Administrative Council

January 20, 2021

The Administrative Council met Wednesday, January 20, 2021, at 4:00 p.m., via Zoom. Participating in the meeting were Dr. Suzanne Shipley, Dr. James Johnston, Dr. Keith Lamb, Mr. Fred Dietz, Mr. Tony Vidmar, Mr. Barry Macha, Ms. Leigh Kidwell, Dr. Kristen Garrison, Mr. Matthew Park, Ms. Debbie Barrow, Mr. Kyle Owen, Ms. Dawn Fisher, Ms. Cassie O'Brien, Ms. Reagan Foster, and Ms. Shelbi Stogdill. Mr. Jim Hall and Mr. Patrick Coggins participated in a portion of the meeting to discuss specific items.

   a. Mr. Hall reported that the key change in the policy was the addition of references to controls. He added that on the last page of the policy, the specific names of individuals were replaced with position titles so that the policy would not need to be updated due to personnel changes. Mr. Hall noted that the Faculty Senate and Staff Senate had reviewed the policy. This item was approved and will be placed on the February Board agenda. Ms. Barrow asked for an explanation of the policy changes that could be included in the Board Book.

B. **Interlocal Cooperation Agreements (Attachments)**
   a. Mr. Macha presented two interlocal agreements between MSU and the City of Wichita Falls and two between MSU and Wichita County. These agreements establish formal working mutual-aid relationships in support of police, fire, and emergency services. Mr. Macha noted that an agreement was currently in place with the City, and the proposed agreement expands on the current one. Mr. Macha mentioned that these agreements had not been routed through the governance groups since they weren't policy related. This item was approved and will be placed on the February Board agenda. Ms. Barrow asked for a description of the agreements and the recommendation to include in the Board Book. Dr. Shipley asked Mr. Macha to follow up with Dr. Carlsom in the event he had questions.

C. **Proposed Policy Change – UPP 4.146 Honorific and Gift-Related Naming (Attachment)**
   a. Mr. Vidmar reported that this policy was reviewed as part of the regular review process. He noted that some changes were to correct errors in titles. He added that he worked with Mr. Macha to bring the policy into congruence with Texas Tech University System policies. Mr. Vidmar reported that the Faculty Senate and Staff Senate had reviewed the policy. President Shipley asked about the wording in
section V.B.2 regarding criteria for gift-related namings. She indicated that it was unclear if the minimum donation required related to the building's overall cost or the cost of a project within the building. The Council approved this item for placement on the February Board agenda with the understanding that Mr. Vidmar and Mr. Macha would work with Dr. Shipley to clarify the intent of this section. Ms. Barrow asked Mr. Vidmar to provide an explanation of the policy changes that could be included in the Board Book.

D. **Youth Protection Program Guidebook (Attachment)**
   a. Dr. Lamb reported that this Guidebook was the result of an audit previously performed by Ms. Kidwell. He noted that Ms. Angie Reay had done an outstanding job putting this document together with the assistance of Mr. Macha. He added that the Faculty Senate and Staff Senate had reviewed the Guidebook. This item was approved for placement on the February Board agenda.

[Signed] Suzanne Shipley, Chair

[Signature]

[Debbie Barrow reporting for]
Jennifer Smith, Secretary
(Absent)
Policy 4.197: Information Resources Use and Security Policy

Approved 05-11-2017
Next Scheduled Review: 11-2021

I. Policy Statement

It is the policy of Midwestern State University (MSU or University) to:

- Protect information resources based on risk against accidental or unauthorized disclosure, modification, or destruction and assure the confidentiality, integrity, and availability of University data;
- Appropriately reduce the collection, use, or disclosure of social security numbers contained in any medium, including paper records;
- Apply appropriate physical and technical safeguards without creating unjustified obstacles to the conduct of the business of the University and the provision of services to its many constituencies; and
- Comply with applicable state and federal laws, rules, and regulations and University policies and procedures governing information resources.

II. Reason for Policy

Texas Government Code §2054.001 provides that information and information resources possessed by agencies of state government are strategic assets belonging to the residents of this state and must be managed as valuable resources, and it is the policy of this state to coordinate and direct the use of information resources technologies by state agencies and to provide the most cost-effective and useful retrieval and exchange of information between such agencies and branches of state government and the residents of this state and their elected representatives. University assets must be available and protected commensurate with their value and must be administered in conformance with federal and state laws, rules, and regulations, and University policies.

MSU Policy 4.197 provides requirements and guidelines to: establish accountability and prudent and acceptable practices regarding the use and safeguarding of the University’s information resources; protect the privacy of personally identifiable information contained in the data that constitutes part of its information resources; ensure compliance with applicable University policies and state and federal laws, rules, and regulations regarding the management and security of information resources; and educate individual users with respect to the responsibilities associated with use of the University’s information resources.

