



FREDONIA CHILD PROTECTION POLICY

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A. **SUMMARY**

All individuals must conduct themselves appropriately with children who participate in The State University of New York at Fredonia (“Fredonia”) and Fredonia-related programs and shall, consistent with the mandates of this Policy, report instances or suspicion of physical or sexual abuse of children.

B. **POLICY**

The State University of New York (“SUNY”) is committed to protecting the safety and well-being of children who participate in University-related programs and activities, whether on or off campus, or utilize campus facilities for activities including, but not limited to, sports camps, academic and personal enrichment programs and research studies. Fredonia supports SUNY’s policy and implements the following Child Protection Policy as campus policy.

C. **DEFINITIONS**

Child: An individual under the age of seventeen years, who is participating in a Covered Activity. The term "child" shall not include a matriculated student of Fredonia or a person accepted for matriculation.

Covered Activity: A program or activity sponsored or approved by Fredonia or a Fredonia-affiliated organization, or an activity conducted by a vendor, licensee or permittee for which a license or permit for use of Fredonia facilities has been approved, occurring on or off-campus, for the duration of which the

responsibility for supervision of children is vested in Fredonia and Fredonia-affiliated organization or the vendor, licensee or permittee so approved.

Activities *not* covered by this policy include, but are not limited to, Fredonia's Campus Child Care Center, concerts, plays, university athletic contests and competitions, and exhibits open to the general public; group activities such as Halloween or other Holiday events or other group activities sponsored by Greek organizations, student governments, clubs or organizations or Residence Life to which parents accompany children; children accompanying a visitor to campus (e.g., accompanying a sibling on a recruiting visit).

Covered Person: A person who is responsible for the custody, control or supervision of children participating in the Covered Activity and who is:

- (i) an employee of Fredonia or Fredonia-affiliated organization;
- (ii) a Fredonia student;
- (iii) a volunteer of Fredonia or a Fredonia-affiliated organization; or
- (iv) a vendor, licensee, permittee or other person, who is given permission to come onto campus or to use Fredonia facilities for Covered Activities; or
- (v) an employee, agent or volunteer of (iv) above.

Fredonia: The State University of New York at Fredonia.

Fredonia-affiliated Organizations: Including but not limited to, the Research Foundation for the State University of New York, Fredonia Foundation, Fredonia Alumni Association, Fredonia Auxiliary Services Corporation (Faculty Student Association), Student Association or any other entity so designated by the Chancellor or Fredonia President.

Fredonia Facilities: Any Fredonia building, residence hall, athletic facility, classroom, pool, gym, The College Lodge, The Fredonia Incubator, Fredonia Incubator clients etc. where a Fredonia, Fredonia-affiliated employee, vendor, licensee or permittee, performs work-related duties in the course of his or her employment or volunteer assignment.

Physical Abuse: Physical contact with a child by a Covered Person which is intended to cause, or causes, pain or physical injury, including punching, beating, etc., or directing a child, outside the norm of the supervised activity, to perform physical activity which is intended to cause physical injury.

Responsible Fredonia Official: The employee of the Fredonia or Fredonia-affiliated organization who has been designated by the campus under Section G, Campus Responsibilities.

Sexual Abuse: Engaging in a sexual offense with a child and/or encouraging or promoting sexual performance by a child, which may include intentional indecent exposure or video filming activities intended to have a sexual theme or purpose. Pursuant to the NYS Penal Law Articles 130, 263, and Sections 260.10 and 260.25, sexual offenses include sexual misconduct, rape, criminal sex acts, forcible touching, persistent sexual abuse, sexual abuse, aggravated sexual abuse, course of sexual conduct against a child, facilitating a sex offense with a controlled substance, sexually motivated felony, predatory sexual assault against a child, and sexual performance by a child. This also includes Penal Law offenses relating to children including endangering the welfare of a child and unlawfully dealing with a child in the first degree. Sexual performance by a child, as defined by the Penal Law, is any behavior which results in touching of the sexual or other intimate parts of a child for the purpose of sexual gratification of the child and/or adult, including touching by the child and/or adult with or without clothing, and all acts as defined by New York State Penal Law Articles 130, 263 and Section 260.10.

