



Policy Title:	Protection of Minors Policy
Policy Owner:	Office of University Counsel
Effective Date:	April 30, 2024
Last Updated:	April 30, 2024
Scheduled Review	May 1, 2027
Related Policies:	See Section VIII
Related Forms:	See Appendices A, B, and C EthicsPoint Reporting Line

I. POLICY STATEMENT

Seattle University is committed to providing a safe campus for everyone, including minors who come to campus or participate in University programs. Faculty, staff, students, employees, contractors, and volunteers are therefore expected to hold themselves to the highest standard of conduct when interacting with minors or conducting programs in which minors are participants. This Policy establishes requirements for those in the University community who work in activities and programs with minors, with the goal of safeguarding the wellbeing of minors.

II. PURPOSE & BACKGROUND

The purpose of this Policy is to promote the safety and welfare of minors who participate in University activities and programs.

III. APPLICABILITY/RESPONSIBILITY

This Policy applies to all University faculty, staff, students, employees, contractors, and volunteers who work in activities and programs with minors. In addition to the requirements of this Policy, all University community members are expected to adhere to the obligations that may be imposed by applicable law.

IV. DEFINITIONS

Activity or program with/involving minor(s): Any in-person or virtual (1) event, operation, or endeavor operated, conducted, sponsored, or organized by the University or one of its units that (2) includes a minor, as that term is defined below, and (3) during which parents or guardians are not expected to be responsible for the care, custody, or control of the minor(s). Admissions activities in which prospective students visit the University to observe regularly scheduled class sessions do not constitute “activities or programs with/involving minor(s)” as that term is used in this Policy.

Care, custody, or control: When an adult(s) is present and has primary responsibility for supervision of minors at any given point throughout an activity or program with minors.

Minor: An individual under the age of 18 years old, excluding persons under the age of 18 who are enrolled with the University for academic credit.

One-on-one interaction(s): An intentional or purposeful interaction when one individual to whom this Policy applies is alone with one minor.



Reasonable Cause: When a person witnesses or receives a credible report or oral report alleging abuse, including sexual contact, or neglect of a child.

Unit: A University community member, college, school, department, club, organization, program, or office.

University community member: A University faculty or staff member, other employee, student, contractor, or volunteer.

V. POLICY REQUIREMENTS

A. *Parent and Legal Guardians' Responsibilities*

Seattle University expects parents and legal guardians to supervise minors on campus unless they are involved in an activity or program with minors. Parents and guardians should not leave minors unsupervised on University property.

B. *Registration*

Every University unit that operates an activity or program involving minors must register each such activity or program with the Office of University Counsel by completing the Program Registration Form attached at **Appendix A** and submitting it to University_Counsel@seattleu.edu. Registration for ongoing and preestablished activities or programs with minors must be completed annually prior to the beginning of the University academic year. Registration for other (new) activities or programs with minors must be completed 60 days in advance of the activity or program.

C. *Background Checks*

Background checks must be conducted on all University community members working in activities or programs involving minors, as follows:

- i. Any University community member working in an activity or program with minors who is likely to have responsibility for the care, custody, or control of a minor as part of that activity or program must have a criminal history background check completed before the activity or program with minors begins. This background check requirement may be waived for employees who were hired within the last five (5) years.
- ii. University units that operate an activity or program involving minors may require background checks on broader categories of individuals than just those who are likely to have responsibility for the care, custody, or control of a minor provided there is a business justification and the unit/department receives approval from the Dean, Vice President, or Vice Provost overseeing the unit.
- iii. Units must perform background checks on additional individuals if required by law.
- iv. A criminal background check must be completed every five (5) years for a community member to remain eligible to work in activities or programs with minors. However, a unit may perform background checks on applicable individuals more frequently, if required by law or there is a business justification and the unit/department receives approval from the Dean, Vice President, or Vice Provost overseeing the unit.
- v. Consent must be given by a legal parent or guardian for the background check of an individual under the age of 18.



- vi. Community members participating in activities or programs with minors must self-disclose any criminal convictions that occur after hire within three (3) days of pleading guilty or being convicted by notifying the Dean, Vice President, or Vice Provost responsible for overseeing the unit.
- vii. Background check records must be kept consistent with the unit's regular record-keeping procedures.

