



CHILD PROTECTION AND MANDATORY CHILD ABUSE REPORTING AND PREVENTION PROCEDURE

Category: Administration

Date Approved: October 5, 2015

Responsible Office: Campus Events, Public Safety, MCC Association Inc.

Date Revised:

Responsible Executive: VP, Student Services; VP, Economic Development & Innovative Workforce Services; CFO/Vice President, Administrative Services

Procedures

In furtherance of the MCC Child Protection and Mandatory Child Abuse Reporting & Prevention Policy, Monroe Community College and any College-affiliated organization shall:

1. Designate a Responsible College Official for each Covered Activity.
2. Determine on a limited basis that this Policy, which prohibits a Covered Person from being alone with a child, shall not apply to certain Covered Activities when the pedagogical or health-related nature of the Covered Activity requires such one-on-one contact with a child. Examples may include tutoring, music lessons, speech therapy, and medical, dental or optical services.
3. Communicate the requirements of this Policy to Covered Persons.
4. On a biennial basis, provide for and require training on this Policy for all Covered Persons who are employees, volunteers, students or agents of Monroe Community College or a College-affiliated organization prior to the commencement of a Covered Activity.
5. Obtain New York Sex Offender Registry and National Sex Offender Public Registry searches for Covered Persons who are employees, volunteers, students or agents of Monroe Community College or a College-affiliated organization and complete a review of such searches not more than ninety (90) days prior to the commencement of a Covered Activity.
 - a. A search of the NY Sex Offender Registry means a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NYS Division of Criminal Justice Services (DCJS) pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website: [http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm]; and retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.
 - b. A search of the National Sex Offender Public Registry means a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and retention of the records of the results of such search.

6. Provide for the prompt investigation and preparation of written findings by the Department of Public Safety of reports of suspected physical abuse or sexual abuse, and if there is reasonable cause to believe a crime has been committed, coordination by the Department of Public Safety with other law enforcement officials.
7. Provide a mechanism to report and respond to allegations of retaliation (as described below).
8. Retain documentation of the search results from the New York and National Sex Offender registries for Covered Persons who are employees, volunteers, students or agents of Monroe Community College or a College-affiliated organization for six (6) years after the covered person has separated from employment.

Third Party Use of College Facilities

The use of College facilities by vendors, licensees or permittees for commercial and non-commercial Covered Activities shall be accomplished pursuant to a revocable permit. The following minimum terms shall be included in all such revocable permits:

1. A specific definition of the areas accessible to the Covered Activity. For example, revocable permits for sporting events held on athletic fields should include the athletic field, as well as any ancillary areas or structures where minors will be permitted, such as adjacent grounds, parking lots, rest rooms, locker rooms, accessory structures, etc.
2. A provision requiring insurance coverage in the types and amounts listed below, naming the College, the Monroe Community College Association, Inc., the Monroe Community College Foundation, Inc. and Monroe County as additional insured, and requiring that evidence of such insurance be provided to the College within five (5) business days of execution of the revocable permit or at minimum two weeks (14 days) prior to the scheduled use of College facilities.
 - a. General Liability insurance one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate;
 - b. New York State Workers' Compensation insurance during the term of the revocable permit for the benefit of permittee's employees required to be covered under the NYS Workers' Compensation Law.
 - c. For those instances in which the College believes that the activity is so long or substantial and that the obtaining of such insurance will not unduly preclude beneficial use of Colleges facilities, additional insurance in the form of: Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000) is required. Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of College facilities.