SUNY: The State University of New York.

University Police Department: The department that protects Fredonia's students, staff, visitors and facilities through on-campus presence and witness.

D. **PROHIBITED CONDUCT**

This Policy aims to protect children from one-on-one contact with adults, including Covered Persons as defined herein, through which children may be at risk of physical or sexual abuse. To the *maximum extent possible*, a Covered Person should ensure that their interaction with children is in a *clearly observable* area.

A Covered Person *shall not*:

1. Be alone with a child, unless the Covered Person is a relative or guardian of the child, unless one-on-one contact is approved in accordance with a determination pursuant to Section G.2 of this policy.
2. Engage in physical abuse or sexual abuse of a child.
3. Engage in the use of alcohol or illegal drugs, or be under the influence of alcohol or illegal drugs during Covered Activities.
4. Enable, facilitate or fail to address a child's use of alcohol or illegal/non-prescribed drugs.
5. Contact a child through electronic media, including social media, for the purpose of engaging in any prohibited conduct, including sexual conduct.
6. Offer or make a gift to a child for the purpose of engaging in any prohibited conduct, including sexual conduct.
7. Release a child from a Covered Activity without a written authorization from the child's parent or guardian.

E. **REQUIRED CONDUCT**

A Covered Person *shall*:

1. Take all reasonable measures to prevent physical and sexual abuse of a child, including immediately removing a child from potential physical abuse, sexual abuse or prohibited conduct as defined herein.
2. Report immediately any suspected physical abuse or sexual abuse of a child to the University Police Department (716-673-3333, www.fredonia.edu/upd), and provide to the University Police Department a written report of suspected physical or sexual abuse of a child. Mandated reporters under New York Social Services Law are required to report suspected child abuse or maltreatment when they are presented with a reasonable cause to suspect such abuse or maltreatment has occurred.
3. Comply with this policy, [SUNY's Policy on Mandatory Reporting and Prevention of Child Sexual Abuse. Document No. 6504](#) available on the University-wide Policies and Procedures webpage: www.suny.edu/sunypp/documents and Fredonia's [Policy on Mandatory Reporting and Prevention of Child Sexual Abuse](#) www.fredonia.edu/humanresources/policies or www.fredonia.edu/policy.
4. Complete all required training developed pursuant to this Policy.
5. Wear and display prominently at all times during the Covered Activity photo identification affixed to a lanyard. The Responsible Fredonia Official supervising the Covered Activity is responsible for providing lanyards that identify Covered Person(s) and ensuring said identification is displayed at all times during the Covered Activity.

F. **RESPONSIBLE FREDONIA OFFICIAL**

A Responsible Fredonia Official *shall*:

1. Confirm that the requirements of this Policy have been communicated to Covered Persons (i) - (iii) prior to the commencement of a Covered Activity.
2. Conduct or have a designee conduct a search of the New York Sex Offender Registry (www.criminaljustice.ny.gov/SomsSUBDirectory/search_index.jsp) and the National Sex Offender Public Registry (www.nsopw.gov) and confirm that New York Sex Offender Registry and National Sex Offender Public Registry searches (as described in Section G.5.) have been obtained and reviewed for Covered Persons (i) - (iii) not more than ninety (90) days *prior* to the commencement of a Covered Activity. In the event that a review of the New York Sex Offender Registry or the National Sex Offender Public Registry reveals the presence of a Covered Person on either of said registries, the Responsible Fredonia Official shall immediately contact University Police who shall immediately contact the Covered Person and confirm that person's identity. If the Covered Person is listed on the Directory, then direct them that their presence is prohibited on the Fredonia campus. In the event that the Covered Person on the Registry is a Fredonia employee, University Police shall immediately contact the Director of Human Resources so that appropriate due-diligence may be conducted. In case of "last-minute" designation of a Covered Person, the Responsible Fredonia Official shall perform an online search of the National Sex Offender Public Registry and a phone search of the New York State Sex Offender Registry. To check up to five names by telephone call 1-518-457-5837 or 1-800-262-3257. The Responsible Fredonia Official will be asked to provide the Official's name, address, and phone number prior to giving the search names.
3. Confirm that the completed Acknowledgement of Fredonia's Child Protection form has been obtained from Covered Persons (iv) - (v) prior to the commencement of a Covered Activity.
4. Immediately report allegations of physical or sexual abuse of a child to the University Police Department (673-3333), and complete and provide to the University Police Department a written report for each allegation of physical abuse or sexual abuse of a child. Other reporting requirements not addressed in this Policy may also apply, such as the obligations of mandated reporters under New York Social Services Law, who are required to report suspected child abuse or maltreatment when they are presented with a reasonable cause to suspect such abuse or maltreatment has occurred.
5. Notify the Responsible Fredonia Official's Vice President of any alleged physical or sexual abuse to ensure that such allegations are investigated and addressed appropriately.
6. Confirm that required training on this Policy has occurred *prior* to the commencement of a Covered Activity for all Covered Persons who are employees, volunteers, students, or agents of Fredonia or a Fredonia-affiliated organization.

G. **CAMPUS RESPONSIBILITIES**

1. Designate a Responsible Fredonia Official for each Covered Activity. Such designation shall be made by the appropriate Vice President to ensure segregation of duties. The Responsible Fredonia Official shall be the Dean, Chair/Director, Associate/Assistant Director, faculty member, or professional staff of the Fredonia department who is sponsoring the Covered Activity.
2. Section D.1. of 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, audiology testing, etc. The Parent of any such child may elect to accompany the child to such health-related or instructional program and shall be allowed to attend such activity subject to space considerations. Parents, grandparents and legal guardians interested in attending either a health-

related or instructional activity shall complete and sign a “Request to Attend Form” and deliver it to the Responsible Fredonia Official for the Covered Activity prior to their child’s engagement in said activity.

3. By May 15, 2015, and biennially thereafter, Human Resources shall provide for and require training on this Policy for all Covered Persons who are employees, volunteers, students, or agents of Fredonia or a Fredonia-affiliated organization prior to the commencement of a Covered Activity.
4. Human Resources and or Internal Control shall communicate annually the requirements of this Policy to all Fredonia employees, especially those functioning as Covered Persons [See Section C, (i) - (v).]
5. Conduct a search of the New York Sex Offender Registry *and* National Sex Offender Public Registry for Covered Persons who are employees, volunteers, students or agents of Fredonia or a Fredonia-affiliated organization and complete a review of such searches not more than ninety (90) days *prior* to the commencement of a Covered Activity. To ensure that a comprehensive search of said registries is conducted, the Responsible Fredonia Official shall obtain *prior* to conducting the search, the birth date of all Covered Persons who are employees, volunteers, students or agents of Fredonia or a Fredonia-affiliated organization.
 - 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 NY Division of Criminal Justice Services (NYDCJS) pursuant to NY Correction Law §168-b for every level of sex offender (Level 1 through Level 3). This search requires an email, CD, fax or hard copy submission of names and identifiers to NYDCJS as described on the NYDCJS website, www.criminaljustice.ny.gov/SomsSUBDirectory/search_index.jsp;
 - (ii) retention of the records of the results of such search. This includes receiving the results from the search and storing said results along with a completed University Confirmation of Search Form consistent with SUNY Records Retention policy. Note that an Internet website 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 www.nsopw.gov;
 - (ii) retention of the records of the results of such search consistent with University Records Retention rules and regulations. The Responsible Fredonia Official shall print a copy of all searches of the noted Offender Registries and retain them consistent with the SUNY Records Retention Policy.
6. Provide for the prompt investigation and preparation of findings by the University Police Department 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 University Police Department with other law enforcement officials.