MSU Policy 4.197 serves as the foundation for the University’s information security program, and provides the University’s Chief Information Security Officer the authority to develop an MSU Information Security Handbook to implement procedures necessary for a
successful information security program in compliance with MSU Policy 4.197 and applicable state and federal laws, rules, and regulations.

III. Application of Policy

This policy applies to:

- All information resources owned, leased, operated, or under the custodial care of the University;
- All information resources owned, leased, operated, or under the custodial care of third-parties operated on behalf of the University; and
- All individuals accessing, using, holding, or managing University information resources on behalf of the University.

To the extent this policy conflicts with MSU Policy 4.181 (Information Technology Policies and Procedures) this policy controls.

IV. Definitions

a. *Business Continuity Planning* - the process of identifying mission critical information systems and business functions, analyzing the risks and probabilities of service disruptions and outages, and developing procedures to continue operations during outages and restore those systems and functions.

b. *Catalog* – the Texas Department of Information Resources’ (DIR) Security Control Standards Catalog.

c. *Category I Confidential Information* – confidential information that must be protected from unauthorized disclosure or public release based on state or federal law (e.g., the Texas Public Information Act, and other constitutional, statutory, judicial, and legal agreement requirements).

d. *Category II Sensitive Information* – sensitive information that could be subject to release under the Texas Public Information Act and should be controlled prior to release.

e. *Category III Public Information* – public information available for release as described in the Texas Public Information Act.

f. *Chief Information Officer (CIO)* – the person responsible for information resources across the whole of the University and implementing security controls in accordance with the University’s information security program; also serves as the information resources manager (IRM) as defined in Chapter 2054, Subchapter D, Texas Government Code.

g. *Chief Information Security Officer (CISO)* – the person responsible for the administration and management of the University’s information security program and developing the Information Security Handbook in accordance with this policy.

h. *Data* – elemental units, regardless of form or media, which are combined to create information used to support University business processes. Data may include but are not limited to: physical media, digital, video, and audio records, photographs, negatives, etc.

i. *Incident* - a security event that results in, or has the potential to result in a breach of the confidentiality, integrity, or availability of information or an information resource. Security incidents result from accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or modification of information resources or information.
j. **Information** - data as processed, stored, or transmitted by a computer that the University administration is responsible for generating, collecting, processing, accessing, disseminating, or disposing of in support of a business function.

k. **Information Resources** - the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

l. **Information Resources Custodian (Custodian)** – an individual, department, or third-party service provider responsible for keeping and protecting information for the information owner.

m. **Information Resources Manager (IRM)** – the executive responsible for information resources across the whole of the University as defined in Chapter 2054, Subchapter D, Texas Government Code. This is the Chief Information Officer at MSU.

n. **Information Resources Owner (Owner)** – entity or person that can authorize or deny access to certain information resources, and is responsible for its accuracy, integrity, and timeliness. Note: In the context of this policy and associated standards, owner is a role that has security responsibilities assigned to it by TAC §202.72; it does not imply legal ownership of an information resource. All University information resources are legally owned by the University.

o. **Information Security** - the protection of information and information resources from threats in order to ensure business continuity, minimize business risks, and maximize the ability of the University administration to meet its goals and objectives. Information Security ensures the confidentiality, integrity and availability of information resources and information.

p. **Information Security Handbook** - the University’s Information Security Handbook establishes the information security program framework for the University administration in accordance with this policy.

q. **Information Security Program** - collection of controls, policies, procedures, and best practices used to ensure the confidentiality, integrity, and availability of University-owned information resources and information.

r. **Information System** - is any organized system for the collection, organization, storage and communication of information; normally includes hardware, software, network infrastructure, information, data, applications, communications, and people.

s. **Least Privilege** – the security principle that requires application of the most restrictive set of privileges needed for the performance of authorized tasks. The application of this principle limits the damage that can result from accident, error, or unauthorized use.

t. **Mission Critical** - a function, service, or asset that is vital to the operation of the University administration which, if made unavailable, would result in considerable harm to the University and its ability to fulfill its responsibilities.

u. **TAC 202** - Texas Administrative Code, Title 1, Part 10, Chapter 202 – information security standards that apply to all state institutions of higher education.

v. **User** – an individual, automated application, or process that is authorized by the owner to access the resource, in accordance with state and federal law, University policy, and the owner’s procedures and rules. The user has the responsibility to (1) use the resource only for the purpose specified by the owner; (2) comply with controls established by the owner;
and (3) prevent the unauthorized disclosure of confidential information. A user is any
person who has been authorized by the owner of the information to read, enter, or update
that information.

V. Procedures and Responsibilities

a. The University administration is required to adopt and implement an information
security program, including an Information Security Handbook, to ensure compliance
with applicable University policies and state and federal laws, rules, and regulations.
The processes, procedures, controls and standards established to meet the requirements
of this policy shall incorporate: (1) TAC Title 1, Part 10, Chapter 202; (2) NIST Special
Publication 800-53 (Rev. 4); (3) the Texas Security Control Standards Catalog, Version
1.3 (2/26/2016); and (4) other required information protection standards as applicable,
including but not limited to the following:

1. Access Controls: Establishing user identity, administering user accounts, establishing
and monitoring user access to information resources to ensure confidential
information is accessibly only to authorized users as defined in the Catalog, controls
# AC-1, AC-2, AC-3, AC-5, AC-7, AC-8, AC-14, AC-17, AC-18, AC-19, AC-20,
AC-22.

