## ALBANY STATE UNIVERSITY

## **CAMPUS EVENTS/CAMP MANUAL**

## **Protection of Non-Student Minors**



Maintained by: Office of Auxiliary Services Events Office 229-500-2885 | 229-500-4892 (fax)

roomreservations@asurams.edu

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## General

Albany State University sponsors and hosts a wide variety of camps, workshops and conferences each summer. This general information manual is intended to provide guidance to Camp Sponsors/Directors of ASU sponsored camps, workshops and conferences. For purpose of definition, this manual covers the following types of summer programs.

- a. Those which include minor child participants under the age of 18 years who are at Albany State University for some type of instructional program involving use of key facilities such as recreational, academic classroom, student center and physical education facilities.
- b. There may be some such participants who remain overnight on campus in ASU owned/managed residence halls.

Though it may be useful for other summer programs to abide by some or all of these policy guidelines, the manual was developed with the above groups specifically in mind.

Third party Organizations/individuals who rent facilities on an ASU campus are not required to use the documents in this manual. It is, however, strongly recommended that third party Camp Sponsors/Directors review the documents for use and ensure that the documents used by their program contain the appropriate information. Third party organizations having camps on the ASU campus must be in compliance with the policies outlined in Appendices 1-8.

All camp sponsors, whether ASU sponsored or third party, must submit the completed Youth Programs Summary Sheet, Appendix 11, to the Events Office at the conclusion of the camp,

roomreservations@asurams.edu. This document will be used to collect data to submit to the Board of Regents.

## **Guiding Philosophy**

The intent of Albany State University is to encourage the use of its facilities, on a space available basis for summer youth programs. Though such programs should not take precedence over programs designed for enrolled students, there are many important reasons why the summer camp program is to be encouraged by the University and its employees. Summer youth programs provide the following benefits to the University.

- Summer programs attract many young professionals to the University, many of whom may be highly qualified for future University admission;
- Impressions gained by young people as a result of a summer camp and ASU experience can have a significant impact on their choice of college;
- Facilities which may otherwise be relatively idle during summer months can be used in support of youth programs that are available to the public;
- Summer programs provide an excellent opportunity to acquaint a large number of people with ASU in a short period of time;
- Outreach efforts, particularly those aimed at youth, and faculty involvement in the same, can be promoted;
- The reputation of Albany State University is enhanced by effective summer youth programs.

#### Purpose

To ensure that all camps sponsored by Albany State University adhere to the rules and regulations relative to administering camps on any Albany State University campus, particularly where there is interaction with non-student minors.

To define the expectations of Institutional Camp Sponsors/Directors.

To outline the expected use of documents and forms for programs involving non-student minors.

To provide continuity and consistency in planning, administering and conducting camps at ASU.

## **Special Care**

In many cases, summer programs attract youth under the age of 18 to the campus. The level of care and supervision appropriate for an enrolled student at the University is not necessarily the same as that which is appropriate for a summer camp participant, even though the oldest camp participants are sometimes older than the youngest of our enrolled students. It is imperative that campers be overseen in a way that is appropriate and intended to keep them healthy and safe while visiting the University. ASU and it employees should provide a reasonably safe environment for participants in the various programs sponsored by the University or hosted by other organizations on the University campus and attempt to ensure that groups using University facilities for summer program activities do the same.

Albany State University is committed to maintaining a safe environment which promotes the safety and welfare of all non-student minors that participate in programs held on campus. ASU offers a variety of camps, clinics, and activities that bring non-student minors onto campus. These include but are not limited to athletic camps, after-school programs, science camps, music, and enrichment programs. These programs are of great educational value and serve to benefit both the institution and the larger community. This manual provides information to assist with protecting the non-student minors that participate in these programs and preserve the positive impact they have on our community.

The Board of Regents (BOR) of the University System of Georgia (USG) Policy 12.9 (Revised 6.9) Programs Serving Minors was established to promote the safety and welfare of those who participate in these programs conducted, hosted, or sponsored by any USG institution.

ASU Protection of Non-Student Minors on Campus Policy was established to provide guidance to the ASU campus community and ensure compliance with federal and state laws and the BOR/USG policies and procedures. The effective date for the BOR and ASU policies is Monday, May 1, 2017. The policy is available for view at the below link. https://www.asurams.edu/docs/legal-affairs/policies/ASU-Protection-of-Non-student-Minors-on-Campus-Policy.pdf

# Board of Regents of the University System of Georgia Policy and Procedure Manual Section 6.9 Programs Serving Minors

University System of Georgia (USG) institutions periodically conduct, sponsor, or host programs designed to serve minors who are not enrolled as students, including but not limited to camps, clinics, after school programs, and activities. Employees and volunteers associated with these programs who are reasonably anticipated to have direct contact or interaction with minor program participants must be appropriately pre-screened and trained. Institution presidents shall establish institution-level procedures to implement this policy and related directives from the USG.

Source: Board of Regents Policy Manual: Official Policies of the University System of Georgia

#### **Background Checks**

Permit Holder shall properly screen and conduct background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.

It is not acceptable for the Albany State University Police Department to conduct background checks on prospective employees. All screening of employees for ASU sponsored events must be conducted through the normal Human Resources processes.

An integral part of the policy for interacting with non-student minors mandates a background check for all volunteers and salaried employees working the camps/events/activities will be required. Albany State University highly recommends that you, as a third party permit holder, conduct background checks done for all volunteers and employees who will interact with non-student minors at the event to be held on the East or West Campus of Albany State University.

The different types of background checks that are applicable to workers and volunteers for the event named within this document are outlined below.

- a. A state and federal criminal history check covering a minimum of seven (7) years. Institutions may require state and federal criminal history checks covering more than the minimum seven (7) years for specified positions of trust.
- b. A nationwide sex offender search.
- c. A social security number check.

At any time the institution may request and must be promptly provided with a copy of all pre-screening and training verification. All cost (financial and ethical) relating to supplying proof of completed background checks will be the responsibility of the permit holder. Contact the Albany State University Human Resources Department with any additional questions that you might have regarding background checks.

For questions relative to who may or may not be hired to work summer campus, please see the appendices outlined in this paragraph, i.e., employment of 10 or 12 month contract employees, retirees, students, etc. Appendix 29 provides information for "Summer Camp Frequently Asked Questions" relative to hiring personnel for summer camps. Appendix 30 outlines the difference in hiring staff as a consultant versus hiring a person as a consultant. A Human Resources Action Form must also be completed upon hiring an individual as an employee of Albany State University, Appendix 31.

#### **Annual Training Requirements**

All Albany State University employees, students, and volunteers who work in programs serving non-student minors who are reasonably anticipated to have direct contact or interaction with minor program participants are required to complete the training requirements listed below each fiscal year **before** they begin working with minors in programs sponsored by ASU and/or hosted on ASU campuses and properties.

#### **Required Training:**

- 1. Read the ASU Protection of Non-student Minors on Campus Policy
- 2. Attend a mandatory training session or complete on-line training relative to <u>Protection of Non-student Minors on</u> <u>Campus Policy</u>.
- Complete *The Mandated Reporters: Critical Links in Protecting Children in Georgia* course, catalog #848, made available for free and online by the State of Georgia through Pro Solutions at: <u>https://www.prosolutionstraining.com/content/?id=41/Mandated\_Reporters\_Georgia/</u>. Provide the Events Office with evidence such training has been completed.
- 4. Complete Title IX training through the vendor/link provided by the Office of Title IX and Legal Affairs.
- 5. Upon completion of the required training components, Authorized Adults and Program Staff are required to provide a signed copy of the Policy Acknowledgement Form and Mandated Reporters Certificate of Completion to the ASU Program Director or Camp Sponsor/Director, Appendix 32, each fiscal year. It is suggested that individuals also retain a copy for their personal records.

**Note:** Third party contractors hosting events on ASU campuses and properties may also utilize the Mandated Reporters: Critical Links in Protecting Children in Georgia course made available for free and online by the State of Georgia through Pro Solutions for their employee and/or volunteers. For additional information on the Protection of Minors Policy, please contact The Office of Legal Affairs at (229) 500-3301 or Events Office at (229) 500-2885.

## **Reporting Procedures**

#### Response protocol for accusations of suspected child abuse:

Any Authorized Adult or Program Staff or another 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 institution police department 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.) The institution 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.

Please contact the ASU Police Department's Central Dispatch at (229) 430-4711. Contact information for Georgia Department of Human Services and/or the Division of Children and Family Services by calling 1-855-GACHILD (422-4453).

#### Response protocol for injuries or illnesses:

A report of any accident, illness, and/or injury must be made immediately to the facilities manager or the ASU Events Coordinator or the designated representative on site at the time of the accident, illness, or injury. A written report must be completed and filed with the ASU Police Department. Please contact Central Dispatch at (229) 430-4711 in the event of an emergency. If a life-threatening emergency exists, please contact 911 immediately

## Eligibility

Any University department or agency is eligible to conduct summer youth programs intended to promote the mission of Albany State University. An outside group or organization wishing to use University facilities to conduct a camp, clinic, workshop or conference on the University's campus must contact the Auxiliary Services Scheduling/Events Office @ roomreservations@asurams.edu or via phone at (229) 500-2885.

Priority approval for hosting a camp on the ASU campus is given to ASU sponsored events whose purpose is to promote and advance the mission of the university. Approval for third party/private camps conducted by ASU employees must be approved by the cabinet level administrator or his/her designee to determine if the camp will negatively impact the function and/or viability of an ASU sponsored camp of the same or similar type activity.

## **DECAL Requirements**

#### Rule 591-1-1-.46 of the Georgia Department of Early Care and Learning

All programs providing group care for children shall obtain either a license or a commission for an early care and education program or an exemption from the department, as applicable. Any person or entity operating or planning to operate such a service believed to meet the criteria for exemption from licensure, as listed below, shall apply to the department for exemption by submitting the department's application for exemption.

Please be advised, any third party camps must submit an Exemption Application with the Georgia Department of Early Care and Learning, unless they are a licensed, and provide the approval letter to the Office of Auxiliary Services/Campus Events prior to the first day of their camp. Failure to submit the Exemption Application will result in cancellation and loss of deposit. For the Exemption Application and instructions for completion and submission, see Appendix 28. Please copy the following email address when submitting the Exemption Application to the DECAL office, roomreservations@asurams.edu.

More information can be found at http://www.decal.ga.gov/CCS/Exemptions.aspx.

Albany State University possesses and has on file a DECAL Exemption Certificate for ASU sponsored event only.

## **Request for Use of Facilities**

All campus related or off campus related groups wishing to use facilities on campus must submit a Request to Schedule Activity, Facility and Service Form pertinent to the area requested—P32A for general university use; P32A for athletics related facilities and P32T for theatre use. Appendix 33-35. Internal facility requests for ASU sponsored camps may be submitted using the 25Live scheduling system.

Information relative to current fees and procedures for food services and housing are provided in Appendix 26. The fee structure is updated annually in March of each year in order for those requesting facilities for the summer have accurate planning information on which to base the request for facility usage.

## **Priority for Facility Use**

Priority for facility use at Albany State University will be given to internal activities, more specific academic activities that are intended for ASU students. After that, priority is given to ASU Student Life activities/athletic events, dependent upon the location request, and then third party events. The Scheduling/Events Office is responsible for then scheduling requests for Summer Camps. Camps sponsored by ASU will have priority use followed by requests for third party organizations. Every attempt will be made to arrange a mutually satisfying solution among all parties should there be duplicate requests for use of facilities. In the event that is not possible, a decision will be made which is in keeping with the best interest of ASU. Any request for facility use in support of a commuter or day camp should clearly indicate the camp is not residential. During the summer camp season, which is generally defined as the times when residence halls are available for camper use, priority for facility use will be given to residential camps. Consideration will be given, when appropriate, to past experience with a group and a realistic assessment of the ability of each activity to produce the benefits, which the University attempts to derive from its summer youth program.

#### **Reservation Costs**

Facility use costs are available from the Auxiliary Services Scheduling/Events Office. Rental fees will vary depending upon the status of the camp or conference; ASU sponsored, rental by a for-profit agency, or rental by an agency who holds non-profit status with the IRS. Verification of non-profit status must be supplied to the Auxiliary Services Scheduling/Events Office. Board of Regents of the University System of Georgia policy allows for fuse of institution facilities by third parties as outlined below.

#### Board of Regents Policy Manual; Section 6.14.2

An outside party may request permission to use a USG institution facility for an event that is not contrary to the mission of the institution; however, in such instances, the President of the institution shall require the completion of a USG-approve license agreement, including a properly executed indemnification and liability insurance agreement unless said outside party is constitutionally prohibited from doing so.

In order to reserve a facility space for summer youth programs, a non-refundable deposit is required. The deposit amount for each camp will be the smaller of \$500 or 25% of the anticipated cost of the facilities required. The check for the deposit should be made payable to Albany State University and submitted to the Auxiliary Services Scheduling/Events Office with the signed Albany State University License Agreement/Permit (For Short Term use of Campus Facilities). The deposit will be applied toward the cost of facility usage for the camp. If the program is canceled or significantly reduced in size, there will be no refund of the deposit or the difference between the deposit amount and the cost of

facilities used. If the camp is held, the deposit amount will be credited toward the amount of the balance due for campus services. The total cost of the facility use must be paid in full one week prior to the start of the camp.

## **Final Arrangements**

By May 1 of each year, Camp Directors should have contacted the Office of Auxiliary Services, Scheduling/Events Office at <u>roomreservations@asurams.edu</u> to provide information relative to summer camps and conferences. Any anticipated need to accommodate more than the number originally estimated should be communicated to the appropriate facility manager(s) as soon as possible. <u>Albany State University cannot guarantee space will be available for any number</u> beyond the original estimate.

Camp Directors planning to use campus housing and/or dining services are required to provide a guarantee for the number of participants at least two full weeks prior to the start date of the camp. The camp will be billed for the guaranteed number of participants or the actual number attending, whichever is greater. Due to additional costs involved, there may be surcharges if a camp exceeds the guaranteed number of participants.

## **Appropriate Camp Environment**

In order to provide a reasonably safe environment for participants in summer camp activities, each Camp Director should ensure that certain precautions are taken. All campus rules and regulations are in effect. Other precautions that should be considered but are not limited to are:

#### Qualified Counselors/Staff

- Background screening must be accomplished for those who will be directly involved with children.
- Albany State is committed to ensuring the safety and well-being of minors who are entrusted to our care or visit our campuses. Please see ASU's policy on interaction with minors on campus at: https://www.asurams.edu/Legalaffairs/protection-of-non-student-minors/.
- Care should be taken that those who will be driving as a part of their duties have a valid license to operate the type of vehicle to be used.
- Adequate training should be provided in order that staff members are qualified to direct the activities scheduled.
- Employee Code of Conduct No one-on-one contact with any participant. (Appendix 12)
- Volunteer Code of Conduct No one-on-one contact with any participant. (Appendix 15)

#### Parent Awareness

- Parents should be aware of the type of activities in which their child may participate.
- Known risks associated with each activity should be clearly explained to parents.
- Safety instructions should be made available and should be easily understood.
- Waivers (Hold Harmless Agreements) must be signed by all participants (or parents when participants are under the age of 18.)
- Parents should be made aware that the program is not a licensed child care facility.

#### Participant Guidelines

- Current physicals are required for camps involving vigorous athletic activities.
- Participants should be in appropriate physical condition for the activity they are participating.
- Participants should be placed in the correct skill level for the activity scheduled.
- Questions designed to ensure a participant's level of ability are appropriate, however questions about disabilities are not.
- Participant Code of Conduct. (Appendix 18)

#### Participant Safety

• An adequate ratio of staff to participants should be maintained at all times; particularly when in residence halls. In accordance with the American Camp Association, the ratio of program staff to program participants must reflect the gender distribution of the participants and should at a minimum meet the following.

Standards for resident camps are:

- One staff member for every five campers ages 4 and 5
- One staff member for every six campers ages 6 to 8
- One staff member for every eight campers ages 9 to 14
- One staff member for every 10 campers ages 15-17

Standards for day camps are:

- One staff member for every six campers ages 4 and 5
- One staff member for every eight campers ages 6 to 8
- One staff member for every ten campers ages 9 to 14
- One staff member for every twelve campers ages 15 to 17.
- Water related activities require certified lifeguards.
- Safety equipment should be inspected prior to and during camps for safe conditions.
- ASU has extensive guidelines for emergencies to help the university respond appropriately and help you prepare for hazards that may impact your camps. Information on these guidelines can be found at <a href="https://www.asurams.edu/police/emergency-preparedness/">https://www.asurams.edu/police/emergency-preparedness/</a>.
- Public safety officials should be made aware of the camp and daily schedule. Even though a report is released daily from the Scheduling/Events Office to the Police Department outlining events on campus, it is the Camp Director's responsibility to notify the policy department of the camp and daily schedule of events by submitting the Emergency Locator List for ASU Summer Camps, Appendix 16.
- Acceptable procedures for releasing children from camp should be followed with particular attention being given to procedures followed in accepting and releasing commuters. See Youth Program Pick Up Authorization Form, Appendix 19.
- At camp orientation discuss the emergency procedures for emergencies related to fire, inclement weather (tornado and hurricane), active shooter and medical issues.

Safe Environment

- Grounds should be inspected prior to and during the camp for safe conditions.
- Equipment should be kept in safe condition and suitable for intended use.
- Vehicles used for transportation should be properly inspected.

#### **Disciplinary Procedures**

ASU is committed to the idea that each camper should have a positive and enjoyable experience at summer camp and the misbehavior of one camper or a group of campers should not be allowed to impact negatively on the experience of others. Most camps are short in duration so prompt action may be required. Parents and campers should be aware of the disciplinary policy. It is recommended that parents and participants sign a form to indicate they clearly understand the disciplinary procedures to be followed. Have the procedure written down and be consistent with administration of the policy.

#### Responsibilities of the Camp Sponsor for ASU sponsored camps

1. Serve as liaison with all University agencies supporting the camp

- 2. Coordinate arrangements for use of University facilities in accordance with University scheduling regulations with the Office of Auxiliary Services Scheduling/Events Office
- 3. Have followed all policies relative to and submitted to the Scheduling/Events Office signed documents relative to the ASU License Agreement/Permit for Temporary Use of Facilities as well as submitted all appropriate forms to said office.
- 4. Acquaint Camp Director, if there is a person serving in this capacity in addition to being the Camp Sponsor, with University policy emergency procedures and facilities layout
- 5. Assist with check-in of campers
- 6. Provide an Emergency Locator List for Summer Camps with a camp schedule to the ASU Police and appropriate Housing personnel no later than three (3) hours after the camp registration ends
- 7. Be accessible in emergency situations
- 8. Maintain necessary reports and documentation
- 9. Assist with check-out of campers
- 10. Check on any damage reports
- 11. Coordinate approval of invoices for University services and facilities as well as for other aspects related to camp expenses.
- 12. Ensure that all employees, paid or volunteer, have been training for all policies and procedures relative to the protection of non-student minors.
- 13. Ensure that all additional training has been completed prior to the start of the camp.
- 14. Ensure that all documents required to hire a person as an ASU employee or be on staff as a volunteer have been completed, submitted to Human Resources and that approval to hire has been received.
- 15. Ensure that all appropriate documents have been submitted to the Events office prior to and at the completion of the event to document compliance with the Protection of Non-Student Minors Policies.

