Institutional Review Report to The Citadel Board of Visitors

Recommendations for Moving Forward

Ann H. Franke
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Background on Independent Review

In the last quarter of 2012, The Citadel's Board of Visitors (BOV) engaged Wise Results, LLC and Margolis Healy and Associates LLC (MHA) to conduct an independent review of matters relating to The Citadel's handling of a 2007 allegation of child sexual abuse. Wise Results LLC has never previously been retained by The Citadel or any members of the BOV.

The companion report by MHA examines the facts surrounding the allegation and draws conclusions with respect to it.

This report offers some complementary observations on the 2007 situation and proposes a series of recommendations. The recommendations range in scope, and readers will accord them different importance. The report looks primarily to the future, suggesting ideas for strengthening areas including institutional communications, administration, governance, and, most importantly, the protection of children and youth.

Wise Results LLC enjoyed the cooperation of all concerned and joins MHA in expressing gratitude for the courtesy and candor with which The Citadel participated in this undertaking.

The Citadel provides important services and opportunities to young people and families in the region, the state, and the nation. One over-arching recommendation is for the institution to continue a robust set of programs serving children and youth. The significant challenges of the past should not tempt, nor do they appear to have tempted, The Citadel to shrink from this important work.

Context and Recommendation on Reporting Child Abuse

A major issue with respect to the 2007 child abuse allegation is whether The Citadel should have reported to governmental authorities an allegation that an adult made about having been abused at The Citadel as a child. The family expressed opposition to making a report to governmental authorities, and The Citadel did not do so. The perpetrator, a Citadel graduate, went on to abuse additional victims in other settings until his arrest in 2011.

Around 2007, many colleges and universities were devoting attention to the rights of students who were victims of student-on-student sexual assault. This context, which may have colored The Citadel's response to the child sex abuse allegation, merits brief exploration. Campus policies on violence seek to balance three goals: supporting victims, holding perpetrators accountable, and reducing the incidence of problems.¹ Most campus sexual violence occurs

between students. While the typical pattern is a male assailant and a female victim, every combination of genders occurs. Supporting the victims in the aftermath of sexual violence receives high priority. As a federal study on campus sexual assault explained in 2007:

Being a victim of sexual assault is one of the most violating experiences anyone can endure and can cause immediate, as well as long-term, physical and mental health consequences. Of rape victims, 25% to 45% suffer from nongenital trauma; 19% to 22% suffer from genital trauma; up to 40% get sexually transmitted diseases (STDs); and 1% to 5% become pregnant, resulting in an estimated 32,000 rape-related pregnancies in the United States annually. Four out of five rape victims subsequently suffer from chronic physical or psychological conditions, and rape victims are 13 times more likely to attempt suicide than noncrime victims and six times more likely than victims of other crimes.  

Sexual assault is well known to be a seriously underreported crime. The study found that only about 4% of campus sexual assault victims made a report to campus security or law enforcement.  

An earlier government-funded study, conducted in 2002, emphasized the value of having the victim control the reporting process:

Reporting and response policies that make a priority of the victim’s need to control the pace of the process and be in charge of making decisions as she or he moves through the campus and/or community law enforcement system were found to be a promising practice.  

Intervening years have brought sustained attention among colleges and universities to matters of sexual violence involving students and also faculty. Today the norm when college students are victims (or alleged victims) of sexual violence is to leave decisions on reporting in the hands of the victims, except in carefully-considered extraordinary situations.

Child sexual abuse presents some similarities and some critical differences. Like adult sexual violence, child sexual abuse has long occurred both in the Charleston community and in higher education institutions nationally. In early 2007, for example, the Charleston diocese of the

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2 Christopher P. Krebs et al., "The Campus Sexual Assault (CSA) Study," at p. viii (internal citations omitted). Funded by the U.S. Department of Justice (December 2007).
5 In a 2007 paper, researcher Dr. David Lisak applauded the Air Force Academy and the Air Force for launching "what is perhaps the most comprehensive program to confront and prevent sexual violence that has ever been undertaken by a major institution. ... [A]t a minimum, the Air Force has already demonstrated that it is possible for a major institution to honestly confront sexual violence, and to do so with the comprehensive initiatives required for a reasonable chance at success. In so doing, the Air Force has raised the bar for other institutions in the United States, and implicitly challenged colleges and universities to make a similar commitment." (Emphasis added.) David J. Lisak, "Understanding the Predatory Nature of Sexual Violence," at p. 9. Paper presented at the Stetson University College of Law National Conference on Law and Higher Education. Full text available at www.law.stetson.edu/academics/highered/home/2007-national-conference.php.
6 Some institutions may, under their own policies, initiate internal procedures without a complainant’s concurrence.
Catholic Church proposed a $12 million settlement of a class action lawsuit alleging claims of child sexual abuse and of the church’s negligence in failing halt the abuse. The settlement was made final in August, coincidentally a few months after The Citadel received the 2007 child abuse complaint. A decade earlier, teacher Edward Fisher admitted to molesting at least 39 boys while employed at Porter-Gaud and other schools over his 40-year career in education. These situations illustrate the unfortunate reality that a child sex offender may have multiple victims.

In higher education, sexual violence against children has long occurred, yet at a lower frequency than adult-on-adult sexual violence. At The Citadel, the Arpaio matter is an example, as is the earlier situation, in the mid-1990's, involving a lifeguard who abused a child residing on campus in family housing. The Penn State child sex abuse tragedy, which came to public attention in 2011, led many colleges and universities to a heightened awareness of the risk of child sex abuse occurring in their youth-serving programs and activities. Many higher education institutions have subsequently strengthened their prevention of, and responses to, child sexual abuse occurring in campus facilities or in institution-affiliated programs.

The question of notifying governmental authorities about sexual abuse differs if the alleged victim is an adult or a child. In the case of an adult, he or she should ordinarily control decisions about reporting to governmental authorities. In the case of a child victim, state law creates certain mandatory reporting obligations. Like most states, South Carolina identifies certain professionals who must report known or suspected child abuse. The list of mandatory reporters in South Carolina includes, among others, physicians, nurses, allied health professionals, social workers, teachers, and computer technicians. Approximately 19 states take a broader approach, placing on every person the responsibility to be a mandatory reporter of child abuse.

The 2007 child abuse allegation at The Citadel presented the hybrid question of governmental notification in the situation of an adult who suffered abuse as a child. The adult and his parents expressed a desire that no government report be made. This scenario has no bright-line solution and instead necessitates the balancing of multiple factors. A cross-disciplinary team would be best equipped to reach a decision about whether to make a report. The following steps would be useful in navigating this challenge:

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10 Information drawn from interviews at The Citadel.
11 South Carolina Code of Laws, Section 63-7-310. The Citadel would be well advised to alert its computer technicians to their mandatory reporting obligation should they ever encounter child pornography on The Citadel's computer system.
• Evaluate known facts on whether the alleged perpetrator may have continuing access to children. The presence or absence of children in the home is not conclusive, given the likely presence of children in the neighborhood or in religious or community organizations in which he or she may be active. Consider, too, access to children through Internet chat rooms. The alleged perpetrator would have no access to children only in very limited circumstances, such as institutionalization, incarceration, or death.

• Work with the victim over a period of time to evaluate the pros and cons of reporting.

• Refer the victim to a counseling or victim support organization and then discuss the reporting issue perhaps a month or two later.

• Evaluate any rules on confidentiality and reporting applicable to the context in which the victim disclosed the information, for example an attorney-client relationship, a counseling relationship, or a similar special relationship.

• Estimate the harm that the victim might experience, such as significant emotional distress, if The Citadel made a report over his or her objection. As noted earlier, sexual assault victims have a heightened risk of suicide.

• Make a preliminary telephone call to the relevant agency to discuss its protocols and confidentiality protections.

• If feasible, make a report that names the alleged perpetrator but not the victim.

• Come to a written understanding with the adult victim on the course of action.

This list is not exhaustive. A Citadel administrator involved in the decision making should document the various matters considered and the final outcome. Close cases are best resolved in favor of reporting, to protect other children from future victimization. The report should be made in the jurisdiction in which the alleged perpetrator lives. South Carolina law treats a report to child welfare authorities as equivalent to one to law enforcement. In making a report over an adult's objection, it may (or may not) be useful to invite the victim to be in the room and listening while an institutional representative makes the report. Whatever the decision on making a report over an adult victim's objection, consider the types of support the institution might provide to the individual.

**Itemized Recommendations and Their Rationales**

**A. Child Protection**

1. **Revise the policy on protecting minors. Include more extensive provisions on child sexual abuse. Replace the general admonition to abide by standards of the American Camp Association with specific and relevant requirements. Improve consistency in applying the policy.**

The 2007 policy "Children on The Citadel Campus" has much to commend it. The policy would benefit, however, from revision and updating. To take a minor example, the title omits by implication Citadel-affiliated programs held off campus.

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12 A list of state child welfare reporting hotlines may be found at the federal Child Welfare Information Gateway. [www.childwelfare.gov/pubs/reslist/rl_dsp.cfm?rs_id=5&rate_chno=11-11172](http://www.childwelfare.gov/pubs/reslist/rl_dsp.cfm?rs_id=5&rate_chno=11-11172)
More significantly, the policy declares without elaboration that programs must comply with mandatory standards of the American Camp Association. This approach erroneously assumes that all youth-serving programs at The Citadel resemble camps. It also requires each program director to become expert on the ACA standards. A better course would be for The Citadel’s policy to state the institution’s expectations. ACA’s staffing ratios for camps are an important guide, and perhaps The Citadel has found other distinct elements of the ACA standards most applicable to its situation.

A rough draft of a revision of the policy is attached as Appendix A.

With respect to consistency in applying the policy, the text would benefit from clearer differentiation of types of youth-serving programs and activities. The policy as currently written is geared more to camps than, for example, a holiday party, a one-day engineering fair for middle schoolers, or a program sending student volunteers into local public schools. A more comprehensive policy covering the full range of The Citadel’s youth-serving programs and third-party programs would facilitate more consistent application. This would require, among other matters, evaluating on whom criminal background checks must be performed, with what frequency, and in what degree of detail. Those undergoing background checks should bear a continuing obligation to report subsequent arrests or convictions within a short period of time, for example 72 hours.

2  **Place coordinating responsibility for child protection in hands of one person. As existing staff are overburdened, create a new assignment, approximately half time, for this responsibility.**

Like most institutions, The Citadel sponsors many types of youth-serving activities. The emerging practice among colleges and universities is to designate one employee as responsible for coordinating child protection. The draft policy assumes the appointment of a “Child Protection Officer,” whether under that name or some other. This might be a half-time appointment. It does not appear feasible to add this responsibility onto the existing duties of a current staff member.

There is no single preferred placement on the organization chart for a child protection position. Different colleges and universities have located it in their offices of compliance, diversity and equity, risk management, human resources, and, at one institution, the ombudsman's office.

The Child Protection Officer would be responsible for creating and maintaining an inventory of child-serving programs affiliated with The Citadel or held on its campus. The Officer would coordinate and oversee both approval of these programs and their compliance with the policy.

3  **Develop an oversight committee for child protection to meet at least quarterly, convened by the child protection officer. Consider including on the committee public safety, faculty experts, counseling center staff, Title IX coordinator, sexual assault coordinator, legal staff, and others as may be appropriate. As issues arise between meetings, consult with members of the committee.**
An oversight committee on child protection would serve as a consultative and resource group for the Child Protection Officer. It should incorporate representatives from relevant disciplines and administrative areas. Among The Citadel faculty are experts in child sexual abuse and crime victimization with whom the institution has not previously consulted. Consider including on the oversight committee a parent whose only affiliation with The Citadel is through a youth-serving program.

4 Streamline the forms for approval of youth-serving activities. Migrate the existing paper "packet" to electronic format, with electronic approvals.