2. Awareness and Training: Requirements to ensure every information resources user
receives adequate and ongoing training on computer security, maintains training
records, and monitors the records for compliance as defined in the Catalog, controls #
AT-1, AT-2, AT-3, and AT-4.

3. Audit and Accountability: Providing the means for authorized personnel to audit and
establish individual accountability; maintain appropriate audit trails for updates to
hardware and software; and maintain a sufficiently complete history to permit an audit
of information resources system as defined in the Catalog, control # AU-1, AU-2, AU-
3, AU-4, AU-5, AU-6, AU-8, AU-9, AU-11, and AU-12.

4. Security Assessment and Authorization: Designating an individual, independent of
the information security program, to annually review the information security
program for compliance and effectiveness and report their assessment to the president
or his/her designee as defined in the Catalog, control # CA-1, CA-2, CA-3, CA-5, CA-
6, CA-7, and CA-9.

5. Configuration Management: Establishing a process to control modifications to
hardware, software, and firmware with documentation to ensure information
resources are protected as defined in the Catalog, controls # CM-1, CM-2, CM-4, CM-
6, CM-7, CM-8, CM-10, and CM-11.

6. Contingency Planning: Develop, distribute, review, update, and communicate a
contingency plan for the information system, coordinate contingency planning
activities, and protect the contingency plan from unauthorized modification as defined
in the Catalog, controls # CP-1, CP-2, CP-3, CP-4, CP-6, CP-9, and CP-10.

7. Identification and Authentication: Establish guidelines to verify the user, process or
device for granting access to information system resources as defined in the Catalog,
controls # IA-1, IA-2, IA-4, IA-5, IA-6, IA-7, and IA-8.

8. Incident Response: Assess the significance of a security incident based on the
business impact and the technical effect, report all incidents immediately to
supervisors and the CISO, and resolve the incident as required by federal and state
rules as defined in the Catalog, controls # IR-1, IR-2, IR-4, IR-5, IR-6, IR-7, and IR-8.

9. Media Protection: Properly dispose of data processing equipment in accordance with Texas Government Code, Section 441.185, including sanitizing or removal of the storage device and keep records documenting all removals as defined in the Catalog, control # MP-1, MP-2, MP-6, and MP-7.

10. Physical and Environmental Protection: Document and manage physical access to mission critical information resource facilities to ensure protection from unlawful or unauthorized access, use, modification or destruction as defined in the Catalog, controls # PE-1, PE-2, PE-3, PE-6, PE-8, PE-12, PE-13, PE-14, PE-15, and PE-16.

11. Planning: Develop and implement a security plan for the information system that provides an overview of the security requirements or the system and describe the security controls in place or planned for meeting those requirements as defined in the Catalog, control # PL-1, PL-2, and PL-4.

12. Program Management: Ensure an information resources security program consistent with state and federal standards and shall designate an information security officer to administer the program as defined in the Catalog, controls # PM-1, PM-2, PM-3, PM-4, PM-5, PM-6, PM-7, and PM-16.

13. Personnel Security: Ensure all authorized users formally acknowledge that they will comply with the security policies and procedures or they will not be granted access to information resources as defined in the Catalog, control # PS-1, PS-2, PS-3, PS-4, PS-5, PS-6, PS-7, and PS-8.

14. Risk Assessment: Perform and document a risk assessment of information resources based on the inherent risk, and present the assessment to the president or his/her designee for approval as defined in the Catalog, control # RA-1, RA-2, RA-3, and RA-5.

15. System and Service Acquisition: Include security requirements and/or security specifications in acquisition contracts and include information security, security testing, and audit controls in all phases of system development or acquisition as defined in the Catalog, controls # SA-1, SA-2, SA-3, SA-4, SA-5, SA-9, and SA-10.

16. System and Communication Protection: Ensure confidential information transmitted over the internet is encrypted, and confidential information stored in a public location is encrypted as defined in the Catalog, controls # SC-1, SC-5, SC-7, SC-8, SC-12, SC-13, SC-15, SC-20, SC-21, and SC-22.

17. System and Information Integrity: Establish a security strategy to proactively detect and respond to security threats and events as defined in the Catalog, controls # SI-1, SI-2, SI-3, SI-4, SI-5, and SI-12.