3. If the Covered Activity is a Children's Camp as defined in Section III-E of this policy, a permittee is required to provide the Office of Campus Events with a copy of its camp operator permit issued by the New York State Commissioner of Health, either upon execution of the permit or not later than two weeks (14 days) before the scheduled use of College facilities.
4. A representation and warranty from the permittee that for all of its employees and volunteers, and employees and volunteers of its sub-permittees, who shall enter upon College facilities for purposes related to a Covered Activity, the permittee has conducted within the ninety (90) day period preceding the use of College facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public website.
5. A representation and warranty from the permittee for all Covered Activities:
 - a. It shall adhere to the American Camp Association standards for minimum staff-to-child supervision ratios, minimum staff age and minimum staff accreditation requirements (available at: <http://www.acacamps.org/accreditation/stdsglance>); and
 - b. That the overall supervisor for each Covered Activity is an adult with certification or documented training and experience in the Covered Activity.
6. A representation and warranty from permittee that any transportation it provides for participating minors to and from the College's grounds shall conform to the American Camp Association's transportation standards (available at: <http://www.acacamps.org/accreditation/stdsglance>).
7. A provision requiring written acknowledgement from the permittee that it has received a copy of the College's Child Protection and Mandatory Child Abuse Reporting & Prevention Policy and agrees to abide by all of its terms, including its requirement that any suspected physical or sexual abuse be immediately reported to the Department of Public Safety.

**Monroe Community College
Revocable Permit**

**Use of College Facilities for Covered Activities Under the
Child Protection and Mandatory Child Abuse Reporting & Prevention Policy**

THIS AGREEMENT, made this _____ day of _____ 20__, by and between MONROE COMMUNITY COLLEGE, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at 1000 East Henrietta Road, Rochester, NY 14623, (hereinafter referred to as “MCC”) and [Permittee name] a [commercial / non-commercial] organization having its principal place of business located at [address], hereinafter referred to as “the Permittee,” and collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; for a Covered Activity, defined herein as an activity conducted by the Permittee occurring on MCC property, for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, MCC has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby MCC will make such facilities available to the Permittee for the Covered Activity.

NOW, THEREFORE, be it known that a revocable permit is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated on the Campus Events Application, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. MCC shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise on the Campus Events Application, no telephone service shall be provided by MCC to the Permittee hereunder.
2. The Permittee shall take good care of the premises, fixtures and appurtenances to preserve the premises in good order and condition. Upon removal from said premises, the Permittee shall, at its sole cost and expense, restore the premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the premises.
3. Upon the prior written approval by the Office of Campus Events, the Permittee may use other areas of the MCC campus upon the same terms and conditions as provided herein.

4. The Permittee agrees to provide the Office of Campus Events with a copy of its [Incorporation Papers or Receipt of Filing as a nonprofit agency or a commercial entity filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name].
5. In consideration of the facilities and services to be provided by MCC as enumerated herein, the Permittee agrees to reimburse MCC in accordance with the costs or services stipulated and provided in writing by the Office of Campus Events or MCC Association Inc. hereto and made a part hereof, and any other extraordinary costs incurred by MCC to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from MCC or the MCC Association Inc.
6. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to MCC or to others, and for injury to persons (including death) which may in any way result from the operation or conducting of the Covered Activity, or may be caused by any of the persons involved in the Covered Activity, whether or not directly caused by the Permittee.
7. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Covered Activity and agrees to remove any personnel involved in the Covered Activity whose actions, or failure to act, shall in the sole judgment of MCC, after consulting with the Permittee, be deemed to be detrimental to the MCC campus.
8. If, in the judgment of the Office of Campus Events, or the Department of Public Safety, the activities of any personnel in any way involved in the Covered Activity should be such that MCC, after consultation with the Permittee, shall determine that the continuation of the Covered Activity for the then remaining period covered by this Agreement shall be contrary to the best interest of MCC, MCC may terminate this Agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from MCC premises.
9. This Agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established MCC regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governments applicable thereto including the provisions contained in the Campus Events Application. If necessary, the Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses which may be required by any local, State or Federal Governmental body.
10. The Permittee agrees that the issuance of this permit shall in no way diminish the statutory authority of the County of Monroe, Monroe Community College, or the MCC Association Inc. to possession, pursuant to applicable laws, of the controlled property to which this permit relates; nor shall the dominion and control by the County of Monroe over the said MCC property be in any way diminished.