D. Training

All community members involved in activities or programs with minors are required to complete a training regarding best practices for working with minors to support the planning and implementation of safe and high-quality programs with minors. There are two ways in which this training requirement may be fulfilled:

1. The Office of University Counsel, through the University's insurer, provides a training for University community members, which includes an online option.
2. The unit may design its own training, which must be preapproved by the Office of University Counsel at least 30 days in advance of the training. The training content must include at a minimum the following topics:
 - a. Setting appropriate boundaries;
 - b. Recognizing signs of physical, emotional, and sexual abuse, as well as neglect;
 - c. Reporting suspected abuse or neglect;
 - d. How to prevent child abuse;
 - e. Appropriate standards of behavior; and
 - f. The requirements of this Policy.

The unit responsible for the activity or program with minors must ensure that all community members who participate in the activity or program are trained annually before they work in the activity or program.

Records of training must be kept, consistent with the unit's regular record-keeping procedures.

E. Standards of Behavior

University community members working in activities and programs with minors are required to sign and abide by the Standards of Behavior, which shall be presented to them in substantially the same form as shown in **Appendix B**. The purpose of these standards is to promote the safety and wellbeing of all minors. The Standards of Behavior must be annually signed by community members working in activities or programs involving minors. Records of signed Standards of Behavior shall be kept consistent with the unit's regular record-keeping procedures.

At least one adult must have care, custody, or control of minors at all times during the activity or program with minors. One-on-one interactions between University community members and minors are strictly prohibited unless authorized by the unit dean or vice president or their respective designees. Approved, in-person one-on-one interactions may only take place in open, well-illuminated spaces or rooms observable by other adults from the activity or program with minors.



F. Minor Registration and Liability Waiver

A unit sponsoring or operating a program involving minors must register the minors using the Liability Release, Waiver, and Authorization to Participate appearing in **Appendix C**.

G. Emergency Procedures

A sponsoring unit offering a program or activity involving minors must establish a procedure for the notification of the minor’s parent or legal guardian in the case of an emergency, including a medical or behavior problem, natural disasters, or other significant disruptions. University community members operating or participating in the program or activity must be advised of this procedure prior to the program.

H. Reporting Suspected Child Abuse or Neglect

Reports of suspected child abuse or neglect shall be made pursuant to the University’s [Policy Statement on Reporting Suspected Child Abuse or Neglect](#). Consistent with RCW 26.44.030, such reports should be made when an individual has “reasonable cause” to believe the child has suffered abuse or neglect. “Reasonable cause” means a person witnesses or receives a credible report or oral report alleging abuse, including sexual contact, or neglect of a child.

VI. EXCEPTIONS

This Policy does not apply to students who are matriculated at the University or enrolled in University courses. This Policy also does not apply to admissions activities in which prospective students visit the University to observe regularly scheduled class sessions. Although not routinely granted, other exceptions from the requirements of this Policy may be requested by seeking approval from the Office of University Counsel. To request an exception, please email University_Counsel@seattleu.edu. In receiving an exception, the requesting individual(s) may be asked or required to implement additional safeguards for the protection of minors.

VII. VIOLATIONS

Individuals who violate this Policy will be held responsible for their actions, including but not limited to the following:

- Employees may be subject to disciplinary action under the Employment Policies, up to and including termination.
- Students may be subject to disciplinary action pursuant to the Code of Student Conduct, up to and including suspension or dismissal.
- Faculty may be sanctioned as provided for in the Faculty Handbook.
- Volunteers may be removed from their volunteer work, reprimanded, and/or lose volunteer status.