Suspected physical or sexual abuse of a child shall immediately be reported to the University Police Department at Fredonia. Such report should include the name of the victim and assailant (if known), other identifying information about the victim and assailant, the location of the activity and the nature of the activity. Upon receiving such a report, the Chief shall immediately notify Fredonia’s President, the Provost and Vice President of Academic Affairs, the Vice President of Finance and Administration, the Vice President of Student Affairs, the Vice President of Engagement and Economic Development, and the Vice President of University Advancement who shall recommend a

course of action to the Responsible Fredonia Official and other “need to know” Fredonia employees. Additionally, the Chief shall notify the Commissioner of the SUNY University Police (“Commissioner”) of any such report within one working day of notice to Fredonia’s President. The Chief is obligated to notify the appropriate local authorities. The Commissioner shall promptly report such incidents to the Chancellor of the State University of New York for periodic reporting to the SUNY Board of Trustees.

7. Provide a mechanism to report and respond to allegations of retaliation consistent with Section H of this Policy.
8. Internal Control (“IC”) acting as the campus Records Management Officer shall retain documentation of the search results from the New York and National Sex Offender Registries for Covered (s) who are employees, until after the Covered Person has separated from employment. IC shall retain documentation of the search results from the New York and National Sex Offender Registries for volunteers, students or agents of Fredonia or a Fredonia-affiliated organization for six years from the date of the covered activity. The responsible Fredonia Official shall forward the search results from the New York and National Sex Offender Registries to the Records Management Officer no later than 60 calendar days following the close of the Covered Activity.
9. The Responsible Fredonia Official or designee is required to secure written confirmation from a vendor, licensee or permittee who is engaged in a Covered Activity that said entities have conducted a search of the New York Sex Offender Registry and National Sex Offender Public Registry for all Covered Persons who are employees, volunteers, students or agents of said entities not more than ninety (90) days *prior* to the commencement of a Covered Activity.

H. RETALIATION

Retaliatory action against anyone who has reported alleged physical or sexual abuse in accordance with this Policy, or who has been involved in investigating or responding to allegations of physical or sexual abuse, or who has reported a failure to comply with this Policy, is a violation of this Policy. Retaliatory acts may include, but are not limited to

- employment actions affecting salary, promotion, job duties, work schedules and/or work locations;
- actions negatively impacting a student's academic record or progress; and
- any action affecting the campus environment, including harassment and intimidation.

A Fredonia employee who engages in retaliatory acts as defined by this Policy may, subject to the terms and conditions of the governing collective bargaining agreement, where applicable, be disciplined.

A Fredonia employee who falsely initiates an alleged violation of this policy may subject themselves to discipline consistent with the terms and condition of the governing collective bargaining agreement.

A Fredonia employee who believes they are the subject of retaliatory behavior as a result of their involvement in reporting a potential violation of this Policy should promptly notify their immediate supervisor, divisional Vice President or Human Resources.