As required by TAC, Title 1, Part 10, §202.71, the University's information security program shall be reviewed biennially and revised for suitability, adequacy, and effectiveness as needed. This review shall be performed by an individual independent of the information security program. This individual shall be designated by the President of the University.

b. Information Security Roles

1. The University President shall:
(a) ensure the University’s compliance with this policy and associated standards;

(b) designate an individual to serve as the University’s Information Security Officer (CISO) who shall:
   (1) serve in the capacity as required by TAC, Title 1, Part 10, §202.71 (b) with authority for the entire institution;
   (2) report to the University’s Vice President for Administration and Finance (who reports to the President); and
   (3) have a dotted line reporting relationship to the University’s Executive Oversight Compliance and Ethics Committee;

(c) budget sufficient resources to fund ongoing information security remediation, implementation, and compliance activities (e.g., staffing, training, tools, and monitoring activities) that reduce compliance risk to documented acceptable levels;

(d) approve the University’s information security program and ensure compliance with applicable University policies and state and federal laws regarding the management and security of information resources;

(e) in accordance with TAC, Title 1, Part 10, §202.71, designate an individual independent of the University’s information security program to conduct a biennial review of the program for suitability, adequacy, and effectiveness, and ensure such revisions as needed are made; and

(f) ensure appropriate corrective and disciplinary action is taken in the event of noncompliance.

2. The Information Resources Manager (IRM) shall implement security controls in accordance with the MSU information security program. The IRM is the University’s Chief Information Officer (CIO).

3. The Chief Information Security Officer (CISO) is responsible for the administration and management of the University’s information security program and developing the Information Security Handbook in accordance with this policy and shall:
   (a) work in partnership with the University community to establish effective and secure processes and information systems and to promote information security as a core institutional value;

   (b) develop and maintain in accordance with this policy a current and comprehensive institution-wide information security program that is in compliance with applicable University policies and state and federal laws, rules, and regulations regarding the management and security of information resources; and develop and maintain an Information Security Handbook (to be reviewed and updated at least annually and at other times as appropriate) to implement procedures necessary for a successful information security program in accordance with this policy, that includes risk assessment, action
plans, training plans (that include educating individual users with respect to
the responsibilities associated with use of the University’s information
resources), monitoring plans, physical security of information resources and
a perimeter protection strategy, and specific risk mitigation strategies to be
used by owners and custodians of mission critical information resources to
manage identified risks, including business continuity and disaster recovery
plans;

(c) develop and recommend institutional policies subject to approval by the
Board of Regents in accordance with established University policy and
procedures to ensure the protection of University information resources,
including during the development or purchase of new computer applications
or services;

(d) ensure that annual information security risk assessments are performed and
documented by owners of mission critical information resources and
information resources containing confidential information/data;

(e) approve, document, and justify any exceptions to any security controls, and
include such exceptions in the annual report to the University President;

(f) specify and require use of appropriate security software such as anti-
Malware, firewall, configuration management, and other security related
software on computing devices owned, leased, or under the custody of any
department, operating unit, employee, or other individual providing services
to the University;

(g) communicate instances of noncompliance to appropriate administrative
officers for corrective, restorative, and/or disciplinary action;

(h) investigate and manage security incidents and inform the University
President of incidents posing significant risk to individuals, the University,
or other organizations, and report a summary of security-related events to the
Texas Department of Information Resources on a monthly basis;

(i) provide updates to the University’s Executive Oversight Compliance and
Ethics Committee; and

(j) ensure all reporting requirements of TAC, Title 1, Part 10, §202.23 and
§202.73 are met, including but limited to a report, at least annually, to the
University President with copies to the MSU Chief Information Officer and
the University’s Executive Oversight Compliance and Ethics Committee on
the status and effectiveness of information resources security controls for the
whole institution in accordance in with this policy.

4. Functional Roles

(a) Information owners have operational authority for specific information and
are responsible for authorizing the controls for generation, collection,
processing, access, dissemination and disposal of that information.

(b) A custodian is the person responsible for implementing the information
owner-defined controls and access to an information resource. Custodians
are responsible for the operation of an information resource. Individuals who obtain, access, or use information provided by information owners for the purpose of performing tasks also act as custodians of the information and are responsible for maintaining the security of the information. Custodians may include employees, vendors, and any third party acting as an agent of, or otherwise on behalf of, the University administration.

(c) A user is an individual, automated application, or process that is authorized by the owner to access the resource, in accordance with state and federal law, University policy, and the owner’s controls and access procedures and rules. The user has the responsibility to (1) use the resource only for the purpose specified by the owner; (2) comply with controls established by the owner; and (3) prevent the unauthorized disclosure of confidential information. A user is any person who has been authorized by the owner of the information to read, enter, or update that information.

(d) Guests, contractors, consultants, and vendors are considered external parties and shall adhere to this policy.

c. Secure Access and Management of Information and Information Resources

1. All individuals who hold information security roles are responsible for ensuring the confidentiality, integrity, and availability of information and information resources that they access or use.

2. Access to information and information resources shall be managed and controlled and shall be granted according to the principle of least privilege.