VIII. RELATED INFORMATION

Item	Description
University Links	Policy Statement on Reporting Suspected Child Abuse or Neglect Employee Sexual Harassment Policy Policy for Complying with Title IX Regulations Sexual Misconduct Policy



PROTECTION OF MINORS POLICY

SEATTLE UNIVERSITY

	Student Sexual Harassment Policy Whistleblower Protection Policy
Forms	See Appendices A, B, and C EthicsPoint Reporting Line
Related Links	RCW 26.44
Procedures	See Section V



APPENDIX A
Program Registration Form

Please complete this form if you are a Seattle University faculty member, staff member, student, contractor, or volunteer and, in your role with the University, you have primary responsibility for organizing an activity or program that involves minors under the age of 18 (other than individuals enrolled with the University for academic credit). Continuing programs must re-register annually. The Office of University Counsel will notify you when your program has been approved or denied or if further information is required. Please email University_Counsel@seattleu.edu if you have any questions about this form.

Background:

Please check the box that applies:

- This is the first time that my activity/program has submitted a registration form.
- My program/activity has previously submitted a registration form, and this is an update.

Does this program run continuously for more than 12 months? Continuing programs must re-register annually.

- Yes
- No

Program name:

Program organizer's department:

Program organizer's name:

Program organizer's email address:

Program organizer's phone number:

Program dates (if continuous, specify days of the week):

Hours during the day:

- Half-day (mornings)
- Half-day (afternoons)
- Full days (approximately 8 hours)
- Residential/overnight

Approximate number of minors:

Approximate age range of minors:

Number of program staff members:



Location and transportation:

List of all Seattle University facilities that the program will use:

List of all non-Seattle University facilities the program will use (enter "None" if none):

How will minors be transported to and from program activities?

Program components:

Does the program involve the following (check all that apply)?

- Natural science laboratories
- Metalworking, woodworking, ceramics, or other workshops containing power tools or machinery with exposed moving parts.
- Boats, vehicles, or farm equipment
- Theater facilities
- Athletics facilities
- Kitchens
- Animal facilities
- Dangerous materials (including hand or power tools, sharp instruments, or ignitable or noxious chemicals.
- Other high-risk areas or activities

If any of the above are checked, please describe:

Health and safety:

Will the program involve one-to-one interactions between a University community member and a minor out of the view of others?

- Yes
- No

- Please check this box to confirm you have read the University's Protection of Minors Policy
- Please check this box to confirm that you accept all applicable health and safety guidelines for use with your program.
- In the course of implementation, programs may change in ways that affect the health and safety of participants. Please check this box to confirm that you understand your obligation to update the information in this form if it has changed in a material way.



APPENDIX B
Standards of Behavior

This Standards of Behavior form is an agreement accepted by University community members who work in activities or programs with minors. The primary purpose of these standards is to promote the safety and wellbeing of all activity/program participants. University community members are expected to function within these standards. This form may be signed and submitted electronically.

I agree to:

- Accept supervision and support from professional staff while involved in the activity/program.
- Accept responsibility to professionally represent the activity/program and Seattle University.
- Conduct myself in a courteous and respectful manner, exhibit good sportsmanship, and be a positive role model for youth.
- Respect, adhere to, and enforce the rules, policies, and guidelines established by the activity or program and the University.
- Refrain from engaging in criminal conduct.
- Comply with all applicable civil rights laws and policies, including but not limited to Seattle University’s Nondiscrimination Policy.
- Perform duties in a responsible and timely manner.
- Report actual or suspected child abuse or neglect pursuant to the Policy on Reporting Child Abuse or Neglect.
- Disclose felony or misdemeanor convictions within 3 days of pleading guilty or conviction.
- Not intentionally or purposefully place myself in a situation where I am alone with a minor unless authorized by my dean or vice president or their designee. I understand that approved one-on-one interactions may only take place in open, well-illuminated spaces or rooms observable by other adults from the activity or program.
- Not, under any circumstances, physically, sexually, verbally, or emotionally abuse or fail to provide the basic necessities of care applicable to the activity or program, such as food or shelter, to participants/minors.
- Endeavor to provide a safe and healthy experience for all participants.
- Report any suspicious, unacceptable, or problematic behavior to the activity or program organizer. If I am an activity or program organizer, I will review such reports and work with the University and/or those working in the activity or program to correct these behaviors.