The Citadel relies on an exhaustive pencil-and-paper application process for approval of youth-serving programs. Some elements of the application appear unnecessary or irrelevant, particularly with respect to one-day events or community activities. Recurring annual camps might be excused from repeating identical information year-to-year. The packet needs an overhaul and ideally would be replaced by an electronic format, with electronic approvals.

5 The current process is "front loaded" in that youth-serving programs must explain in the packet their intended procedures and policies. Monitor programs and activities on their actual performance through, for example, review of staff training and unannounced spot checks of staffing ratios.

More attention could usefully be paid to whether youth-serving programs are operating in accordance with the information supplied in the approval packet and with The Citadel's policy on minors. Enhanced oversight for both Citadel-affiliated programs and third-party programs will reduce the risk of problems.

In the area of child protection, strict application of rules for staff and volunteers is important. If the policy says, for example, do not drive a minor alone in your private vehicle, a single infraction should lead to the adult's removal from the program. "One strike and you're out" is the best approach to managing staff and volunteers to protect the interests of children.

6 Ensure that records of approvals, parental waiver/permission forms, staff rosters, insurance certificates, and related materials are retained according to a stated document retention policy.

Under South Carolina's statute of limitations for civil claims of child abuse, a victim may bring a claim more than two decades after the abuse. It is unrealistic to expect program directors to retain relevant materials for this lengthy period. The Citadel should establish a central repository for materials related to youth-serving programs and set an appropriate retention period for the materials. The Child Protection Officer might manage this responsibility, preserving records in electronic form.

7 Report all claims of child sexual abuse promptly to child welfare authorities in the relevant jurisdiction. If an adult victim of child sexual abuse makes an internal report yet

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13 The Institutional Program Assessment Committee (IPAC) report, discussed below, noted The Citadel's heavy reliance on paper forms.
wishes to remain anonymous, work with the individual and governmental authorities. A limited report may be feasible. Place great weight on the needs of prospective future child victims.

Given that South Carolina designates only certain categories of people as mandatory reporters, The Citadel confronts the question of whether it wishes to impose on additional persons the obligation of mandatory reporting of child abuse to governmental authorities. Consideration of the model of Penn State University is useful, as that institution has now become a national leader in child protection. Penn State is among the institutions now exceeding state legal requirements and designating everyone a mandatory reporter of child abuse or neglect which they encounter in the course of their university responsibilities.

The opening section of this report addresses the challenge of deciding whether to report to government authorities an allegation of past child abuse made by an adult, over the individual's objection. See also the discussions on reporting in the draft policy, Appendix A.

B. Darkness-to-Light Training Program

8 Continue the Darkness-to-Light program through at least 2015.

The Citadel's Institutional Program Assessment Committee (IPAC) report, issued in August 2012, recommended institution-wide adoption of the Darkness-to-Light Stewards of Children training program on child sexual abuse. At least one academic department was using this program, with great enthusiasm, for all its majors. Darkness-to-Light training is a valuable tool that The Citadel should continue for at least several more years. It bespeaks the institution's strong commitment to child protection.

9 Evaluate the effectiveness of cadets as co-leaders no later than four months after they assume this role. Assess their capacity in, among other areas, handling any intense emotional reactions of individual participants.

Trained cadets will in the future co-lead sessions of the Darkness-to-Light program for cadets. An adult co-leader will also participate. Involving cadets as co-leaders expands the talent pool of available presenters and provides these cadets with a leadership opportunity.

Given the sensitivity of the subject matter and the limited life experience of cadets, cadet co-leaders may encounter difficulties they may not be fully prepared to manage. Audience members may, for example, display intense sorrow or anger in response to the program content, requiring a sensitive and nuanced response to the individual and the entire group. Soon after cadets begin co-leading the program, it would be prudent to compare the success of this format against the current practice of using two adult co-leaders.

\[14\] Consider, however, that the program was implemented institution-wide without comparison to alternatives, including another program that had been piloted at The Citadel. It was also adopted without consultation with several internal experts on sexual assault and training.
Further tailor the program to address the needs of cadets. Include more discussion of The Citadel's policy on minors. Expand the handout on campus resources to describe in greater depth the roles of the listed resource people and services. Make the same information available online.

Current leaders use a brief introduction setting the Darkness-to-Light program in the context of The Citadel. The program might benefit from further tailoring, including a robust discussion of The Citadel's own policy on protecting minors. The usefulness of the take-away sheet of campus resources could be expanded with additional detail and with online access to the same information. Not all cadets will retain the paper resource sheet.

Clarify goals for using the Darkness-to-Light program and, by December 2014, conduct an evaluation of the program.

The IPAC report recommended adoption of the Darkness-to-Light program "to enhance the safety of minors who come to campus." This general statement would benefit from further elaboration which then could be used as a benchmark to evaluate the program's effectiveness. For a helpful discussion of evaluating child sexual abuse training programs, see component 6 of the report "Preventing Child Sexual Abuse in Youth-Serving Organizations: Getting Started on Policies and Procedures" from the U.S. Department of Health and Human Services and available online.

C. Governance

From a general organizational standpoint, the Board of Visitors should revisit its procedures for communicating with staff members.

Board members reported that, in the past, members communicated with staff only through the board chair and president. Practice has apparently drifted away from this approach. The Board may wish to return to the practice or else explicitly adopt and adhere to an alternative.

One option might be to authorize committee chairs to communicate directly with the senior staff member responsible for areas under the committee's authority, provided the board chair and president are kept informed about such communications.

Always bear in mind that boards function most effectively at the strategic level.

All governing boards walk a fine line in guiding educational institutions at a strategic level, without interfering with matters more appropriately left to the chief administrative officer. At The Citadel, various senior-level appointments are subject to the Board's approval. Other staffing matters appear, appropriately, to be outside the BOV's ambit.

The Board of Visitors may wish to re-examine how it receives and responds to reports and other information presented in its meetings by staff.

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16 www.cdc.gov/violenceprevention/pub/preventingchildabuse.html
Interviews with BOV members suggested, if only implicitly, that certain staff reports at Board meetings can become routine. Matters not requiring special board attention or action might better be presented in writing. In most states, the open meeting and freedom of information acts give similar treatment to written materials on sensitive topics that could be addressed in executive session.

In whatever form it receives information, the Board, individually and collectively, has a responsibility to seek clarification or further information to fulfill its fiduciary duty. Staff should be prepared to respond to questions from the Board. The over-simplified, but useful, adage is that a governing board should keep "noses in, fingers out," to provide oversight without sinking into management-level topics.

15 To help preserve the distinction between Board oversight and entanglement in administrative detail, the Board would be well advised, when confronted with a problem, to focus its attention the adequacy of systems designed address the issue.

A governing board should focus on ensuring that an institution has systems and safeguards to address given types of problems. "Do we have adequate controls to prevent embezzlement," for example, is a board-level comment, while "let's install cameras over the cashier registers" is not.

Any board facing a pressing problem can lose sight of this critical distinction. Should a board or a board member feel an impulse to state that "the administration needs to do X immediately," the appropriate allocation of responsibilities between board and administration is in jeopardy.

16 The president should re-examine the role and responsibilities of the general counsel.

The Citadel's first, and incumbent, in-house general counsel was appointed in 2005, shortly before the current president took office. At this juncture it would be appropriate for the president to re-examine the roles and responsibilities of the general counsel. Relevant considerations include: what are the most important current functions of the position? Are these functions being met? How might the position evolve? Might less important responsibilities be reduced or eliminated? What are the respective roles of in-house and outside counsel? How does the general counsel serve the BOV? How effective are communications between the president and general counsel and how strong is their professional working relationship? Materials from other institutions may be useful from a comparative standpoint.17

17 See, for example,
(a) the primary functions and 2012-13 goals of the general counsel's office at the University of South Carolina [http://busfinance.admin.sc.edu/blueprint/Office_of_General_Counsel2012Blueprint.pdf];
(b) the general counsel's job description at Texas Women's University [http://www.twu.edu/downloads/comp-classification/General_Counsel.pdf]
(c) the general counsel's job description at Eastern Illinois University [http://castle.eiu.edu/~gencounsearch/pdfs/position%20description.pdf]
D. Sexual Assault

17 In any investigation, including a sexual assault investigation, take care not to focus immediately on a complainant's personal shortcomings or potential ill motives.

A sexual assailant may seek out as victims weaker members of a group, for example those with a tarnished past, marginal academic performance, or diminished capacity. Such factors are not indicators of whether or not an assault occurred. A quickly-drawn assumption about a complainant's worthiness or motive can lead to flawed conclusions.

18 Conversely, do not place anyone accused of sexual assault or other wrongdoing beyond suspicion.

The Citadel celebrates its heroes. It must always remember that sometimes heroes, leaders, and other prominent members of a community violate the trust placed in them. The most distinguished cadet or the most lauded staff member may commit sexual assault or other wrongdoing. In celebrating success, do not become blind to the reality of human failings.

19 Improve the ease with which students, employees, and the wider community can find information on The Citadel's website about its Title IX coordinators, their respective roles, and their contact information.

Under Title IX, an institution receiving federal funds must designate one or more Title IX coordinators and notify its students and employees of the name, office, address, and telephone number of the designee(s). While The Citadel provides this information in various places, it should appear more prominently on the institution's website.

20 Develop a plan to meet the extensive training recommendations of the Department of Education's April 4, 2011, "Dear Colleague Letter" on sexual violence.

The Citadel currently provides a range of training, particularly for cadets, on sexual discrimination, sexual harassment, and sexual violence. The Department of Education placed new emphasis on preventing and responding to sexual violence in its "Dear Colleague Letter" dated April 4, 2011. The DCL, as the letter has come to be known, strongly advises institutions to provide extensive training on sexual assault prevention and response.

The DCL recommends training for those who may witness a sexual assault or receive a report about an assault. It identifies these groups as potential witnesses or report recipients: administrators; campus law enforcement personnel; counselors; faculty; general counsel; health personnel; and resident advisors.

18 65 Fed Reg. 52867 at § .135(a). Parallel obligations apply to the disability coordinator handling ADA and section 504 matters and to the coordinator handling age discrimination matters under the Age Discrimination Act of 1975. The latter requirement is often overlooked in higher education. See 28 C.F.R. § 110.25.

19 A search for "Title IX coordinator" on The Citadel's website yields as its first result a 1997 policy on sex discrimination listing the outdated information that Mr. Michael Vanderhurst is the Title IX coordinator.
Interspersed throughout the letter, various groups are identified as meriting special training efforts. This list overlaps with the previous one: Title IX coordinator; all campus law enforcement personnel; grievance personnel, including investigators and adjudicators; coaches; residence advisors; and "all staff who interact with students regularly." In addition, the DCL recommends the inclusion of sexual assault prevention training in orientation for new students, faculty, and staff.

In the DCL, the Department of Education has described its recommended best practices. Prudent institutions will address the recommendations. Given the breadth of the training requirements and other elements of the DCL, institutions may undertake this work on a set schedule rather than simultaneously.

E. Communications

21 Coordinate the functions of, and publicity about, existing hotlines.

Students, faculty, staff, parents, and community members need simple and effective ways to register their concerns about college operations. The Citadel currently has at least three hotlines: a Sexual Assault Hotline (709-4884); a Fraud, Waste, and Abuse Hotline (843-95-FRAUD, with web and postal options); and access to the South Carolina government hotline on fraud (1-855-SCFRAUD). These resources are not publicized in a consistent manner and do not appear to be widely known, a problem common to many institutions. Elsewhere hotlines have been called "the best kept secret on campus."

It is valuable to maintain at least one anonymous reporting mechanism. Individuals wishing to report matters such as hazing, adult sexual assault, child abuse, or allegations against senior leaders may seek anonymity. All reporting mechanisms need wide and continuous publicity among staff, students, and the broader community, including parents of children involved in youth programs.

22 Revisit the adequacy of The Citadel's crisis communications plan.

Plans for crisis communication are described variously in the Emergency Response Plan, Serious Incidents Memorandum (#39, 4/26/2000), Critical Incident/Priority Incident BOV reporting protocol (undated), and potentially other documents.