# Responsibilities of the Camp Director (may in some cases be the same as the Camp Sponsor)

- 1. Provide counselors and staff for the camp at a ratio as recommended by the American Camp Association and referred to earlier in this document.
- 2. Inspect camp facilities immediately prior to and after the camp sessions
- 3. Advise participants of appropriate check-in and check-out procedures including charges for damages and lost keys
- Familiarize participants with University policies, especially those pertaining to fire and emergency evaluation procedures, appropriate conduct, possession of controlled substances and fire arms, and authorized entry into rooms. See ASU Police Department Policy and Procedures at <u>https://www.asurams.edu/police/police-policyprocedures/</u>.
- 5. Maintain discipline of participants
- 6. Advise Resident Manager of University of supply and maintenance issues in residence halls
- 7. Collect and have readily available Medical Release and Consent forms for all participants. Forms should contain emergency contact, phone number and known medical conditions.
- 8. Inform the University Housing contact in advance of early and later arrivals
- 9. Complete insurance forms at the time of treatment
- 10. Furnish the Camp Sponsor, if applicable, with a camp roster as soon as possible but no later than twenty-four (24) hours after camp check-in begins
- 11. Ensure that programs and activities conducted on the University campus are in compliance with the Americans with Disabilities act.

## **Responsibilities of the Assignments Manager/Resident Assistant**

1. Issue keys and make room assignments as needed to provide the best possible service to campus guests

- 2. Familiarize camp staff with overall building layout (elevators, fire alarms, etc.)
- 3. Interpret, support and enforce University policies, procedures and regulations
- 4. Complete work orders and maintenance requests as needed for efficient hall maintenance
- 5. Complete administrative paperwork as required by ASU Housing
- 6. Review all housing charges at the conclusion of the conference and advise camp staff of any additional damage charges that must be paid.

#### **Dining Service**

The ASU Café, dining halls are the primary dining locations for most camp meals, but other types of dining service can be made available. The current dining rates are shown in Appendix 24. Catering is available through the dining contractor operating and managing the food services on campus. Catering contact information is listed below.

Catering Manager Aladdin Food ASU Student Center 504 College Drive Albany, Georgia 31075 (229) 500-3628 felicia.sims@aladdinfood.com

It is the responsibility of the Camp Sponsor/Director to make all necessary food/meal arrangements with dining personnel. The contact information for making those arrangements is the same as listed above for catering contact.

## Lodging

ASU will make residence hall lodging available to camps on a space available basis during the summer months. See Summer Camp/Conference Housing Accommodations Agreement, Appendix 26, for current rates for lodging and current guidelines and procedures to be following in applying for and reserving lodging accommodations. Camp staff is solely responsible for providing supervision and security in the residence halls. **ASU Housing personnel are not responsible for supervision of campers.** Each hall has a Resident Manager (RA) that can assist with logistical and maintenance requests. Campers will be issued individual room keys. Camp staff will be provided access cards to the external doors of assigned buildings.

#### **Program Evaluation**

Where feasible, participants should be asked to complete an evaluation at the end of the camp. The results should be summarized, analyzed and retained by the Camp Sponsor/Director as a measure of participant satisfaction. These evaluations should be used to improve camp operations.

The Youth Programs Summary Sheet, Appendix 11, must be completed at the end of the camp and returned to the Office of Auxiliary Services Scheduling/Events Office for use in reporting information relative to Interaction with Minors on Campus to the Board of Regents of the University System of Georgia.

## **Billing Procedures**

Invoices for anticipated costs for summer camp services will be provided to the Camp Sponsor/Director by the Events Office for facility use and by the dining contractor for meal plans. The Events Office will provide one inclusive invoice for third party organizations.

If renting any ASU facilities, not to include overnight lodging, the deposit must be paid when the signed License Agreement is submitted to the Office of Auxiliary Services Scheduling/Events Office. Full payment for facility rental is due one week prior to the start of the camp.

For overnight lodging, an invoice will be provided after the Summer Conference Application and Summer Camp/Conferences Housing Accommodations Agreements has been received by the Office of Auxiliary Services/Events Office. **Full payment is due one week prior to the start of the camp**.

Any additional charges for services/damages not covered by the original estimate will be invoiced by the Scheduling/Events Office and emailed to the Camp Sponsor/Director. Payment is due in full within 30 days of the invoice date.

All checks should be made payable to Albany State University and mailed to the following address.

Albany State University Scheduling/Events Office/ C-110 2400 Gillionville Road Albany, Georgia 31707-3098

A copy of the applicable invoice should be enclosed with the payment.

## Parking

All camp participants are required to abide by University parking regulations while on campus. Campus sponsors/directors should ensure that campers, coaches, counselors, staff, volunteers, and parents are aware of pertinent parking regulations. All should be advised of areas in which they should park their vehicles while on campus. Please instruct volunteers, parents and participants to avoid parking in reserved or numbered parking spaces. If parking regulations are followed, parking passes will not be mandated for summer camps and conferences.

If camps include participants who are under the age of 18 and will be remaining overnight on campus, care should be taken by the Camp Director to ensure that no unauthorized use of vehicles occurs during the period camp is in session. If keys are collected, they should be secured in a responsible fashion and returned to the campers at the end of the camp session.

A parking permit for each vehicle operated on campus must be prominently displayed on the driver's side dashboard. Parking permits may be arranged through <u>parkingservices@asurams.edu</u>. Evidence of insurance and driver's license are required.

## Security

Security, in general, will be the responsibility of the camp staff and ASU Police. During the program day, camp staff will be expected to stay with campers at all times except for specific programmatic activities in which it might not be responsible or appropriate to remain with them. If such unsupervised activities are planned, care should be taken to make sure each child's parent(s) are made aware of it and agree to have the child participate, i.e., shopping at the Mall, certain types of recreational activities, etc. At night, a sufficient number of camp staff/coaches/sponsors/counselors should remain with youth campers in the residence halls to provide control and security. In order that ASU Police may assist in providing security, the Emergency Locator List for ASU Summer Camps, Appendix 16, should be provided to ASU Police by the Camp Sponsor/Director no later than three hours after Camp Registration ends and should include the following.

- Name of camp
- Contact persons and phone numbers
- Locator list indicating where campers are staying overnight
- Daily schedule

In order to put the information in appropriate hand, the Camp Sponsor/Director should call the ASU police at (229) 500-3080 to advise that the Emergency Locator List of a summer camp will be emailed. The list should then be emailed to <u>policedepartment@asurams.edu</u>. This information will allow ASU Police to better respond to emergency phone calls, to recognize camp participants, to inform patrols of campers' whereabouts and to be alert for unusual activity in the vicinity of the camps.

## **Accident/Medical Insurance**

Albany State University <u>does not provide accident/medical insurance for camp participants.</u> Campers are responsible for providing all necessary insurance.

#### **Insurance Requirements**

Programs that are sponsored by third party organizations and hosted by Albany State University are not provided insurance coverage by the University. The organization shall, at its own expense, procure insurance of the kinds and limits listed below as deemed appropriate by the University:

**Insurance.** The Institution, through its risk management unit, shall assess the risk of the Event and determine the required policy and coverage limits, by selecting one of the following.

Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

	Coverage	Limit		
a.	Personal Injury and Advertising	\$1,000,000 per Occurrence		
b.	Contractual	\$1,000,000 per Occurrence		
c.	Fire Legal	\$1,000,000 per Occurrence		
d.	General Aggregate	\$2,000,000		

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of \$2,000,000 per occurrence.

\_\_\_\_\_Permit Holder shall, at its own cost and expense, obtain a special event liability policy with a combined single limit of no less than \$1,000,000.

The above policies shall cover the period of Permit Holder's occupancy and use of the premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of the Institution and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder in the absence of ten (10) days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by Permit Holder pursuant to this Agreement. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.

The insurance coverage required is a minimum. The requirement is not intended to limit the responsibility or liability of the organization renting ASU facilities. If any subcontractor is used, they or the vendor acting on their behalf, are required to carry the same coverage and insurance outlined in the above references document. It shall be the rental agency's responsibility to ensure compliance of this requirement. Certificates of insurance should be sent direct to the Office of Auxiliary Services Scheduling/Events Office at roomreservations@asurams.edu. The Certificate of General Liability Insurance must be on file in the above office prior to the first day of the camp/event.

Due to the nature of some activities, Albany State University reserves the right to require additional limits of liability coverage.

## **Glossary of Terms relative to Interaction with Minors**

#### Minor

A person who is less than eighteen years of age and, for purposes of this policy, who is not enrolled as a student at ASU and who is not employed by ASU.

#### Authorized Adult or Program Staff

A person, paid or unpaid, who may have direct contact, interact with, treat, supervise, chaperone, or otherwise oversee minors. This definition does not include temporary guest speakers, presenters, or other individuals who have no direct contact with program participants other than short-term activities supervised by program staff; or individuals whose only role is as a participant in the education, services, or programs offered.

#### Authorized Program

A program, activity, or service operated or sponsored by ASU institution or by a non-ASU entity using the institutional facilities during which agents, employees or volunteers of ASU or non-ASU entity are responsible for the care, custody, or control of participating minors, rather than their parents or guardians. For purposes of this policy, authorized programs do not include events that are open to the general public and that minors may attend at the sole discretion of their parents or guardians or Institutional Review Board ("IRB") supervised research activities.

The following activities are also exempted from this policy:

- Services provided by the institution's health clinic.
- Private or personal events that occur on campus to include weddings, birthdays parties etc.
- Intercollegiate athletics.

#### Mandatory Reporter

A person who is required by Georgia law to report suspected child abuse to the appropriate authorities. Mandatory reporters include but are not limited to faculty/teachers, administrators, counselors, social workers, psychologists, law enforcement personnel, and other persons who participate in providing care, treatment, education, training, supervision, coaching, counseling, recreational programs or shelter to minors. Mandatory reporters whose

communications would otherwise be legally privileged are required under Georgia law to report suspected child abuse.

#### Child Abuse

Physical injury or death inflicted upon a child by a parent or caretaker thereof by other than accidental means; neglect or exploitation of a child by a parent or caretaker thereof; sexual abuse of a child; or sexual exploitation of a child.

#### **Institution Facilities**

Buildings, structures and improvements of all types, outdoor areas, campus grounds, and athletic venues owned or leased by ASU.

#### Program Administrator

The person(s) who has primary and direct operational responsibility for managing an authorized program. For the purpose of this manual, the Program Administrator will also encompass the roles and responsibilities of the Camp Sponsor and Camp Director as outlined below:

The Camp Sponsor is a University agency or registered group that shall act as the liaison with the University and all internal agencies providing support to the activity.

The Camp Director is the individual who is directly responsible for the camp. This may or may not be someone with University affiliation.

#### Questions

Any questions concerning policies covered in this manual should be addressed to the Executive Director, Auxiliary Services, 2400 Gillionville Road, Albany, Georgia 31707-3098. roomreservations@asurams.edu or (229) 500-2884.

#### Albany State University Protection of Non-Student Minors on Campus ASU-Sponsored/Authorized Programs Required Forms and Agreements

As outlined in Section 4. ASU-Sponsored Authorized Programs of the Albany State University policy relative to the Protection of Non-Student Minors on campus, staff and volunteers must adhere to strict university guidelines. Forms and information to be used in the planning, registration, administration and review processes are listed below and included as attachments to this document.

#### Guidelines and Provisions to be followed

	Appendix 1	Exhibit A – General Provisions listing expectations for events on campus
	Appendix 2	Exhibit B – Program Serving Minors guidelines
	Appendix 3	Exhibit C – Lodging Accommodation guidelines
	Appendix 4	Exhibit D – Pool and Recreation Facilities guidelines
	Appendix 5	Exhibit E – Food Services and Concessions guidelines
	Appendix 6	Exhibit F – Parking guidelines
	Appendix 7	Exhibit G – Alcohol Beverage Policy guidelines
	Appendix 8	Exhibit H – Tobacco and Smoke-free Campus policy
	Appendix 9	Exhibit I- Direct Costs Itemized
Prog	ram Director/Camp Direct	tor Form <u>s</u>
	Appendix 10	Request for Approval to conduct camp/event involving non-student minors
	Appendix 11	Youth Program Summary Sheet
	Appendix 12	Code of Conduct Agreement – Adults
	Appendix 13	Volunteer Application Form
	Appendix 14	Volunteer Release and Waiver of Liability
	Appendix 15	Volunteer Code of Conduct Agreement
	Appendix 16	Emergency Locator List for ASU Camps
	Appendix 23	Youth Programs Medical Treatment Log Form
	Appendix 24	Summer Conference Housing Application – required for overnight, on-campus lodging
	Appendix 25	Housing and Residence Life Housing Application
	Appendix 26	Summer Camp/Conference Housing Accommodations Agreement – required for
		overnight, on-campus lodging
	Appendix 27	What to Bring for Overnight Housing – please provide to overnight, on-campus
		Participants
	Appendix 28	DECAL Exemption Form – only required if operating as a Third Party, not required for
		ASU sponsored camps
	Appendix 29	Human Resources FAQ's
	Appendix 30	IRS Publication – Understanding Employee vs contractor designation
	Appendix 31	Human Resources Action Form
	Appendix 32	Protection of Non-Student Minors Policy/Training Acknowledgement
Facil	ity Use Request – Third Pa	<u>arty</u>
	Exhibit 33	P32 – Request for Use of General Facilities
	Exhibit 34	P32T – Request for use of Theatre/Billy C. Black Auditorium
	Exhibit 35	P32A – Request for use of Athletics facilities
<b>D</b>	· · · · · · · · · · · · · · · · · · ·	
Part	icipant Forms	Vouth Durgeren Fredhanget (Deristantion Fran
	Appendix 17	Youth Program Enrollment/Registration Form
	Appendix 18	Youth Programs Participant Code of Conduct
	Appendix 19	Youth Programs Pick-Up Authorization Form
	Appendix 20	Albany State University Release, Waiver of Liability and Convention Not to Sue
	Appendix 21	Youth Programs for Minors Media Photo and Video Release Form
	Appendix 22	Youth Programs Medication Information Form and Authorization for Medical Care

#### Albany State University EXHIBIT A

#### **GENERAL PROVISIONS**

- <u>Licensed Premises.</u> All facility uses and accommodations shall be by this Exhibit A. Lodging accommodations, if any, shall be described in and governed by Exhibit B. The Licensed Premises is provided and is accepted by Permit Holder "as is, where is, and with all faults." If Owner is unable to provide part of or all of the facilities or services specified in this Agreement, Owner shall give prompt notice thereof to the Permit Holder. This policy became effective for programs starting on or after May 1, 2017.
- 2. <u>Cancellation</u>. If Permit Holder cancels this agreement thirty (30) days or less before the earliest reserved date, it shall forfeit any deposit paid and be liable to Owner for direct costs incurred in preparation to fulfill Owner's obligations under this Agreement. If Permit Holder cancels this Agreement less than ten (10) days of the earliest reserved date, Permit Holder shall forfeit any deposit paid and agrees to pay said direct costs and liquidated damages for its lost business opportunity at a rate of \$25.00 per day for facilities, and \$10.00 per day per room for accommodations.
- 3. <u>Guarantee</u>. Permit Holder shall provide Owner with final guaranteed numbers for conference attendance, and, if applicable, for lodging and food service, no later than ten (10) working days before the earliest reserved date. Owner does not guarantee availability of facilities, food or lodging in which exceeds 105% of the final guaranteed numbers for head and room counts, respectively.
- 4. <u>Terms of Payment.</u> A preliminary bill will be developed based on final guaranteed attendance figures provided by Permit Holder. Payment of the preliminary invoice is due not later than one week prior to the first day of the Event(s). After the completion of the Event(s), a final bill summarizing all fees, charges, deposits and payments will be submitted to Permit Holder. Permit Holder shall pay Owner for any additional unpaid charges within thirty (30) days after receipt of the final bill.
- 5. <u>Failure to Pay.</u> Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Permit Holder violates any other provision of this agreement, all remaining obligations of the Owner under this agreement shall, at the option of the Owner, cease and be terminated upon written notice to the Permit Holder. In any case, all amounts owing to the Owner hereunder which are more than sixty (60) days past due shall be subject to a service charge of one and one-half percent (1½%) per month, constituting an annual rate of simple interest of eighteen percent (18%). Permit Holder shall reimburse the Owner for all collection costs, including professional and attorney's fees and all other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including but not limited to the collection of any sums due and owing, the Owner shall be entitled all costs and expenses of litigation, including attorney's fees.
- 6. <u>Taxes.</u> Unless Permit Holder provides Owner with evidence of tax exempt status, Permit Holder shall be responsible for the payment of all local, state and federal taxes which may be imposed under this agreement.
  - 7. <u>Sale of Food.</u> All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires or by the athletics department. No food may be brought into the premises except by arrangement with said concessionaires. Should concessions be requested by the Permit Holder, such request should be directed to the Auxiliary Services Office at <u>roomreservations@asurams.edu</u> or telephone number (229) 500-2885 and should be booked at least three (3) to four (4) weeks in advance of the date of the Event(s). Concessions will not

be made available at any Event(s) unless requested by the Permit Holder. Arrangements for food services, if any, shall be as outlined in Exhibit D, which is attached hereto and incorporated herein by reference.

- 8. <u>Event Staffing:</u> Permit Holder shall provide all necessary ushers, ticket sellers, doorkeepers, stage hands, property men, scorekeepers, time keepers and any other necessary labor for the Event. Direct labor costs for public safety officers, custodial services, electricians, IT technicians and any other personnel deemed necessary by the Institution will be provided for by the Institution and charges paid by the Permit Holder. These direct costs will be included in the rental agreement as pertinent to each area.
- 9. <u>Reporting of Emergency/Accident Situations</u>: In the event of an emergency, Permit Holder shall immediately contact the Central Dispatch of the Albany State University Policy Department at (229) 430-4711. In the event of a life threatening emergency, dial 911 immediately. Secondary contact is to the Events Coordinator designated Institution representative on site for the event. A written report must be made through the public safety department for any type of accident or emergency situation that may arise during the course of the activity, set up and clean up included.
- 10. <u>Promotion and Publicity.</u> Permit Holder agrees that unless and until a fully signed original of this Agreement has been delivered to both Permit Holder and Owner, no information or publicity of any nature whatsoever relating to Permit Holder's Event(s) shall be disseminated or released. Publicity for the Event(s) must be submitted to the Owner for approval prior to any distribution. Owner agrees that any revenues generated from radio and television shall be for the account of Permit Holder. All such broadcasts, however, shall clearly indicate that the Owner or the Board of Regents of the University System of Georgia is not a sponsor of the event unless otherwise agreed upon in writing prior to the broadcast.
- 11. <u>No Use of Owner's Name.</u> All posters, ticket advertising, verbal offerings, ticket sales, and other similar actions taken by the Permit Holder shall in no fashion whatsoever state or imply the support or sponsorship of the Owner, the Institution, or the State of Georgia without their express written permission. Failure by the Permit Holder to comply with this provision shall be considered automatic grounds for cancellation of this Agreement by the Owner.
- 12. <u>Signs and Banners.</u> Permit Holder shall not display any advertising, promotional, or informational pamphlets, circulars, brochures, merchandise displays, or similar materials within the premises, without the Owner's prior written permission. Permit Holder shall not conduct any business activities within the premises without the Owner's prior written permission.
- 13. <u>Licenses, Permits and Copyright Royalties.</u> Permit Holder shall be responsible for obtaining any necessary licenses and permits for the use or performance of copyrighted works at the Event(s). Permit Holder further shall be responsible for the full payment of any and all copyright royalties that may be required for the Event(s). All required licenses and/or permits shall be presented to the Owner prior to the Event(s).
- 14. <u>Owner Access</u>. Owner shall have access to the premises at all times during which the Permit Holder is permitted to occupy, use and enjoy the premises as outlined hereinabove.
- 15. <u>Owner's Right to Remove.</u> The Owner reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.

