staff by various methods (*e.g.*, email, phone, letter, in-person).
2. Provide minors and their parent(s)/legal guardian(s) with written program rules and safety procedures and require that parent(s)/legal guardian(s) sign an acknowledgement form accepting the rules.
3. All Programs must establish a procedure for the pick-up and drop-off of Program participants, specifying times and locations. No Minor shall be released to any other person other than their parent or legal guardian without prior written authorization that the Minor can be released to an entrusted adult. The Authorized Adults overseeing the pick-up and drop-off of Program participants shall remain at the specified location until all minors have been released to an entrusted adult.

4. A registration form must be collected from all Minors before the Minor's participation in the Program begins, which includes, but need not be limited to:
 - a. the Minor's name, birth date, age, parent(s)/legal guardian(s)'s names and contact information;
 - b. a question seeking information on parent(s)/legal guardian(s)'s marital status and custody;
 - c. the names and phone numbers of at least one emergency contact who could arrive to the Program within thirty (30) minutes;
 - d. the list of individuals permitted to transport the Minor home from the Program; and
5. An assumption of risk, release from liability and indemnification for the Minor's parent(s)/legal guardian(s) that specifies the nature of the activities within the Program and any risks it might present, which must be signed by the Minor's parent(s)/legal guardian(s) before the Minor's participation in the Program begins.
6. A Medical Treatment Authorization Form, which must be signed by the Minor's parent(s)/legal guardian(s) before the Minor's participation in the Program begins, that states:
 - a. University employees cannot administer any medication, even over-the-counter medications, to any Minors unless there is a completed medical form executed by the Minor's parent/legal guardian on file, in which case the University nurse would administer such medication.
 - b. Individuals seeking an accommodation to this (or any other University policy) must go through the Office of AccessAbility Services.
7. A release pertaining to the use of images and recordings.
8. An orientation session for Minors and/or staff at the beginning of or before the Program begins that includes instructions on health and safety rules.

VII. HEALTH AND SAFETY GUIDELINES

A. Code of Conduct for Program Participants

The Program Director must create a Code of Conduct for Program Participants that is disseminated to parent(s)/legal guardian(s) and Minors and which includes, at a minimum:

1. A statement that Minors are subject to discipline, up to and including removal from, or suspension of participation in, the Program, without refund, for any violation of the Code of Conduct or any other University or Program rule. Significant violations must be addressed by the Program Director, on a case-by-case basis, as deemed most appropriate in light of all considerations.
2. Rules and procedures governing when and under what circumstances Minors may leave University Facilities during the Program.
3. A statement prohibiting the inappropriate use of cameras, imaging, and digital devices including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
4. If the Program is a residential program, the rules must also include, at a minimum:
 - a. An age-appropriate curfew time for Minors;
 - b. A statement that Minors will be separated by floor based on gender, unless otherwise authorized by the Program Director. If a Minor does not identify as a specific gender, they should be asked their preference as to where they would like to be assigned to stay.
 - c. Guests of participants (other than parent/legal guardian and other program participants) are restricted to visitation in the building lobby and/or floor lounges, only during approved hours specified by the Program and with the permission of the Program Director, and the prior written permission of the Minor's parent(s)/legal guardian(s).
 - d. A statement that Minors may not enter another Minor's bedroom without prior approval of all individuals assigned to that bedroom.
 - e. A communications to parent(s)/legal guardian(s) of the Minor to report any suspected violations of this Policy.

B. Code of Conduct for Authorized Adults

All Authorized Adults must review the Code of Conduct for Authorized Adults in Programs Involving Minors, which explicitly prohibits the following:

1. Having one-on-one contact with any Minor in an unmonitored/unobservable area. There must be two or more Authorized

Adults present during activities where Minors are present. “One-on-one contact” is defined as *personal, unsupervised interaction between any Authorized Adult and a Minor without at least one other Authorized Adult, parent or legal guardian being present.*

2. Entering or taking a Minor to private areas such as a Minor’s room, bathroom facility, locker room or similar area without another Authorized Adult in attendance, consistent with the prohibition on having one-on-one contact with Minors.
3. Communicating with any Minor via cell phone at any time if parents or legal guardians are not also included in every message except for current students participating in recruitment activities or an Authorized Adult conducting official University business.
4. Communicating with any Minor in any manner or media (*e.g.*, email, text messages, social networking websites, internet chat rooms, in-game chat, or other forms of social media) unless the Minor is participating in recruitment activities and/or there is an educational or programmatic purpose for communication and then another Authorized Adult must be included in the communication.
5. Meeting with any Minor outside of established times for Program activities.
6. Any discrimination or harassment.
7. Possession of any fireworks, firearms, knives, or other weapons.
8. Transportation of any Minor, except as specifically authorized in writing by the Minor’s parent or legal guardian or in the case of an emergency (*e.g.*, transportation to the emergency room).
9. Showering, bathing, or undressing with or in the presence of any Minor.
10. Sharing a bed or sleeping bag with a Minor.
11. Sharing gossip or inappropriate personal information, such as dating or relationship history with any Minor.
12. Failing to inform a Program supervisor before moving any Minor out of the Program area or to a different location on or off University Facilities.
13. Using the same bathroom, locker room, and/or shower as any Minor (except if separate facilities are not available, the Authorized Adult must use the facilities at scheduled and separate times).