As some key individuals may not be well acquainted with their roles in crisis communication, provide any needed training and then practice the crisis communication plan at least annually.
F. Administrative and General Matters

23 Examine and, as needed, adjust the breadth of student and staff non-discrimination and harassment policies.

The Citadel forbids discrimination on the basis of race, color, national origin, sex, disability, religion, age, veterans status, gender identity or expression, or sexual orientation.

Two relevant questions arise. First, do all companion policies cover all the protected characteristics? The answer to this question is yes, at least with respect to the staff Non-Discrimination and Harassment Policy. The separate Sexual Harassment Memorandum (#2-26, 1/20/12) is limited just to sex. Either expand this memorandum or else ensure that equivalent policies forbid, with equal force and clarity, harassment on bases other than sex. It is a worthwhile undertaking to examine any other policies on nondiscrimination and harassment for appropriate breadth.

Second, does the law protect any personal characteristics not included in The Citadel's nondiscrimination policy? Here, too, the answer is yes. In 2008 Congress passed the Genetic Information Nondiscrimination Act. The act forbids employers from making employment decisions on the basis of genetic information. While this may appear abstract, it has concrete application. Consider the following example. An employer learns that an applicant's parent died at an early age of a heritable disease. The information might be a matter of community knowledge or it might have emerged during the applicant's pre-employment physical exam. Federal law prohibits the employer from refusing to hire the applicant based on the genetic information. The Citadel should add genetic information to its list of protected characteristics, in all places in which the list appears.

24 Ensure that staff members assigned to conduct investigations of any type have adequate investigatory experience and training for the assignment.

Colleges and universities undertake many types of internal investigations, from student disciplinary matters to criminal wrongdoing. Responsibility for conducting investigations typically resides in many different offices including, for example, campus public safety, internal audit, human resources, diversity and equity, student affairs, and the legal office. Before any staff member conducts an investigation, he or she should be qualified to do so. An investigation requires, among other elements, good planning, well-considered questioning techniques, and documentation. A qualified investigator is often in a position to assess credibility even in the absence of witnesses other than the complainant and respondent.

The Citadel may wish to review which individuals conduct investigations on its behalf and the effectiveness with which they perform this function. More experienced individuals might, for example, share ideas and advice with those less experienced in investigations.
25 Address issues of work overload and stress among senior staff. To the extent feasible, support management-level staff with adequate administrative assistance.

The dedicated management staff of The Citadel appears stretched particularly thin. Any steps that might be taken to address their work overload and stress would be all to the good. Adequate administrative assistance can help relieve at least some of the burdens.

26 Use materials from other institutions as learning tools.

It was surprising that some key people, both BOV members and staff, had not reviewed the Freeh report on the child abuse tragedy at Penn State University. Such materials from other institutions can provide important learning opportunities to strengthen The Citadel. Consider adding discussions of such materials to existing staff and Board meetings or convening special sessions.20

27 Continue work to reduce the incidence at The Citadel of reprisal against whistleblowers and complainants.

No college or university enjoys an entirely unblemished culture. It is both ironic and unfortunate that sometimes members of a college community, a setting for free exchange and inquiry, resist the airing of complaints and concerns. Resistance often takes the form of retaliation against those who challenge the status quo. During the Independent Review, comments arose about some students' perception of complainants as "tattletales." This problem is not unique to The Citadel.

Solutions do not come easily, and they require sustained attention to institutional culture. The Citadel might consider, for example, focusing in student and staff leadership discussions on the corrosive effects of retaliation. Some institutions are developing bystander intervention programs. The Citadel might accord public recognition to individuals, whether from within the institution or elsewhere, who speak out against wrongdoing. As promised in relevant policies, it may mete out punishment to those who commit retaliation. Reducing the threat of, and incidence of, retaliation allows a community to address problems that might otherwise go unreported.

20 The Freeh report can be downloaded at http://progress.psu.edu/the-freeh-report.
APPENDIX A: Draft Policy on Protection of Minors

THE CITADEL
The Military College of South Carolina
171 Moultrie Street
Charleston, SC 29404

DRAFT FOR DISCUSSION PURPOSES ONLY
APRIL 2013

A. Franke

NOTE: This draft includes several queries for internal discussion and resolution and would require additional tailoring to The Citadel's circumstances. Note further that:

- It assumes the appointment of a child protection officer.
- It may require further differentiation between short programs and more extended ones.
- The final policy should establish a uniform set of expectations for all programs serving minors and then clearly identify areas in which practices may vary by attributes of the program.

MEMORANDUM

PROTECTION OF MINORS

1. GENERAL:

The Citadel annually serves thousands of children and youth through community service, athletic enrichment, academic experiences for Citadel students in education and psychology courses, and many other avenues. Faculty, staff, and students interact with children throughout the year, both on campus and in other locations. In addition, outside groups use Citadel facilities for youth-serving programs. In all of these programs and activities, The Citadel seeks to protect and promote the well-being of minors.

2. SCOPE OF POLICY:

This policy applies to all students, staff, faculty, and volunteers who participate in programs or activities sponsored by, or affiliated with, The Citadel, regardless of where the events are held. It does not apply to programs or activities in which an individual may engage that are unrelated to the individual's status as a Citadel student or employee.

The policy applies to third-party groups that use Citadel facilities for programs that serve minors.

The policy applies to individuals under the age of 18. It does not, however, apply to students enrolled at The Citadel who have not yet reached their 18th birthday or children, to employees under age 18, or minors who are accompanied at all times by a parent or legal guardian.

[[QUERY whether other minors should be included or excluded, e.g., admitted students, high schoolers volunteering in labs.]]
On-campus residents who host children as social guests in their private residences are not subject to this policy. They are expected to exercise at all times age-appropriate supervision of their own children and children who are social guests.

[Consider whether it would be useful to distinguish between programs with "significant involvement" with minors and programs without significant contact. The latter could include, for example, a day-long engineering fair, a one-time presentation at a public school, anything not involving an overnight stay or an opportunity for 1:1 contact. The policy could be clearer with respect to programs without significant contact.]

3. GUIDELINES AND RESPONSIBILITIES:

A. Program Safety: The Citadel considers the safety and well-being of program participants to be the highest priority of all activities sponsored by or affiliated with The Citadel or held in its facilities.

B. Programs and activities involving minors must operate so that all persons:

   i. Remain vigilant at all times in protecting the well-being and safety of minors with whom they interact on campus or elsewhere;

   ii. Endeavor to remove children from dangerous or potentially dangerous situations, regardless of any countervailing limitation or requirement;

   iii. Know and watch for signs of child abuse or neglect;

   iv. Immediately report any situation of actual or suspected abuse or neglect of a minor to The Citadel public safety department. [[Query on immediate external reporting, which Penn State and other schools now require.]]

   v. Understand whether they are mandated reporters of child abuse and neglect under South Carolina law (see Annex A);

   vi. Maintain professional boundaries. This requires avoiding private correspondence, not giving special gifts to children outside of the program, and not assuming the role of a peer or a confidant, except in the case of a professional counseling relationship;

   vii. Refrain from hitting or striking a child or imposing discipline which causes physical pain or discomfort;

   viii. Avoid being alone with a child except in an emergency or, with advance approval, a situation necessitated by core program requirements;

   ix. Refrain from using tobacco products, alcohol, or illegal drugs in the presence of children and refrain from being under the influence of alcohol or illegal drugs while participating in a youth-serving activity.

   x. Maintain standards of decorum, avoiding risqué jokes and inappropriate comments even in the minors themselves may be engaging in such conversation;
xi. Refrain from dating or romantic involvement with a minor; avoid showing pornography to a minor or engaging a minor in any form of sexual or pornographic activity;

xii. Refrain from contact with minors outside of the program. If there is a need to contact a minor electronically, include another responsible adult in the exchange.

xiii. Meet requirements for training and background checks applicable to the particular program.

Programs must satisfy at least the following minimum staffing ratios. In special situations The Citadel may require more stringent ratios:

<table>
<thead>
<tr>
<th>Ages</th>
<th>Staff-to-Youth Ratio for Day Programs</th>
<th>Staff-to-Youth Ratio for Overnight Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 to 8</td>
<td>1:8</td>
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<tr>
<td>9 to 14</td>
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<td>1:8</td>
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<tr>
<td>15 to 17</td>
<td>1:12</td>
<td>1:10</td>
</tr>
</tbody>
</table>

4. OPERATIONAL REQUIREMENTS:

A. **Register the Program.** Every Citadel-sponsored or affiliated program with a primary purpose of serving minors must register at least ____[XX]___ days in advance with the CHILD PROTECTION OFFICER and obtain approval.

B. **Execute Written Agreements.**

1. The parent/guardian of a minor must execute a [name document -- waiver/release/participation agreement]. As age-appropriate, the minor may also be required to execute the document [While not legally binding, having the youth sign can help reinforce program expectations]. The program director shall provide originals of the agreements to the CHILD PROTECTION OFFICER.

2. Third-party programs shall execute a Lease Agreement [or Facilities Use Agreement?] for use of Citadel facilities or services.

C. **Provide Training to Staff and Volunteers.** The program director shall distribute to every adult who may have contact with minors the prescribed information packet on working with youth, discuss the contents with the recipients, and receive from each person a signed copy of the certification page. The program director shall provide the certification page to the CHILD PROTECTION OFFICER who shall retain it under stated document retention practices. [The Citadel should develop a short informational packet, up to 10 pages long, on recognizing signs of abuse and neglect, behavioral expectations in working with minors, and what to do if a problem arises. The packet should include a certification page for the recipient to sign and return. See, e.g., Georgetown University’s training packet, available at http://protectionofminors.georgetown.edu/document/1242772389256/minors-guidelines.pdf.]

D. **Create a Financial Services Account.** The program director must establish an account (or accounts, as necessary) with Financial Services for the deposit of special activity fees and other funds collected. All invoices associated with the camp such as food services,
transit, insurance, housing, etc, will be paid from this account. (For more information, see Annex A, Form 4, “Request to Setup FRS Account.”) [Query whether the following information could be removed from the policy and added to the form.] Fees collected to reimburse The Citadel for non-programmatic overhead will revert to the Vice President for Finance and Business Affairs, to be used for any potential tax liability created by the camp, facility maintenance and other expenses related to the camp and its use of Citadel property and services.

E. **Conduct Background Checks.** Program directors must conduct background screening on all directors, staff, counselors, volunteers and other adults who will work with program participants for more than eight (8) hours or in any one-on-one setting. [Could adjust these requirements.] At a minimum program directors must:

1. Obtain a voluntary disclosure statement and background check form from every employee, counselor, and volunteer who will work with program participants. A sample form is attached at Annex B, Form 7. For Citadel-sponsored programs, program directors shall provide these documents to the CHILD PROTECTION OFFICER. Third-party program directors shall keep these documents in the program files and produce them to Citadel officials upon request.


3. Conduct a criminal background check covering at least a 10-year period for each individual through a commercial background check service approved by The Citadel. [HR should prepare a list of about 3 to 5 approved vendors.] Provide the CHILD PROTECTION OFFICER with any checks indicating criminal history. The Citadel shall conduct an individualized determination and reserves the right to exclude from its premises and its programs any individual whose criminal history is incompatible with the intended program or activity.

4. Complete at least two reference checks and verification of previous work history for each program employee or volunteer.

5. Conduct a personal interview with the applicant.

6. No volunteer, student, or employee shall participate in a youth-serving program until satisfactory completion of the background check, reference checks, verification of work history, and personal interview.

E. **Plan for Medical Needs.**

1. Each program participant must complete (1) a medical treatment authorization form (Annex B, Form 8) and (2) a liability waiver prior to participating in any on-campus activity (Annex B, Form 9A or 9B, as appropriate). For programs involving physical activity, participants must provide certification from a physician of the participant’s fitness to participate. (See Model Certification at Annex B, Form 10)
2. The Citadel Infirmary is available within certain limitations to program participants. Program directors who intend to make use of the Infirmary must make arrangements with the Infirmary staff for referral for medical services. Proof of these arrangements must be submitted with program application materials.

