

Policy Name: Minors on Campus

Policy Approvals/Endorsement/Notice Required:

	Name	Signature	Date
Executive Director	Trish Murphy	<i>Trish Murphy</i>	08/22/2025
Vice President			
PEC (Notice or review)	Yes		
All University Committee (Notice or review)	N/A		
President (Notice or review)	John D. Keenan	<i>John D. Keenan</i>	8/25/25
Board of Trustees (notice)	N/A		

University Administrative Policy

Policy Name: Minors on Campus

Responsible Office: Student Life

Originator of the Policy: Executive Vice President, Scott James

Effective Date: May 28, 2014

Revision History: July 22, 2025

Review Date: Every two years

Web Link: <https://records.salemstate.edu/>

1. Rationale

The Salem State University Campus provides an environment conducive to academic and occupational activities performed by students and employees. In order to ensure the safety of any child that is on campus, and to assure the professional, efficient, performance of academic pursuits, operations, and services, the university cannot routinely accommodate unsupervised minors in campus workplaces, classrooms, or any other venue or circumstance on campus.

The university, however, encourages safe, supervised campus visitations by minors for the purposes of making decisions about their academic future; attending educational, cultural, and sporting events and camps; and authorized use of facilities, such as those found at the O’Keefe Athletic Complex and fields, in academic buildings, or the theater.

This policy, therefore, is intended to apply only to that population of minors who are **not** enrolled as students at the university.

2. Statement of Policy

Establishment

The purpose of this policy is to promote the safety of minors on campus. This policy requires the following:

- A. All employees must report suspected, observed, or disclosed child abuse to University Police.
- B. Pre-employment CORI and SORI checks will be completed for all benefitted employees, for all non-benefitted employees, including student employees, and volunteers who will be working directly with minors as part of their responsibilities at the university.
- C. All benefitted and non-benefitted employees including student employees, and volunteers, working directly with minors will complete an on-line training program.
- D. All third parties bringing or hosting minors on campus are required to sign an agreement in which they attest to certain safeguards, including CORI screening, of those employees and volunteers working with minors on the university’s campus; and
- E. This policy will be reviewed every two years to ensure all procedures are being followed.

3. Scope

This policy shall apply to all employees of the university, including faculty, staff, contract employees, student employees and volunteers, as well as third party organizations or groups who seek to host minors on the university’s campus buildings, and on grounds affiliated with the university, but excluding spaces owned or leased by the university, such as the Enterprise Center, that are occupied by private entities not affiliated with the university.

4. Fiscal Considerations

	Direct Costs / Savings / Revenue Generation	Indirect Costs / Savings / Revenue Generation
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Initial Implementation	Training and materials/CORI/SORI checks	None
Ongoing	Training/materials and CORI/SORI checks	Storage of personnel files of those working with minors will be done electronically

5. Definitions

Authorized Adult	An authorized adult is any adult that has complied with the requirements to be present with minors under this policy and who is responsible for either escorting or supervising the child or minors while on campus or participating in any programs. An authorized adult may also be a child's parents or legal guardian.
Mandated Reporter	Any employee who, in the course of their employment interacts with minors, defined as infant to 17 years of age.
Contract Employee	Any non-benefitted employee, working full or part-time, including adjunct faculty members
Employee	Any full or part-time employee of the university, whether benefitted or not, including consultants, graduate assistants, students, contract employees and volunteers. Excludes vendors
Education and Training	All employees must undergo training on recognizing abuse in minors and best practices in keeping minors safe
Minor	Children, including infants to 17 years of age
Title IX Coordinator	The Title IX coordinator is responsible for monitoring the overall implementation of Title IX for the university and coordinating compliance with Title IX in all areas covered by the implementing regulations. <i>Legal Citation: Title IX of the Education Amendments of 1972, and its implementing regulation at 34 C.F.R. Part 106 (Title IX)</i>

6. Responsibilities

Responsible Party	List of Responsibilities
Area Heads	<ol style="list-style-type: none"> 1. Ensure that appropriate CORI/SORI checks are completed on benefitted employees, contract employees, and student employees working directly with minors. 2. Maintain training files for all of the above employees. 3. Understand who is a mandatory reporter of child abuse. 4. Understand what must be reported. 5. Understand to whom the reports must be made. 6. Ensure that employees complete the training within two weeks of their first day of employment.
University Police	<ol style="list-style-type: none"> 1. Reports concerning suspected, observed, or disclosed child abuse must be made to the Salem State University police department. 2. The university police will investigate the report and inform the university president and, if the report is of a sexual nature, inform the Title IX coordinator about any such allegations. 3. The university police will also notify the university's legal counsel, and keep this individual apprised of any further developments.