14. Giving Minors any gifts or money other than items provided by the Program to all participants.
15. Engaging in abusive conduct of any kind toward, or in the presence of, a Minor, including, but not limited to, humiliation or verbal abuse.
16. Striking, hitting, spanking, administering corporal punishment to, denial of food or shelter as a form of punishment, or any punishment for soiling, wetting or not using the toilet. (Discipline and guidance should be consistent and based upon an understanding of the individual needs and development of the Minor with the goal of maximizing their growth and development).
17. Inappropriately touching any Minor.
18. Providing alcohol, illegal drugs, or controlled substances (including recreational marijuana and medical marijuana) to any Minor.
19. Providing prescription drugs or any medication to any Minor unless specifically authorized by the University and in writing by the parent or legal guardian as being required for the Minor's care or the Minor's emergency treatment.
20. Being under the influence of alcohol or illegal drugs, including recreational or medical marijuana, while interacting with any Minor.
21. Making sexual materials in any form available to any Minor or assist them in any way in gaining access to such materials.
22. Using vulgar language or engaging in sexual talk with any Minor.
23. Taking any picture or making any recording of a Minor in the Program unless that Minor's parent or legal guardian has signed the waiver allowing use of photography and then solely for authorized Program purposes.
24. Releasing a Minor to anyone other than an authorized parent, legal guardian, or other adult specifically authorized by the parent(s)/legal guardian(s) only after confirming their identification.
25. Failing to comply with all relevant University policies and local, state and federal laws.
26. Engaging in any activity prohibited by University policy or that the University, in its sole discretion, otherwise deems inappropriate.

Each Authorized Adult must sign a form acknowledging that they have reviewed the Code of Conduct for Authorized Adults in Programs Involving Minors.

C. Operating Procedures

All Programs shall include and adhere to the following operating procedures:

1. All requests for accommodations will be referred to the Office of Accessibility Services.
2. If a Program involves any high-risk activities, including, but not limited to, horseback riding, hiking, scuba diving, rock climbing, firearms, archery, watercraft, canoeing and aquatic events, they must be conducted under the supervision of an Authorized Adult who has evidence of appropriate training, certification and experience in each activity as determined by the appropriate Vice President or the Provost.
3. Minors under the age of 10 years old will not be permitted to participate in residential programs and are only permitted to stay overnight on University Facilities if they are under the care and supervision of a parent or legal guardian at all times.
4. A contingency plan as to how to cover the gap in the event an Authorized Adult is unable to participate or is asked to leave.
5. A procedure to take attendance throughout the day and report missing Minors.
6. A process by which the Program Director, or designee, will obtain and authenticate parental/legal guardian permission to leave the Program early.
7. A process by which the Program will collect and submit to the University Department of Public Safety a registration list which includes the Minor's name; local room assignment (if applicable); gender, age, address, and phone number(s) of parent or legal guardian, as well as emergency contact information.
8. A procedure whereby all incidents involving injury or damage or allegations of inappropriate behavior of any employee or Authorized Adult are reported to the Chief of the University Department of Public Safety. The Chief of the University Department of Public Safety, upon notification of allegations, will advise the University's General Counsel's office of such allegations.
9. A procedure whereby the Program Director will make periodic unannounced visits at activities involving Minors to observe whether the behavioral standards set forth in this Policy are being followed.
10. A review procedure whereby the Program Director will document specific observations about how those under their supervision interact with Minors

and provide prompt feedback to employees, volunteers, or contractors regarding their adherence to child safety practices and policies.