3. Information owners and custodians must ensure that access to information and information resources shall be granted to a user only after the user has acknowledged that he or she will comply with this policy and shall be removed upon termination of employment, employment status change or termination of a written agreement. All users who are University employees, including student employees, or who are otherwise serving as an agent or are working on behalf of the University, must formally acknowledge and comply with MSU Policy 4.197 (Information Resources Use and Security Policy) by executing the Information Resources Use and Security Policy Agreement linked hereto and incorporated herein for all purposes. Any deviations from the terms of the agreement must be approved by the University’s Office of the General Counsel.

4. All users of information shall receive annual security awareness training that is based on their information security role.

5. In accordance with applicable laws, this policy, and the University’s Information Security Handbook, information shall be classified by information owners as category I, II, III. Information owners and custodians shall ensure that management, use, and access to information shall be based on its classification. The University’s information/data classification standard consists of three mutually exclusive information/data classifications based on fit within a spectrum indicating the degree to which access to the information/data must be restricted and information/data integrity and availability must be preserved. The three
classifications are as follows:

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<th>Information/Data Classification</th>
<th>Data Classification and Description</th>
<th>Examples</th>
<th>Comments</th>
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<tr>
<td>Confidential Data</td>
<td>Information is classified confidential if it must be protected from unauthorized disclosure or public release based on state or federal law or regulation, and by applicable legal agreement to the extent permitted by law. Historically, this type of information/data has been referred to as Category-I Information/Data.</td>
<td>Patient billing information and protected health information subject to HIPAA or applicable state law. Student education records subject to FERPA. A credit card number associated with an individual's name. A social security number. Medical research information/data that contains protected health information. Certain student loan information subject to the Gramm-Leach-Bliley Act.</td>
<td>Information (Data) cannot simply be declared to be &quot;confidential.&quot; This classification is reserved for information that is protected from public release based on state or federal law, or a legally binding order or agreement. Likewise, data cannot be declared to be &quot;confidential&quot; under all circumstances. Context is an essential element. (In relation to the Federal Standards for Security Categorization of Federal Information and Information Systems, FIPS 199, this category equates to HIGH IMPACT for a Confidentiality, Integrity, and Availability breach.)</td>
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<tr>
<td>Sensitive Data</td>
<td>The sensitive classification applies to information/data that is not generally created for or made available for public consumption, but may be subject to release to the public through request via the Texas Public Information Act or similar state or federal law. Historically, this type of information/data has been referred to as Category-II Information/Data.</td>
<td>Operational records, operational statistics, employee salaries, budgets, expenditures. Internal communications that do not contain confidential information. Research information/data that has not yet been published, but which does not contain confidential information protected by law or applicable legal agreement.</td>
<td>This classification likely encompasses the greatest volume of information/data within the University. (In terms of FIPS 199, this category equates to MODERATE IMPACT for a Confidentiality, Integrity, and Availability breach.)</td>
</tr>
<tr>
<td>Public Data</td>
<td>Published Information/Data includes all Data made available to the public through posting to public websites, distribution through Email, Social Media,</td>
<td>Statistical reports, fast facts, published research, unrestricted directory information, educational content available to the public at no cost.</td>
<td>Information can migrate from one classification to another based on information life-cycle. Unpublished research may fit the criteria of &quot;controlled information&quot; until published upon</td>
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6. Information and information resources shall be protected in accordance with the

| print publications, or other Media. *Historically, this type of Information/Data has been referred to as Category-III Information/Data.* | which it would become published information. (In terms of FIPS 199, this category equates to LOW IMPACT for a Confidentiality, Integrity, and Availability breach.) |
controls required under this policy and the University’s Information Security Handbook and shall be implemented to ensure their logical and physical protection during all phases of their lifecycles.

7. Risks to information resources shall be managed in accordance with the requirements of this policy and the University’s Information Security Handbook. The expense of security safeguards shall be commensurate with the value of the information and information resources being protected.

(a) The University’s President will commission University-wide security risk assessments of information resources as required in 1 Texas Administrative Code §202.72, as amended.

(b) The University’s President and the Chief Information Security Officer will develop risk management plans to address risks identified in the risk assessments of information resources.

(c) The University’s President or her/his designee is responsible for approving the applicable risk management plan and making risk management decisions based on the risk assessment and either accept exposures or protect the data according to its value/sensitivity.

(d) If a public information request for the risk management plan or a risk assessment is received, the Office of the General Counsel for the University shall determine whether the requested information is exempt from disclosure under §2054.077(c) of the Texas Government Code.

d. Information Security Incident Management

1. The University’s Chief Information Security Officer is responsible for managing security incidents.

2. Security incidents shall be reported to the University’s Chief Information Security Officer and investigated promptly. All users shall cooperate during incident investigations and shall maintain the confidentiality of incidents and associated activities during all phases of incident handling.

e. Business Continuity Planning

Business continuity and disaster recovery plans shall be created and maintained for mission critical resources in accordance with the requirements of this policy and the University’s Information Security Handbook.