	4. University Police will coordinate their investigation with DCF and law enforcement agencies as necessary and will cooperate with the authorities concerning the gathering of information when a civil or criminal investigation is conducted.
Title IX Coordinator	<ol style="list-style-type: none"> 1. Each institution of higher education receiving Federal financial assistance must designate at least one professional employee as the Title IX coordinator to oversee compliance efforts and investigate any complaint of sex discrimination. 2. The Title IX coordinator is responsible for monitoring the overall implementation of Title IX for the university and coordinating compliance with Title IX in all areas covered by the implementing regulations. <i>Legal Citation: Title IX of the Education Amendments of 1972, and its implementing regulation at 34 C.F.R. Part 106 (Title IX)</i> 3. The coordinator may work in concert with other university officials, including the dean of students and the director of university police. If the Title IX coordinator does not conduct the investigation of complaints, the coordinator should receive on-going information about the investigation. 4. The coordinator of Title IX for the university is Grace Napolitano.
Member, University Community	1. No member of the university community who receives a complaint of child abuse may ignore it. The complaint should be immediately brought to the university police. No member of the university community who witnesses an action that they believe may constitute child abuse may ignore it. That person should immediately inform the university police of what they witnessed.

7. Procedures

Task	Procedure
Reporting of physical or emotional injury in a child under the age of 18	Report any suspected abuse to the university police. The university police will notify those individuals noted above in Section #6 Responsibilities, University Police.
CORI/SORI checks of all full or part-time faculty, staff, contract employees, or student employees working directly with minors	The employee's area head will ensure that such checks are completed prior to an employee being allowed to work with a minor.
Training for those working with minors	It shall be the responsibility of the appropriate departmental manager/area head to ensure that training on recognizing abuse in minors and best practices in keeping minors safe is provided to all those individuals working with minors as part of their responsibilities.
Rules for Outside Groups Using University Facilities	1. All outside groups using SSU facilities must sign a contract with the university agreeing to adhere to certain safeguards around working with minors, including performing background checks on all employees or volunteers that will be working with minors on the SSU campus.

	2. No outside group will be allowed to bring minors onto campus unless the aforementioned agreement is executed in advance of their use of campus facilities.
One-Time Events/Programs/Recruitment	<ol style="list-style-type: none"> 1. Programs that are discrete, occasional events for which a large number of volunteers are essential, may elect or adopt measures and safeguards instead of background checks for the one-time volunteers. 2. The measures adopted must include a requirement that the volunteers be working in public places, not alone with minors, and must be supervised by a person whose background has been checked. 3. Programs must compile the names and addresses of the volunteers prior to the event and check the names against the sex offender registry. 4. Volunteers must present photo identification to be checked at the event. Programs adopting this method must have the approval of the area vice president. 5. Student volunteers participating in orientation or recruitment activities with older minors will not be required to undergo a criminal background check or training. Minors coming onto campus for recruitment purposes do not need to execute the release of liability form.

8. Policy Enforcement

Violation(s)	<ol style="list-style-type: none"> 1. Reports of suspected child abuse anywhere on the campus must be made to the Salem State University police department. 2. The university police will investigate the report and inform the university president. <ol style="list-style-type: none"> a. If the abuse is of a sexual nature, Salem State University Police must inform the Title IX Coordinator. b. University Police will coordinate their investigation with DCF and law enforcement agencies as necessary and will cooperate with the authorities concerning the gathering of information when a civil or criminal investigation is conducted. c. The university police will also notify the university's legal counsel, and keep this individual apprised of any further developments.
Potential consequences	If a violation is confirmed, the sanction for the individual involved if an employee, can be termination from the university, in accordance with applicable collective bargaining agreements, and prosecution under applicable Federal and State laws.
How to report	Contact the university's police department 978-542-6111