I. THIRD-PARTY USE OF FREDONIA FACILITIES

The use of Fredonia 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 Fredonia as an additional insured, and requiring that evidence of such insurance be provided to Fredonia within five (5) business days of execution of the revocable permit or at minimum two weeks (14 days) prior to the scheduled use of Fredonia facilities.
 - a. General Liability Insurance of two million dollars (\$2,000,000) for 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 a campus believes that the activity is so long or substantial and that the obtaining of such insurance will not unduly preclude beneficial use of the campus' facilities, the campus should require 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). 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 Fredonia facilities.
3. If the Covered Activity is a Children's Camp as defined by New York State Health Law, a provision requiring a permittee to provide Fredonia 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 Fredonia facilities.
4. A representation and written confirmation from permittee that for all of its employees and volunteers, and employees and volunteers of its sub-permittees, who shall enter upon Fredonia facilities for purposes related to a Covered Activity, the permittee has conducted within the ninety-day period preceding the use of Fredonia facilities a search of the NY Sex Offender Registry; and a search of the National Sex Offender Public Registry website.
5. A representation and written confirmation from permittee that for all Covered Activities' 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: www.acacamps.org/accreditation/stdsglance); and 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 written confirmation from permittee that any transportation it provides for participating minors to and from the Fredonia grounds shall conform to the American Camp Association's transportation standards (available at: www.acacamps.org/accreditation/stdsglance).
7. A provision requiring written acknowledgement from permittee that it has received a copy of Fredonia's Child Protection 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 University Police Department.

J. **AUTHORITY**

State University Board of Trustees Resolution 2014.

New York State Education Law Article 8, §355 (Powers of Trustees).

K. **TRAINING**

In furtherance to this Policy, Fredonia shall, on an annual basis, notify all university employees of the existence of this policy and train—either in person or on-line—Covered Persons, vendors, licensees, or permittees on the provisions of this policy and the attendant reporting obligations.

L. **FORMS**

Revocable Permit — Use of University Facilities for Covered Activities under the State University of New York Child Protection Policy.

Exhibit A—State University of New York Standard Contract Clauses.

Exhibit B—Designated Facilities and Service.

Exhibit C—Costs and Services.

Exhibit D—Permittee Acknowledgement of Review of SUNY Child Protection Policies.

SUNY Acknowledgement by Individual.

SUNY Acknowledgement by Corporation.

New York Sex Offender Registry and National Sex Offender Public Registry Confirmation Form.

Request to Attend Health-related or Instructional Activity with a Minor Child

State University of New York at Fredonia

**Revocable Permit – Use of the University Facilities for Covered Activities
Under the State University of New York Child Protection Policy**

THIS AGREEMENT, made this ___ day of _____ 20__, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the State University of New York at Fredonia, having its principal place of business at 280 Central Avenue, Fredonia, New York, 14063 (hereinafter referred to as “Fredonia”) 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.”

WITNESSETH:

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

WHEREAS, Fredonia has such facilities; and

WHEREAS, the Parties desire to enter into an agreement whereby Fredonia 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 in *Exhibit B*, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. Fredonia shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the premises. Unless specifically indicated otherwise in *Exhibit B*, no telephone service shall be provided by Fredonia to 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 when the use by the Permittee began, other than ordinary wear and tear to the premises.
3. Upon the prior written approval by Fredonia, the Permittee may use other areas of Fredonia upon the same terms and conditions as provided herein.
4. The Permittee agrees to provide Fredonia with a copy of its [Incorporation Papers or Receipt of Filing as a nonprofit agency or a commercial entity files 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 Fredonia as enumerated herein, the Permittee agrees to reimburse Fredonia in accordance with the cost or services stipulated on *Exhibit C*, attached hereto and made a part hereof, and any other extraordinary costs incurred by Fredonia to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt

of an official billing statement from Fredonia. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.

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 Fredonia 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 Fredonia, after consulting with the Permittee, be deemed to be detrimental to Fredonia.
8. If in the judgment of Fredonia, the activities of any personnel in any way involved in the Covered Activities should be such that Fredonia, 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 Fredonia, Fredonia may terminate this Agreement without liability of any kind whatsoever therefore, and the Permittee and all personnel so involved shall be thereupon removed from Fredonia premises.
9. This Agreement shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and Fredonia 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 rider attached hereto and made a part hereof as *Exhibit A*. If necessary, 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 State University of New York or Fredonia to possession, pursuant to the Educational Law, of the State controlled property to which this permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
11. The Permittee specifically agrees that this permit does not create the relationship of landlord and tenant between Fredonia and the Permittee regarding the use of the State 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 State controlled property to which this permit relates when it is inconsistent with State law or when it in any way conflicts with the purposes or objectives of Fredonia.
13. The Permittee shall have the right, so long as this permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating and using facilities designated in *Exhibit B*.

14. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of State-owned property to which this permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Fredonia be used by the Permittee for any purpose without prior approval of Fredonia.
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 surrounding grounds, and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York 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 by 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 on at any time against the State of New York and/or the State University of New York 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, Fredonia shall hold Permittee harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State University of New York or of its officers or employees when acting within the course and scope of their employment.
16. The Permittee agrees to provide Fredonia with the insurance coverage listed below, naming the State University of New York as an additional insured, covering property damage, personal injury or death arising out of the use of Fredonia facilities. The Permittee further agrees to provide the Fredonia designee cited in paragraph 20 of this Permit with 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 Fredonia of any cancellation of such policies, renewal policies, or new policies.
 - (a) General Liability Insurance of two million dollars (\$2,000,000) for 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.

If required:

- (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 Fredonia facilities.
17. If the Covered Activity for which this permit is issued is a children's camp as defined by New York Public Health Law § 1392, the Permittee agrees to provide Fredonia 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 Fredonia facilities.

18. The Permittee represents and warrants that for all of its employees, volunteers, subcontractors and agents who shall enter upon Fredonia facilities for purposes related to the Covered Activity, the Permittee has conducted within the ninety (90) day period preceding the use of Fredonia facilities (i) a search of the New York Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry.
 - a. A search of the New York Sex Offender Registry means:
 - (i) a search of the file of persons required to register pursuant to Article 6-C of the Correctional Law maintained by the NY Division of Criminal Justice Services (DCJS) pursuant to NY Correctional Law § 168-b for every level sex offender (Level 1 through Level 3), which requires an email, CD, fax, or hard copy submission of names and identities to the DCJS as described on the DCJS website (www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm);
 - (ii) retention of the records of the results of such search. Note that an internet website 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 www.nsopw.gov;
 - (ii) retention of the records of the result 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 Covered Activity; and
 - (d) the overall supervisor for each Covered Activity is an adult with certification or documented training and/or experience in that Covered Activity.
20. The Permittee represents and warrants that any time it provides transportation for participating minors to and from Fredonia grounds, in addition to the driver of the vehicle, there shall be at least one other staff member in the vehicle at all times.

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 State University of New York be held liable for damages of any kind, whether direct or indirect, for termination of this permit.
27. [OPTIONAL] Upon execution of this permit, the Permittee agrees to pay a non-interest security deposit to Fredonia in the amount of 20% (twenty percent) of the fee amount in *Exhibit C*. The Permittee further agrees that Fredonia may, in its sole discretion, apply the security deposit toward repair of damages to Fredonia facilities. Should damages exceed the amount of the security deposit, Permittee agrees to pay for any additional costs of repair.
28. [OPTIONAL] The Permittee agrees that failure to timely cancel the reservation shall result in Fredonia retention of all or a portion of the security deposit, as provided in the Security Deposit Refund Schedule in *Exhibit C*.

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

STATE UNIVERSITY OF NEW YORK AT FREDONIA

PERMITTEE

By: _____

[Type name]

By: _____

[Type name]
Official Representative of
Permittee or Authorized
Designee

The remainder of this page intentionally left blank.

Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of the State's non-monetary consideration exceeds \$10,000 (Section 112 (3) New York State Finance Law).

Approved as to Form:

Date _____

ERIC SCHNEIDERMAN
Attorney General

By _____

Approved and Filed:

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By _____

Date _____

EXHIBIT A
State University of New York Standard Contract Clauses

EXHIBIT B
Designated Facilities and Services

State University of New York at Fredonia

[Permittee Name]

The following facilities and services at Fredonia are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Agreement.

[Identify specific facilities to which Permittee is being given access, including ancillary supporting facilities such as specific parking lots, accessory structures, rest rooms, locker rooms, hallway access, cafeterias, etc.]