16. Damages to the Premises. Permit Holder agrees that it shall not in any way injure, damage, mar or deface the building, floor, furniture, fixtures, or equipment which are in or about the premises. Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents or other persons admitted to the premises by Permit Holder, its agents or employees at replacement cost value. Clean-up following the Event(s) shall be the responsibility of the Permit Holder. Permit Holder shall be responsible for the removal

of any trash from the floors of the premises and lobby. Premises will be inspected by the Events Coordinator or designated representative after the event concludes. Should the Institution deem that the facility is not appropriately cleaned, the Institution will invoice the Permit Holder for custodial services to clean the facility--\$15 per hour per employee.

- 17. <u>Permit Holder's Property Brought Onto Licensed Premises</u>. All property brought onto the premises by the Permit Holder, its members, participants, and invitees, shall be at the sole risk of the Permit Holder. The Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its members, participants, invitees, agents or employees.
- 18. <u>No Alterations or Improvements.</u> Permit Holder shall make no alterations in or additions to the premises.
- 19. <u>Parking</u>. Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Any arrangements for the availability of parking facilities and charges shall be made with the Owner and included on Exhibit E.
- 20. <u>Compliance with Alcohol Policy.</u> At all times while on the premises Permit Holder shall comply with the Institution alcohol policy and shall insure that its agents, employees, or invitees comply with the same. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit F.
- 21. <u>Compliance with No Smoking Policy</u>. Premises are designated as a tobacco free/no smoking facility and Permit Holder agrees to enforce such policy. Permit Holder by its signature herein acknowledges receipt of a copy of such policy, as set forth on Exhibit H.
- 22. <u>Compliance With Programs Serving Minors Policy</u>. Permit Holders that operate events which provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors and Institution property, and to release the Owner and Institution from any liability in conjunction with use of the facility. Permit Holder by its signature herein acknowledges receipt of a copy of and compliance with such policy, as set forth on Exhibit B. At any time, the Institution may request, and must be promptly provided with, copies of all prescreening and training verification.
- 23. <u>Compliance with Fire Safety Standards.</u> In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder further agrees to ensure that all aisles will be kept clear, that no seating in the aisles will be permitted and that every exit light is burning at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises.
- 24. <u>Compliance with All Applicable Laws, Rules and Regulations.</u> Permit Holder agrees that every member connected with the Event(s) shall abide by, conform to and comply with all laws, rules and regulations of the United States, the State of Georgia and Local Government.

25. <u>Assignment.</u> Permit Holder may not assign any of its rights or obligations conferred by this Agreement, either in whole or in part, without the Owner's prior written permission. Any assignment may be withheld or granted at the Owner's sole discretion.

26. <u>Governing Law.</u> This agreement shall be governed by the laws of the State of Georgia.

27. <u>Special Rules for Appearances of Celebrity Personalities</u>. In the event that the personal appearance of a celebrity personality is contemplated for the event, no substitutions for such personalities or stars shall be made without the express written consent of Owner.

Radio or television broadcasts originating on or about the Licensed Premises, and the rights thereto, shall be controlled by mutual agreements to be negotiated and entered into between the parties hereto.

If the planned personality defaults on the appearance, the liability of Owner shall be limited to the return of the permit fees charged, so long as the default is deemed by Owner to be not the fault of Permit Holder. In all other events, the permit fees will be forfeited to Owner.

If it is deemed necessary by the Owner that Owner's personnel be utilized in insuring safe and proper conduct of the event, such as security personnel, electricians to monitor electrical usage, or for any other purpose, Permit Holder shall reimburse Owner for all costs of such personnel utilization.

28. <u>Camp Staff Ratio to Participants/Campers.</u> Albany State University highly recommends that Permit Holder abides by the staff to participant/camper ratios as set forth by the American Camp Association (ACA).

ACA standards require different ratios of camp staff to participants attending camp for varying ages and special needs. Generally, the ratios at resident camps range from: One staff member for every five campers ages 4 and 5; one staff member for every six campers ages 6 to 8; one staff member for every eight campers ages 9 to 14; and one staff member for every 10 campers ages 15 to 17. At day camps the ratios range from: one staff member for every 10 campers ages 6 to 8; one staff member for every 10 campers ages 9 to 14; and one staff member for every 12 campers ages 15 to 17.

#### Albany State University EXHIBIT B

#### PROGRAMS SERVING MINORS

- 1. <u>Institutional Policy</u>. The Board of Regents of the University System of Georgia has developed a policy and procedure addressing the regulations for interacting with Non-Student Minors on Campus. A minor is defined as any person under the age of 18. As a result of this directive, Albany State University has developed a policy for interacting with non-student minors for events/activities held on campus. If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of the Institution's policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below.
- 2. <u>Duty of Care.</u> Permit Holder shall operate such program/activity in a reasonably safe manner.
- 3. <u>Forms.</u> Permit Holder shall use all appropriate forms related to the operation of the program/activity, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.
- 4. <u>Background Checks.</u> Permit Holder shall properly screen and conduct background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.

An integral part of the policy for interacting with non-student minors mandates a background check for all volunteers and salaried employees working the camps/events/activities will be required. Albany State University highly recommends that you, as a third party permit holder, conduct background checks done for all volunteers and employees who will interact with non-student minors at the event to be held on the East or West Campus of Albany State University.

The different types of background checks that are applicable to workers and volunteers for the event named within this document are outlined below.

- a. A state and federal criminal history check covering a minimum of seven (7) years. Institutions may require state and federal criminal history checks covering more than the minimum seven (7) years for specified positions of trust.
- b. A nationwide sex offender search.
- c. A social security number check.

At any time the institution may request and must be promptly provided with a copy of all pre-screening and training verification. All cost (financial and ethical) relating to supplying proof of completed background checks will be the responsibility of the permit holder.

Contact the Albany State University Human Resources Department with any additional questions that you might have regarding background checks.

- 5. <u>Supervision</u>. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the program/activity. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.
- <u>6.</u> <u>Training.</u> Permit Holder shall provide training to all employees, volunteers and others assisting with the program/ activity that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
- 7. <u>Safety and Security.</u> Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.
- <u>8.</u> <u>Reporting Obligations.</u> Criminal activity should be reported immediately to the Institution's campus police department. Campus law enforcement professionals can assess the situation and determine what other notifications or action is necessary.
- 9. Known or Suspected Abuse or Neglect of Minors. If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individuals have other concerns regarding a minor's campus police department and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

#### Albany State University EXHIBIT C

#### LODGING ACCOMMODATIONS

- 1. <u>Accommodations.</u> Should the activity warrant overnight stay on the Institution's campus, Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants as per prior arrangements. Permit Holder may release the reserved accommodation space without penalty up to three (3) weeks prior to the move-in date. Accommodations for additional participants shall be on a space available basis only. Permit Holder shall be responsible for the applicable fees for total actual participants or for the estimated participants, whichever is greater. Permit Holder shall be responsible for any loss of or damage to any of Owner's property.
- 2. <u>Check-in and Check-out.</u> Check-in and Check-out times are as set forth in the Schedule of Licensed Premises. Early arrivals and/or late departures must be arranged with conference coordinator prior to arrival date.
- 3. <u>Assignment.</u> In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodations, this agreement for lodging accommodations shall terminate.
- 4. <u>Personal Property.</u> Permit Holder agrees that Owner shall not be responsible for loss of, or damage to personal property or Permit Holder's participants through fire, theft, or other causes.
- 5. <u>Room Keys.</u> Each participant may check out only his or her own room key. The charge for a lost room key is \$50.00.
- 6. <u>Health Care.</u> Permit Holder acknowledges and agrees that no health care services or facilities are provided by this agreement. Permit Holder shall be responsible for the health care costs and arrangements necessitated by any illnesses and/or accidents of its participants.
- 9. <u>Right to Enter Room.</u> Owner reserves the right to enter any room or apartment for the purpose(s) of inspection, repairs, extermination services, or to control the room or apartment in the event of any epidemic, emergency or any other reason in accordance with Owner's policies.
- 10. <u>Compliance with Laws, Regulations and Policies.</u> Permit Holder agrees to adhere to all of Owner's policies, regulations, guidelines and all local, state and federal laws concerning health, safety and public order. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using Owner's facilities, or termination of this agreement. Owner's regulations and policies include but are not limited to the following:
  - a. No alcohol or drugs may be consumed or brought onto Owner's property; see Exhibit G.
  - b. No smoking or tobacco use will be permitted in any room or apartment or in Owner's buildings, except in those areas specifically approved for that purpose; see Exhibit H.
  - c. No firearms, weapons, ammunition (except as specifically allowed by applicable federal or state law) or fireworks, explosives or highly flammable materials will be permitted within Owner's buildings or on Owner's property.
  - d. No animals will be permitted in rooms or apartments or in Owner's buildings without the Owner's prior written permission. An example to the exception would be service animals.
  - e. No hot plates or other cooking appliances will be permitted in rooms or apartments. Cooking may be allowed in kitchen areas only.

- f. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture without permission of the Owner.
- g. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.
- h. No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.
- i. No tampering with the fire system or fire-fighting equipment will be permitted.
- j. No removal of lounge or common area furniture into individual rooms or residential living spaces will be allowed without permission of the Owner.
- k. No gambling or solicitation in any form will be permitted.
- I. No parking in the service or fire lanes adjacent to Owner's buildings will be permitted.

#### Albany State University EXHIBIT D

#### POOL AND RECREATIONAL FACILITIES

#### 1. <u>Permissible Pool Activities:</u>

- (a) Recreational Swimming. The Pool and facilities are open for recreational swimming each semester contingent upon class and program use. Open access swim days and times are posted each semester in the athletic department and in areas designated for such notification near the pool entrance.
- (b) Competitive Swimming: The Pool and facilities shall be used only during the period 4:00 p.m. to 8:00 p.m. Monday through Friday. Upon request to Owner, the pool may be scheduled for use during other periods when such use will not conflict with use by Owner's programs. Should Owner require the use of the Pool or facilities during the daily scheduled practice hours, Owner shall notify the Permit Holder 48 hours in advance and shall propose alternative practice hours.
- (c) Birthday Parties/Special Events: The Pool and facilities shall be scheduled for personal birthday and other celebrations on an as available basis. All related costs shall be incurred and paid by the Permit Holder. All policies and procedures pertinent to general pool use shall apply to these types of events.
- (d) Adaptive Physical Education: The Pool and facilities shall be used only on an "as available" after Owner's schedules have been determined. Primary contact for scheduling will be accomplished by contacting the Athletics Department at (229) 500-2863. Use is subject to change each semester. The pool may be scheduled for use during additional periods when such use will not conflict use by Owner's programs. Should Owner require the use of the Pool or facilities during any daily scheduled hours, Owner shall notify Permit Holder 48 hours in advance and provide with any proposed alternative use periods.
  - (i) Owner shall provide certified lifeguards at a cost to the Permit Holder and be included in the lease agreement fee at a ratio of one certified lifeguard to 12 attendees.
  - (ii) The Permit Holder shall provide adult supervision of one adult for each two students, or, if the ratio is not met, the Permit Holder shall provide additional certified life guards at the expense of the Permit Holder.
  - (iii) The Permit Holder shall provide an Assumption of Risk and Waiver of Liability form for each student, properly executed and releasing the Owner and the Board of Regents of the University System of Georgia. The release shall be in a form acceptable to Owner.
- 2. <u>Legal Compliance.</u> The Pool, as made available to is "as-is, where-is, and with all faults." Owner, however, endeavors to maintain the Pool in compliance with governmental requirements, including all fire, health and safety codes, applicable to the Board of Regents of the University System of Georgia and Albany State University.
  - a. If Owner determines that a member of its institution's staff must be present at the pool during the Permit Holder's use of the pool, which staff member would not otherwise be present, then Permit Holder shall reimburse the Owner for the cost of such staff member.
  - b. Upon request, Permit Holder may arrange for monitoring by Owner's security personnel. If so requested, or if Owner determines security personnel are required, which would not

otherwise be required, Permit Holder shall reimburse the Owner for the cost of security personnel.

- 3. <u>Maintenance and Repair.</u> Permit Holder shall immediately give notice to Owner of any condition of the Pool which requires repair. Upon receipt of notice, Owner shall initiate, within a reasonable time, such repairs as Owner shall, in its discretion, deem necessary. If the Pool is unusable/unavailable at time of reservation, Permit Holder shall be entitled to reschedule the activity to a time convenient to the Permit Holder when the pool will be available. There will be no refund or reduction in fees.
- 4. <u>Limitation of Owner's Liability.</u> Owner shall not have any liability as a result of the failure of the Pool to satisfy the Permit Holder's requirements or for failure to maintain or repair the Pool or to satisfy any other obligation except as provided in Paragraph 3.
- 5. <u>Pool Operations under this License.</u>
  - 5.1 Owner retains, and Permit Holder may not interfere with:
    - a. Owner's access to the Pool and Facilities at all times to exercise its rights or responsibilities.
    - b. Owner's right to issue regulations and directives in good faith deemed necessary to the safe and orderly operation of the Pool.
    - c. Owner's right to remove any person who fails to comply with this Agreement or whose removal from the Pool the Owner in good faith believes is necessary for the safe and orderly operation of the Pool.
  - 5.2 Permit Holder shall:
    - a. Use the Pool in a safe and orderly manner.
    - b. Comply with Owner's regulations and directives governing the safe and orderly operation of the Pool.
    - c. Conform to all governmental statutes, regulations, ordinances and directives.
    - d. Be responsible for the safety of any temporary facilities utilized for Permit Holders purposes.
    - e. Obtain all licenses, and pay all royalties and artists fees, necessary to use any patented or copyrighted material or any trade name.
    - f. Not in any way damage, deface, or alter the Pool.
    - g. Not affix any signs, advertisements or notices to the Pool, inside or outside, or attached to any part thereof, without the Owner's consent.
    - h. Not fasten any article, drill holes, drive nails, or screws into the walls, floors, woodwork, or partitions; nor shall Permit Holder paint or spray paint the walls, floors, woodwork or partitions; without the consent of the Owner.
- 6. <u>Planning Requirements for Competitive Swimming or Adaptive Physical Education.</u>

- 6.1 Proposed Plan: At least seventy-two (72) hours prior to the beginning of the License Period, Permit Holder shall provide Owner its proposed plans for its activities in the Pool, which shall contain all information reasonably available to Permit Holder about the event, but which shall include at least the name and address of Permit Holder's primary on-site representative, its security and emergency medical services representatives, and its representatives for any other services.
- 6.2 Review of Plan: Owner shall promptly review the proposed plans for general conformance to this Agreement and policies of the Owner. Permit Holder shall provide such additional planning information Owner reasonably requests for that review. After consultation with Permit Holder, Owner may require Permit Holder to make changes in the proposed plans to attain the safe and orderly operation of the Pool, compliance with this Agreement and Owner's policies, and coordination of the use of common areas and other users of the Pool. Permit Holder may not make material changes in the proposed plans submitted to the Owner without Owner's consent. Permit Holder shall conduct its operation in substantial conformity with the approved plans as submitted.

#### Albany State University EXHIBIT E

#### FOOD SERVICES AND CONCESSIONS

 <u>Sale of Food.</u> All food sales and/or concessions shall be operated by one of the Institution's campus food concessionaires. No food may be brought into the premises except by arrangement with said concessionaires. Dining contractor on campus has exclusive rights to food and beverage catering for events held on campus. No outside may be brought on to the campus without prior written permission of the Events Coordinator.

Arrangements for menus and cost will be made directly with Aladdin, a division Elior North America, personnel at (229) 500-3628. Aladdin will invoice separately for catering services. Deposits, payment policies, deadlines and other information provided by the dining contractor may differ from deadlines set forth by the Institution for the activity.

- 2. <u>Clean-up and Garbage Removal.</u> Permit Holder covenants and agrees to be responsible for clean-up and removal of all trash, garbage and refuse from the premises. Permit Holder may arrange with food vendors and concessionaires to provide this service. At the discretion of the Owner, the Permit Holder may be invoiced for custodial services to clean the premises should it be deemed that the areas were not cleaned sufficiently.
- 3. All food services should be booked at least three (3) weeks in advance unless acceptable arrangements are made with the dining contractor.

#### <u>Appendix 6</u>

#### Albany State University EXHIBIT F

#### PARKING

- 1. <u>Lodging Facilities.</u> Parking is limited. The license plate must be noted on the lodging registration form. Unnumbered and unmarked parking spaces in the parking lot adjacent to the lodging facility may be utilized on a space available basis. No parking sticker or permit is required. For oversize and specialty vehicles, see restrictions below.
- 2. <u>Special Events Parking</u>. Parking on the Albany State University Radium Springs and Gillionville campuses are by permit. Relaxed parking policies may be in effect for special events/activities. Parking is prohibited in any space that is reserved/numbered or labeled faculty staff.

When appropriate, a temporary permit/sticker shall be issued to each authorized vehicle through the Permit Holder's Representative. Each such permit/sticker shall indicate the dates and assigned parking areas in which parking is permitted for the event/activity. For oversize and specialty vehicles, see restrictions below.

Vehicles in violation of these policies will be towed at the owner's expense.

- 3. <u>Oversized or Specialty Vehicles, Trailers, Campers, and Recreational, Vehicles.</u> Any oversized or specialty vehicle, trailer, camper or recreational vehicle, must be parked in the designated oversize vehicle parking facility as designated for that event. In general, any vehicle which cannot fit within a standard parking space, with sufficient room to open all doors on all sides of the vehicle without infringing upon a vehicle parked in an adjacent space, must be parked in the designated oversize vehicle parking facility. A special permit may be required. For lodging residents, the permit is obtained from the Albany State University Police Department main office on the Radium Springs Campus or the substation located on the Gillionville Campus. For other Permit Holder vehicles, the permit is obtained through the Permit Holder's Representative or from campus parking control. A special fee may be required for parking in the designated oversize vehicle parking facility.
- 4. <u>Visitor Parking</u>. Parking in spaces designated as "visitor" parking is temporary parking available on a first come, first served basis. No overnight parking is permitted in a "visitor" parking space. Visitors conducting business or attending meetings on the East or West campus may park in available spaces not designated as reserved for Faculty and/or Staff or in handicapped parking spaces unless permitted to do so.
- 5. <u>Parking Violations</u>. Violations of the parking rules may subject the vehicle owner to citation and fine. Such citations will be issued through the campus security/traffic control office. Any unsatisfied citations must be paid by the Permit Holder prior to receiving final clearance to close out the license granted to the Permit Holder. Vehicles in violation of parking in numbered/reserved spaces may be subject to towing at the owner's expense.
- 6. <u>Parking Fees</u>. Owner reserves the right to charge parking fees "at the lot" for attendees at any event.
- 7. <u>No Liability of Owner</u>. Permit Holder acknowledges and agrees that the use of any parking space on Owner's campus creates no bailment. Any charges are for the use of space only. Owner assumes no responsibility whatever for loss or damage of any vehicle or its contents however caused. Owner disclaims any and all liability from use of any parking space. No employee or agent of Owner has the authority to vary this agreement.