9. Reference Documents

Policy or Document	Web Address
Massachusetts General Laws, Chapter 51A	https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXVII/Chapter119/Section51A
Title IX of the Education Amendments of 1972 and its implementing regulation	https://www.justice.gov/crt/title-ix-education-amendments-1972
51A: Mandated Reporter Training: Recognizing & Reporting Child Abuse, Neglect and Exploitation	https://51a.middlesexcac.org/
Minor's Release and Waiver Form	Appendix A
Contract with Third Parties with Minors on Campus	Appendix B

10. Contact(s)

Subject	Office or Position	Telephone Number	Email
Policy Clarification	Title IX Coordinator University Police Chief	978.542.2985 978.542.6111	titleix@salemstate.edu policechief@salemstate.edu

11. Effective Date: Upon approval by the president.

12. Dissemination: Electronic to the campus community and posted on the university web site.

13. Review Cycle: Initial review after 2 years; subsequent review every 2 years.

Appendix A**SALEM STATE UNIVERSITY
ASSUMPTION OF RISK, RELEASE, and INDEMNIFICATION**

I, the undersigned, on behalf of my child, do voluntarily assume sole and full responsibility for all risks (including personal injury, accident, death, or property damage or loss) arising out of my child's residence at Salem State University and/or participation in an activity/program on campus. I voluntarily release, waive, and discharge the Commonwealth of Massachusetts, Massachusetts State Building Authority, and Salem State University, and all respective trustees, officers, faculty, employees, and agents from any and all liability, claims, actions, damages, injury, loss, or liability arising out of my child's residence at Salem State University and/or participation in an activity/program on campus. I further agree to indemnify the Commonwealth of Massachusetts, Massachusetts State Building Authority and Salem State University, and all respective trustees, officers, faculty, employees, and agents and save them harmless from any and all claims, actions, damages, injury, loss, or liability arising in any way from my child's participation in arising out of my child's residence at Salem State University and/or participation in an activity/program on campus.

Signature of Parent/Legal Guardian

Date

Printed Name of Parent/Legal Guardian

Name of Child

Name of Program

Appendix B

SALEM STATE UNIVERSITY CONTRACT FOR USE OF PREMISES WITH MINORS

In consideration of the use of Salem State University (SSU) facilities/grounds/fields,

_____ (hereinafter
"Organization"), does hereby execute this legally binding contract and understands, acknowledges and
agrees that it is in compliance with the following statements and conditions:

1. Organization will comply with SSU policy entitled "Minors on Campus," attached hereto.
2. All employees and volunteers of Organization working with minors using SSU facilities/grounds/fields have had criminal background checks in accordance with MGL c. 6 §172G and §172H, and MGL c. 71, §38R with no adverse findings that would disqualify them from working with children, including any criminal finding involving sex crimes.
3. All employees of Organization who will be transporting minors to and from the SSU facilities have had driver's checks.
4. Organization understands that Salem State University urges and encourages Organization to require those employees will be working with minors on the SSU facilities/grounds/fields to undergo training on best practices in child abuse prevention and in recognizing signs of abuse.
5. Organization has in place a plan for weather emergencies, if the program is held out-of-doors.
6. Organization adheres to age and program appropriate levels including access to, communication with, supervision of, and standards for physical contact, with children.
7. Organization is in possession of appropriate forms and can readily access appropriate forms including permission forms and medical contact information.
8. Organization agrees to indemnify and hold Salem State University harmless for the acts or omission of other program participants or employees or agents in any situation involving those minors for whom Organization is responsible.
9. Organization will provide the attached release and hold harmless agreement for each child who will be attending programs at SSU fourteen (14) days in advance of the first day of the use of SSU facilities/grounds/fields.
10. Attached is Organization's insurance certificate. Organization is covered for child molestation/sexual assault.

Signing of this contract does not in any way supersede or replace requirements placed on Organization by state law or federal law with regard to the supervision and care of minors.

Signed by authorized signatory,

Name of Organization

Authorized Signatory Name (Print)

Authorized Signature

Date