11. A disciplinary procedure for Authorized Adults, which includes the requirement that if an allegation of inappropriate conduct has been made against an Authorized Adult participating in a Program, they shall discontinue any further participation in Programs covered by this Policy until such allegation has been satisfactorily resolved.
12. A requirement that if a Minor discloses and/or an Authorized Adult has reason to suspect that the Minor has been subject to any other type of inappropriate conduct during a Program, they must inform the Program Director immediately, unless the Authorized Adult believes that the Program Director (Department Manager/Director for non-Program activities) may be involved in the allegations of assault or abuse, in which case the University Department of Public Safety should be contacted immediately.
13. A statement that Authorized Adults must make all reasonable efforts to protect Minors participating in Programs covered by this Policy, including removal of Minors from suspicious, dangerous or potentially dangerous situations, irrespective of any other limitation or requirement. If a situation is felt to present immediate danger to a Minor, the University Department of Public Safety should be called as soon as possible.
14. If the Program takes place in a science laboratory or includes theatre design and production:
 - a. The Program Director includes within the assumption of risk, release from liability and indemnification the specific risks associated with the Program, including specific hazards to which they may be exposed.
 - b. The requirement that all participating Minors must complete the requisite safety training for the science lab or theatre.
 - c. The participating Minors agree to comply with the specific requirements concerning Personal Protective Equipment (“PPE”).
 - d. The Program Director is required to ensure that Authorized Adults maintain direct supervision at all times of Minors taking part in Programs in these environments.
15. Inspection procedures where, prior to the start of the Program, the Program Director:

- a. Inspects all facilities, buildings, equipment, tools and other items that will be used during the Program and/or by Minors. The specific equipment and tools to be used will depend upon the nature of the Program.
- b. Identifies any damages, risks, attractive nuisances or any other conditions that might present a risk to Minors, Authorized Adults or others on University Facilities. This includes, but is not limited to, tripping hazards, construction work, overgrown shrubbery, inadequate security, unsafe conditions, damaged equipment, and defective equipment. Contact Facilities for assistance in eliminating such risks.
- c. Contact Facilities or local building inspectors, as necessary and appropriate, to inspect any temporary structures, such as tents, etc., and maintain all documentation.

16. Emergency Operations Procedures that include:

- a. An up-to-date list of all Program times and dates, locations, attendance information, and the identity of and contact information for the Program Director, so that, in the event of an emergency, appropriate measures may be taken.
- b. A statement that all Authorized Adults are familiar with the University's Emergency Guide.
- c. A statement that all Authorized Adults remain responsible for the care of Minors in their Program during an emergency.
- d. The Program Director or designee must develop additional emergency procedures tailored to the unique risks in the Program (*e.g.*, heat stroke for athletic Programs held during the summer).
- e. The requirement that all emergency situations be reported immediately to the Department of Public Safety or 9-1-1, if off-campus.
- f. A procedure for the notification of the Minor's parent/legal guardian in case of an emergency, including medical or behavioral problem, natural disasters, or other significant program disruptions. Authorized Adults, as well as participants and their parents/legal guardians, must be advised of this procedure in writing prior to the participation of the Minor in the Program.

17. A Communications policy that states “The Vice President for Marketing & Communications is responsible for the coordination of any media inquiries regarding this Policy and any Programs with Minors. Anyone who receives a request for information regarding a Program with Minors must contact the Vice President for Marketing & Communications, who will consult, guide and coordinate the appropriate response.”

D. If applicable, Procedures that Satisfy the Connecticut State Camp Regulations

If the Program is a Youth Camp, as defined under the Connecticut Office of Early Childhood Regulations for Youth Camps, it must also include and abide by the applicable state regulations. For information on these regulations, please see: <https://www.ctoec.org/licensing/youth-camps/statutes-regulations/>.

VII. NON-UNIVERSITY SPONSORED PROGRAM REQUIREMENTS

All Non-University Sponsored Programs shall be required to execute and deliver the following at least thirty (30) days prior to utilizing University Facilities:

1. A contract detailing the specific University Facilities to be used, the dates and hours of permitted access, and other terms applicable to such use.
2. A certification that the Non-University Sponsored Program meets all requirements set forth in this Policy, including required training and criminal background checks of all Authorized Adults in its program.
3. A certification that the Non-University Sponsored Program agrees to report any situation, fact, or circumstance that would reasonably give rise to a suspicion of child abuse and/or neglect to the appropriate agency.
4. An indemnification agreement in a form agreeing to hold the University harmless against any and all claims arising from the Non-University Sponsored Program.
5. Receipt of acceptable certificates of insurance for the outside group or third party’s insurance, together with a copy of the insurance policy for sexual abuse and molestation coverage.

XIII. CHILDREN BROUGHT TO CAMPUS NOT PARTICIPATING IN A PROGRAM

Children brought to campus by an employee, student, or visitor, and who are not participating in a Program, are the sole responsibility of the employee, student, or visitor. The person bringing the child to campus is responsible for all aspects of the child’s behavior and safety and is financially responsible for any damages caused by the child.

Children are permitted at events and venues open to the public. However, the University reserves the right to determine, in its sole discretion, whether selected events or venues are appropriate for unescorted or unsupervised children.

IX. RECORD RETENTION AND AUDIT

All Program Directors will provide copies of all relevant documentation to the Procurement ("Department"). The Department will maintain this documentation for ten (10) years. The Department will conduct periodic audits to ensure compliance with this Program.