f. Security Exceptions

Exceptions to security controls may be issued by the University’s Chief Information Security Officer. Such exceptions shall be documented and justified and included in the annual report to the University President.

g. Sanctions

Penalties for violating this policy and/or the University’s Information Security Handbook include, but are not limited to, the following: disciplinary action, access and usage loss, employment termination, criminal prosecution, civil litigation, and fines. Disciplinary actions imposed for violations of this policy may be grieved or appealed by the individual who is disciplined pursuant to existing University policies and
procedures.
VI. Related Statutes, Policies & Procedures and Websites

a. Information Resources Use and Security Policy Agreement
b. MSU Information Resources Use and Security Handbook
c. MSU Policy 4.181 - Information Technology Policies and Procedures
d. Texas Administrative Code, Title 1, Part 10, Chapter 202, Subchapter C §202.70, 202.71; 202.72; 202.73; 202.74; 202.75; 202.76
e. Texas Administrative Code, Title 1, Part 10, Chapter 203, Subchapter C
c. Texas DIR Security Control Standards Catalog V1.3
f. Texas Public Information Act, §552.139
g. National Institute of Standards and Technology Controls (NIST) Special Publication 800-53r4, Security and Privacy Controls for Federal Information Systems and Organizations
h. Payment Card Industry Data Security Standards
i. Texas Penal Code Chapter 33 (Computer Crimes), 33A (Telecommunications Crimes)

VII. Responsible Office(s)

Questions or comments regarding this Policy should be directed to:

Vice President for Administration & Finance
vpal@msutexas.edu
Extension 4117

Chief Information Security Officer
ciso@msutexas.edu
Extension 4680

VIII. History

Approval - Board of Regents 05 11, 2017
STATE OF TEXAS §
COUNTY OF WICHITA §

INTERLOCAL COOPERATION AGREEMENT

This Agreement ("Agreement") entered into by and between the City of Wichita Falls, Texas ("City"), a Texas municipal corporation, and Midwestern State University ("MSU" or "University"), a coeducational institution of higher education organized under the laws of the State of Texas and located in Wichita Falls, Wichita County, Texas. City and MSU may be referred to herein individually each as a "Party" or together as the "Parties."

WHEREAS, the City and MSU desire to maximize the efficiency and effectiveness of police, fire and emergency medical services; and

WHEREAS, this Interlocal Cooperation Agreement has been authorized by the governing bodies of the City and MSU; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, each Party required to make any payments hereunder shall do so from current available revenue; and

WHEREAS, the Parties have previously entered into an Interlocal Cooperation Agreement that has been amended from time to time; and

WHEREAS, the Parties desire to enter into a new Interlocal Cooperation Agreement for public safety and municipal court services;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The term of this Agreement shall be for one (1) year beginning on the last date all Parties have executed this Agreement ("Effective Date") and shall automatically renew annually on the anniversary of the Effective Date for additional one (1) year terms unless either Party gives written notice of termination thirty (30) calendar days prior to the expiration of the then current term.

2. **Jurisdictional Agreements:** The City and MSU agree to exchange and provide certain governmental functions and services in the following manner:

   A. In accordance with Section 51.203 (Campus Peace Officers) of the Texas Education Code, the primary jurisdiction of MSU campus peace officers includes Wichita County, Texas and within such jurisdiction such officers: (1) are vested with all the powers, privileges, and immunities of peace officers; (2) may, in accordance with Chapter 14, Texas Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and (3) may enforce all traffic
laws on streets and highways (which includes the property depicted in Exhibit "A" and those public streets within the city limits of the City of Wichita Falls which are contiguous to the MSU campus; specifically Taft Boulevard, Hampstead Lane and Midwestern Parkway).

B. MSU Police Department ("MSU PD") will exercise primary, non-exclusive jurisdiction over the property depicted in Exhibit "A" (MSU map) attached hereto.

C. MSU PD's exercise of jurisdiction over the property depicted in Exhibit "A" will consist of the provision of all police services, except as otherwise specified in this Agreement, on property owned or under the control of MSU.

D. Subject to the Parties' discretion as to participation and determination of availability of personnel and resources, and upon the request of either Party, either Party may assign its law enforcement officer(s) and resources to perform law enforcement duties within the requesting Party's jurisdiction, provided the chief law enforcement officer of the requesting jurisdiction, or said officer's designee, has determined the assignment is necessary. The judgment of the said officer or said officer's designee shall be final.

E. The chief law enforcement officer of either Party, or said officer's designee, in said officer's sole discretion, may at any time withdraw assignees and discontinue participation in any activity initiated pursuant to this Agreement.

F. An assignee shall be a peace officer with all the same powers he might have when within the territorial limits of the Party for which the assignee is regularly employed, and the assignee's qualifications for office where regularly employed shall constitute the assignee's qualifications for office within the jurisdiction of the requesting Party, and no other oath, bond or compensation need be made. Additionally such assignee shall have the same investigative authority as if the assignee were investigating criminal activity within the jurisdictional limits of the Party for which the assignee is regularly employed.