#### Albany State University EXHIBIT G

#### **ALCOHOLIC BEVERAGE POLICY**

ALCOHOLIC BEVERAGE POLICY: Possession or consumption of alcoholic beverages is prohibited on Campus.

*Exceptions:* The following limited exceptions to the Alcoholic Beverage Policy are permitted:

- 1. Sports and Recreation Facilities when leased for non-campus sponsored events.
  - a. Attendees over 21 years of age may consume alcoholic beverages on the sports or recreation facility premises, so long as it is purchased at the facility from an authorized and licensed on-premises concessionaires during the sports or recreation event, and is contained in paper or plastic containers. Appropriate ID is required of all persons consuming alcoholic beverages.
  - b. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative.
  - c. No alcoholic beverage may be carried onto or taken from the premises by any individual.
- 2. <u>Special Events and Conferences</u>: All requests must be submitted by the Permit Holder at least six (6) weeks prior to the event. The following rules apply:
  - a. <u>All</u> program participants must be 21 years of age or older. The Permit Holder is responsible for checking identification and age of participants.
  - b. Alcohol must be served by authorized and licensed on-premises concessionaires.
  - c. Consumption shall be limited to a reasonable amount and may be curtailed at any time by a concession, food service, or institution representative. The Permit Holder is responsible for enforcement.
  - d. The Permit Holder may either arrange for program participants to purchase alcoholic beverages from the authorized and licensed on-premises concessionaire or food service vendor, or may purchase the alcoholic beverages and deliver them to the concessionaire or food service vendor prior to the event where applicable by law.
  - e. Food must be available at the event at all times. Food must be present in the room/facility(s) where alcoholic beverages are to be served.
  - f. Alcoholic beverages must remain in the room(s) where served.
  - g. No alcoholic beverage may be carried onto or taken from the premises by any individual.
  - h. The Permit Holder assumes all responsibility for damages resulting from the specific event, and indemnifies and holds Owner and the Board of Regents harmless from all such damages.
  - i. The Permit Holder will promptly remove or cause to be removed all alcoholic beverages that remain at the conclusion of the event.

- j. With presentation of the appropriate City of Albany and State of Georgia Alcohol Licensing/Serving Permits to the Events Coordinator of Albany State University prior to the commencement of the event, the client may serve alcoholic beverages. Permit Holder must comply with all local, state and pertinent federal rules and regulations, as well as institutional policies.
- k. Requesting organization may wish to contract with a caterer who possesses an "off-site alcohol catering license" for alcoholic beverage service. If this course of action is taken, the caterer must provide Albany State University with a Certificate of Liability Insurance listing Albany State University as an additional insured. A copy of the Certificate of Insurance validating this coverage must be on file in the Event Coordinator's office prior to the start of the event. All above policies and procedures for alcohol service remain the same.

#### Albany State University EXHIBIT H

#### TOBACCO AND SMOKE-FREE CAMPUS POLICY

In accordance with the Georgia Smoke Free Air Act of 2005, Title 31 Chapter 12A, this policy reinforces the USG commitment to provide a safe and amicable workplace for all employees. The goal of the policy is to preserve and improve the health, comfort and environment of students, employees and any persons occupying our campuses.

The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the USG or its affiliates is expressly prohibited. "Tobacco Products" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.

Further, this policy prohibits any advertising, sale, or free sampling of tobacco products on USG properties unless specifically stated for research purposes. This prohibition includes but is not limited to all areas indoors and outdoors, buildings and parking lots owned, leased, rented or otherwise used by the USG or its affiliates. The use of tobacco products is prohibited in all vehicles – private or public vehicles - located on USG properties.

This policy applies to all persons who enter the areas described above, including but not limited to students, faculty, staff, contractors and subcontractors, spectators, and visitors. All events hosted by a USG entity shall be tobacco free. All events hosted by outside groups on behalf of the USG shall also be tobacco-free.

#### Exceptions for Tobacco Use

The President or a designated representative of each institution will define any exceptions to this policy. Exceptions to the policy will be very limited and on an as needed basis. The intent is the campus is tobacco and smoke free unless otherwise needed for educational purposes and/or the advancement of research on campus.

#### Enforcement

The overall enforcement and authority of this policy lies with the President of the institution, but it is also a shared community responsibility, which means all students, faculty, and staff share in the responsibility to help keep the campus tobacco-free. Signage to help inform our campus community and visitors will be placed throughout campus.

#### Violation of Policy

Violation of this policy may result in corrective action under the Student Code of Conduct or campus human resource policies. Visitors refusing to comply may be asked to leave campus. The right to future rental of facilities on the Albany State University campuses may be forfeited should this policy be violated by third party permit holders.

#### Albany State University EXHIBIT I

#### **Itemized Costs**

Personnel Fees: The number of personnel to be used at each event will be determined by Albany State University. All direct hourly costs to be billed at two hour minimums. The University reserves the right to adjust all facility rates, direct costs, etc., at any given time without notice. The University will provide clients with notice of changes as early as possible.

FACILITY RENTAL	
C-266	
Stage	
Floor Covering (Athletic Floors)	
Dance Floor (Parquet wood – 24ft. x 24ft.)	
SUB-TOTAL RENTAL	
Technical Crew	
Backstage	
Light Board	
Sound Board	
Follow Spot	
Custodians	
IT Technician/AV Support	
Police/Security	
Facility Supervisor	
Electrician	
Clean up Fee	
Table Rental – five (5) foot round	
Table Rental $- six (6)$ foot banquet	
Chairs, black mesh	
Setup	
Other	

#### TOTAL DUE ASU:

\*Non Profit Entities are defined as those organizations that in their daily operations do not make a monetary profit on the goods of services they provide, i.e., state or federal agencies, charitable organizations, school systems, etc. On occasion, outside organizations will provide potential benefits to the College in terms of marketing, recruitment opportunities, partnerships, corporate donations, etc. In these limited situations, the department involved with the organization shall submit a written request to the College President or designee requesting a reduction/waiver of the approved fee schedule. Such a request must justify the benefit to be derived by the College. Agency must provide proof of 501(c)3 status in order to be charged on the non-profit rate schedule.

#### Albany State University Youth Programs Serving Non-Student Minors Request for Approval ASU Sponsored or Third Party Camp Administered by an ASU employee

Name of Program:	Program Dates:				
Camp administered by or sponsored by Al	bany State University	:Yes_	No		
Program Administrator:	Program	Program Director:			
List of program staff (employed by ASU or	volunteer)-Use separ	ate sheet if necessary	·		
Participants are Minors: Yes					
Anticipated attendance: Minors	Non-student m	inors			
Residential Camp: Yes N	ο				
Day Camp: Yes No					
Brief synopsis of purpose of camp and car	mp agenda/activities:	Use separate sheet if	necessary.		
By signing below, I affirm that this program protection of non-student minors.	n/camp is compliant v	vith all ASU/BOR polic	cies and procedures for the		
Signature: Program Administrator	Printed Name	Date			
Funding Source	_ (If grant, grant admir	histrator must approve	e expenditure of funds)		
Signature: Grant Administrator	Printed Name		Date		
Cabinet Level Approval: Granted	Denied				
Signature: Cabinet Level Supervisor	Printed Name		Date		

Routing: Complete and route to cabinet level supervisor for approval. Once approved or denied, a copy of the request will be sent to the Events Office and to the ASU Human Resources Office. If the camp is approved as a third party activity, and the administrator is an ASU employee, the administrator must compete the "Outside Activities Request Form" and submit through channels as instructed.

Albany State University Youth Programs Involving Minors Post Event Summary of Event
Name of Program:
Date of Program/Event:
Location:
Was this an ASU administered/sponsored program?yesno If not, who is the authorized sponsor?
Total Number of Participants:
Were minors participants?yesno
If minors participatedNumber of minors Non-Minor participants
Was overnight stay included in the program?yesno
Signature of Program Administrator Printed Name of Administrator Date

Completed document must be submitted to the ASU Executive Director of Auxiliary Services within ten (10) days of the conclusion of the event. Data is collected relative to camps/events held on the ASU campuses whether institution or third party sponsored for reporting purposes.

Revised 02/03/2020

## **Albany State University**

# Code of Conduct for Authorized Adults in Programs for Protection of Non-Student Minors

#### **Code of Conduct:**

Authorized Adults are individuals, age 18 and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee minors in program activities, recreational, and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, employees of temporary employment agencies, and independent contractors/consultants. The Authorized Adults' roles may include positions as counselors, chaperones, coaches, instructors, etc. A minor is defined as a person who is less than 18 years of age and, for the purposes of this policy, who is not enrolled as a student at ASU and who is not employed by ASU.

Authorized Adults are responsible for following and enforcing all rules and must be able to provide information included herein to program participants and be able to respond to emergencies. Authorized Adults are considered as **mandated reporters** as defined by Georgia law. Therefore, if you have reasonable cause to believe that a child has been abused (including but not limited to mental, physical, or sexual abuse), you must make a report, immediately but no later than 24 hours, to the Office of Public Safety or other local law enforcement and are subject to criminal penalty for failing to do so.

#### Authorized Adults shall not:

- 1. <u>Have one-on-one contact with minors</u>. 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, including entering into a minor's room, bathroom facility or similar area. (*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. Have any direct electronic contact with minors without another adult being included in the communication.
- 3. Engage in abusive conduct of any kind in the presence of, or towards, a minor.
- 4. Strike, hit, administer corporal punishment, or touch in an inappropriate or illegal manner any minor.
- 5. Transport minors to or from their homes, except as specifically authorized in writing by the minor's parent or legal guardian, or in cases where the minor is the child of the driver. In no case shall the institution be liable for transportation to and from their homes.
- 6. Make sexual materials in any form available to minors participating in programs or activities covered by this document or assist them in any way in gaining access to such materials.
- 7. Share accommodations with minors other than their own children or children under their legal guardianship.
- 8. Provide alcohol or illegal drugs to any minor. Authorized Adult's shall not provide any over the counter medications or prescription drugs to any 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, and such action is approved by the Program Administrator, also referred to as Camp Sponsor or Camp Director.
## Albany State University Code of Conduct for Authorized Adults in Programs for Protection of Non-Student Minors

## Expectations of Behavior & Consequences of Misconduct for Staff and Participants:

Program participants and staff must abide by all University regulations and may be removed from the program for non-compliance with the following expectations. It is the responsibility of the Program Administrator to communicate these expectations to their staff and volunteers. If an allegation of inappropriate conduct has been made against an Authorized Adult participating in a program, they shall discontinue any further participation in program/activities covered by Albany State University's Interaction with Non-Student Minors Policy until such allegation has been resolved to the satisfaction of the Office of Legal Affairs.

- **1**. It is the responsibility of all Authorized Adults to inform program participants of safety and security procedures, University rules, program specific rules, and expectations of behavior.
- 2. Participants are expected to be respectful of others. No violence, including sexual abuse or harassment, will be tolerated. Hazing of any kind is prohibited. Bullying including verbal, physical, and cyber bullying are prohibited.
- **3**. The inappropriate use of cameras, imaging, and digital devices is prohibited, including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
- 4. The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.
- 5. Use of tobacco products is prohibited on all University property.
- 6. Misuse or damage of University property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of University property.
- 7. No theft of property, regardless of owner, will be tolerated.
- 8. The operation of a University motor vehicle by minors is prohibited while attending the program. 9. The parking of staff and participant vehicles must be in accordance with University parking regulations.
- 9. Rules and procedures governing when and under what circumstances participants may leave University property during the program must be made explicit by the Program Administrator and communicated in writing to program participants, staff and parents of minors.
- 10. Authorized Adults are expected to report immediately misconduct or violations of expected behavior to the Program Administrator, who will then report such incidents to the Office of Legal Affairs, and to the ASU Police Department, if appropriate.
- 11. 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 institution police department 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.) The institution 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.
- 12. Authorized Adults participating in Minors on Campus programs are required to notify their Program Administrator, Human Resources and University Police of any arrest (charged with a misdemeanor or felony) or conviction within 72 hours of knowledge of the arrest or conviction. This includes any arrests or convictions that occur either between the date of a background check and the beginning of the event/program. Human Resources will notify the Program Administrator and Office of Legal Affairs, who will then determine, in conjunction with University Police, if it is appropriate for the Authorized Adult to continue with the program.

## Albany State University Code of Conduct for Authorized Adults in Programs for Protection of Non-Student Minors

**13**. If the Authorized Adult believes that the Program Administrator is involved in the allegations of assault or abuse, they shall inform University Police directly.

By signing below, I have read, understand and agree to abide by the directions provided in this document.

Print Full Name

Signature

Date

**Routing: Retain for event file.** 

## Albany State University

## **Volunteer Application Form**

		Volunteer Assign			-	
Reporting Department/Area:	Supervis	sor of Volunteer:	Starting 1	Date:	Er	nding Date:
Volunteer Information: First Name:		Middle Nar	ne:	Last Name:	:	
Address:		City:		State:		Zip:
Social Security No.		Date of Bir	h:	Email Add	ress:	
Primary Phone:		Alternate P	none:	Other Phon	es:	
Have you ever been convicte	ed of a felony?			If yes, Plea	se explain and	l list dates:
Yes	No	N/A				
Driving Requirements: (to dri	ve in role as volu	nteer)		1		
Do you currently have a valid	driver's license?	Do you currently have	a valid GA c	commercial drive	r's in Georgia'	?
• Yes • No	• N/A		• Yes	• No		• N/A
If yes, list license numbe	r and valid dates:		lf yes, l	list license numb	er and valid da	ates:
Education:						
High School Attended:		College Attended:		Highe	st Degree Awa	arded (when & where):
Special Considerations:						
Special Considerations.						
reports may be requested ab various federal, state, or loca You hereby authorize the ob	out you including al agencies. If you taining of such co by authorize without	information about crimi in duties involve signific onsumer reports and inve- out reservation, any party	inal record an ant fiscal ove estigative con y or agency co	nd sexual offende ersight, we will co sumer reports at	er status and m onduct a credit any time after	5 1
*Note: All drivers must su	omit to a drug sc	creen. Please refer to dr	ug screen po	olicy.		
BY SIGNING BELOW, I certif of my knowledge.	y that I have read	and agree with these sta	tements and t	that all supplied i	nformation is	accurate and complete to the best

Applicant's Signature and Date:

Routing: Human Resources at hr@asurams.edu.

Official Use Only Authorized By:

(Signature) (Date)

## Volunteer Application Form

## Release and Waiver of Liability

## PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS.

This Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_, 20\_ , by (DAY) (MONTH)

The Volunteer desires to work as a volunteer for Albany State University and to engage in the activities related to being a volunteer. The volunteer understands that the activities may include a variety of skills and physical exertion.

The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. **Waivers and Release.** Volunteer does hereby release and forever discharge and hold harmless Albany State University and its officers, directors, employees, agents, volunteers, students and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's work for Albany State University.

Volunteer understands and acknowledges that this Release discharges Albany State University from any liability or claim that the Volunteer may have against Albany State University with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Albany State University whether caused by the negligence of Albany State University or its officers, directors, employees, agents, volunteers, students or otherwise. Volunteer also understands that, except as otherwise agreed to by Albany State University in writing, Albany State University does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical health, or disability insurance, in the event of injury or illness.

- 2. **Medical Treatment**. Except as otherwise agreed to by Albany State University in writing, Volunteer does hereby release and forever discharge and hold harmless Albany State University and its successors and assigns from any and all liability or claims which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with Volunteer's work for Albany State University.
- 3. **Assumption of Risk**. The Volunteer understands that the work for Albany State University may include activities that may be hazardous to the volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Albany State University from all liability for injury, illness, death or property damage resulting from the activities the Volunteer performs on behalf of Albany State University.

4. **Insurance.** The Volunteer understands that, except as otherwise agreed to by Albany State University in writing, Albany State University does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. **Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.** 

- 5. **Photographic Release**. Volunteer does hereby grant and convey unto Albany State University all rights, title, and interest in any and all photographic images and video or audio recordings made by Albany State University during the Volunteer's work for Albany State University, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 6. **Non-Employment**. Volunteer does hereby confirm and acknowledge that his/her services are voluntarily offered and are rendered as a Albany State University non-compensated volunteer to assist with the general activities and programs associated with the University. Volunteer acknowledges and understands that s/he is not an employee of Albany State University and will receive no pay, benefits, or other privileges of employment of any kind for services rendered, including,

## Routing: Human Resources at hr@asurams.edu.

## **Albany State University**

## **Volunteer Application Form**

but not limited to, salary, travel, parking, reimbursement for transportation, or any other expenses whatsoever which may be incidental to his/her services as a volunteer. Volunteer acknowledges and understands that because he/she is not an employee of Albany State University, s/he is not entitled to any benefits normally associated with employment, such as workers' compensation, unemployment compensation, retirement, and paid leave accrual.

7. **Confidentiality**. Volunteer acknowledges that during his/her voluntary services or participation, s/he might have access to, or be exposed to confidential information of Albany State University which may include, but not limited to; social security numbers, addresses, telephone numbers, files, correspondence, health or personal information, as well as conversations, electronic records, emails, data bases and recordings. In the performance of duties, Volunteer may gain access to sensitive or confidential information and records that may be protected from disclosure by federal or state law. Examples include education records protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), medical records protected by The Health Insurance Portability and Accountability Act of 1996, and

employee records that are protected from disclosure under the Georgia Public Information Act. Volunteer understands that unauthorized disclosure of such Protected Information can adversely impact the University, individual persons, or affiliated organizations. Volunteer acknowledges that disclosure of such information could cause irreparable harm or damage to Albany State University, its employees and/or students. S/he therefore agree that to keep confidential and not disclose any information acquired from Albany State University, its staff, students, agents, or representatives in connection with this agreement, services, or participation. Volunteer acknowledges and agrees that his/her obligation to maintain confidentiality does not expire and remains in effect even after this agreement for services has expired.

I certify that this information is true and accurate to the best of my knowledge, and I release and hold harmless Albany State University State for any inaccuracy or misrepresentation.

## **Required Signatures:**

Volunteer:	Date:
Parent/Guardian (if under 18):	Date:
Supervisor:	Date:
Business Unit Leader:	Date:

## Albany State University

## Code of Conduct for Authorized Volunteers in Programs for Non-Student Minors

#### **Code of Conduct:**

Authorized Adults are individuals, age 18 and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee minors in program activities, recreational, and/or residential facilities. This includes but is not limited to faculty, staff, volunteers, graduate and undergraduate students, interns, employees of temporary employment agencies, and independent contractors/consultants. The Authorized Adults' roles may include positions as counselors, chaperones, coaches, instructors, etc.

A minor is defined as a person who is less than 18 years of age and, for the purposes of this policy, who is not enrolled as a student at ASU and who is not employed by ASU.

Authorized Adults are responsible for following and enforcing all rules and must be able to provide information included herein to program participants and be able to respond to emergencies.

Authorized Adults are considered as **mandated reporters** as defined by Georgia law. Therefore, if you have reasonable cause to believe that a child has been abused (including but not limited to mental, physical, or sexual abuse), you must make a report, immediately but no later than 24 hours, to the Office of Public Safety or other local law enforcement and are subject to criminal penalty for failing to do so.

#### Authorized Adults shall not:

1. Have one-on-one contact with minors. 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, including entering into a minor's room, bathroom facility or similar area. (*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. Have any direct electronic contact with minors without another adult being included in the communication.