3. If a program does not intend to use the Infirmary facility for services, the program director must make arrangements with a third-party medical provider and provide verification that such arrangements have been made. (See Annex A, Form 5). [This merits additional consideration. For what types of programs should this be required? A day-long engineering fair for high schoolers? Probably not. A week-long athletic camp? Maybe so. Query whether access to an athletic trainer is sufficient.]

Brief, non-recurring visits to campus by supervised groups of children are not required to satisfy sections XX through XX above. However, the supervisors of those groups must notify Citadel officials prior to their arrival who must, in turn, notify the CHILD PROTECTION OFFICER. Examples of brief, non-recurring visits include classes, ROTC units, or other discrete organizations that attend sporting events or parade, or observe or take part in a class or classes. Questions as to whether an activity must complete the attached forms will be resolved by The Citadel’s CHILD PROTECTION OFFICER.

F. **Report Incidents and Accidents.** Program directors must report any incident or accident involving injury, or which could give rise to liability, to the Risk Management and Safety Officer and, as appropriate, the Provost, Athletic Director, or Commandant. Reports must be submitted as soon as possible, but no later than 24 hours after the incident or accident. Reportable incidents include, but are not limited to, those which result in physical injury to a camper, camp employee, or bystander. For third-party groups, the filing of an incident report does not transfer responsibility for processing claims to The Citadel; such responsibility remains solely with the camp sponsor.

   **Note:** Program directors may use Annex B, Form 11 to report incidents, or any other similar document which provides at least as much information as Form 11.

G. **Report Child Abuse or Neglect.** All Citadel employees, students, contractors, lesees, and volunteers have a personal responsibility to report any instances of known or suspected child abuse, neglect, or molestation. Two reports are required:

   1. Notify The Citadel Department of Public Safety at [phone #, TDD#]. If a threat of immediate danger exists, call [911].
   2. Contact one of the following:

      (a) Charleston County Division of Social Services at 843-953-9422 (24 hours) or
      (b) the Charleston County Sheriff’s Office at 843-202-1700 (24 hours).

   Depending on the location, you may need to call another county. Information on child protective hotlines in all SC counties is available from the South Carolina Department of Social Services at [http://dss.sc.gov/content/customers/protection/cps/index.aspx](http://dss.sc.gov/content/customers/protection/cps/index.aspx)
3. Mandatory reporters of child abuse under South Carolina law may have additional responsibilities. See Annex A.

4. Failure by any member of The Citadel community to report suspected or known child abuse or neglect may result in discipline up to and including termination or expulsion.

5. See Annex B for further information on reporting.

H. **Provide Information on Charter Transportation Services.** Any program using an off-campus charter service to transport participants must complete the form at Annex A, Form 6, send Form 6 to the transportation service, and submit the form and all documents received from the transportation in response as part of the approval package.

4. **APPROVAL PROCEDURE.**
   [It would be useful to re-examine the approval process, assessing the value of each step.]

   A. Program directors must complete and submit the forms identified on Annex A, and obtain, as appropriate, the approval of the Provost, the Commandant, or the Director of Athletics. This individual will examine the activities’ relevance to The Citadel’s educational mission.

   Program directors should seek approval for programs in accordance with the following:

   1. The Provost - All academic enrichment activities, including but not limited to Gear Up, HOBY, etc.

   2. The Athletic Director - All sports camps operated by coaches, and other similar activities.

   3. The Commandant of Cadets - All military and leadership activities, including but not limited to Boy’s State JROTC, Citadel Band Camp, etc.

   B. The Vice-President for Facilities and Engineering (VPFE) must approve all requests for use of facilities on campus. The VPFE will review all requests for barracks use, including overnight use, in consultation with the Commandant. The VPFE will review all requests for athletics facilities use, including athletic fields, McAlister Field House, and Deas Hall, in consultation with the Director of Athletics. The VPFE is responsible for assigning all facilities, including overnight use of barracks, for all programs.

   C. The Risk Management and Safety Officer will assess the risks that the program presents to The Citadel and/or to potential attendees or participants.

   D. The VPFBA will review all requests for financial considerations.

   E. The President has delegated final authority to approve all programs to the VPFBA [CHILD PROTECTION OFFICER?]. Unresolved issues between the vice presidents for these activities will be referred to the President for decision.

   F. After approval by the VPFBA, but no later than commencement of the program, program directors must obtain the following documents from program personnel or participants, as appropriate. Program directors must maintain these documents in the
program files, and produce them to Citadel officials upon request. Failure to do so can result in immediate termination of the program.

1. Medical treatment authorization forms for all program participants (Annex B, Form 8).

2. Liability waivers for all program participants (Annex B, Form 9A or 9B, as appropriate).

3. For programs involving physical activity, Physician’s Certification (Annex B, Form 10, or equivalent).

5. CHILDREN OF EMPLOYEES. Employees, faculty, and staff may bring their dependent children to campus in limited circumstances and for a limited amount of time. The department chair or director responsible for the area must give specific, advance approval, prior to the child’s arrival on campus. The department chair or director may revoke approval, in his or her sole discretion. Bringing children to campus is a privilege, and should only occur when alternative arrangements are impractical or impossible, such as the illness of a day care provider. Employees, faculty and staff who bring children to campus must be able to carry out their duties unimpeded, and must allow others to do the same.

6. THIRD-PARTY PROGRAM ADDITIONAL REQUIREMENTS. Third-party programs include those programs whose primary financial beneficiary is not The Citadel, programs operated by individuals who are not Citadel employees, and programs operated by Citadel employees who, in operating the program, are not fulfilling an official responsibility as a Citadel employee. Examples of third-party programs include, but are not limited to, athletic camps operated by Citadel athletic coaches. Citadel employees who own, operate, are employed by, or volunteer at third-party programs must take annual leave throughout the operation of those programs.

Third-party programs may represent that they take place on The Citadel’s campus, but otherwise may not make any representations that their activities are endorsed or supported by The Citadel in any way. Third-party programs must ensure that their brochures, advertisements and promotional materials do not use any Citadel logos, trademarks, or service marks.

7. CONTACT:

Questions regarding activities involving children should be directed to [CHILD PROTECTION OFFICER] OR Robert Williamson, Risk Management and Safety Officer, (843) 953-4816, bob.williamson@citadel.edu.

8. Memorandum Number 10, dated November 15, 2007, is rescinded.

FOR THE PRESIDENT:

OFFICIAL: [INSERT NAME]
Attachments

REVISE AND RENUMBER

Annex A: South Carolina Law on mandatory reporting of child abuse or neglect
Annex B: FAQ on reporting child abuse or neglect
Annex B: Instructions for Approval of Materials for Activities Involving Children
  Form 1: Activities Involving Children Approval Form
  Form 2: Risk Assessment Worksheet
  Form 3: Agreement Between The Citadel and Program to Lease Facilities (Contract)
  Form 4: Request to set up FRS Account
  Form 5: Sample Medical Facility Notification Letter DELETE, UNNECESSARY
  Form 6: Charter Service Information Request
Annex B: Instructions for Materials to be Submitted Prior to Program Commencement
  Form 7: Program Staff/Volunteer Background Check Form
  From 8: Medical Consent Form
  Form 9A: Release and Hold Harmless Agreement – Sports Program
  Form 9B: Release and Hold Harmless Agreement – Non-Sports Program
  Form 10: Physician’s Certification
  Form 11: Program Incident Report Form
IDENTIFYING AND REPORTING CHILD ABUSE AND NEGLECT

SECTION 63-7-310. Persons required to report.

(A) A physician, nurse, dentist, optometrist, medical examiner, or coroner, or an employee of a county medical examiner’s or coroner’s office, or any other medical, emergency medical services, mental health, or allied health professional, member of the clergy including a Christian Science Practitioner or religious healer, school teacher, counselor, principal, assistant principal, school attendance officer, social or public assistance worker, substance abuse treatment staff, or childcare worker in a childcare center or foster care facility, foster parent, police or law enforcement officer, juvenile justice worker, undertaker, funeral home director or employee of a funeral home, persons responsible for processing films, computer technician, judge, or a volunteer non-attorney guardian ad litem serving on behalf of the South Carolina Guardian Ad Litem Program or on behalf of Richland County CASA must report in accordance with this section when in the person’s professional capacity the person has received information which gives the person reason to believe that a child has been or may be abused or neglected as defined in Section 63-7-20.

(B) If a person required to report pursuant to subsection (A) has received information in the person’s professional capacity which gives the person reason to believe that a child’s physical or mental health or welfare has been or may be adversely affected by acts or omissions that would be child abuse or neglect if committed by a parent, guardian, or other person responsible for the child’s welfare, but the reporter believes that the act or omission was committed by a person other than the parent, guardian, or other person responsible for the child’s welfare, the reporter must make a report to the appropriate law enforcement agency.

(C) Except as provided in subsection (A), a person, including, but not limited to, a volunteer non-attorney guardian ad litem serving on behalf of the South Carolina Guardian Ad Litem Program or on behalf of Richland County CASA, who has reason to believe that a child’s physical or mental health or welfare has been or may be adversely affected by abuse and neglect may report, and is encouraged to report, in accordance with this section.

(D) Reports of child abuse or neglect may be made orally by telephone or otherwise to the county department of social services or to a law enforcement agency in the county where the child resides or is found.

HISTORY: 2008 Act No. 361, Section 2; 2010 Act No. 227, Section 1, eff upon approval (became law without the Governor’s signature on June 8, 2010).

SECTION 63-7-320. Notification and transfer.

(A) Where reports are made pursuant to Section 63-7-310 to a law enforcement agency, the law enforcement agency shall notify the county department of social services of the law enforcement's response to the report at the earliest possible time.

(B) Where a county or contiguous counties have established multicounty child protective services, the county department of social services immediately shall transfer reports pursuant to this section to the service.

HISTORY: 2008 Act No. 361, Section 2.

SECTION 63-7-330. Confidentiality of information.

(A) The identity of the person making a report pursuant to this section must be kept confidential by the agency or department receiving the report and must not be disclosed except as provided for in subsection (B) or (C) or as otherwise provided for in this chapter.
(B) When the department refers a report to a law enforcement agency for a criminal investigation, the department must inform the law enforcement agency of the identity of the person who reported the child abuse or neglect. The identity of the reporter must only be used by the law enforcement agency to further the criminal investigation arising from the report, and the agency must not disclose the reporter’s identity to any person other than an employee of the agency who is involved in the criminal investigation arising from the report. If the reporter testifies in a criminal proceeding arising from the report, it must not be disclosed that the reporter made the report.

(C) When a law enforcement agency refers a report to the department for an investigation or other response, the law enforcement agency must inform the department of the identity of the person who reported the child abuse or neglect. The department must not disclose the identity of the reporter to any person except as authorized by Section 63-7-1990.

HISTORY: 2008 Act No. 361, Section 2.

SECTION 63-7-340. Previous reports.

When a report is referred to the department for an investigation or other response, the department must determine whether previous reports have been made regarding the same child or the same subject of the report. In determining whether previous reports have been made, the department must determine whether there are any suspected, indicated, or unfounded reports maintained pursuant to Section 63-7-930 regarding the same child or the same subject of the report.

HISTORY: 2008 Act No. 361, Section 2.

SECTION 63-7-350. Reports for lack of investigation.

If the department does not conduct an investigation as a result of information received pursuant to this subarticle, the department must make a record of the information and must classify the record as a Category IV unfounded report in accordance with Section 63-7-930. The department and law enforcement are authorized to use information recorded pursuant to this section for purposes of assessing risk and safety if additional contacts are made concerning the child, the family, or the subject of the report.

