Child Protection Policies Training

Prepared by:
SUNY Office of General Counsel
SUNY Compliance Office

2015
Both SUNY System-wide Board policies are available on the SUNY Policies and Procedures Website [suny.edu/sunypp/] in the Protection of Minors Category. Search for: ‘Child Protection Policy’ or ‘Mandatory Reporting’
Child Protection Policy Resources

**SUNY Policies**
Policy on Mandatory Prevention and Reporting of Child Sexual Abuse

Child Protection Policy

**SUNY Websites**
SUNY Policies and Procedures Website [www.suny.edu/sunypp](http://www.suny.edu/sunypp)

Compliance Website, pages devoted to Child Protection at SUNY
[www.suny.edu/compliance](http://www.suny.edu/compliance)

Suny.edu/compliance ➔ Topics ➔ Child Protection
URL: [http://system.suny.edu/compliance/topics/childprotection/](http://system.suny.edu/compliance/topics/childprotection/)
Guidance Material and Templates

Child Protection Policy Guidance document
- Guidance clarifies specific topical areas of the Child Protection Policy (the “Policy”) and its applicability in various circumstances.
- Updated regularly to include the latest information and policy clarifications.

Revocable Permit Template (available in policy appendices)
- For Use of University Facilities for Covered Activities under the State University of New York Child Protection Policy

Child Protection Listserv
- Listserv established to allow campuses to ask questions of Counsel’s Office and one another on issues related to implementation of Child Protection Policies.
- To join listserv, send email to the Director of Compliance
A. Introduction

The purpose of this guidance document is to the Child Protection Policy (the “Policy”) and its applicability in various circumstances. The date at the bottom of the document will show when this guidance was last updated.

B. Definitions

1. Custody, Control, Supervision

“Custody, control and supervision” means that a parent or legal guardian has placed the child in the care of the University, University-affiliated organization or third party for a duration of time and for a specific covered activity. The University, its affiliate, or third party is exercising its own authority to guide, manage
Revolvable Permit - Use of 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; 12345, by and on behalf of the State University of New York at [Campus], having its principal place of business at [Campus Address] (hereinafter referred to as "SUNY Campus" and [Permittee name]) and [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 an on-campus activity which requires certain facilities for a Covered Activity, defined herein as an activity conducted by the Permittee occurring on [Campus], for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, SUNY [Campus] has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Campus 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 A, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. SUNY Campus shall supply all ordinary and necessary water, gas, electricity, light, heat and sewage facilities for the premises. Unless specifically indicated otherwise in Exhibit A, no telephone service shall be provided by SUNY Campus 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 in when the use by the Permittee begun, other than ordinary wear and tear to the premises.

3. The Permittee agrees to provide SUNY Campus 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].

4. In consideration of the facilities and services to be provided by SUNY Campus as enumerated herein, the Permittee agrees to reimburse SUNY Campus in accordance with the costs or services stipulated on Exhibit A, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Campus to meet the requirements of the Permittee. Payment shall be made by the Permittee payable upon receipt of an official billing statement from SUNY Campus. The form and manner of presentation of the statement shall be mutually agreed upon by the Parties.

5. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Campus 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.

6. 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 person involved in the Covered Activity whose actions, or failure to act, shall be in the sole judgment of SUNY Campus, after consulting with the Permittee, be deemed to be detrimental to SUNY Campus.

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 person involved in the Covered Activity whose actions, or failure to act, shall be in the sole judgment of SUNY Campus, after consulting with the Permittee, be deemed to be detrimental to SUNY Campus.

8. If in the judgment of SUNY Campus the activities of any personnel in any way involved in the Covered Activity should be such that SUNY Campus, 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 SUNY Campus, SUNY Campus may terminate this Agreement without liability of any kind whatever therefor, and the Permittee and all personnel so involved shall be thereupon removed from SUNY Campus 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 SUNY Campus regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State and municipal governmental entities 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.
**Resources**

**Report/Prevent Child Abuse**
NYS Office of Children & Family Services

**Institute for Community Health Promotion**
SUNY – Buffalo State University

**Free, 24/7 Online NYS Mandated Reporter Training from the NYS Office of Children & Family Services**
http://www.nysmandatedreporter.org

**Organizations**

**The American Camp Association**

**New York State Council on Children and Families**
Child Protection at SUNY