3. Engage in abusive conduct of any kind in the presence of, or towards, a minor.

4. Strike, hit, administer corporal punishment, or touch in an inappropriate or illegal manner any minor.

Transport minors to or from their homes, except as specifically authorized in writing by the minor's parent or legal guardian, or in cases where the minor is the child of the driver. In no case shall the institution be liable for transportation to and from their homes.
 Make sexual materials in any form available to minors participating in programs or activities covered by this document or assist them in any way in gaining access to such materials.

7. Share accommodations with minors other than their own children or children under their legal guardianship.

8. Provide alcohol or illegal drugs to any minor. Authorized Adult's shall not provide any over the counter medications or prescription drugs to any 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, and such action is approved by the Program Administrator, also referred to as Camp Sponsor or Camp Director.

### Expectations of Behavior & Consequences of Misconduct for Staff and Participants:

Program participants and staff must abide by all University regulations and may be removed from the program for non-compliance with the following expectations. It is the responsibility of the Program Administrator to communicate these expectations to their staff and volunteers. If an allegation of inappropriate conduct has been made against an Authorized Adult participating in a program, they shall discontinue any further participation in program/activities covered by Albany State University's Interaction with Non-Student Minors Policy until such allegation has been resolved to the satisfaction of the Office of Legal Affairs.

1. It is the responsibility of all Authorized Adults to inform program participants of safety and security procedures, University rules, program specific rules, and expectations of behavior.

2. Participants are expected to be respectful of others. No violence, including sexual abuse or harassment, will be tolerated. Hazing of any kind is prohibited. Bullying including verbal, physical, and cyber bullying are prohibited.

3. The inappropriate use of cameras, imaging, and digital devices is prohibited, including use of such devices in showers, restrooms, or other areas where privacy is expected by participants.

4. The possession or use of alcohol and other drugs, fireworks, guns and other weapons is prohibited.

5. Use of tobacco products is prohibited on all University property.

6. Misuse or damage of University property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of University property.

7. No theft of property, regardless of owner, will be tolerated.

8. The operation of a University motor vehicle by minors is prohibited while attending the program.

9. The parking of staff and participant vehicles must be in accordance with University parking regulations.

10. Rules and procedures governing when and under what circumstances participants may leave University property during the program must be made explicit by the Program Administrator and communicated in writing to program participants, staff and parents of minors.

11. Authorized Adults are expected to report immediately misconduct or violations of expected behavior to the Program

Administrator, who will then report such incidents to the Office of Legal Affairs, and to the ASU Police Department, if appropriate. 12. 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 institution police department 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.) The institution 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.

13. Authorized Adults participating in Minors on Campus programs are required to notify their Program Administrator, Human Resources and University Police of any arrest (charged with a misdemeanor or felony) or conviction within 72 hours of knowledge of the arrest or conviction. This includes any arrests or convictions that occur either between the date of a background check and the beginning of the event/program. Human Resources will notify the Program Administrator and Office of Legal Affairs, who will then determine, in conjunction with University Police, if it is appropriate for the Authorized Adult to continue with the program.

14. If the Authorized Adult believes that the Program Administrator is involved in the allegations of assault or abuse, they shall inform University Police directly.

By signing below, I have read, understand and agree to abide by the directions provided in this document.

Full Name Signature Date

## <u>Appendix 16</u>

## Albany State University

## Youth Programs – Protection of Non-Student Minors

Emergency Locator List for ASU Summer Camps

Name of Camp:	
Date(s) of Camp:	
Overnight or Day Camp (Circle One)	
Name of Camp Sponsor/Director:	
Cell Phone Number:	_
Alternate Contact:	_ Alternate Phone Number:
Times of Camp and relative locations	throughout the day (can attached agenda):
Any additional pertinent information	1:

Routing: CC to PoliceDepartment@asurams.edu and roomsreservations@asurams.edu.

## ALBANY STATE UNIVERSITY

## YOUTH PROGRAMS – PROTECTION OF NON-STUDENT MINORS

## **REGISTRATION FORM**

Program:	Event Dates:					
Last Name:	First Name:	]	MI:			
Address:	City:		_Zip:			
School:						
Birthday:/ Grade:	Gender :	Age:				
Racial Classification (circle all that apply): Wh	ite African-American or Black	American Indian Asian	Pacific-Islander			
Home Phone: Cell	Phone:	Email:				
Parents or guardians you live with:						
Last Name:	First Name:	Work Phone:				
Last Name:	First Name:	Work Phone:				
Health concerns or special needs you would	like the university to be aware	of:				
Parent/Guardian Signature:	Print N	Jame:				
Date:						
	Notice of Exemption					
I, acknowledge that understand this program is not required to be program is exempt from state licensure.	I have been informed this prog e licensed by the Georgia Depa	ram is not a licensed child c rtment of Early Care and Le	are facility. I also arning and this			
Parent Signature	Date		-			
<b>Routing: Retain for event file.</b>	45					

## ALBANY STATE UNIVERSITY

## YOUTH PROGRAMS PARTICIPANT CODE OF CONDUCT

Program / Camp Name: \_\_\_\_\_

Participant Name (Please Print):

Parent / Guardian Name (Please Print):

The Program has established rules and standards of conduct for all Participants. It is the responsibility of the Parent/Legal Guardian and the Participant to review the Program rules and standards of conduct. Dismissed Participants are not eligible for a refund of any fees or expenses. The Parent/Legal Guardian is responsible for all costs associated with removing the Participant from the Program due to his/her misconduct, including but not limited to transportation costs to return the Participant home.

## PARTICIPANT AGREEMENT

I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct and follow all reasonable direction of the Program Staff. Failure to comply with the Program's rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my being dismissed from the program.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PARENT/LEGAL GUARDIAN AGREEMENT

I understand that my child will be subject to the rules and standards of conduct of the Program and the University System of Georgia. I further understand that my child's violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my child's dismissal from the Program. I accept responsibility for all costs associated with removing my child from the Program, including but not limited to transportation costs to return the Participant home. I understand that Dismissed Participants are not eligible for a refund of any fees or expenses.

Parent/Legal Guardian	's Signature:	]	Date:
0	0		

## ALBANY STATE UNIVERSITY

## YOUTH PROGRAMS – PROTECTION OF NON-STUDENT MINORS

		PICK UP A	AUTHORIZATION	<u>1</u>	
I. Per	rsonal Information (please pr	·int)		Today's Date://	,
Child's N	lame:				Age:
	an Names:				
Home Phone:		Cell Phone	(s):		
Work Phone(s	):				
Please list any years of age. ' individuals mu	horized Pick Up individual who is authorized to The above-named child will no ast pick up the child in person rsons who fail to provide accep	ot be permitted and may be re	to leave the progra quested to show ide	m with anyone who is not	listed below. Authorized
I authorize the	following responsible persons Authorized Person		y child from the prog Phone Number		ges as needed): nip to Child
		_			
		_			
		_			
		_			
	at children must be picked up	• •			
	contact the local police depart		•	•	at home, your child
will be release	d to the Division of Family an	ia Unitaren Se	rvices. III. Al	uthorized Dismissal	
•	least 16 years of age and will self/herself out at the end of th	-		sportation to and from the	Program. My child
Signature of 1	Parent or Guardian:				
				Parent or	
Guardian Na	me*:				
*Please note tl	nat only the enrolling parent w	ill be permitte	d to complete this fo	orm.	

<b>Routing:</b>	Retain	for event	file.

## Albany State University RELEASE, WAIVER OF LIABILITY AND CONVENTION NOT TO SUE (READ CAREFULLY BEFORE SIGNING)

The undersigned hereby acknowledges that participation in collegiate athletic programs and recreational activities involve an inherent risk of physical injury and assumes all such risks. The undersigned hereby agrees that for the sole consideration of Albany State University (the Institution) allowing the undersigned to participate in voluntary recreational programs or collegiate athletic activities and, in connection therewith, making available to the undersigned for his/her use while participating in such programs or activities, certain equipment, facilities, grounds, or personnel of the institution, the undersigned participant does hereby waive liability, release forever discharge the Institution and the Board of Regents of the University System of Georgia (the Board of Regents), its members individually, and its officers, agents and employees of and from any and all claims, demands, rights and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with such recreational programs or collegiate athletic activities. He/she will not sue the Institution, the Board of Regents, its members individually, its officers, agents or employees for any claim for damages arising or growing out of his/her voluntary participation in recreational programs or collegiate athletic activities. The undersigned understands that the acceptance of this release, waiver of liability and covenant not to sue the Institution or the Board of Regents or any agent or employee thereof, shall not constitute a waiver, in whole or in part, of sovereign or official immunity by said Board; its members, officers, agents, and employees.

In signing this release, the undersigned acknowledges and represents that he/she has read the foregoing waiver, release and covenant not to sue, understands it, and has signed it **voluntarily** of his/her own free act and deed. He/she further acknowledges that no oral representation, statements or inducements, apart from the foregoing written agreement, have been made and that he/she is at least eighteen (18) years of age and fully competent. If he/she is under the age of eighteen (18), a parent shall sign as his/her legal representative, accepting fully each and every covenant, release, discharge and waiver of liability contained herein. The undersigned fully executes this Release for full, adequate and complete consideration, fully intending to be bound by same. The undersigned understands that he/she is required to provide his/her own Accident and Medical Insurance. The undersigned hereby agrees that he/she is financially responsible for all such accident and medical expenses that he/she may incur as a result of his/her participation in the program or activity. Accident and Medical insurance is not provided by the Institution or the Board of Regents. The undersigned understands that any injury sustained while voluntarily participating in Albany State University collegiate and recreational programs/activities will not be covered by the school's secondary insurance policy. The undersigned understands that while participating in the program or activity sanctioned by the Institution and/or Board of Regents, he/she is subject to the Institution's and/or Board of Regents' regulations, guidelines and procedures, the laws of the United States and the laws and regulations of the State of Georgia. The undersigned understands that in the event he/she violates any of these rules or regulations or becomes disruptive such that he/she is a threat to other participants, the designated agent of the Institution and/or Board of Regents shall have the right to dismiss him/her from the program or activity.

Further, the understands that this release, waiver or liability and covenant not to sue shall be effective for \_\_\_\_\_\_ semester or the activity as indicated above and occurring from \_\_\_\_\_\_ to \_\_\_\_\_.

So agreed this \_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_,

(Name of Participant--Please Print) \*Signature of Participant (if 18 years or older) Signature

witnessed by:

Name of Witness (Please Print) Signature of Witness

\*Signature of the parent or legal representative is required if the participant is less than 18 years of age. Routing: Retain for event file.

## Albany State University Youth Programs –Protection of Non-Student Minors

### Media, Photo and Video Release Form

#### Please read the following release carefully initial one.

#### Yes

I give permission for my child's name, likeness, image or voice to be used in photographic, Video, digital, or other recording forms. I give my permission for the program to use those recordings or works produced by my child (e.g., artwork) for promotional, commercial, information and educational purposes in any and all media (including the internet) now existing or hereafter devised, for any purpose whatsoever, as deemed appropriate by Albany State University (ASU). This consent includes the unrestricted right and permission to copyright and use, reuse, publish, republish, edit, alter, and exhibit and/or distribute any images of my child or in which my child may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations. I understand that the image may be readily accessible by the general public. I further acknowledge and agree that ASU and the Board of Regents of the University System of Georgia, its members, officers, agents, and employees shall not be responsible for any use of the image by any third party accessing the image through the internet or any other manner. I understand that I will not have an opportunity to review or approve uses of the recording or works, and I hereby waive any right to inspect or approve the same. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any recordings or works created as a result of my child's participating in the program. To the extent the image or media of my child is an educational record and may contain personally identifiable information about my child as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), I hereby consent to the release of the image or media. I understand that I have the right not to consent to my child being videotaped, photographed, or recorded during the program, and the right not to consent to the release or use of the image or media and any personally identifiable information about my child contained in the media, and that this consent shall remain in effect until revoked by me in writing and delivered to ASU, though any such revocation shall not affect disclosures previously made p0rior to its receipt. I further release, discharge, indemnify, and hold harmless Albany State University and the Board of Regents, its members, officers, agents, and employees from and again all liability, actions, debits, claims, demands, rights, injuries, damages, or causes of action of every kind whatsoever, arising from and by reason of any known or unknown, foreseen and unforeseen, relating to the taking or use of the recordings or works of my child, including, without limitation, any and all claims for invasion of privacy, rights or publicity, libel, and slander. I understand that the acceptance of this release and waiver of liability by ASU and the Board of Regents of the University System of Georgia shall not constitute a waiver, in whole or in part, of sovereign immunity by the Board, its members, officers, agents, and employees. This authorization and release shall inure to the benefit of the heirs, legal representatives, licensees, and assigns of ASU, and the Board of Regents. If any provision of this Media, Photo and Video Release shall be held invalid or unenforceable, such provision will be deemed severable without affecting the validity or enforceability of the remaining provisions.

#### No

I do not grant permission for my child's name, likeness, image or voice to be used in any form, unless necessary for the administration of the program while my child is participating.

I hereby certify that I am over 18 years of age, suffering under no legal disabilities, that I have read the above carefully before signing, and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns.

Print Name of parent/guardian

Name and age of child (print)

Date

Signature of parent/guardian

#### **Routing: Retain for event file.**

#### Albany State University

## Youth Programs – Protection of Non-Student Minors

	Today's Date:/
Child's Name:	Age:
Child's Name:	Agc
City: State:	Zip Code:
Cell Phone Number:	Work Phone Number:
Home Phone Number:	
Height:	Weight:
rgency Contact Information	
Person to notify in case of emergency:	
Primary Contact's Phone Number(s): () Contact's Address:	,()
City: State:	Zip Code:
Secondary Contact's Name:           Phone Number:         (), ()	.()
Family Physician:	Phone number: ()
Insurance Provider: Policy Number:	Phone Number ()
(Note: The institution does not offer any form of hea	alth, liability, or other types of insurance for participants. Please attach a copy of the front and
back of your insurance card with this form.)	
ical Information	
conditions, physical limitations, etc.)	
List any medications your child is currently taking, their	r purpose, dosage, and times taken:
Does your child need any accommodation to safely parti-	icipate in the program? If yes, please explain.
Does your child require any assistance with his or her me	nedications? If so, please explain.
nowledge that all information is accurate and current, that any accurate get the program of the program. I agree to notify the program of a understand that Albany State University does NOT promy child to participate in this program. In the case of acchild, as they see fit, including routine first aid care or er University, and the Board of Regents from any claims, c	tarily participating in an Albany State University Program. By signing this form I hereby activity restrictions, allergies, and medications are listed on this form, and to the best of my am. I acknowledge that my failure to disclose relevant information may result in harm to my child f any changes in my child's mental, physical or medical condition before the program begins. Divide medical insurance for my child and that I should consult my child's physician before allowing ccident or illness, I hereby authorize the program staff to administer or seek medical treatment for nemergency medical treatment. I hold harmless and agree to indemnify the program, Albany State causes of action, damages, and/or liabilities arising out of or result from said medical treatment. I tal or other costs arising out of any bodily injury or property damage sustained through my child's my child's medical treatment.
Name of Participant:	
Name of Participant:	

## Albany State University Youth Programs - Protection of Non-Student Minors

## MEDICAL TREATMENT LOG

The purpose of this log is to keep a permanent record of all medicine dispensed to participants during the course of an event or activity. All medical treatment should be administered within the training and certification of the caregiver as outlined on the Authorization to Administer Medication form.

Date	Time	Camper's Name	Complaint	Treatment	Administered by:	How was permission obtained?

Note: Administered by indicates who treated the camper and should be at least two people. How was permission obtained must be completed with either reference to the Medical Information Release Form, medical professional prescribed or phone call to parent/guardian.

Logs must be submitted to the Program Administrator daily and submitted to the Events Office along with the Event Summary Sheet when the camp concludes.

**Routing: Retain for event file.** 

## **Albany State University**

## **2019 Summer Camp and Conference Dining Rates**

The daily camp/conference me	al rates, as well as individual mea	l rates, for Summer 2019 are listed below.

Count	Daily Rate	Breakfast	Lunch	Dinner
< 50	\$24.50	\$7.00	\$8.25	\$9.25
50-75	\$22.75	\$6.50	\$7.75	\$8.50
76-99	\$21.00	\$6.00	\$7.00	\$8.00
100 or more	\$20.25	\$5.75	\$6.75	\$7.75

Catering is also available through the dining contractor operating and managing the food services on campus. Catering contact information is listed below.

Catering Manager Aladdin Food Company ASU Student Center 504 College Drive Albany, Georgia 31075 (229) 500-3645 or (229) 500-3628 Amanda.patterson@aladdinfood.com

It is the responsibility of the Camp Sponsor/Director to make all necessary food/meal arrangements with dining personnel. The contact information for making those arrangements is the same as listed above for catering contact.

The dining contractor will invoice ASU sponsored camps, conference, and events directly. Invoices for meals and caterings for third party organizations will be provided to the client by the ASU Events Office in one, inclusive invoice.



## 2019 H o u s i n g a n d R e s i d e n c e L i f e Summer Conference Application

Date of Application						
Name of Program						
Federal, State Funded, or Third Party	For Profit: Non-profit:	Yes Yes		No No		
Requested Dates for Program	Check in			Check	out	
Projected Number of Student Participants	Male		Female			
Projected Number of Staff Participants	Male		Female			
Guarantee Number of Conference Participants (due 15 days prior to the date of event)	Students Staff					
Age Range of Student Participants						
Type of Amenities Requested						
ADA Accommodations						
Contact Person Name						
Contact Number						
Billing Address	Street:					
	City:			State:	Zip:	
Email Address						

Roommate List (Please attach the date of the event)	list 15 days prior to the				
For Official Use C	Only				
Date Received	Approved/ Declined	Hall(s) Assigned	# Rooms Reserved	# Rooms Guaranteed**	Invoice #

\*\*Guaranteed number due 15 business days prior to the event start date. Routing: Events Office.

## SUMMER CAMP/ CONFERENCES HOUSING ACCOMODATIONS

#### ACCOMMODATION DESCRIPTIONS

The Residence Halls have a full service (coin-free with limited hours) laundry room and a television lobby on the first floor. The university has the right to determined which Resident Hall will be available during the summer. This is subject to change without notice.

#### **COUNSELOR AND YOUTH GUEST INFORMATION**

#### **Counselor Youth Guest Ratio**

Albany State University highly recommends that Permit Holder abides by the staff to participant/camper ratios as set forth by the American Camp Association (ACA). ACA standards require different ratios of camp staff to participants attending camp for varying ages and special needs. Generally, the ratios at resident camps range from: One staff member for every five campers ages 4 and 5; one staff member for every six campers ages 6 to 8; one staff member for every eight campers ages 9 to 14; and one staff member for every 10 campers ages 15 to 17. Sponsors and adult chaperones are responsible for the supervision of participants from arrival through departure. Counselors/ Supervisors must be housed among the participants and should accompany participants to all activities held on campus, and must abide by all University and Housing and Residence Life policies.

### **RESIDENCE HALL RATE INFORMATION**

For Profit Conferences	\$30 per day/per person Double Occupancy
Not for profit Conference	s \$25 per day/per person Double Occupancy
ASU Conferences \$	20 per day/per person Double Occupancy

### **MEAL SERVICE INFORMATION**

Please contact Albany State University (ASU) Dining Services at (229) 500-3645 for information about the meal prices and the process of payment.