CHILD ENDANGERMENT

South Carolina law prohibits placing a child at unreasonable risk of harm affecting the child’s life, physical or mental health, or safety; or unlawfully or maliciously causing bodily harm to a child so that the life or health of the child is endangered or likely to be endangered; or wilfully abandoning a child. See SECTION 63-5-70, South Carolina Code of Laws
ANNEX B: Frequently Asked Questions on Reporting Child Abuse and Neglect

I suspect that a child may be abused or neglected, but I’m not sure. What should I do?
The reporting obligation covers reasonable suspicions as well as actual knowledge. You should make a report. You could also discuss the situation with your director and then make sure he or she makes a report. When in doubt, you should report. Two reports are better than none.

What should I do if a child shows an age-inappropriate degree of knowledge about sexual matters?
This may be an indication that the child has been sexually abused. You must report this.

A child comes to camp every day in dirty, torn clothes and always seems very hungry. Is this a problem?
These are signs of child neglect. Make a report.

What should I do if a child is in imminent danger?
Call 911. [Is this The Citadel’s usual advice for on-campus emergencies?]

What are my options for reporting suspected or actual abuse or neglect?
You must make two reports.

1. Contact Campus Public Safety at __________.

2. Contact either the Charleston County Division of Social Services at 843-953-9422 (24 hours) or Charleston County Sheriff’s Office at 843-202-1700 (24 hours).

What’s the difference between reporting to the Charleston County Division of Social Services and to the sheriff’s office?
These two agencies collaborate in investigating potential child abuse. The law permits reports to be made to either one.

What if the child lives in a different county?
Contact the county in which the child lives.

What if the child doesn’t want me to make a report?
If the potential victim is under 18, you must make a report.

An adult says that she was abused as a child but does not want to make a report. Should I make a report anyway?
Discuss the situation with the Child Protection Officer. He or she may:

- Have further discussions with the individual on the pros and cons of reporting
- Weigh the harm that the adult might experience, such as significant emotional distress, if The Citadel made a report over her objection.
- Evaluate whether the alleged perpetrator has continuing access to children. The presence or absence of children in the home is not conclusive, given the possibility of children in the neighborhood or in religious or community organizations. If the alleged perpetrator is deceased, or perhaps institutionalized or incarcerated for child abuse, then he or she would not have continuing access to children.
- Make a report that names the alleged perpetrator but not the victim.
- Work with the adult over a period of time.
- Come to a written understanding with the adult on the course of action.

The Child Protection Officer will document the situation.

Where can I get further information?
You can contact the Child Protection Officer at XXXXXXXXXXXXX or the Counseling Center at XXXXXXXXXXXXX.

The federal government has a great resource called The Child Welfare Information Gateway.


INSTRUCTIONS FOR APPROVAL OF MATERIALS FOR ACTIVITIES INVOLVING CHILDREN

All requests for program approval must include the following documents. In addition, any approving authority may require additional documentation, in his or her discretion.

1. Complete and sign Form 1: “Activities Involving Children – Approval Form.”

2. Complete and sign Form 2: “Risk Assessment Sheet.”

3. Provide the following information on Form 3: “Facilities and Services Agreement Between The Citadel and ________”
   A. Insert the legal name of the camp, activity, or program at the top of Page 1 of Form 3.
   B. Enter contact information for the program under Paragraph 19.

   Note: Form 3 constitutes the contract between the Program and The Citadel. Upon approval of the Program by The Citadel, the remaining terms, including Facilities, Term, and Consideration, will be entered by The Citadel, and the contract will be returned to the program director. The program director must sign the contract and return it to the VPFBA, or all approvals will be withdrawn.


5. For camps or programs which intend to use off-campus medical facilities:
   A. Complete Form 5: “Medical Facility Notification Letter”
   B. Mail or deliver Form 5 to the medical facility designated therein
   C. Attach a copy of the completed Form 5 to these materials

6. For camps or programs which intend to use charter transportation services:
   A. Complete Form 6: “Charter Service Information Request”
   B. Mail or deliver Form 6 to the transportation service designated therein
   C. Attach a copy of the document produced by the transportation service in response to Form 6 to these materials

7. Attach the following documents. All items are necessary to process this application. Incomplete applications will not be processed and will be returned to the program director for completion.
   A. A copy of the program budget
   B. A detailed itinerary with activities listed
      Note: If an activity is referred to in such a way that the nature of the activity is not apparent, a brief description of the activity should be included. Example: “tug of war” is self explanatory; “flag game” would require a description
   C. Brochure / advertising materials
      If the program intends to distribute a brochure or other advertising materials, attach a copy to these materials. Programs may not use Citadel trademarks, service marks, or logos in their promotional materials. Programs which do not submit proposed brochures or advertising materials may not produce and distribute such materials until they receive approval from The Citadel.
   D. Certificate of Insurance
      All activities or programs are required to provide certificates of general liability insurance and accidental medical insurance coverage. The general liability policy must list The Citadel as an additional insured and have limits of at least $1,000,000 per occurrence and $5,000,000 aggregate. Additional amounts may be necessary, in the discretion of the Vice President for Finance and Business Affairs.
   E. Copies of the program’s safety training materials.
ACTIVITIES INVOLVING CHILDREN
APPROVAL FORM

1. NAME OF CAMP/ACTIVITY: ______
   Website address: ______

2. THIS PROGRAM IS A:
   ☐ Citadel sponsored camp or enrichment program
   ☐ Citadel employee, independently sponsored camp, program or activity (i.e. athletics camp)
   ☐ Third-party camp program or activity

3. TYPE OF CAMP, PROGRAM OR ACTIVITY:
   ☐ Athletic Camp
   ☐ Leadership training (e.g. Boy’s State)
   ☐ ROTC Activity
   ☐ Academic program:
   ☐ Other (Please describe) ______

4. CONTACT INFORMATION FOR CAMP DIRECTOR:
   Name ______
   Address:_______
   City:__________, State ______, Zip ______
   Email ______ Phone ______ Fax ______
   Evening phone _____ Mobile phone _____

   CONTACT INFORMATION FOR ASSISTANT DIRECTOR OR OTHER ALTERNATE:
   Name ______
   Address:_______
   City:__________, State ______, Zip ______
   Email ______ Phone ______ Fax ______
   Evening phone _____ Mobile phone _____

5. COORDINATING CITADEL OFFICIAL [if any]:
   Name ______ Department ______
   Phone _____ E-mail _____

6. REVIEWING VICE-PRESIDENT [check one]:
   ☐ Provost
   ☐ Commandant
   ☐ Director of Athletics

7. ACCOUNT NUMBER FROM WHICH PREMIUMS OR FEES WILL BE PAID (provided by Financial Services)
   ______

8. PROPOSED CAMPUS LOCATION:
   ☐ McAlister Field House
   ☐ Washington Light Infantry Field
   ☐ Summerall Field
   ☐ Deas Hall
   ☐ Barracks :
   ☐ Other (Specify Location) ______

Annex A, Form 1
Page 1
9. **DATES, DAYS, COUNSELORS AND PARTICIPANTS**

   In the “Proposed Dates” row of the following chart, enter the Beginning Date and Ending Date for each session, in MM-DD format.

   In the “# of Days” row, indicate the actual number of days during which your camp or program will be in operation. Count any day, or part of a day, during which activities or on-site registration will occur. If the program will not operate during weekends, do not count those days.

   In the “Number of Participants” row, indicate the proposed number of campers or participants. **DO NOT** include counselors in this row.

   In the “Number of Counselors” row, indicate the proposed number of ADULT counselors, i.e. counselors who are 18 or older.

<table>
<thead>
<tr>
<th>Session Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
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<td># of Days</td>
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<td>Age of Participants</td>
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<td>Number of Participants</td>
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<tr>
<td>Number of Counselors</td>
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</tbody>
</table>

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10. **INDICATE WHETHER THIS CAMP/ACTIVITY IS [check one]:**

   - [ ] Day camp only (skip to Section 12) -OR-
   - [ ] Camp/activity where participants are housed overnight. (Go to Section 11)

---

11. **OVERNIGHT CAMPS/ACTIVITIES OR PROGRAMS [check one]:**

   - [ ] Participants will stay on-campus. Indicate requested campus location: ______
   - [ ] Participants will be housed in off-campus lodging arranged by the camp or program. Provide the name of the facility: ______
   - [ ] Participants will be responsible for arranging their own off-campus housing. Please explain: ______

---

12. **INSURANCE:**

   Citadel sponsored camps, programs, and activities, as identified in 1, above, receive general liability insurance coverage through The Citadel’s policy with the SC Insurance Reserve Fund. Those programs are also eligible to purchase accidental medical coverage through The Citadel’s recommended Insurance Plan. All other camps, programs, or activities must purchase a commercial general liability policy and accidental medical insurance policy. These policies must list “The Citadel, the State of South Carolina, their officers, directors, servants, agents and employees” as additional insureds.

   **A. GENERAL LIABILITY**

   - [ ] Citadel sponsored camps, programs, and activities.
   - [ ] General Liability Insurance will be provided through ______. (Attach copy of the Certificate of Insurance.)

   **B. MEDICAL**

   - [ ] Purchase through The Citadel recommended Insurance Plan (Third-party programs are not eligible for this coverage.)
   - [ ] Medical insurance will be provided through ______. (Attach copy of the Certificate of Insurance.)
ACKNOWLEDGMENTS AND AUTHORIZATIONS:

I have reviewed The Citadel’s Children on Campus Policy. I have complied with all requirements to date, and I agree to abide by this policy in the operation of my proposed program. My signature authorizes the transfer of funds from the account referenced in this application for the payment of fees and expenses to The Citadel.

__________________________________________________________  ________________________
Signature of Camp Director  Date

I agree to assist in the coordination of this program.

__________________________________________________________  ________________________
Signature of Citadel Faculty, Staff, or Employee  Date

I find that this program is consistent with The Citadel’s educational mission, as well as the mission of the department under my direction. I also authorize the transfer of funds to pay for insurance and/or support services fees, as appropriate, from the account referenced in this application.

__________________________________________________________  ________________________
Signature of (circle one) Provost / Commandant / Director of Athletics  Date

This application has been found to be in compliance with Citadel Policies concerning Children on Campus. Appropriate insurance coverage is in place for these activities.

__________________________________________________________  ________________________
Risk Management and Safety Officer  Date

I authorize the use of the following facilities for this camp/activity or program.

<table>
<thead>
<tr>
<th>Session 1: Dates:</th>
<th>Facilities:</th>
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</thead>
<tbody>
<tr>
<td>Session 2: Dates:</td>
<td>Facilities:</td>
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<td>Session 3: Dates:</td>
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<td>Session 4: Dates:</td>
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<td>Session 5: Dates:</td>
<td>Facilities:</td>
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__________________________________________________________  ________________________
Signature of Vice President for Facilities and Engineering  Date

I have reviewed this program for relevance to the educational mission of The Citadel and approve this program under the provisions of The Citadel policy concerning Children on Campus.

__________________________________________________________  ________________________
Vice President for Finance and Business Affairs  Date

In the event of disagreements among the individuals identified above:

________________________________________  ________________________
President  Date
RISK ASSESSMENT WORKSHEET

Program directors must consider the full impact of all activities conducted during the course of a camp or program, and must appreciate the responsibilities of the director in taking appropriate measures to reduce or eliminate the potential for exposure of program participants to reasonably foreseeable hazards. This Risk Assessment Worksheet is designed for use by program directors and school officials to assess risk associated with program activities. The program director must complete this form before any activity may be held on The Citadel campus. Directors of off-campus programs who wish to use The Citadel’s name must also complete this form.

This risk assessment tool cannot encompass all of the possible scenarios for program activities and risks. Therefore, directors are called upon to exercise due diligence in designing program activities in such a way as to reflect safety considerations for all participants. Program directors are required to obtain and review the latest edition of the American Camp Association’s Accreditation Guide, available through the American Camp Association’s website at www.acacamps.org. At a minimum, program directors must follow the “Mandatory Standards” established by the American Camp Association. Program directors can seek assistance from The Citadel’s Risk Management and Safety Officer, Bob Williamson, at (843) 953-4816 (bob.williamson@citadel.edu) for specific questions.