11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between MCC, or the MCC Association Inc., and the Permittee regarding the use of MCC controlled property to which this permit relates.
12. The Permittee specifically agrees that this permit shall be void and of no further force and effect upon any use of the MCC or MCC Association, Inc. controlled property to which this permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of MCC.
13. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon MCC lands for the purpose of maintaining, operating and using facilities designated in the Campus Events application.
14. The Permittee specifically agrees not to hold itself out as representing the County of Monroe, Monroe Community College, or MCC Association, Inc. in connection with the use of the MCC or MCC Association, Inc. owned property to which this permit relates, nor shall the name of the County of Monroe, Monroe Community College or MCC Association, Inc. be used by Permittee for any purpose without prior approval of the Office of Campus Events or the MCC Association, Inc.
15. The Permittee assumes all risk incidental to the use of said facilities and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Covered Activity, use of facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the County of Monroe, MCC and the MCC Association, Inc. from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the facilities, its appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees, on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the County of Monroe, MCC and/or the MCC Association, Inc. in connection with the claims, suits and losses, as aforesaid. Subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act, MCC and the MCC Association, Inc. shall hold the Permittee harmless from and indemnify it for any final judgment of a court a competent jurisdiction to the extent attributable to the negligence of MCC or of its officers or employees when acting within the course and scope of their employment.
16. The Permittee agrees to provide MCC with the insurance coverage listed below, naming the County of Monroe, Monroe Community College, MCC Association, Inc. and MCC Foundation, Inc. as an additional insured covering property damage, personal injury or death arising out of the use of MCC facilities. The Permittee further agrees to provide the Office of Campus Events evidence of such coverage within five (5) business days of execution of this permit or at minimum two weeks (14 days) prior to the Covered Activity. Permittee agrees to provide notice to MCC of any cancellation of such policies, renewal policies, or new policies.

- a. General Liability insurance one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate;
 - b. New York State Workers' Compensation and disability insurance during the term of the revocable permit for the benefit of Permittee's employees required to be covered under the NYS Workers' Compensation Law and the NYS Disability Benefits Law.
 - c. Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of MCC facilities.
17. If the Covered Activity for which this permit issues is a children's camp as defined by New York Public Health Law § 1392, the Permittee agrees to provide the Office of Campus Events with a copy of its camp operator permit issued by the New York State Commissioner of Health upon execution of the Permit, and not later than two weeks (14 days) before the scheduled use of College facilities.
18. The Permittee represents and warrants that for all of its employees, volunteers, subcontractors and agents who shall enter upon College facilities for purposes related to the Covered Activity, Permittee has conducted within the ninety (90) day period preceding the use of College facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry.
- a. A search of the NY Sex Offender Registry means:
 - i. a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NYS Division of Criminal Justice Services pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website (http://www.criminaljustice.ny.gov/nsor/800info_cdsuubmit.htm); and
 - ii. retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.

- b. A search of the National Sex Offender Public Registry means:
 - i. a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and
 - ii. retention of the records of the results of such search.
19. The Permittee represents and warrants that for all facets of the Covered Activity:
- a. it shall adhere to the following minimum staff-to-child supervision ratios by age of child:

5 years and younger:	1 staff for each 6 children;
6-8 years:	1 staff for each 8 children;
9-14 years:	1 staff for each 10 children;
15-16 years:	1 staff for each 12 children.
 - b. at least 80% of its staff are eighteen (18) years of age or older and that all staff are at least sixteen (16) years of age and at least two (2) years older than the children with whom they are working;
 - c. its staff has training specific to the program or activity; and
 - d. the overall supervisor for each program and activity is an adult with certification or documented training and/or experience in that program or activity.
20. The Permittee represents and warrants that any time it provides transportation for participating minors to and from MCC campus grounds, in addition to the driver of the vehicle, there shall be at least one other staff member in the vehicle at all times.
21. The Permittee acknowledges that it has received a copy of the MCC Child Protection and Mandatory Child Abuse Reporting & Prevention Policy and agrees to abide by all of the terms, including its requirement that any suspected physical abuse or sexual abuse of a child be reported immediately to the Department of Public Safety. The Permittee's written acknowledgement is attached hereto as Permittee Acknowledgment of Receipt of the MCC Child Protection and Mandatory Child Abuse Reporting & Prevention Policy. Permittee represents and warrants that it has caused each of its employees, agents and volunteers, and those of its sub-permittees, who is responsible for custody, control or supervision of children participating in the Covered Activity, to complete an acknowledgement of review of the above-referenced policies and their agreement to abide by the terms established within.
22. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against Monroe County, Monroe Community College, MCC Association, Inc., or MCC Foundation, Inc., its officers and employees.

23. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

TO Monroe Community College: Monroe Community College
Office of Campus Events
1000 East Henrietta Road
Building 3, Room 120
Rochester, NY 14623
Telephone: 585-292-2010
Fax Number: 585-292-3844

TO THE PERMITTEE: [Company/Organization Name]
[Representative Name]
[Address]
[Telephone]

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

24. This Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
- a. The MCC Office of Campus Events Application
 - b. This Agreement
 - c. Permittee Acknowledgement of the MCC Child Protection and Mandatory Child Abuse Reporting & Prevention Policy
25. The relationship of the Permittee to Monroe Community College arising out of this agreement shall be that of independent contractor.
26. The permission hereby granted shall be effective [DATE and TIME] and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by certified mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate [DATE and TIME] in any event, if not sooner revoked. Under no circumstances shall the County of Monroe, Monroe Community College, MCC Association, Inc., or the MCC Foundation, Inc. be held liable for damages of any kind, either direct or indirect, for termination of this permit.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and MCC has caused this instrument to be executed by its duly authorized officer.

MONROE COMMUNITY COLLEGE

PERMITTEE

By: _____

By: _____

[Type name]

[Type Name]
Official Representative of
Permittee or Authorized
Designee

**Permittee Acknowledgement of Receipt of the
MCC Child Protection and Mandatory Child Abuse & Prevention Policy**

**Monroe Community College
Revocable Permit Issued to [Permittee Name]**

[Permittee] acknowledges that on [date] it has received a copy of the Monroe Community College policy entitled Child Protection and Mandatory Child Abuse & Prevention Policy. [Permittee] represents that it has reviewed said policy and agrees to abide by its terms, including provisions requiring that actual and suspected physical abuse and sexual abuse of a child be reported immediately to the Department of Public Safety at 1000 East Henrietta Road, Building 21, Room 140, Rochester, NY 14623, or by telephone at 585-292-2912.

[Permittee] acknowledges that for all of its employees and volunteers, and employees and volunteers of its sub-permittees who shall enter upon MCC facilities for purposes related to Covered Activity, permittee has (i) required said Covered Persons to review the above-named policies and to complete an Acknowledgement of their agreement to abide by their terms; (ii) conducted a search of the NY Sex Offender Registry; and (iii) conducted a search of the National Sex Offender Public website within the ninety (90) day period preceding its use of MCC facilities and has retained the records of such search.

PERMITTEE NAME

By: _____

Print Name: _____

Title: _____

Address _____

Date signed: _____

Notary Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____, 20____, before me personally came
_____, to me known and known to me to be the
person described in and who executed the foregoing instrument and he/she acknowledged to me
that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____day of _____ 20____, before me personally came _____ to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF NEW YORK)
COUNTY OF) ss.:

On this ____ day of _____ 20____, before me personally came _____ to me known, who duly being sworn, did depose and say that he/she resides in _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

Contact Information

Office of Campus Events
Building 3, Room 120
Phone Number: 585-292-2010
Fax Number: 585-292-3844

Department of Public Safety
Building 21, Room 140
Phone: (585) 292-2912
Fax Number: (585) 292-3873

Economic Development and Innovative Workforce Services
Economic & Workforce Development Center
1057 East Henrietta Road
Building 29
Phone Number: 585-292-3770
Fax Number: 292-3836