## STEP BY STEP

- 1. If you have received this packet you should have already submitted an application.
- 2. A guaranteed number of bed requests must be submitted 15 days prior to the first day of camp. This change request must be submitted by emailing or in writing to <u>asuhousing@asurams.edu</u> to the Housing and Residence Life Office.
- 3. Read the enclosed materials.
- 4. Read the enclosed terms and conditions.
- 5. Complete and sign the conference agreement and Facilities Use Agreement.
- 6. Return the signed Summer Camps/ Conferences Housing Accommodations agreement within 48 hours of the release date of this document to the sponsor for the Housing and Residence Office.

## **CONFERENCE CONTACTS**

Auxiliary Services 229-500-2885 roomreservations@asurams.edu

West Campus Housing and Residence Life (229) 500-3604 <u>asuhousing@asurams.edu</u>

East Campus Housing and Residence Life (229) 500-3064 <u>asuhousing@asurams.edu</u> General Provisions

**Reservations / Payment:** A signed agreement must be received by the Housing and Residence Life Office at least 30 days prior to the conference or event with payment of the total estimated charges to guarantee the reservation. Not submitting the proper paperwork could lead to your spaces being reallocated to another group. Summer conference space is in high demand; therefore, it is critical that all paperwork is submitted in a timely manner. Payment can be made by cash, check, credit card, or a copy of the signed purchase order (Georgia State institutions only). Payment by purchase order will be held until the completion of the conference/event. Cash, check or credit card payments will be processed immediately. Reservation of Housing services is confirmed with acceptance of this agreement by the group sponsor and the University representative(s) as indicated by the signatures on page six and receipt of payment. Charges, fees, and other details of the reservation, as itemized on the worksheet, are made a part of this agreement when attached to this agreement.

Submit Agreement to the following address:

Attention: Auxiliary Services Executive Director Albany State University 2400 Gillionville Road Albany, Georgia 31707-3098 OR roomreservations@asurams.edu

This requirement must be met before confirmation of the reservation will be issued. If the group decides to terminate/default this Summer Conference Agreement hereunder or prior to the expiration of the Term, Albany State University will forfeit the deposit, and bill accordingly, an amount sufficient to pay for:

- I. Any damages to the assigned space, Unit, or University Property for which participant group is responsible;
- II. Any unpaid bills due for group participants occupancy as per agreement;
- III. Any costs of re-renting the assigned space after a breach of this Summer Conference Agreement group participants
- IV. Any costs occurred by Albany State University in connection with terminating the tenancy.

Failure to pay any charges due will result in space denial for future accommodations, until all outstanding bills are paid in full.

Minimum Number Guarantee: The number of guests reported on this agreement should reflect the number of spaces the sponsoring organization expects to guarantee. The sponsoring organization will be charged for the

## number of guests reported in this agreement unless changes are received by Housing and Residence Life officials in writing (by email or U.S.

## Postal) within 48 hours after agreement submission. 100% billing will take affect following this 48 hour window and charges will not fluctuate according to conference attendee changes.

**Cancellation:** Cancellations must be received in writing. A fee of 50% of the total agreement, not including catered food and/or meal service, will be charged for groups canceling less than 15 business days prior to the event. Events cancelled less than 10 business days prior to the event will be assessed the full fee. Albany State University reserves the right to cancel any event without notice if payment in full is not received at least 10 business days prior to the event or if the customer disregards or breaches any portion of this agreement.

## Cancellations of catered food and/or meal service must be handled directly through Dining Services. You may contact them for assistance.

Ms. Amanda Patterson Resident District Manager Dining Services 504 College Drive (229) 500-3645

**Liability Release and Indemnification**: Albany State University will endeavor to provide a safe and secure campus during the sponsoring organization's stay on campus and use of University facilities. However, participation in the planned activities of sponsoring organization involves certain inherent risks that cannot be avoided regardless of the care taken. Because the University does not carry insurance coverage for 3<sup>rd</sup> party organizations renting facilities or the university's campus, the BOR of USGA mandates that:

Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	<i>Limit</i> a. Personal Injury and	\$1,000,000 per Occurrence
Advertising		
	b. Contractual	\$1,000,000 per Occurrence
	c. Fire Legal	\$1,000,000 per Occurrence
	d. General Aggregate	\$2,000,000

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of \$2,000,000 per occurrence. The policies shall cover the period of Permit Holder's occupancy and use of the premises, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia, and name the officers, agents and employees of the Institution and the Board of Regents as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

Permit Holder shall furnish Owner with a copy of the policy and evidence of full payment of the premium thereon at least forty-eight (48) hours prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder in the absence of ten (10) days prior written notice by the Insurer to Owner prior to the occupancy and use of the premises by

Permit Holder pursuant to this Agreement. Permit Holder's failure to obtain and furnish evidence of the required insurance shall constitute default.

ASU requires each organization to carry its own insurance. The sponsoring organization will be held responsible for the conduct of its participants and must ensure that all participants are covered by both liability and health care insurance.

**Notice of Risk:** The sponsoring organization must notify all participants of potential risks that may exist with Conference Housing and the group's activity at ASU. This notice must also be given to the parents/guardians of participants who are associated with their group's activities. With respect to general risks, participants should be cautioned; 1) not to go out alone or with strangers, 2) to always keep possession of their keys, identification, and valuables (or keep them safely locked up), 3) not to drink alcohol, take unlawful drugs, or abuse any medical substance (prescribed or otherwise), and 4) to comply with group guidelines, university policies, and federal, state and local laws. The sponsoring organization should provide 'participants with the emergency phone number of ASU Police Department (229) 430-4711.

## **Food Services**

**Food Service/Catering**: Food and beverages served in the cafeteria must be ordered through Dining Services. All food services will be supplied by the University Dining Service. No outside food or beverages may be brought into the cafeteria. Due to liability issues, and the Department of Public Health Regulations, dining services prohibits taking any leftover food or beverages from an event. Albany State University is a dry campus so no alcoholic beverages are allowed on the campus.

Ms. Amanda Patterson Resident District Manager Dining Services 504 College Drive (229) 903-3630

**Regulations:** The use and/or consumption of alcohol, illegal drugs, weapons, or firearms on Albany State University campus is prohibited. Any contraband items found on individuals will be subject to confiscation by the Campus Police Department and may subject the possessor to arrest and criminal prosecution.

Ordinary courtesy will be expected in the University facilities at all times. The customer contact should relay all policies of the University to their guests for each event.

Albany State University is not responsible for lost or stolen items while on campus. Items found will be turned in to Lost and Found, located at the ASU Police Department. Items left that are too large for Lost and Found will be discarded if not picked up within one week following the event.

**Decorations:** The use of candles, fog/smoke machines, and dry ice are prohibited. The use of scotch tape, thumbtacks, or nails on the doors or walls, including paintings and murals, is also prohibited. Moving furniture and fixtures is prohibited. Do not hang decorations or props from any lighting or equipment fixtures. Individuals and organizations will be held responsible for any negligent or intentional damage to University property. <u>Any such damage occurring during a scheduled event will be charged to the sponsoring organization</u>. Displays or activities that might cause liquid to be spilled in any room with carpet or parquet floors are not permitted. All participants are responsible for leaving the rented room clean. Any room with an unreasonable amount of debris will be charged a clean-up fee to be determined by the amount of labor needed. **Parking**: University Housing and Conference Services are not responsible for parking violations, citations, or fines incurred by conference participants. Questions regarding such occurrences must be handled directly with the ASU Police Department at (229) 430-4711.

**Licensing Clause**: Customers must obtain proper license for all music played, computer programs, recordings, or plays that are reproduced for their events through the use of ASU networking. Please refer to the ASU Department of Campus Technology at:

https://www.asurams.edu/Technology/

### **Assignment of Groups:**

As summer conference housing is in great demand, Housing cannot guarantee any accommodations beyond the specific number of spaces requested in the agreement. However, Housing will make every effort to accommodate as many participants as possible.

Requests for particular locations are honored whenever possible. Sponsors must understand that submitting a request does not guarantee that the request will be granted in full. Housing reserves the right to modify any request to the extent that it deems necessary for the proper management of the conference program. Once a sponsor has been notified of a building assignment, all arrangements are considered firm. All approved spaces are assigned on a first come – first serve basis.

**Occupancy**: Rooms are to be occupied only by the person(s) properly assigned by Housing. Room assignments are not transferable. Unauthorized overnight guests and subletting are not permitted. If unauthorized occupancy continues, an additional daily fee per person unauthorized person is due for each night the room occupant is in possession of a University room key. Unauthorized visits may lead to contract breach and the tenant may be asked to vacate their space. Additional space for storage or other purposes may be arranged through Housing at an additional cost.

The group sponsor shall provide Albany State University a list of campers and requested room assignments per room 10 days prior to the start of the camp so that room assignments may be made in a timely manner and prior to arrival on campus. A day is defined as being an occupant of the unit/room beyond the 12:00 noon hour check-in time for an overnight stay regardless of the time of the day you actually check-in.

**Room Changes**: Room changes are only permitted upon written authorization from Housing. Unauthorized room changes will require that the persons involved vacate the occupied room and move back to the original assignment.

**Room Condition and Damage Charges:** Prior to a group's arrival, Housing staff will complete a room condition report documenting the condition of the rooms and furnishings. Upon request, each sponsor will receive a room condition report form for each room assigned to the conference at registration. Sponsors must immediately report any discrepancies between the form and the actual condition of the rooms. The group sponsor may accompany our staff member during the room inspection process prior to the conference. In either case, the sponsor is held responsible for any changes in the condition of the rooms assigned to the conference and their furnishings, including linens, if provided. Damages are defined as wear and tear above beyond normal use and depreciation. If damages do occur, it is the sponsor's responsibility to pay the charges and collect the amount from the responsible individual(s). The damage amount, including labor, will be reflected in the group's final bill. A walkthrough will be conducted before checkout.

Individuals must officially check out with a Housing staff member when vacating a room. Keys are to be returned only to Housing staff members, not to group sponsors, unless otherwise arranged with Housing.

Charges for loss of or damage to equipment, or defacement of University property in any common area (such as lounges, game rooms, hallways, and bathrooms), will be charged to the conference sponsor. Damages are determined by comparing prior and post group room and common area conditions. Charges are determined by University Plant personnel or Housing and will reflect the labor and material costs for the necessary repairs.

**Room Keys:** Participants must report lost room or suite keys immediately. Due to security precautions, locks will be changed immediately and new keys issued. *Housing will bill the group sponsor \$45.00 for each key core in any room/suite*. Some rooms may require multiple core changes. Keys may not be duplicated.

**Policy Enforcement:** Individuals and group sponsors are reminded that use of a residence hall room is strictly conditioned on compliance with the requirements set forth herein, all policies of the University, and all residence hall regulations. University and residence hall regulations are published in the lobby (not all inclusive) and are available from the Housing and Residence Life's Central Office, and upon request. ASU and University Housing reserve the legal authority to terminate property use at any time if a conference participant does not abide by residence hall and University policies. Conference participants must comply with all local, State and Federal laws. In addition to the policies described previously, the following are also enforced:

1. Occupants of University residence halls are expected to conduct themselves in a manner that is consistent with the rights and needs of other individuals on campus. Group sponsors are charged with the responsibility of supervising their participants in such a fashion that the safety, security, or privacy of other residence hall occupants are not disturbed.

2. Group sponsors must provide Housing with the names of adult supervisors who will live in close proximity to the group. These supervisors must remain in the building where the group is assigned and be available to Housing staff during all hours that the group is present on campus.

3. The following activities are of primary concern. Conference participants involved in such activities will be subject to removal from the residence halls:

- a. Throwing objects out of/at the windows.
- b. Use or possession of fireworks, explosives, flammable materials, firearms, weapons, or other objects which are potentially harmful to the physical welfare of other participants;
- c. Removing, damaging, or in any way tampering with fire safety equipment or triggering false fire alarms;
- d. Deliberate or malicious vandalism or theft of University furnishings and/or equipment;
- e. Actions which are directly detrimental to the physical safety or health of other guests.
- 4. Conference participants will be subject to prompt removal from University Housing for acts that are contrary to the interests of the residence hall community. Examples include, but are not limited to: crimes of violence; possession, distribution or sale of controlled substances and/or illegal drugs; consumption of alcohol; other acts which violate Federal, State or local law; or acts which could threaten the safety or well-being of other members of the University community.
- 5. The following are not allowed in the residence halls:
- a. Pets of any kind;
- b. Air-conditioners, washing machines, freezers and other equipment requiring more than 120 volt electricity;
- c. Refrigerators with inner dimensions larger than 4 cubic feet;
- c. Appliances- Hot plates, deep-fat fryers, open flames, or open coil appliances;
- d. Torchiere-style halogen lamps;

e. Candles of any kind.

- 6. Possession and use of alcoholic beverages are prohibited on campus ground including all residence hall rooms and buildings.
- 7. Room Guests:

a. The individual assumes responsibility for the behavior of his/her guest(s) and;

b. The presence of the guest(s) does not result in an unreasonable inconvenience or annoyance to other conference participants or campus residents;

c. Sponsors may establish a separate, more restrictive visitation policy if he/she deems it necessary. Visitation terms maybe negotiated for assigned married couples.

8. Disruptions and disturbances that prevent other guests from enjoying a peaceful environment in the residence halls are not permitted.

9. The University reserves the right to enter rooms and other areas of the residence halls for the purposes of repair, maintenance, or safety inspections.

10. Door-to-door solicitations or the use of the residence hall facilities for profit-making activities must be approved by housing.

11. Housing prohibits propping open any door (including suite doors) or using any mechanical device to hold open an exterior access door.

12. University Housing reserves the right to waive or establish policies and procedures if it deems necessary for the proper management of its housing programs.

13. In case of an emergency with plumbing, the air conditioning system, etc., the Hall Management of that residence hall will be able to help you.

14. The entrance and exit doors are locked/unlocked via authorized card swipe. Campers must have a person with an authorized access card with him/her to unlock doors for entry into the building. Authorized access cards will be issued to adult chaperones only and not to individual campers.

15. Temperature in the residence hall is maintained between 70-75 degrees in each unit. Please bring appropriate blankets, quilts, etc. as none are available after you arrive on campus.

16. If a unit is equipped with a refrigerator and microwave, occupants/campers are responsible for keeping the refrigerator and microwave clean and ensuring that both are clean when they leave the premises.

17. All teams/individuals will check in no earlier than as designed by each camp director and as outlined on the camp agreement. All occupants for a particular camp will check in and check out at the same time.

18. Rough housing, yelling, screaming, and loud music in halls are prohibited.

19. The occupant is responsible for taking trash to the outside dumpster as needed. No trash shall be deposited in a trash can inside of the building.

20. All occupants/campers must provide his/her bed and bath linens, personal toiletries, soap, snacks, etc. Beds have extended twin mattresses.

21. For your safety, be sure to lock the unit door when you leave as the doors do not automatically lock when they are closed.

**Internet Access**: Request for internet access must be made in writing. Each individual accessing the internet network must complete and sign an Ethics Policy Agreement provided by the university.

**Mail:** U.S. and campus mail will not be delivered to the residence halls. Please notify conference participants that if they would like to receive mail, it must be addressed to the sponsor's program contact with the program name.

**Staff:** Summer programs that occupy Albany State University residence halls must provide staff to supervise the program. Former Housing and Residence Life student staff may serve as conference staff in residence halls where conferences are housed. The primary role of the conference staff is to respond to problems or concerns and to provide information and answer questions about campus, residence halls and surrounding areas. Staff members are selected on their abilities as role models, resource persons, and reliable administrators and are responsible for the administrative duties of the entire residence hall. They interpret and enforce University policies in an effort to promote an environment conducive to the safety, security and privacy of University guests. During the night, staff members will be on call in their room. Phone numbers will be posted for participants to contact in case of emergency.

**Recreational Facilities:** Use of University facilities by Conferences participants must be reserved in writing prior to the start of the camp. Contact the Events Scheduling Office at <u>roomreservations@asurams.edu</u> for further details. Youth groups interested in utilizing outdoor recreation facilities must be accompanied by a counselor/supervisor.

## EQUAL OPPORTUNITY STATEMENT

In compliance with Title VI of The Civil Rights Act of

1964, Executive Order 11246 as amended, Title IX of The Educational Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, Albany State University does not discriminate on the basis of race, color, national origin, sex,

age, religion, handicap, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services. Persons with disabilities who wish special accommodations should make their request no later than 15 days prior to the conference/event to the Office of Counseling and Disability Services at 229.903.3610.

Please return this agreement; along with your advance payment to:

Attention: Auxiliary Services Executive Director Albany State University 2400 Gillionville Road Albany, Georgia 31707-3098

#### **Date(s)/Time(s) of Conference(s):**

Please fill in all requested information concerning your group's arrival and departure. Groups with more than one session please write all dates. There are three times lots available for check-in and checkout. *Only* choose *one time slot for* check-in *and one for* checkout *per session*. A fee will be charged for failing to adhere to your chosen time. This agreement is made and entered into by and between Albany State University, hereinafter referred to as the "University," and:

Conference Contact:		
Name of Conference:		
Billing Name:		
Federal Tax <b>ID</b> Number:		
Billing Address		
City:	State	_Zip
Phone:	Cell:	

Fax: \_\_\_\_\_

#### **Please Complete All Sections:**

Statement of acceptance and Understanding: The information on this agreement and the Terms and Conditions are made a part of this agreement. I hereby verify that I have read and understand the foregoing agreement and agree to all terms and conditions as set forth below and in the attached terms and conditions. I further agree to abide by and be responsible for the enforcement of all rules and regulations set forth herein and those of the University. I also affirm by my signature that my organization carries its own insurance. I further agree to indemnify and hold harmless the University, the Board of Regents of Georgia, and the State of Georgia against any and all liability for damages arising from accidents or torts based on negligence by any trustees, officers, agents or employees of the above, while engaged in the scheduled events being conducted on the campus of Albany State University. Arrival: On \_\_\_/\_\_\_\_ at [] 9 a.m. - 12 p.m., [] 1p.m. - 4p.m., or [] 6p.m.. - 9p.m.

Depart: On \_\_\_\_/\_\_\_at [] 9 a.m. - 12 p.m., [] 1p.m. - 4p.m., or [] 6p.m.. - 9p.m.