Program directors should submit this form, along with the Activities Involving Children Approval Form and all other materials required by the Children on The Citadel Campus policy, to the Provost, Commandant, or Director of Athletics, as appropriate, for review, comment, and approval. Program directors should submit this form in sufficient time to receive final approval, from the Vice-President for Finance and Business Affairs, prior to the beginning of the program.
Camp or Enrichment Program Risk Assessment Worksheet

Name of Camp or Program: ____________________________________________

Name of Individual Completing Worksheet: _______________________________

(Phone number) __________________________ (Email address) ____________________

1. **Scheduling:** Is all program time scheduled (minimal or no free time)?  **YES / NO / NA**

   For free time periods, describe the location or locations where participants will be, and the supervision to be provided to them.

<table>
<thead>
<tr>
<th>Time period</th>
<th>Location of participants</th>
<th>Supervision Arrangements</th>
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2. **Physical Activity:** Does this program include activities that involve physical activity included in this camp programming? (Examples: running, jumping, swimming, climbing activities at heights greater than six (6) feet, lifting weights, contact or field competition sports, etc.)  **YES / NO / NA**

   If yes, please list. *(Attach an additional sheet if necessary.)*

   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________

3. **Tools:** Do any of the activities for this camp involve the operation of hand or power tools such as saws, exacto knives, drills, scissors, or scalpels?  **YES / NO / NA**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Date Of Last Equipment Inspection And Inspecting Official</th>
<th>Location / Security Of Equipment When Not In Use</th>
<th>Program Official Who Will Provide Supervision</th>
<th>Training Or Qualifications For Supervising Official</th>
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4. **Firearms:** Will any activity of this camp involve participant use of, or access to, firearms, bows and arrows, pressurized projectiles, or other similar implements?  **YES / NO / NA**

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<tr>
<th>Equipment</th>
<th>Date Of Last Equipment Inspection And Inspecting Official</th>
<th>Location / Security Of Equipment When Not In Use</th>
<th>Program Official Who Will Provide Supervision</th>
<th>Training Or Qualifications For Supervising Official</th>
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</table>
5. **Chemicals**: Will any activity involve the use of chemicals, flammable or noxious gases, or similar dangerous substances?  

<table>
<thead>
<tr>
<th>Chemical Or Gas</th>
<th>Location / Security Of Chemicals When Not In Use</th>
<th>Program Official Who Will Provide Supervision</th>
<th>Training Or Qualifications For Supervising Official</th>
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6. **Water Activities**: If any activity will involve water sports (diving, swimming, scuba, or wading), complete the following:

   A. Identify the individual who will coordinate all water activities, including assessment of swimming proficiency of each participant, and describe this person’s qualifications:

      Water Activity Coordinator: ______________________________________________

      Qualifications (American Red Cross certificates, or equivalent, WSI certificate, lifeguard experience, etc., please include dates of certificates, experience, etc.)

      ___________________________________________________________________
      ___________________________________________________________________
      ___________________________________________________________________
      ___________________________________________________________________

   B. Complete the following chart for all water activities:

      | Activity | Number Of Participants | Location Of Activity | Number Of Lifeguards | Training Or Qualifications of Lifeguards |
      |----------|------------------------|----------------------|----------------------|------------------------------------------|
      |          |                        |                      |                      |                                          |
      |          |                        |                      |                      |                                          |
      |          |                        |                      |                      |                                          |
      |          |                        |                      |                      |                                          |

   C. For any water activities listed in Chart 6.B, above, which will not take place at the Deas Hall pool, complete the following:

      | Activity | Location | Investigation Or Inspection Conducted | Date Of Inspection | Inspecting Official |
      |----------|----------|--------------------------------------|--------------------|--------------------|
      |          |          |                                      |                    |                    |
      |          |          |                                      |                    |                    |
      |          |          |                                      |                    |                    |
      |          |          |                                      |                    |                    |
7. **Housing:** If program participants will be housed overnight, either on campus or off campus, complete the following:

   A. Location: ________________________________________________________________

   B. If participants will not be housed in the barracks, please identify the facilities where they will be housed: ________________________________________________________________

   C. Describe the housing plan, including but not limited to: room assignment plan, room check-in and check-out procedures, curfew times, overnight supervision, visiting restrictions, and lost / unaccounted-for-participant procedure. **Note:** Program plans must include prohibitions against participants visiting in staff-members rooms, except on official business. Also, staff members should **never** be alone with participants.  

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   D. Identify the individual who will provide instruction on security, loss prevention, emergency exit locations and procedures, and other housing-related safety and security issues, and describe that person’s qualifications:

   Name: ____________________________
   Address / Location during program: ____________________________
   Phone numbers: Office _____________, Home _____________, Mobile ____________
   Qualifications: ________________________________________________________________
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   E. In situations when groups of student participants bring their own adult counselor or supervisor (example: coaches, drill team advisors, guidance counselors), identify individual who will brief these individuals on safety, camp established expectations, camp rules, or other provisions:

   Identify the emergency contact for program participants:

   Name: ____________________________
   Address / Location during program: ____________________________
   Phone numbers: Office _____________, Home _____________, Mobile ____________
   Qualifications: ________________________________________________________________
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8. **Transportation**

A. Describe the pick-up and drop-off procedure for program participants.

____________________________________________________________________________
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B. If participants will be transported to, from, or during the program by employees or volunteers, complete the following:

<table>
<thead>
<tr>
<th>Driver</th>
<th>Training or Experience</th>
<th>Transportation Responsibilities (i.e. Pickup For Camp, Transport From Camp, Transport During Camp)</th>
<th>Vehicle To Be Used (POV, Citadel, Etc)</th>
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C. For all vehicles which will be used by program employees or volunteers, other than Citadel-owned vehicles, complete the following:

<table>
<thead>
<tr>
<th>Vehicle To Be Used</th>
<th>Owner</th>
<th>Insurance On Vehicle (Policyholder, Limits)</th>
<th>Is All Safety Equipment Installed and In Good Working Condition?</th>
<th>Inspecting Individual</th>
<th>Date Of Inspection</th>
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D. For all transportation other than transportation to and from camp, complete the chart on the following page.

E. If chartered transportation services of any kind will be used, complete the following. ALSO, complete Form 6 of Annex A, obtain the documents required therein from the charter service, and include those documents with these materials. [Note: Chartered service is defined as services secured to transport participants by land, sea, or air in which one or more vehicles and operators are provided for this purpose.]

<table>
<thead>
<tr>
<th>Charter service</th>
<th>Years in operation</th>
<th>License(s) / Certification(s)</th>
<th>Insurance Coverage</th>
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Annex A, Form 2
Page 5
<table>
<thead>
<tr>
<th>Destination</th>
<th>Reason For Transportation</th>
<th># Of Participants To Be Transported</th>
<th>Inspection Date Of Location</th>
<th>Inspecting Official</th>
<th>Senior Program Official On Trip</th>
<th>Instructions To Be Provided To Drivers (Maps, Briefing On Driving Conditions, Etc)</th>
<th>Emergency Contacts (At The Citadel / In Transit / At Destination) (Include Phone Numbers)</th>
<th>Safety Equipment Available (During Trip And At Location)</th>
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Note: Prior to first trip, program director, or designee, should inspect destination for loading / unloading location, safety considerations. Prior to each trip, program director or designee should review weather and traffic conditions. Senior official on travel should have copies of contact numbers for parents or guardians of participants during all off-campus travel.
9. Medical Considerations

A. Has the camp/program sponsor made arrangements to provide First Aid training to camp counselors?  
   YES / NO / NA

   If yes, check those that apply:
   ☐ classroom instruction
   ☐ video instruction
   ☐ web-based instruction
   ☐ literature review
   ☐ other (please explain) _____________________

B. Additional First Aid-trained individuals who will be in attendance:

<table>
<thead>
<tr>
<th>Name</th>
<th>Training</th>
<th>Relation To Program</th>
<th>Role At Program</th>
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C. If none of the above, please provide an explanation of how First Aid will be administered for the camp or program (attach additional pages if necessary).

____________________________________________________________________________
____________________________________________________________________________
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D. First Aid Kits:

<table>
<thead>
<tr>
<th>Location</th>
<th>Contents</th>
<th>Date of Last Inspection</th>
<th>Inspecting Official</th>
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E. Heat Exhaustion:

Identification / recognition training provided to counselors:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Preventative measures planned: (example: The provision of cool drinks and frequent encouragement or reminder to consume them, breaks or rest periods from extended periods of physical activity, staffers alert for the symptoms of the onset of heat exhaustion.)

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

F. Allergy preparations:

Name of Official Who Will Collect Information from Program Participants:

____________________________________________________________________________

Address / Location during program:  

Phone numbers: Office _____________, Home _____________, Mobile ____________

Qualifications:________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
Location of records during program: ________________________________________________

Describe the Program’s plan for avoiding allergic reactions and responding to those that occur:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

__________________________________________________

__________________________________

____________________________________________________________________________________

____________________________________________________________________________________

G. Participant Medications:

Name of Official Who will Collect Information from Program Participants and dispense medications during the program:

____________________________________________________________________________________

Address / Location during program: ________________________________________________

Phone numbers: Office _____________, Home _______________, Mobile ____________

Qualifications:________________________________________________________________

_______________________________________________________________________________

_______________________________________________________________________________

Location of records during program: ________________________________________________

Location of medications during program: __________________________________________

Please describe the Program’s plan for providing medication to program participants.

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

10. Food Preparation: In cases where programs will prepare and/or serve their own foods:

<table>
<thead>
<tr>
<th>Foods to be Served</th>
<th>Location</th>
<th>Program Official who Will Serve Foods</th>
<th>Qualifications</th>
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Risk Assessment Worksheet completed by:

___________________________________________

Signature of Program Director                        Date

_____________________________________________________

Printed Name of Program Director
This AGREEMENT is entered into this _______ day of __________________, 200___, between The Citadel, an agency and political subdivision of the State of South Carolina (hereinafter “The Citadel”) and ______ (hereinafter referred to as “the Program”).

WITNESSETH

Whereas, The Citadel is the owner and operator of certain facilities on the campus of The Citadel; and

Whereas, the Program wishes to utilize various facilities on the campus of The Citadel for the purpose of hosting a camp, enrichment program, or other similar activity for children eighteen (18) years old or younger;

Now, Therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree that:

1. Facilities: The Citadel hereby leases to the Program the facility (facilities) known as ________________ (hereafter “the Premises”) for the sole purpose of operating a ________________________________________, and for no other use.
   a. Use of facility (facilities) for any other purpose is prohibited without first obtaining the written consent of The Citadel.
   b. Requests for barrack's use must be made to the Vice President for Facilities and Engineering no later than ninety (90) days prior to dates of intended use. Barracks use must be approved by the Vice President for Facilities and Engineering (VPFE) and the Commandant. The VPFE may substitute alternate Barracks, in his sole discretion.

2. Term: This Lease shall be for the term of approximately _________( ___) days, in the following increments:
   a. beginning at ___ am on _______, 20___, and continuing until no later than _____ pm on _______, 20___.
   b. beginning at ___ am on _______, 20___, and continuing until no later than _____ pm on _______, 20___.
   c. beginning at ___ am on _______, 20___, and continuing until no later than _____ pm on _______, 20___.
   d. beginning at ___ am on _______, 20___, and continuing until no later than _____ pm on _______, 20___.
   e. beginning at ___ am on _______, 20___, and continuing until no later than _____ pm on _______, 20___.