G. Any assignee shall receive the same wage, salary, pension, and any and all other compensation and other rights for such service, including injury or death benefits, and workers compensation benefits, equipment, clothing, and vehicles, the same as though the service had been rendered within the jurisdictional limits of the Party where the assignee is regularly employed. Moreover, all wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses and expenses for travel, food and lodging shall be paid by the Party which regularly employs said assignee in the same manner as though the service had been rendered within the jurisdictional limits of the Party where said assignee is regularly employed.

H. Upon the request of the MSU Chief of Police or designee, Wichita Falls Police Department (WFPD) agrees to provide to MSU Police Department (MSU PD) specialized personnel and resources, such as SWAT and crime scene investigation unit, with the WFPD Chief of Police's, or designee's, approval. In the event MSU PD requests such assistance to assist with any incident occurring on the MSU owned or controlled property, the command of any such unit will remain with the WFPD chain of command.

I. Service of Arrest and Search Warrants: Unless otherwise required to respond to an
emergency situation, MSU and WFPD will generally attempt to comply with the following guidelines:

a. When WFPD executes a warrant on any property owned or under control of the University, WFPD will contact the MSU PD and request a University police officer to accompany the officers. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant.

b. When MSU PD executes a warrant within the city limits of the City, but off MSU property, MSU PD will contact the WFPD and request a WFPD police officer to accompany the officers.

3. **Communications:**

A. The WFPD will assign to the MSU PD a radio call number to be used when authorized to communicate on WFPD radio frequency.

B. The Communications Division of the WFPD shall serve as the primary public safety answer point ("PSAP") for 9-1-1 calls originating from residential properties within the City, including MSU properties.

C. MSU PD shall maintain a secondary PSAP on a twenty-four (24) hour per day, seven (7) day per week basis.

D. The City shall be responsible for the placement of orders for all 9-1-1 equipment and services for WFPD with AT&T or other applicable telecommunications company.

E. The City shall provide primary call and dispatch service for all fire and emergency medical service calls.

F. The City shall forward all police related calls for service originating from MSU property to the MSU secondary PSAP.

4. **Court Service:**

A. The City shall provide full municipal court services including municipal court prosecution for MSU for criminal cases consisting of moving traffic offenses which are:
   a. violations of Subchapter E of Chapter 51 of the Texas Education Code; or
   b. rules and regulations promulgated under said subchapter.

If requested by MSU, the Wichita Falls Municipal Court shall separately account for all fines, cost, bonds, or other funds pertaining to said violations.

B. The City shall provide the municipal court prosecution services including the preparation and filing of all complaints or other documents necessary for the municipal court prosecution of any moving traffic offense which is a violation of Subchapter E of Chapter 51 of the Texas Education Code, or any rules or regulation promulgated thereunder.

C. The Wichita Falls Municipal Court shall notify the MSU PD offices through a mutually agreeable procedure of any cases scheduled before the municipal court.

D. MSU shall provide the Wichita Falls Municipal Court with certified/authenticated copies of the rules and regulations adopted by the governing board of MSU pursuant to
Subchapter E of Chapter 51 of the Texas Education Code, and any amendments thereto. MSU will cooperate in providing availability of its employees for Wichita Falls Municipal Court testimony who are witnesses in cases brought pursuant to this agreement. The Wichita Falls Municipal Court will send notices for required testimony to the Chief of Police of the MSU Police Department. The Chief of Police will coordinate distribution of the notice to appear to the relevant MSU employees.

E. MSU shall comply with the Wichita Falls Municipal Court policies and procedures for the filing of citations and/or criminal cases pertaining to moving traffic offenses which are violations of Subchapter E of Chapter 51 of the Texas Education Code or any rules or regulations promulgated thereunder.

F. As payment for the services to be provided by City to MSU under this Agreement, MSU agrees, to the extent allowed by law, that all fines and costs assessed and collected by the Wichita Falls Municipal Court shall be forfeited to the City in payment for said services.

5. **Clergy Act Compliance:**

The Parties acknowledge that the University is required by federal law to comply with all aspects of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. In order to facilitate the University’s compliance with the Act, the Parties agree:

A. That the University is required to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from WFPD annually. WFPD agrees to cooperate with the University and undertake reasonable efforts to respond to the University’s request for crime statistics.

B. That the University is required to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

C. If WFPD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University’s students, faculty or staff, WFPD shall notify MSU PD so that MSU PD can determine whether an emergency notification or timely warning should be issued by the University.

D. That the University is required to maintain a daily list of all criminal incidents and alleged criminal incidents that occur on and around campus. WFPD agrees to notify the MSU PD as soon as practical of any criminal incidents or alleged criminal incidents that are reported as having occurred on University property, or on public property immediately adjacent to University property.