Sponsor's Name (Print)	Date	Sponsor's Name (Signature)	Date
ASU Housing & Residence L Housing & Residence Life (F		ASU Housing and Residence Life Director of Housing & Residence Life	Date (Print)
ASU Housing & Residence Li Representative (Signature		ASU Housing and Residence Director of Housing & Res	



#### What to Bring

#### • Electrical Devices

- Television with cable cord
- USB or Bluetooth Printers
- Two-way Coax Splitter
- DVD/Blue Ray w/ Connector
- Clock/Radio Clock
- UL approved electrical power strips with built-in circuit breakers
- Non-halogen Desk Lamp
- Appliances
- Microwave
- Mini-refrigerator (maximum 3 cubic feet)
- Iron/Iron Board
- Linens
  - Pillow/Pillow Cover
  - Extra Long Twin Sheet
  - Comforter
  - Throw Rug
  - Towels (Hand/Body)
- Cleaning Supplies
  - Clorox-based Shower Spray & Toilet Cleaner
  - All-purpose cleaner
  - Scouring Pads and Sponges
  - Toiletries
  - Broom/Dust Pan/Floor Cleaner (Swiffer)
  - Plug-Ins/Air Fresheners (aerosol)
  - Flameless Candles
  - Liquid and Pods Laundry Detergent
  - Plunger and Toilet Brush
- General
  - Small first-aid kit
  - Hangers
  - Laundry & Bath Soap/Basket
  - Bathroom Accessories
  - Wastebasket
  - Shower Shoes
  - Vacuum
  - 3m Command Strips (only)

### What Not to Bring

#### • Electrical Devices

- Musical Instruments equipped with amplified devices
- Amplifier
- Extension Cord
- Multi-plug adapters
- Hoverboard/self-balancing scooter(Due to high risk of electrical fire)
- Appliances
  - Hot Plate
  - Deep Fryer
  - George Foreman Grill
  - Toaster ovens
  - Electric space heater
  - Barbecue Grills
- Flammables
  - Fire arms or other weapons
  - Drugs
  - Fireworks
  - Incense/candles
  - Gasoline or other flammable materials and devices
- General APPLIES TO ALL HALLS
  - Pets
  - Extra furniture
  - Weightlifting Equipment
  - Alcoholic beverages or illegal drug products or paraphernalia
  - Martial Arts equipment, guns (of any kind including BB, pellet, and paintball), medieval weapons, hunting equipment (knives, bow & arrows, rifles, etc.) and any other weapons
  - Tobacco products (campus-wide: includes vapes and smokeless tobacco as well)

## **EXEMPTION APPLICATION INSTRUCTIONS-Read Carefully**

- x You may submit an Exemption Application for a program providing group care for children if the program is not operated in a residence and you believe the program meets the criteria for exemption from licensure in Rules 591-1-1-.46(1)(b)1.-14.
- x Exempt programs are not required to comply with the Bright from the Start Rules for Child Care Learning Centers, but must comply with the criteria and requirements for exemptions in <u>Rule 591-1-1-.46(1)(a) Exemption Requirements</u> and <u>Rule 591-1-1-.46(1)(b) Exemption Categories</u>. The rules, requirements and Exemption Application are available at <u>http://www.decal.ga.gov/ChildCareServices/Exemptions.aspx</u>. Questions may be sent to <u>ccsexemptions@decal.ga.gov</u>.
- x A family child care learning home license is required for a program caring for more than two children for pay in a residence.

Licensing information and application are available at <u>http://www.decal.ga.gov/BftS/StartingACenter.aspx</u>. x Complete:

- 1. A separate Exemption Application for each location/site address.
- 2. A separate Description of Services page (page 3) for each exemption category you are applying for.
- 3. Complete Attachment A <u>only</u> if you are applying for the religious/faith-based exemption, category 14 and the program is licensed. The form is available at <u>http://www.decal.ga.gov/ChildCareServices/Exemptions.aspx</u>.

# × Complete every section of the exemption application and attach all pages and required supporting documents. *The application cannot be processed if it is incomplete and this will delay a response.* Read the list below carefully and include all of the required information with your application.

#### **x** Required information for all Exemption Applications:

- 1. Program name and location: the actual site address and county, phone number, website, if applicable, and e-mail address.
- 2. Contact information for the person available to answer questions or provide additional information; *must include a current and valid e-mail address*. All correspondence from DECAL will be to the email address you provide.
- 3. Program ownership check one type of ownership and include the legal name of the owner, which would be <u>one</u> of the following: the name of the individual owner, the partners' names, the corporation name, the LLC name, <u>or</u> the association name; if government-owned and operated, include the name of the government agency or department.
- 4. Months, days and hours of operation; ages of children served; specific dates of operation for the next 12 months; for example, a day camp may operate 6/1/14 8/1/14.
- 5. Sample copy of the form parents will sign indicating they have been advised and understand the program is not licensed and that informs parents whether or not the program carries liability insurance.
- 6. Copies of printed materials that support and verify the information on the application, such as written policies, advertisements, flyers, brochures, parent handbooks, etc. 7. Notarized Affidavit of Verification (signature) page

### **x** Required only when there is a licensed child care program operating on the same property:

- 1. Site plan showing the location of the building(s), parking, and outdoor play area and
- 2. Floor plan showing the rooms designated for each program (licensed and proposed exempt programs), toileting facilities, entrances and exits.
- x Required documentation only for categories 3, 4 and 14: Copy of current accreditation certificate or letter x

### **Required information only for category 13 (free programs):**

- 1. Copy of the program's operating budget,
- 2. Written identification of the funding source(s)
- 3. Copy of a sample form parents will sign acknowledging they have been informed this program is free of any charge. This includes in-kind donations and monetary donations from parents. Business, community or other outside donations may be accepted.

#### To submit the completed application and supporting documents:

- x Fax to 404-232-1931 (preferred)
- x E-mail to <u>ccsexemptions@decal.ga.gov</u> (preferred)

or

 $\times \quad \ \ {\rm Mail \ to \ the \ address \ on \ the \ right} \rightarrow$ 

Bright from the Start Georgia Department of Early Care and Learning 2 Martin Luther King Jr. Drive, SE, 670 East Tower Attention: CCS Exemptions Atlanta, Georgia 30334

## KEEP A COPY OF ALL DOCUMENTS FOR YOUR RECORDS EXEMPTION APPLICATION

REASON FOR SUBMITTING THIS APPLICATION (check one)		New Exemption						
Change of Lo	ocation (List pre	vious address)						
New Exemption	on resulting fro	m visit by Bright	from the Start consu	ıltant (Visit dat	te)			
APPLICANT CO	ONTACT INFO	RMATION		PROGRAM	M LOCATI	ON INFOR	RMATION	
First name	MI	Last na	me	Program na	me			
Business mailing	address (Street o	r P.O. Box)		Street addre	288			
City	State	Zip	County	City		State	Zip	County
Main contact num	ıber			Phone num	1ber			
Alternate contact	number			E-mail ( <b>req</b>	uired)			
E-mail (required)	)		V	Vebsite				
PROGRAM OW	NERSHIP - Ch	eck one and ente	er the name of the ind	lividual owner,	, the LLC, t	he corpora	tion etc., which	ever applies.
· · · · · · · · · · · · · · · · · · ·	· · · · ·	Association (Ass d with the Secretar	· ·	ship (Persons' n ernment (Agency	,			ne Secretary of State)
Full Name of leg	al owner (as list	ed with the Secre	etary of State):					
Please answer the	e following que	stions before cont	tinuing to complete t	his application				
		organization/progr		on-profit	-			
	on a private resid le for an exemp	•	operate a family child	care learning ho	ome at this lo	ocation?	Yes 🗌 No If	Yes, this program
<b>3.</b> Have you sur Yes			licensed that is in proc submitted the applica					
4. Do you	operate a family	child care learnin	ng home at another loc	ation?	Yes 🗌 🗅	No If Yes, l	ist the address of	n the line below:
5. Are then	re any <b>additiona</b>	l programs curren	tly operating at this ad	ddress that do no	ot have a lice	ense or an e	xemption?	YES NO
If YES, com	plete the follow	<b>ing:</b> Program na	ame					
Months	, days and hours	of operation				Ages o	of children	to

YES NO

Is there a licensed child care program operating at this address, on this campus, or anywhere on this property?	
If YES, complete 1-3 below. The application will not be processed without this information.	

- 1. Program name: \_\_\_\_
- 2. License number: \_\_\_\_\_

3. Attach a site plan and floor plan showing the location of building(s) and outdoor play space, the rooms designated for the licensed program and for the pending exempt program, toileting facilities, entrances and exits.

\_\_\_\_

Complete a separate Description of Services page (page 3 of the Exemption Application) for each different category or location.					
EXEMPTION CATEGORIES 591-1-146(1)(b)114. Check only one t	box. Complete an additional page for each additional category. These				
are brief descriptions and do not include all criteria for each exemption.	. It is strongly recommended that you refer to the exemption rules at				
http://www.decal.ga.gov/CCS/Exer					
	ted om premises; parents on-site				
2. Private education programs/5 years & older/school day 10.	Instructional, single-skill-based programs operated after the				
3. Before/after-school program operated by accredited private school	customary school day □				
4. Accredited 4's program operated by accredited private 11. Short-term e	ducational program for 5 yrs & older; offersspecialized services				
Delementary/secondary school					
<ol> <li>Parent's morning/night out for no more than 4 hrs/day; 8 hrs/week</li> <li>Nursery school, playschool, kindergarten, etc. for ages 2-6 yrs; no</li> </ol>	12. Program/facility for 5 years & older operated by national membership non-profit organization more than 4 hrs/day 13.				
Group care for children for no pay					
7. Day camp for 5 years & older; no more than 12 hrs/day 14.	Religious/faith-based exemption: <u>must be currently licensed</u> and				
8. Short-term educational/recreational activities/classes <u>accredited</u> , and al <b>Days of operation (Check all that apply)</b>	iso requires completion of Attachment A.				
Days of operation (Check an that apply)					
_Mon _]lue _]Wed _]lhu _Fri _\$at _\$un					
Ages of children served:					
From to					
Hours of operation:					
From to					
Is this program currently operating? Yes No If Yes, what date did the program begin operating?					
Are fees charged for services?       If NO fees are charged, the following documents must be submitted with the application:					
1. A copy of the operating budget for t					
Yes       No       2. Written identification of the funding source(s),         3. Copy of a form parents will sign acknowledging they have been informed this program is free.					
~~ ~ <del>_</del>					
Is this program currently accredited? Yes No If Yes, by what organization? Attach a copy of the current accreditation certificate or letter. ( <i>Proof of current</i> )					
accreditation is only required for Categories 3, 4 and 14)					

Describe the program/services offered (attach additional pages if needed). You will also submit copies of printed information such as policies,
sample forms, flyer, budget, advertisements, and other supporting documentation, if applicable or requested.

If children are present at times other than as described above (before or after normal operating how	urs, before or after sc	hool, during school holidays or
breaks, summer, teacher workdays, etc.) is there a license or exemption for each of those times?	Tes Yes	🗆 No

If No, complete a separate Description of Services page for each of those other times children are present without a license or exemption and submit with this application.
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## PLEASE READ CAREFULLY

- A. Exemptions approved by the department do not affect the authority of local, regional or state health department officials, the state fire marshal, local fire prevention officials, local or regional building officials or zoning officials to inspect and approve facilities and locations.
- B. An approved exemption is only valid at the address listed on the attached application.
- C. The exemption approval letter must be prominently displayed near the front entrance of the facility.
- D. A notice that the program is not licensed and is not required to be licensed by the state must also be posted in a conspicuous place and must contain letters at least ½ inch high and include the department's phone number (404-6575562) and website address (www.decal.ga.gov).
- E. Families or guardians must sign a form indicating they have been advised and understand this program is not licensed. A sample copy of this form must be submitted with the exemption application.
- F. Certain types of programs must notify families or guardian(s) of enrolled children if you do not carry liability insurance for your program.
- G. The program must maintain attendance records for all children.
- H. Parental acknowledgement forms and child attendance forms must be maintained on-site for one (1) year after a child is no longer enrolled in the program.
- I. All records must be made available to any authorized representative of the department upon request.
- J. If the program loses accreditation (if applicable), closes and/or ceases to operate, I/we must send written notice to the department within five (5) business days.
- K. Any substantial material changes such as but not limited to a change of physical location, ownership, changes in operating months, days, hours and ages served will require a new exemption application.
- L. The program administrator must notify DECAL of changes in the director, phone number, or email address. These changes may be made electronically in the program's DECAL KOALA account.
- M. The program is required to update the department on the status of the program's exemption and other operating information such as dates of operation or closure of the program.

N. The department may rescind an exemption approval when the program:

- i. No longer meets exemption criteria.
- ii. Provided false information during the application process or during an investigation.

iii. Failed to comply with local, regional and state health department, fire marshal, fire prevention and building/zoning guidelines/requirements. iv. Failed to provide the department with a valid and current e-mail address or other requested information.

## **AFFIDAVIT OF VERIFICATION**

Georgia \_\_\_\_\_County

, declare that I have the authority to apply for this exemption, sign this

(Printed name of affiant) document and enter into this agreement as or on behalf of the owner of this program. I am responsible for

completing this document and I read, understand and agree to comply with the contents of this document. The answers and information

furnished by me on this application, including any attachments, are true.

SIGNATURE OF AFFIANT

I, \_

TITLE OF AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME:

This \_\_\_\_\_\_Day of (mo) \_\_\_\_\_\_, (yr) \_\_\_\_\_

PRINTED NAME OF NOTARY PUBLIC

SIGNATURE OF NOTARY PUBLIC My commission expires

DATE

## Albany State University

## Youth Programs - Protection of Non-Student Minors

## Summer Camp Frequently Asked Questions (FAQs)

Q: How do I hire individuals for summer camps who are not currently ASU employees?

A: If the individual is to receive payment, then the employee must complete an 'Employee Data Form', an ASU background check, and required training. The department must submit an HR Action Form for the individual. If the individual is not going to be paid, then the volunteer must complete a 'Volunteer Application Form', an ASU background check, and required training.

Q: What are standard hours for part time camp staff?

A: 19 hours

Q: Can retirees be rehired to work with summer camps?

A: Yes; If the individual retired through TRS, then the university and the individual will have to apply to TRS seeking permission for the person to work prior to the beginning of camp

Q: Can retirees be paid through contracts to work with summer camps?

A: Maybe; If the work performed through the contract satisfies IRS standards for contract work, then the individual may be paid through a contract to work with summer camps. If the individual retired through TRS, then the university and the individual will have to apply to TRS seeking permission for the person to work as a contractor prior to the beginning of camp

Q: Do I have to take leave in order to be paid for working with the camp if I am already an ASU employee?

A: Yes

Q: Do I have to submit a new Outside Activity form every year to work for camps?

A: Yes

Q: Can administrative assistants be paid to perform work for camps on the weekends?

A: Hourly employees, such as Administrative Assistants, could be paid through overtime. They would need special permission from the VP for Administration to receive overtime and not comp time for this period of time.

Q: Can monthly staff members be paid for working with summer camps?

A: Yes, if the work is outside of the scope of the employees' job duties and the employee takes leave during the time services are being provided to camp activities

Q: Can 10 month faculty members be paid for working with summer camps?

A: Yes

Q: Can 12 month faculty members be paid for working with summer camps?

A: Yes, if the work is outside of the scope of the employees' job duties and the employee takes leave during the time services are being provided to camp activities

Q: Can I pay an ASU employee through a contract for performing work for a summer camp?

A: No; They must be paid through the normal payroll process. An HR Action Form would need to be submitted to pay these employees

Q: Can individuals volunteer for university summer camps?

A: Individuals who have registered with HR, completed the required training, and have a satisfactory university background check are eligible to volunteer with university summer camps. Individuals who are currently employed by the university must take annual leave in order to volunteer with summer camps

Q: Can students be paid stipends or a flat rate for working with university summer camps?

A: Students can be paid an hourly rate that equates to budgeted allocations. These wages must be subject to taxation

Q: Can students be paid via contracts for working with university summer camps?

A: No; Students must be employed by the university and paid through the regular payroll process when working with summer camps for pay

Q: Can students who are not enrolled for classes during the summer semester work for campus?

A: Yes as long as they are classified as 'Casual Labor' and not 'Student Assistants'-Pay Group 22 C not 22 T Generally, supplemental compensation does not add to earnings used for retirement calculations, and retirement deductions/contributions are not taken/made. However, each retirement plan (TRS, ERS, or ORP) has its unique definitions relative to earnings that are "pensionable" (subject to retirement calculations) and the retirement plan provider has the final determination as to whether earnings are pensionable. *The Supplemental Pay Procedure* process in the SSC SOP (PRA-PY-001-PR-001) provides guidance relative to determining if supplemental pay is earnable compensation (subject to retirement contributions) by the various retirement plans. Please consult the SSC for assistance in making these determinations.

Employees receiving supplemental pay shall be paid said supplemental compensation via the institution's payroll system. Supplemental compensation paid to employees who are on the institution's payroll **shall not be** paid as per diem and fees or as stipends. Supplemental compensation is subject to withholding in accordance with Internal Revenue Service and appropriate state taxing agency regulations.

Supplemental pay should be expended utilizing the appropriate general ledger account(s) as defined in Chapter 2 of this BPM.

For institutions that have implemented the OneUSG Connect system, supplemental pay may be processed via various mechanisms. One of these mechanisms is the utilization of the additional pay functionality.

#### 5.3.2.1 Overtime

The HRAP Manual's section on *Classification, Compensation, and Payroll* provides policy provisions and definitions relative to overtime hours.

The standard workweek for institutions of the University System of Georgia is forty (40) hours.

The distribution of hours within the workweek is a work schedule decision made by the institution.

Overtime hours are hours physically worked that exceed the forty (40) hours within the standard workweek and are paid at the rate of one and one-half times the employee's hourly rate for FLSA non-exempt employees.

Hours in excess of forty (40) hours that are not physically worked are additional straight time hours and are paid at the regular rate of pay. (Example: Employee has 8 holiday hours and 35 regular hours, physically worked, for a total of 43 hours for the workweek. The 3 hours above 40 would be paid at the regular rate of pay.)

Employees classified as non-exempt under FLSA may work overtime hours only if the hours are deemed necessary and approved by authorized personnel. Non-exempt employees must receive payment for overtime work in accordance with FLSA or receive compensatory time as in accordance with section 5.3.2.2 below.

Employees that are classified as exempt under FLSA shall not be paid for overtime hours for the performance of their job duties.
### Applicable Policy

### 5.3.2 Supplemental Pay, including Temporary Assignments

### (Last Modified on January 25, 2018)

Supplemental pay is compensation to an employee in excess of the employee's annual base salary and is appropriate only in limited situations. Types of supplemental pay include, but are not limited to:

- Supplemental pay for tasks performed in a part-time capacity outside of the employee's regular job duties and regular work schedule
- Allowances for specific expenses such as car allowance, housing allowance, subsistence or relocation expenses
- Employee awards in accordance with approved institutional processes
- Overtime pay for hours worked by non-exempt employees, refer to Section 5.3.2.1 of this BPM for additional information
- Pay for dual appointments, refer to section 5.3.3 of this BPM for additional information
- Extra pay for part-time employment with a non-USG state agency, refer to Section 5.3.2.3 of this BPM for additional information
- Overload pay for academic contract faculty for duties in excess of their defined workload

The HRAP manual's section on *Classification, Compensation, and Payroll Interim and Acting Assignments* provides that employees may be assigned additional responsibilities of a higher level position on a temporary basis and may receive a temporary interim or acting appointments. These assignments may result in temporary salary adjustments.

Supplemental pay requests should be completed and approved by the appropriate institutional personnel.

Employees that have been determined by the institution to be non-exempt, as defined by the Fair Labor Standards Act (FLSA), and are performing duties outside of the employee's normal job responsibilities could qualify for overtime pay. Therefore, non-exempt employees should be paid the appropriate overtime rate if the employee physically works over 40 hours in the workweek.

If an FLSA exempt employee performs task(s) *during* the employee's regular work schedule that is(are) *not* part of the employee's normal job responsibilities, or temporary assignment job responsibilities, the employee must utilize annual leave for the portion of time during which the additional task(s) is(are) performed.

Under no circumstances should an employee receive supplemental pay for a task while receiving regular compensation for the same time period.

For employees with multiple jobs, the overtime pay is based upon the regular rate of pay. FLSA regulations define how the regular rate of pay is calculated when an employee receives varying pay rates, including supplemental pay.