3. Consideration: In consideration of said lease, the Program shall pay The Citadel the sum of __________________ ("the Lease Amount"), and such other consideration as the parties may agree. Lease amount, as well as all other fees and costs incurred by or on behalf of the Program is due and payable to The Citadel no later than thirty (30) days after delivery of The Citadel’s invoice.
   a. Final Headcount: Within five (5) business days of the final End Date of the Program, the Program will provide The Citadel with a final count of all participants who attended or participated in any part of the Program.

4. Additional Services: In addition to the Facilities identified above, the Program may also purchase certain additional services in support of the Program, including but not limited to: food services, transportation services, and equipment rental. All additional services purchased by the Program, and associated fees, are identified in Exhibit 1 to this Agreement, attached hereto and incorporated herein by reference.
   a. Aramark is the sole food service provider on The Citadel campus. Food service orders are due to Aramark no less than thirty (30) days before the beginning of the Program. The Program may, upon approval by Aramark, increase reservation numbers after this date, but the Program may not decrease number of orders and will be charged for such services in accordance with the reservation numbers provided.
   b. All fees for additional services are due and payable pursuant to the terms described in Paragraph 3, above
   c. The Program will reimburse The Citadel for all commitments engaged by The Citadel on behalf of the Program.

5. Concessions, Souvenirs and Novelties. Notwithstanding Paragraph 4.a, above, the Program may sell food and drink concessions in athletic facilities it has leased, as well as novelties and/or souvenirs, and retain all profits. The Program is solely responsible for all taxes associated with the sale of these items.
6. **Mandatory Standards**: The Program understands and agrees that it is responsible for the safety of its participants. The Program agrees to be familiar with and to comply with the most recent “Mandatory Standards” promulgated by the American Camping Association, as well as all applicable Citadel Rules, Regulations, and Procedures, including but not limited to The Citadel’s Children on The Citadel Campus Policy

7. **Termination of Program / Removal of Participants**: The Citadel shall have complete authority to terminate any activities of the Program and/or, in its sole discretion, remove any participants conducting themselves in a manner deemed unsafe or unacceptable to The Citadel. The Program will be responsible for any costs incurred in relocating any participants.

8. **Report of Incidents**: The Program shall immediately report, to both the Risk Management and Safety Officer and the Program’s Sponsoring Vice-President, any incident of known or reported injury, abuse or unauthorized absence of a participant, or damage to Citadel property.

9. **Repairs And Alterations**: The Program shall take good care of the premises and the fixtures and appurtenances therein. All damage or injury to the premises and to its fixtures, appurtenances, and equipment caused by the Program or its guests, whether resulting from moving property in or out of the premises or by installation or removal of furniture, fixtures, or other property or resulting from short circuits or from any other cause of any kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other cause of the Program, its servants, employees, agents, visitors, invitees, or licensees, shall be repaired, restored, or replaced promptly by the Program at its sole cost and expense to the satisfaction of The Citadel. All repairs, restoration, and replacements shall be in quality and class equal to the original work or installations. If the Program fails to make such repairs, restorations, or replacements, same may be made by The Citadel at the expense of the Program, and shall be collectible as additional rent or otherwise and shall be paid by the Program within three (3) days after rendition of a bill or statement thereof, or as otherwise specified in this Agreement. The Citadel reserves the right to accept or require payment for damages in lieu of actual repair.

10. **Insurance**: The Program shall maintain general liability insurance, both for itself and for any agents acting on behalf of the Program, in the amount of not less than one million ($1,000,000) dollars per occurrence and five million ($5,000,000) dollars aggregate, which insurance shall name The Citadel, its governing board, officers, agents, employees, servants and assigns, and also the State of South Carolina, as additional insureds. The Program shall provide proof of insurance to the Vice President for Finance and Business Affairs at The Citadel no later than ninety (90) days prior to the Commencement Date of the Lease.

11. **Indemnity**: As a material part of the consideration to The Citadel, the Program hereby assumes all risk and responsibility for losses, damages, judgments and/or expenses on account of all risks arising out of its use of and presence on The Citadel’s campus, and the Program waives all claims against The Citadel. The Program shall Defend, hold harmless, and indemnify The Citadel, its governing board, officers, agents, employees, servants and assigns, from and against any and all liability and claims for damages of every kind and nature, including reasonable attorneys fees, for bodily injury, death, and / or property damage arising out of (1) the Program’s use or occupancy of The Citadel campus, or any activity or thing done, performed or suffered by the Program, its agents, its employees, licensees, invitees or persons attending or participating in the Program’s activities in or about the campus; or (2) any loss, injury, death or damage to persons or the campus on or about the campus by reason of any act, omission or negligence of the Program, or any of its agents, its contractors, its employees, licensees, or invitees; or (3) any breach or default in the performance of any obligation on the Program’s part to be performed under the terms of the Agreement between The Citadel and Tenant. By this agreement, the Program specifically agrees to defend, hold harmless, and indemnify The Citadel, its governing board, officers, agents, employees, servants and assigns, and the State of South Carolina, from and against payment of all court costs, judgments, attorneys fees, court costs and testimony of witnesses necessary in the defense of any litigation arising out of this Agreement and use of the subject premises.

12. **Liability Waivers**: The Program will obtain and maintain waivers of liability, in favor of The Citadel, its governing board, officers, agents, employees, servants and assigns, and also the State of South Carolina, from each Program participant, in connection with the participant’s involvement with the Program. The waiver will affirmatively inform each Participant that the Program is an entity independent of The Citadel, whose sole connection with The Citadel is the lease of Citadel premises.

13. **Termination**: This AGREEMENT may be terminated by The Citadel in its sole discretion if any accidents, Illness, epidemics, acts of God, or any event beyond the reasonable control of either party make it impossible for either party to fulfill the terms of the AGREEMENT. In the event the Program should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to this contract, except as noted in Section ___ above, and the contract will be of no further force or effect.

Annex A, Form 3
Page 2
14. **Breach:** Any breach of any of the terms of this Agreement shall be considered an item of default and The Citadel, in addition to exercising all remedies available at law, may immediately cease all CAMP/PROGRAM functions until such default is remedied to The Citadel’s satisfaction.

15. **Security:** The Program shall be responsible for scheduling, arranging, and paying for adequate security at the Facility throughout the Program, including general security for the Facility, for perimeter areas, and for the adjacent parking lots.

16. **Assignment:** Tenant, for itself, its successors, and assigns, expressly covenants that it shall not assign, mortgage or encumber this Agreement, nor underlet or suffer or permit the demised premises or any part thereof to be used by others, without the prior express written consent of The Citadel in each instance.

17. **Force Majeure:** If The Citadel is unable to give possession of the premises on the specified event date by reason of "Force Majeure," The Citadel shall not be subject to liability for failure to give possession. Under such circumstances, Tenant shall be entitled to a pro rata return of any sum paid, which shall be Tenant’s sole remedy, at law or at equity. The Citadel shall not be liable for any other damages for breach of this Agreement, whatsoever. For purposes of this Agreement, the term "Force Majeure" shall mean fire, earthquake, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government or governmental agency or authority, or any other cause like or unlike any cause above mentioned which is beyond the control or authority of The Citadel.

18. **Entire Agreement:** This document represents the entire agreement between the parties regarding the use of the specified facility and may only be amended by a written document executed and delivered by both parties.

19. **Choice of Law:** This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina and venue for any suit under this Agreement shall be in Charleston County, South Carolina.

20. **Notices:** All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.

**As to the Program:**

________________________________________

________________________________________

**As to The Citadel:**

VP for Finance and Business Affairs
The Citadel
171 Moultrie Street
Charleston, SC 29409

With a copy to:

General Counsel
The Citadel
171 Moultrie Street
Bond Hall, Room 369
Charleston, SC 29409

21. **Entire Agreement:** This document represents the entire agreement between the parties regarding the use of the specified facility and may only be amended by a written document executed and delivered by both parties.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURES ON FOLLOWING PAGE**
In witness whereof, the parties by their agents, set their hands and seals this day and year aforesaid. Individuals signing on behalf of __________________ personally warrant their authority to bind and commit the entity.

In the presence of:

The Citadel,
The Military College of South Carolina

By: ______________________________
   Its: ____________________________

By: ______________________________
   Its: ____________________________

Annex A, Form 3
Page 4
REQUEST TO SET UP FRS ACCOUNT

Name of Account:__________________________________________________________

Type of account:__________________________________________________________

Unrestricted
Restricted
Endowment
Unexpended Plant

If you have selected Restricted, Endowment, or Unexpended Plant, you must attach a written communication from the donor (or Citadel solicitation) that supports this choice.

Is this a Citadel Trust account?

Yes ________ No ________

If this is a Citadel Trust account, the written documentation from the donor or the solicitation to the donor should support this choice.

If this is an Endowment Account, the use of income is:

Unrestricted __________
Restricted to: ____________________

Requested by ___________________________ Date: ___________________________
SAMPLE MEDICAL FACILITY NOTIFICATION LETTER

Each Camp or Program must send this letter to the designated medical facility as provided on the
Camp/Program Application.

Date:

Name of Hospital Contact

Hospital Mailing Address

Dear __________,

(Name of Hospital Contact)

This is to notify you that the ____________________________ (name of camp or program) will be conducting activities on The Citadel campus during the period of ____________________________ (dates of camp or program) and that in the event of a medical emergency, members of this group may be sent to ____________________________ (name of medical facility) to receive medical care. The ____________________________ participants are covered under a group accident medical insurance policy with ____________________________ which has been purchased by ____________________________ (name of organization purchasing policy) (policy number). The policy number is ______________.

Bills for any medical care provided to camp participants for the period indicated above should be sent directly to the following insurance company.

__________________________________________
__________________________________________
__________________________________________
(address for policy claim processing)

Sincerely,

(Name of Citadel Camp Sponsor)

(Phone Number)
Charter Service Information Request

To Whom It May Concern:

The ____________________________ has been listed as a transportation service provider for the ___________________________ for the date(s) __________________. (Name of Charter Service) (Name of Camp)

The Citadel is requesting the following information:

1) A copy of a Certificate of Insurance for the State required liability limits (minimum $5,000,000.00).

2) Information on the driver certification/training required of or provided to your drivers. (Please attach information.)

3) Information on the number of accidents resulting in significant injury (requiring hospitalization) or death in the past five (5) years.
   □ None
   □ Information is attached

4) A brief explanation of how vehicle maintenance is managed for your vehicles. (Please attach information.)

5) Charter Service Contact Information:
   Name of Charter Service contact person: __________________________________________
   Phone Number: ______________________ Fax: ______________________
   E-mail address (if applicable): ________________________________________________
   Website (if applicable): ____________________________________________________

Please provide this information to the camp or program director, who will forward it to the Vice President for Finance and Business Affairs at The Citadel.

NOTE: Once your information is filed with the VP of Finance and Business Affairs, you need only submit updated information in the future.
INSTRUCTIONS FOR COLLECTION OF MATERIALS AFTER APPROVAL AND PRIOR TO COMMENCEMENT OF PROGRAM

After approval by the VPFBA, program directors may begin detailed planning of program activities. Before program commencement, however, program directors must obtain and maintain in the program files the following documents. Program directors must produce the following documents immediately upon request of Citadel officials. Failure to do so can result in immediate termination of the program.

1. Form 7: “Program Staff Voluntary Disclosure and Background Check Form”
2. Form 8: “Medical Consent Form”
4. Form 9B: “Release and Hold Harmless Agreement – Non-Sports Programs”
5. Form 10: “Physician’s Certification”

In addition, program directors must complete an incident report form for any incident involving injury to or affecting the health or safety of a participant. Program directors may use Form 11, or an equivalent document which provides at least as much information as Form 11. Program directors must deliver copies of the incident report form to the Risk Management and Safety Officer as soon as practicable after the incident, but no later than twenty-four (24) hours after the incident. Copies should also be delivered to the Provost, Commandant, or Athletic Director, as appropriate.
Program Staff Voluntary Disclosure and Background Check Form

The information provided below will be used to screen for criminal convictions. Your employment or volunteer participation in any Citadel affiliated program is contingent upon the satisfactory completion of a background screen. Individuals who have been convicted of a sexual offense are not eligible to serve in an employment or volunteer capacity for any Citadel affiliated programs involving children.