[Specify dates of use]

[Specify start time and end time]

EXHIBIT C
Costs and Services

State University of New York at Fredonia

[Permittee Name]

The Permittee agrees to pay Fredonia the amount of \$_____ [amount in words] for the use of facilities described in Exhibit B. Payment is determined on the following basis:

DATE(S): _____

USE OF FACILITIES: Described on Exhibit B \$_____

START TIME / END TIME: _____

OVERTIME SURCHARGE: _____ [Identify overtime hours] \$_____

TOTAL: \$_____

BALANCE DUE: \$_____

Payable to: State University of New York at Fredonia

EXHIBIT D
Permittee Acknowledgement of Review of SUNY Child Protection Policies

State University of New York at Fredonia
Revocable Permit Issued to [Permittee Name]

[Permittee] acknowledges that on [date] it has received copies of Fredonia’s policies entitled: (1) Child Protection Policy; and (2) Policy on Mandatory Reporting and Prevention of Child Sexual Abuse. [Permittee] represents that it has reviewed said policies and agrees to abide by their terms, including provisions requiring that actual and suspected physical abuse and sexual abuse of a child be reported immediately to the University Police Department at Gregory Hall 2nd Floor, Fredonia, NY 14063 or 716-673-3333.

[Permittee] acknowledges that for all of its employees and volunteers, and employees and volunteers of its sub-permittees who shall enter upon University facilities for purposes related to Covered Activity, [Permittee] has conducted (i) a search of the New York State Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry website within the ninety (90) day period preceding its use of University facilities and has retained the records of such searches. In furtherance to this [Permittee] confirms that it has fully completed the New York Sex Offender Registry and National Sex Offender Public Registry Confirmation of Search Form included in this policy.

PERMITTEE NAME:

By: _____

Print Name: _____

Title: _____

Address: _____

Date signed: _____

**State University of New York
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 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 make this statement: I reside in _____; I on the _____ of _____, the corporation described in and which executed the foregoing instrument; I know 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 corporations. I sign my name thereto by like order.

Notary Public

New York Sex Offender Registry and National Sex Offender Public Registry

Confirmation of Search Form

State University of New York at Fredonia

I confirm that on the _____ day of _____, 20____ I reviewed the results of searches of
the National Sex Offender Public Registry *and* the New York State Sex Offender Registry

for _____[Jane Doe]_____, Date of Birth _____ ,
for _____[Jane Doe]_____, Date of Birth _____ ,

and for each of these named persons found:

- No Presence.

- Presence. (If this box is checked, there should be only one name listed above for the search, and the Chief of University Police and the Director of Human Resources are to be contacted immediately.)

Attached are the copies of the results of the above-referenced searches for

_____ [Jane Doe] _____ , _____ [Jane Doe] _____ ,
_____ [Jane Doe] _____ , _____ [Jane Doe] _____ ,
_____ [Jane Doe] _____ , _____ [Jane Doe] _____ ,

Responsible Fredonia Official

Name (print) Signature
Date: _____



Request to Attend Health-related or Instructional Activity with Minor Child

Instructions: Parents/Legal Guardians complete this form and submit to the Fredonia official responsible for your minor child's activity. The Responsible Fredonia Official must then submit a completed copy to the Office of Internal Control, 405 Maytum Hall.

I hereby request to attend a health-related or instructional activity with my minor child.

Name of parent/legal guardian who will attend specified activity: _____

Name of minor: _____

Age of minor: _____

Name of activity: _____

Location of activity: _____

Activity begin date: _____

Activity end date: _____

I certify that I am the parent or legal guardian of the above minor child, that I am not legally prohibited from having contact with the above minor child, and that I am at least 18 years of age. I understand that I may withdraw (in writing) my request to attend my minor child's activity at any time.

Signature of Parent/Legal Guardian

Date