The OneUSG Connect system utilizes a blended rate to calculate the overtime pay for employees with varying rates of pay. For employees receiving supplemental pay processed in the OneUSG Connect system utilizing the additional pay process, the supplemental pay rates should be determined and used to ensure the calculated supplemental pay amount complies with FLSA regulations regarding multiple rates of pay. The institution should contact the SSC to obtain further guidance regarding overtime rates for employees with varying rates of pay and supplemental pay items.

5.3.2.2 Compensatory Time (Comp Time)

Institutions may elect to provide compensatory (comp) time, in lieu of overtime pay, for approved overtime hours for employees that are classified as non-exempt under the FLSA. The HRAP manual stipulates that comp time is provided at the rate of one and one-half hours of compensatory time for each work hour in excess of the standard forty (40) hours within the standard work week. Comp time is accrued at the end of the pay period and has a maximum accumulation of 240 hours. Employees shall utilize accrued comp time prior to utilizing other leave. Comp time accruals prior to June may not be carried forward to the subsequent fiscal year. Therefore, all comp time accrued prior to June must be paid out no later than the final biweekly pay period in June of each fiscal year.

The institution's official time recording system is the system of record for comp time. Comp time shall not be accrued and maintained outside of the time recording system. For institutions that have implemented the OneUSG Connect system, the Time and Labor module is the system of record.

Employees exempt under the FLSA are not eligible to accrue comp time.

The employee must be paid for accumulated comp time if:

- The employee terminates employment with the institution, including retirement or transfer to another USG institution.
- The employee's FLSA status changes from non-exempt to exempt.
- The employee transfers between cost centers (departments) at the institution.
- The employee's comp time exceeds 240 hours.
- The employee has a comp time balance as of May 31.

When comp time is paid to the employee, it should be paid at the employee's current regular hourly rate since the one and one-half calculation has already been applied with the time calculation.

5.3.2.3 Extra Compensation: Non USG Georgia State Agency

Extra compensation may be paid to employees for tasks performed after normal business hours for duties not included in the employee's normal job responsibilities, provided the following three criteria are met:

1. The tasks must be outside of the employee's regular department, where department is a separate department of the State of Georgia.

- 2. The Departmental Agreement Form, must be completed and signed by the appropriate department heads.
  - 3. The employee must meet at least one of the criteria listed below (Criteria from the Official Code of Georgia Annotated Section 45-10-25):
    - Chaplain
    - Fireman
    - Dentist
    - Certified Oral or Manual Interpreter for Deaf Persons
    - Registered Nurse
    - Licensed Practical Nurse
    - Psychologist
    - Teacher or Instructor of an evening or night course or program
    - Professional holding a doctoral or master's degree from an accredited college or university
    - Part-time employee

Also, an employee meeting all three criteria listed above may be paid extra compensation for a task for another department during normal job hours if the task is not part of the employee's normal job responsibilities, and the employee takes annual leave for the portion of time that is being used for the task receiving extra compensation.

Employees that have been determined by the institution to be non-exempt, as defined by the Fair Labor Standards Act (FLSA), and are performing extra duties qualify for overtime pay. Please consult the SSC regarding clarification of overtime pay requirements. Non-exempt employees should be paid at least the overtime rate or more.

Under no circumstances should an employee receive extra compensation for a task while receiving normal compensation for the same time period. Extra compensation does not add to earnings used for retirement calculations, and no retirement deductions are taken from extra compensation pay.

Employees receiving extra compensation shall be paid said extra compensation through the institutional payroll. Such compensation shall be subject to existing federal and state regulations as to taxability and/or withholding taxes. No compensation, as defined above and paid to employees who are on the institutional payroll, shall be paid as per diem and fees or as stipends.

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### **劉IRS**

# Understanding Employee vs. Contractor Designation

## FS-2017-09, July 20, 2017

worker. The IRS Small Business and Self-Employed Tax Center on the IRS website offers helpful resources. as an employee or an independent contractor. For federal employment tax purposes, a business must examine the relationship between it and the The Internal Revenue Service reminds small businesses of the importance of understanding and correctly applying the rules for classifying a worker

contractors. The earnings of a person working as an independent contractor are subject to self-employment tax. unemployment tax on wages paid to an employee. Businesses normally do not have to withhold or pay any taxes on payments to independent Worker classification is important because it determines if an employer must withhold income taxes and pay Social Security, Medicare taxes and

employer/worker relationship. Whether a worker is an independent contractor or employee depends on the facts in each situation. not what will be done and how it will be done. Small businesses should consider all evidence of the degree of control and independence in the The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work,

## Help with Deciding

Parties To better determine how to properly classify a worker, consider these three categories – Behavioral Control, Financial Control and Relationship of the

right is not exercised. Behavioral control categories are: Behavioral Control: A worker is an employee when the business has the right to direct and control the work performed by the worker, even if that

- Type of instructions given, such as when and where to work, what tools to use or where to purchase supplies and services. Receiving the types of instructions in these examples may indicate a worker is an employee.
- Dégree of instruction, more detailed instructions may indicate that the worker is an employee. Less detailed instructions reflects less control, indicating that the worker is more likely an independent contractor
- . Evaluation systems to measure the details of how the work is done points to an employee. Evaluation systems measuring just the end result point to either an independent contractor or an employee.

an employee. Independent contractors ordinarily use their own methods. Training a worker on how to do the job -- or periodic or on-going training about procedures and methods -- is strong evidence that the worker is

The IRS Small Business and Self-Employed Tax Center provides a multitude of resources for small businesses as well as self-employed independent contractors.	Workérs who believe an employer improperly classified them as independent contractors can use Form 8919 to figure and report the employee's share of uncollected Social Security and Medicare taxes due on their compensation.	The IRS can help employers determine the status of their workers by using Form SS-8, Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding. IRS Publication 15-A, Employer's Supplemental Tax Guide, is also an excellent resource.	In addition, the Voluntary Classification Settlement Program (VCSP) offers certain eligible businesses the option to reclassify their workers as employees with partial relief from federal employment taxes.	Classifying an employee as an independent contractor with no reasonable basis for doing so makes employers liable for employment taxes. Certain employers that can provide a reasonable basis for not treating a worker as an employee may have the opportunity to avoid paying employment taxes. See Publication 1976, Section 530, Employment Tax Relief Requirements for more information.	Consequences of Misclassifying an Employee	<ul> <li>Significant investme pusiness nave a right to direct or control the financial and pusiness aspects of the worker's job? Consider:</li> <li>Significant investment in the equipment the worker uses in working for someone else.</li> <li>Unreimbursed expenses, independent confractors are more likely to incur unreimbursed expenses than employees.</li> <li>Sportunity for profit or loss is often an indicator of an independent contractor.</li> <li>Services available to the mafket. Independent contractors are generally free to seek out business opportunities.</li> <li>Method of payment. An employee is generally guaranteed a regular wage amount for an hourly, weekly, or other period of time even when supplemented by a commission. However, independent contractors are most often paid for the job by a flat fee.</li> <li>Relationship: The type of relationship depends upon how the worker and business perceive their interaction with one another. This includes:</li> <li>Written contracts which describe the relationship the parties intend to create. Although a contract stating the worker is an employee or an independent contractors.</li> <li>Benefits. Businesses providing employee-type benefits, such as insurance, a pension plan, vacation pay or sick pay have employees. Businesses generally do not grant these benefits to independent contractors.</li> <li>The permanency of the relationship is important. An expectation that the relationship will continue indefinitely, rather than for a specific project or period, is generally seen as evidence that the intent was to create an employee relationship.</li> <li>Services provided which are a key activity of the business. The extent to which services performed by the worker are seen as a key aspect of the regular business of the company.</li> </ul>	
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# **Additional Resources:**

- Publication 15-A, Employer's Supplemental Tax Guide
- Form 1040-ES, Estimated Tax for Individuals
- Publication 505, Tax Withholding and Estimated Tax
- Publication 535, Business Expenses
- For information on eligibility for a voluntary program to reclassify workers as employees with partial relief from federal employment taxes, visit Voluntary Classification Settlement Program (VCSP).

Page Last Reviewed or Updated: 07-Mar-2019

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Appendix 31

### HUMAN RESOURCES ACTION FORM

Effective Date	Empl ID:	Empl Name:								
					-					
La La		Last			First	Middle				
Individual Replac			Б							
		Last			First			Middle		
REQUESTED ACTION	Acct # Change	Dept. Transfer	Reports To Update	Pay Change	Promoti	on Title Chang		Separation Last Day Worked	Status Change	
-			Curre	ent Data				New Data		
Account Numb Fund-Dept-Prgr		-				1				
Account Numb	and the second se									
Fund-Dept-Prgr	n-Class-Proj									
Salary										
Position Title										
Position Number	er									
Department Na	me									
Reports To (Sup	pervisor)									
Time Off Appr										
EMPLOYM	ENT STATU	JS OFull-	time	OPart-time		OFull-time	e	OPart-time	2	
		OReg	ular	OTemporary	ы 	ORegular		OTempora	iry -	
Faculty		O 12 N	O 12 Mo Faculty O 10 Mo Faculty OPT Faculty			O12 Mo F	O12 Mo Faculty O10 Mo Faculty OPT Faculty			
Staff		OMor	O Monthly OBi-Weekly			OMonthly	Monthly OBi-Weekly			
Student		O Federal Work Study OGrad Asst O Student Asst			O Federal Work Study OGrad Asst O Student Asst					
Rehired Retiree	S			C	Yes O					
Non-Paid Affilia		O Yes C			)No					
SIGNATUR	ES									
Dept. Head/Dear		Date		Budgets			Date			
Vice President/Pr		Date		Human Resources			Da	te		
Signature – Title	II (If applicable)	)	Date	-						
HR Use Only										
BCAT:			FICA Status							
DIST COPY: HR/PAY	ROLL/BUDGETS									

Route to hrasu@asurams.edu

Please allow 7 - 10 business days for processing.

### Reports To and Time Off Approver for Multiple Employees

Last Name	First Name

### Appendix 32

### Albany State University Protection of Non-student Minors on Campus Policy Acknowledgment Form For Employees, Students, & Volunteers

Instructions: Please sign and return this form to the Albany State University Program Sponsor for your assigned activity. Please retain a copy for your personal records.

All Albany State University (ASU) employees, students, and volunteers who work in programs serving nonstudent minors who are reasonably anticipated to have direct contact or interaction with minor program participants are required to complete annual training each fiscal year *before* they begin working with minors in programs sponsored by ASU and/or hosted on ASU campuses and properties.

Affiliation (select one):	Employee	Student	Volunteer
		the second s	The second s

**Location of the Policy** – I acknowledge that I have been informed that the ASU Protection of Non-student Minors on Campus Policy which is available on the ASU website at: https://www.asurams.edu/Legalaffairs/

**Notification of Future Changes** – It is my responsibility to read and comply with the policies and procedures contained in the ASU Protection of Non-student Minors on Campus Policy. I understand that the policies and procedures contained in it may change without prior notice. I understand that notification of changes or additions to these policies and procedures will be made to employees, students, and volunteers who work in programs serving non-student minors who are reasonably anticipated to have direct contact or interaction with minor program participants. I understand that efforts will be made to communicate significant changes in a timely manner and that such revisions may supersede, modify, or eliminate existing policies, procedures and benefits. The policy may be updated from time to time, and I may be notified via email, without the need to sign this form again.

**Authority of the Policy** – I understand that the purpose of this policy is to assure the appropriate supervision of non-student minors that visit ASU and to set out the appropriate procedures to be followed by non-ASU entities in order to host events which include non-student minors on property owned by or leased by ASU, or in an ASU-sponsored program at other locations. I also understand that ASU is committed to maintaining a safe environment which promotes the safety and welfare of all non-student minors that participate in programs held on our campus. I understand that ASU offers a variety of camps, clinics, and activities that bring non-student minors onto our campus. These include but are not limited to athletic camps, after school programs, science camps, music, and enrichment programs. I understand that these programs are of great educational value and serve to benefit both the institution and the larger community.

**Acknowledgement of Policy** – I hereby acknowledge that I have read the ASU Protection of Non-student Minors on Campus Policy for all Albany State University employees, students, and volunteers. I recognize and understand that this policy serves to protect the non-student minors that participate in these programs and preserve the positive impact they have on our community. I acknowledge that I will abide by the policy.

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Email Address:	
Email Address	
Linan nuur coo.	

Date: \_\_\_\_\_

PNSMOC Policy Acknowledgement June 2017

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**P32T-** Theatre

### **REQUEST TO SCHEDULE THEATRE ACTIVITY, FACILITY, SERVICE**

**INSTRUCTIONS:** Complete and return to <u>roomreservations@asurams.edu</u>. If additional information is needed, call or visit the Events Scheduling Coordinator at Albany State University, 2400 Gillionville Road, Albany, GA 31707; Office C -110 in the Student Center; (229) 500-2885.

### **GENERAL INFORMATION:**

Name:			Date:			
Address:						
City/State/Zip:						
Phone Number:	Alternate Phone	Number:				
E-mail:						
Organization (sponsor):						
EVENT INFORMATION: NO Food	or Drink allowed inside the ASU	<u> Theatre/B(</u>	<u>CB Auditorium.</u>			
Title of Event:						
Event Date(s)/Time(s):	Load-In: Date:	Time:	Strike: Date: _	Ti	ime:	
Rehearsal(s): Set-Up: Start:	End:	Clea	ar Out:			
Event(s):	Set-Up:	Start:	End:	_Clear	Out:	
Estimated Attendance:	Participant	Fee:				
<b>Rooms Needed:</b>	ressing Room(s): $\Box$ Female $\Box$ N	Iale				
Additional Space Requirement:						
Will Minors Participate/Attend?						
Furniture (set-up) Needed:						
Technical Needs:       □ Stage Lighting       □ Sound System       □ Mic. Stand(s)       □ Wireless Handheld       □ Lapel/Lavaliere       □ Laptop         □ Podium       □ Presentation Remote       □ Projection Screen       □ A/V Recording       □ Other:						
Other Needs:						
<b>Events Office ONLY:</b> Received Date:	Initial:		Approved:	□ Yes	🗆 No	
					Rev. 10/19	

### Albany State University Theatre Use Guidelines.

- 1. Outside Rentals, Events and Organizations are allowed access to the ASU Theatre Facilities after checking in with the Theatre Facilities Manager/Auxiliary Services Representative during reserved dates and times. At least one ASU crew member must be present backstage and one in the tech booth during all activity. Additional fees may be accrued for time overages. The theatre closes promptly at 11:00 p.m. each evening except for the evening of load out. Arrangements must be made with Auxiliary Services as to the time the theatre must be cleared that evening.
- 2. Events, Organizations and Rental Clients are responsible for cleaning the reserved facility areas <u>before vacating the premises</u>. Any and all equipment or materials of any kind left in the ASU Facility beyond designated reservation times are strictly prohibited and may result in fee penalties. A large trash receptacle will be placed near the theatre loading dock for your convenience in clearing trash and supplies. For the clients safety and protection, it is very important that the theatre and related areas be free of all supplies, materials, equipment,, props, etc. used for the production as soon as load out is completed.
- 3. All rooms utilized must be cleaned and cleared of trash daily.
- 4. Children 16 and under must be accompanied by an adult to gain admittance to the theatre facility and must be chaperoned at all times while in the facility.
- 5. Animals or pets, of any kind, are not permitted in the Theater Facility. Exceptions will include essential service dogs. Exceptions for Events and/or Productions will be made on a case by case basis and specified in a Memorandum of Understanding.
- 6. Injuries are to be reported immediately to on-duty faculty and/or staff member. ASU police officers must file a written report of any accident whether an injury occurred or not. Please contact Central Dispatch at 229-430-4711 to report an accident. In the event there is a life threatening situation, please call 911 immediately.
- 7. Signs, banners, photographs, etc., are not to be posted or removed unless approved by the Theatre Facilities Manager/Auxiliary Services.
- 8. Usage of the theater hydraulic lift and non-reserved theater equipment and materials is strictly prohibited. This includes but is not limited to: lumber, paint, hardware, power tools, hand tools, tapes, electrical or sound cabling and equipment, etc.
- 9. Rigging changes and reweighting will only be done by ASU Theater Facility Personnel under the supervision of the Theatre Facilities Manager/Auxiliary Services Staff unless specified per the rental agreement. No exceptions are included in this agreement.
- 10. Albany State Personnel will hang or supervise the hanging of any back drops
- 11. Theater Facility Personnel, only, are allowed in the Catwalks, Grids, or Fly rail areas unless specified per the rental agreement.
- 12. NO Food or Drink with exception of water in closed containers is allowed inside the auditorium. If evidence of food or drink being taken into the auditorium is found, an additional cleaning fee of \$15.00 per hour to clean the facility will be charged to the renting agency. Should ASU personnel deem that the University's property has sustained damages due to negligence, unsupervised use or carelessness, the client will be assessed costs equal to the cost for replacing or repairing damaged items to the condition prior to the client's renting the facility. Food and drinks may be allowed in other Theater Facility areas upon special arrangement and will be stated in the rental agreement.
- 13. Use of the Theater Loading dock is only permitted during reservation times and dates stated in the rental agreement. It should be used with the following safety precautions:

•Loading Dock may be used only under the supervision of Theatre/Auxiliary Personnel

•Watch for objects and pedestrians

•Use dock boards to ensure no movement of trucks, forklifts, etc.

- •Maintain a safe distance from the Loading Dock edge
- 14. Client may NOT use the ASU theatre shop equipment and hand tools. The shop area may be used to construct the set but no materials, equipment and/or supplies that are the property of Albany State University may be used. Should it be determined that said supplies and/or equipment were used, the client will be invoiced for use and replacement cost at current and prevailing prices.
- 15. NO ALCOHOL may be served unless prior written approval has been received from Albany State University.
- 16. Theater Staff Student workers must be given a 30 minute break for every four (4) hours of work.

Appendix 35



### **P32A – Athletics**

### **REQUEST TO SCHEDULE ATHLETIC ACTIVITY, FACILITY, SERVICE**

**INSTRUCTIONS:** Complete and return to <u>roomreservations@asurams.edu</u>. If additional information is needed, call or visit the Events Scheduling Coordinator at Albany State University, 2400 Gillionville Road, Albany, GA 31707; Office C -110 in the Student Center; (229) 500-2885.

GENERAL INFORMATION					
Requestor's Name:		Date:			
Mailing Address:					
City:	State:	Zip Code:			
Phone:	E-mail:				
Organization (sponsor):					
EVENT INFORMATION					
Event Name:					
Event Type: Conference/Meeting Game/Meet/Mat	tch 🗆 Tournament 🗖 Banquet 🗖 Camp	p 🛛 Other:			
Event Space Needed:           Recreation Gym          Locker Ro          Disc Golf Course          Aerobics/I          Classroom         Intramural Field	ooms □ Pool □ Lobby □ Arena □ S Dance Studio □ Tennis Courts □ Pavilio I □ President's Club □ 5K Course				
Event Date(s):	Event Start Time:	Event End Time:			
Event Set-up Date:	Event Set-up Time:	Event Set-up End Time:			
Expected Attendance:					
Admission Charge:  No Ves, how much?	Participant Fee: Do	w much?			
Will Minors Participate/Attend?					
Furniture/Set-Up Needed: (Attach drawing/diagram of room setup):					
Technology Services Needed:          Handheld Microphone         Lavalier Microphone         Standing Microphone         Podium         Projector/Screen         IT support for entire event         IT support needed for start of event only					
Food/Concessions Needed:         Image: No image:					
Events Office ONLY: Received Date:	Initial: Approved:	: □ Yes □ No Rev. 10/19			
		Kev. 10/19			