<table>
<thead>
<tr>
<th>Name</th>
<th>Last</th>
<th>First</th>
<th>Middle</th>
</tr>
</thead>
</table>

Other names you have used (including maiden name):

<table>
<thead>
<tr>
<th>Name</th>
<th>Last</th>
<th>First</th>
<th>Middle</th>
<th>Date of Use</th>
</tr>
</thead>
</table>

Date of Birth: Month ____ Day _____ Year _______

Current Address: ____________________________

City, State, Zip: ___________________________

Drivers License #: ___________________ Social Security Number: ________________

Previous Addresses for last five (5) years (include college and home addresses):

<table>
<thead>
<tr>
<th>Address</th>
<th>City, State, Zip</th>
<th>Dates:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>City, State, Zip</td>
<td>Dates:</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City, State, Zip</td>
<td>Dates:</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>City, State, Zip</td>
<td>Dates:</td>
<td></td>
</tr>
</tbody>
</table>

(Use a separate sheet if necessary)

Criminal and Civil Record

1. Have you ever been convicted of a violation of any local, State, or Federal law other than minor traffic violations? (This includes a plea of guilty or no contest.)
   
   YES  NO

If yes, please explain. For each conviction, include the crime for which you were convicted or plead guilty, the date of conviction, the court (including city and state,), and the sentence imposed.

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

2. Have you ever been adjudged liable for civil penalties or damages involving sexual or physical abuse of children?
   
   YES  NO

If yes, please explain: (Use a separate sheet, if necessary.)

___________________________________________________________________________________

Annex B, Form 7
3. Are you now or have you ever been subject to any court order involving sexual or physical abuse of a minor, including, but not limited to a domestic order or protection?  

___ YES  ___ NO  

If yes, please explain: (Use a separate sheet, if necessary.)  

___________________________________________________________________________________  

___________________________________________________________________________________  

4. Have your parental rights ever been terminated for reasons involving sexual or physical abuse of children?  

___ YES  ___ NO  

If yes, please explain: (Use a separate sheet, if necessary.)  

___________________________________________________________________________________  

___________________________________________________________________________________  

I understand that:  

a. The program may deny employment to any person who answers “yes” to any one of the questions above. If hired and the employer later discovers circumstances that would indicate a “yes” answer to any of the above questions, employment may be terminated immediately.  

b. The information provided on this form is subject to verification, which may include a criminal history check and request from any Central Registry of child abusers.  
   1) I hereby authorize the operators of the above referenced program, and/or The Citadel Human Resources office, to check my personal information against records maintained on the South Carolina Department of Public Safety Crime Records Service, the Sex Offender Database, and other similar State or Federal criminal records.  
   2) I further authorize any law enforcement agency to furnish to The Citadel, or its agent, my criminal conviction record for a misdemeanor or felony offense.  
   3) I hereby release all agents, servants, and employees of The Citadel, the person in charge of such law enforcement agency or department, and all members of such law enforcement agency or department from all liability resulting from the furnishing of this information to The Citadel.  

c. The program may terminate employment or volunteer service of any person if that person is found, regardless of when discovered, to:  
   1) have a history of complaints of abuse of a minor;  
   2) have resigned, been terminated or been asked to resign from a position, whether paid or unpaid, due to complaint(s) of sexual abuse of a minor; and/or  
   3) have falsified or omitted information in this disclosure statement.  

d. This disclosure statement must be updated yearly.  

Signature________________________________________________________Date____________________  

Signature of Minor’s Parent or Guardian ____________________________Date____________________  

The information on this form, together with any attachments, is the property of the program to which you are applying. State law requires that you be informed of the following: (1) you are entitled to request to be informed about the information about yourself collected by use of this form (with exceptions as provided by law); (2) you are entitled to receive and review that information; (3) you are entitled to have the information corrected at no charge to you.
Medical Consent Form

Name:________________________________________________ Date of Birth:_________________
(last name, first name, middle initial)

Parent or Guardian:____________________________________________________________________

Home Phone: (   )___________  Daytime Phone: (   )____________  Daytime Phone: (   ) ____________
(Mother) (Father)
Cell Phone: (   ) ___________  Cell Phone: (   ) ___________

I understand that I will be contacted as soon as possible in the event that my child will need medical attention. If I am not available, please contact:

<table>
<thead>
<tr>
<th>First Emergency Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:_____________________</td>
</tr>
<tr>
<td>Home Phone:</td>
</tr>
<tr>
<td>Work Phone:</td>
</tr>
<tr>
<td>Car Phone:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Second Emergency Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:____________________</td>
</tr>
<tr>
<td>Home Phone:</td>
</tr>
<tr>
<td>Work Phone:</td>
</tr>
<tr>
<td>Car Phone:</td>
</tr>
</tbody>
</table>

Medical Consent: I hereby consent to and authorize the provision of emergency medical treatment for my child by The Citadel Infirmary physician and/or staff until I can be contacted. I also agree to be responsible for the cost of said treatment.

(Parent Signature)   (Date)

Insurance Co.:________________________________________________
Policy:____________________

Family Physician:_____________________ Phone:____________________

Medical Information (Please fill out where applicable.)

Allergies (Describe):

________________________________________________________________

Previous Injuries (Include Dates):

________________________________________________________________

Regular Medication Required (circle one) YES [ ] NO [ ]

Complete Medical Consent Form and return to:
RELEASE AND HOLD HARMLESS AGREEMENT
FOR __________________________
(Must be signed and returned for Student-Athlete to participate)

I am the Parent/Guardian of _____________________________(“Participant”) who is under eighteen years of age, and I am fully competent to sign this Agreement.

I give permission for Participant to participate in (insert legal name of camp) (hereafter “the Sports Camp”). I acknowledge that the risk of injury from the activity involved in (identify sport) is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist. I understand and appreciate the nature of such hazards and risks.

In consideration of Participant being permitted to participate in the Sports Camp, I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of the Sports Camp, The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns, and I assume full responsibility for my child’s participation in the camp.

I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, HEREBY RELEASE AND HOLD HARMLESS the Sports Camp, The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns, ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, that may result from or occur during Participant's participation in the Sports Camp.

I further agree to indemnify and hold harmless the Sports Camp, The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns, from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the Sports Camp.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant’s name: __________ Parent’s / Guardian’s name: __________________________

Signature of Parent or Guardian: __________________________ Date: __________

I also agree to follow all instructions and procedures.

Participant’s Signature: __________________________ Date: __________
RELEASE AND HOLD HARMLESS AGREEMENT
FOR _________________________________
(Must be signed and returned for Student to participate)

I am the Parent/Guardian of _____________________________ (“Participant”) who is under eighteen years of age, and I am fully competent to sign this Agreement.

I give permission for Participant to participate in (insert legal name of camp) (hereafter “the Program”). I acknowledge that there is a risk of injury from the activity involved in (identify sport), including the potential for permanent disability and death. I understand and appreciate the nature of such hazards and risks.

In consideration of Participant being permitted to participate in the Program, I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of the Program, The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns, and I assume full responsibility for my child’s participation in the camp.

I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, HEREBY RELEASE AND HOLD HARMLESS the Program, The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns, (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, that may result from or occur during Participant's participation in The Ed Conroy Camp At The Citadel.

I further agree to indemnify and hold harmless the Program, The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns, from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the Program.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant’s name: __________ Parent’s / Guardian’s name: __________________

Signature of Parent or Guardian: __________________________ Date: _________

I also agree to follow all instructions and procedures.
Participant’s Signature: __________________________________ Date: _________

Annex B, Form 9B
# PHYSICIAN’S CERTIFICATION

If your child has had a medical evaluation (physical examination) within the six (6) preceeding the camp or activity at The Citadel, a copy of the results of this examination may be submitted in lieu of the following form.  If a copy is not available, a physical examination must be conducted by a licensed healthcare practitioner within six (6) months prior to the camp or activity. This medical evaluation (physical examination) also is required if your child is currently under medical care, takes a prescribed medication, requires a medically prescribed diet, has had an injury or illness during the past six (6) months, that limited activity for a week or more, has ever lost consciousness during physical activity, or has suffered a concussion from a head injury.

Participant's Name: ___________________________ Social Security No.: ____________

---

NOTE TO LICENSED HEALTHCARE PRACTITIONERS*: The person being evaluated will be attending one or more weeks of camp in Charleston, South Carolina. The person may be participating in strenuous athletic activities outdoors in temperatures that often reach 95 degrees during the summer. Please review the health history with the participant for any interim changes. Explain any abnormal evaluations.

| Height: _______ | Weight: _______ | Blood Pressure: _______ |
| Eyes: _______ | Glasses/Contacts: _______ | Extremeties: _______ | Hearing: _______ |
| Heart: _______ | Nose: _______ | Skin: _______ |
| Throat: _______ | Lungs: _______ | Genitalia: _______ |
| Teeth: _______ | Braces: _______ | Abdomen: _______ | Hernia: _______ |
| Posture (Spine): _______ | Allergies to Medications: _______ |

Other Allergies (Please specify type and severity): ____________________________

---

PHYSICIAN’S EVALUATION:

Does participant have chronic medical problems, emotional difficulties or behavioral issues of which you are aware?  
☐ YES  ☐ NO

If YES, describe the condition and list prescribed medications and dosing instructions.

Recommendations and/or restrictions (i.e. diet, swimming, etc.):

---

Please Note:

6  Medications will only be dispensed from original pharmacy containers.
6  All medications will be dispensed by the Infirmary exactly as directed on the medication label.

Notes:

(Examing Physician)

Address: ___________________________
Telephone: ___________________________
Date: ___________________________  Annex B, Form 10

If glasses or contact lens are worn, you should bring an extra pair of glasses, for emergencies.
PROGRAM INCIDENT REPORT FORM

Instructions
Complete all information as soon as possible (within 24 hours) of any incident involving injury to or affecting the health or safety of a participant. If there are any witnesses involved, obtain a statement from each individual indicating his/her recollection of the incident. Upon completion of this form, forward a copy to The Citadel Risk Management and Safety Officer.

Program Name: ___________________________________________ Date: ____________

Name of Person Involved: ____________________________  Age _____ Sex ________ Camper Staff Visitor
Address: ____________________________________________ Phone ______________

Additional Person Involved: ____________________________  Age _____ Sex ________ Camper Staff Visitor
Address: ____________________________________________ Phone ______________

Additional Person Involved: ____________________________  Age _____ Sex ________ Camper Staff Visitor
Address: ____________________________________________ Phone ______________

Counselor/Reporting Party: ____________________________________________
Address: ____________________________________________ Phone ______________

Date of Incident: ___________________________________ Time of Incident: ______________
Location of Incident: ___________________________________________________________________

Detailed Description of Incident: (Use separate sheets as necessary. Include a diagram if possible)
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

Was injured participating in any activity at the time of injury? ___ Yes ______ No.
If “yes,” describe activity:

Identify any equipment involved, if any:

Did Citadel Public Safety Respond? ____________ Yes ____________ No
If Yes: Officer Responding __________________________________________
Incident Report Number __________________________________________

Did Anyone Receive Medical Attention? ____________ Yes ____________ No
If Yes: Where __________________________________________
Transport Provided By __________________________________________

Was any other action taken by the camp operator? __________________________________________

Were parents notified? ____________ Yes ____________ No
If Yes: Method of Notification: ______ Writing ______ Phone ______ Other (Describe ______)
By Whom: __________________________________________ Position ________ Phone ___________

Parent’s Response: __________________________________________
Witness(es) (Please note the name and contact information for any witnesses to the incident):
Name: ___________________________ Telephone Number: ______________
Address: ______________________________________________________________________________

Name: ___________________________ Telephone Number: ______________
Address: ______________________________________________________________________________

Reporting