Name: _____

Date: _____



APPENDIX C
LIABILITY RELEASE, WAIVER, AND AUTHORIZATION TO PARTICIPATE

Program Name (“Program”): _____

Participant(s) Name (“Participant(s)”: _____

In consideration of the above-listed Participant(s) being allowed to participate in the Program, the undersigned affirms and agree as follows:

1. **Authority and Consent.** By signing below, the undersigned acknowledges and understands that they are consenting to the Participant(s)’ participation in the Program. The undersigned understand(s) and agree(s) that participation in the Program is voluntary, and that as a condition of participation, they shall comply with all Seattle University (“SU”) requirements.
2. **Understanding of Risks.** While participating in the Program, Participants may at times be on and around the SU campus, which is located at Broadway and Madison and is in an urban setting that is generally open to the public. At other times, Participants may be offsite in the greater Seattle geographical area. There are inherent risks to Participants and their property while being on an urban campus and in the greater Seattle geographical area. These can include, among other risks: unfamiliarity with different food, surroundings, or safety practices; injury or damage commonly associated with travel by van or car; intentional and negligent acts by other participants, facilitators, staff, or instructors; loss or destruction of property; injury or damage resulting from falls, fire, or recreational activity; and/or criminal activity. In addition, Participants may be exposed to illness or disease and language, pictures, opinions, and/or behaviors that are not present in elementary, middle/junior high, or secondary school settings and that many parents would consider unacceptable.
3. **Eligibility.** Understanding the risks inherent with participating in the Program, the undersigned certifies that the Participant(s) on whose behalf they are signing is physically, mentally, and emotionally fit to participate in the Program and that they have informed SU staff of any medical conditions or medications about which emergency medical personnel should be informed. In addition, if a Participant requires accommodation for a disability, the undersigned understands that it is their obligation to provide SU with at least two weeks’ notice of the need for accommodation.
4. **Responsibility for Personal Property.** The undersigned understands that SU assumes no liability for any personal property or belongings that any of the Participants may bring or wear to the Program.
5. **Transportation.** The undersigned understands that it is their responsibility to transport the Participant(s) to and from the Program.
6. **Authorization to Use Name, Pictures, Videos, Recordings.** The undersigned authorizes SU to use and reproduce, for educational or promotional purposes, any pictures, videos, movies, or sound recordings of the Participant taken while participating in the Program.
7. **Technology Restrictions and Agreement.** Participants whose program requires or involves the use SU technological resources (including SU-owned computers, tablets, SU internet, or other technology) acknowledge and agree to abide by SU’s information technology policies, available [here](#). Among other things, SU’s information technology policy prohibits use of any SU technology for any improper or illegal purpose, including but not limited to violating copyright laws, using unauthorized user accounts, harassing others, and/or violating to terms of an applicable software licensing agreement.
8. **Liability Release, Waiver, and Covenant Not to Sue.** In consideration of being permitted to



PROTECTION OF MINORS POLICY

SEATTLE UNIVERSITY

participate the Program, the undersigned releases, waives, discharges, and covenants not to sue and SU or its trustees, officers, agents, volunteers, faculty members, or employees, for any loss, damage, injury, accident, or illness that Participant(s) or their property may sustain while participating in the Program, whether caused by the negligence, carelessness, gross negligence, or intentional misconduct of SU and/or its agents, employees, or representatives, or that of any other participant in the Program. The undersigned agrees to indemnify and defend SU and its trustees, officers, employees, representatives, and agents from any financial obligations, property damage, injuries, costs, claims, liabilities, judgments, or expenses (including reasonable attorneys' fees) that the Participant(s) causes while participating in the Program.

- 9. **Governing Law & Venue.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Washington without regard to its conflict of laws principles. Venue for the purpose of litigation arising from or relating to this agreement or the Program shall be in King County, Washington, and the undersigned waives all claims that such forum is inconvenient or that a more convenient forum can be found.
- 10. **Electronic Signature & Counterparts.** The Participants agree that this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I HAVE READ THIS LIABILITY RELEASE, WAIVER, AND AUTHORIZATION TO PARTICIPATE AND ACKNOWLEDGE THAT I AM SIGNING IT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

	Printed Name(s) of Participant(s):	DOB
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

Legal Guardian Signature	Date
_____	_____
Name: _____	