6. **Notice:** All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing or by hand.
delivery or facsimile transmission to the address set forth below:

If intended for the City: City Manager
City of Wichita Falls
1300 7th Street, Wichita Falls, Texas 76301

with copy to: Wichita Falls City Attorney
1300 7th Street,
Wichita Falls, Texas 76301

If intended for MSU PD: Chief of Police
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

With copy to: General Counsel
Midwestern State University
3410 Taft Blvd.
Wichita Falls, TX 76308

7. Amendment: This Agreement may be amended by the mutual agreement of the Parties in writing and attached to and incorporated in this Agreement.

8. Laws Governing: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Wichita County, Texas.

9. Enforceability: In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

10. Headings: Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

11. No Third Party Beneficiaries: Nothing herein shall be construed to give any rights or benefits to anyone other than the City and MSU. Failure to comply with any of the provisions of this agreement shall not invalidate any action taken pursuant to this Agreement or grant any rights to any person suspected or charged with a crime.

12. Entire Agreement: This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

13. Authorization: By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

14. Counterpart: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
EXECUTED this ______ day of ______________, 202__.

CITY OF WICHITA, TEXAS

______________________________
Darron Leiker, City Manager

MIDWESTERN STATE UNIVERSITY

______________________________
Suzanne Shipley, President

ATTEST:

______________________________
Marie Balthrop, City Clerk

APPROVED AS TO FORM:

______________________________
Barry L. Macha, General Counsel

APPROVED AS TO FORM:

______________________________
Kinley Hegglund, City Attorney
STATE OF TEXAS §
COUNTY OF WICHITA §

INTERLOCAL COOPERATION AGREEMENT

This Agreement ("Agreement") entered into by and between the County of Wichita ("County"), and Midwestern State University ("MSU" or "University"), a coeducational institution of higher education organized under the laws of the State of Texas and located in Wichita Falls, Wichita County, Texas. County and MSU may be referred to herein individually each as a "Party" or together as the "Parties."

WHEREAS, the County and MSU desire to maximize the efficiency and effectiveness of police services; and

WHEREAS, this Interlocal Cooperation Agreement has been authorized by the governing bodies of the County and MSU; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, each Party required to make any payments hereunder shall do so from current available revenue; and

WHEREAS, the Parties have previously entered into an Interlocal Cooperation Agreement that has been amended from time to time; and

WHEREAS, the Parties desire to enter into a new Interlocal Cooperation Agreement for police services;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term:** The term of this Agreement shall be for one (1) year beginning on the last date all parties have executed this Agreement ("Effective Date") and shall automatically renew annually on the anniversary of the Effective Date for additional one (1) year terms unless either Party gives written notice of termination thirty (30) calendar days prior to the expiration of the then current term.

2. **Jurisdictional Agreements:** The County and MSU agree to exchange and provide certain governmental functions and services in the following manner:

   A. In accordance with Section 51.203 (Campus Peace Officers) of the Texas Education Code, the primary jurisdiction of MSU campus peace officers includes Wichita County, Texas and within such jurisdiction such officers: (1) are vested with all the powers, privileges, and immunities of peace officers; (2) may, in accordance with Chapter 14, Texas Code of Criminal Procedure, arrest without a warrant any person who violates a law of the state; and (3) may enforce all traffic laws on streets and highways (which includes the property depicted in Exhibit "A" and those public streets within the city...
limits of the City of Wichita Falls which are contiguous to the MSU campus; specifically Taft Boulevard, Hampstead Lane and Midwestern Parkway).

B. MSU Police Department ("MSU PD") will exercise primary, non-exclusive jurisdiction over the property depicted in Exhibit "A" (MSU map) attached hereto.

C. MSU PD's exercise of jurisdiction over the property depicted in Exhibit "A" will consist of the provision of all police services, except as otherwise specified in this agreement, on property owned or under the control of MSU.

D. Subject to the Parties' discretion as to participation and determination of availability of personnel and resources, and upon the request of either Party, either Party may assign its law enforcement officer(s) and resources to perform law enforcement duties within the requesting Party's jurisdiction, provided the Chief Law Enforcement Officer of the requesting jurisdiction, or said officer's designee, has determined the assignment is necessary. The judgment of the said Officer or said officer's designee shall be final.

E. The Chief Law Enforcement Officer of either Party, or his designee, in his sole discretion, may at any time withdraw his Assignees and discontinue participation in any activity initiated pursuant to this Agreement.

F. An assignee shall be a peace officer with all the same powers he might have when within the territorial limits of the Party for which the assignee is regularly employed, and the assignee's qualifications for office where regularly employed shall constitute his qualifications for office within the jurisdiction of the requesting Party, and no other oath, bond or compensation need be made. Additionally such Assignee shall have the same investigative authority as if he were investigating criminal activity within the jurisdictional limits of the Party for which he is regularly employed.

G. Any assignee shall receive the same wage, salary, pension, and any and all other compensation and other rights for such service, including injury or death benefits, and workers compensation benefits, equipment, clothing, and vehicles, the same as though the service had been rendered within the jurisdictional limits of the Party where the assignee is regularly employed. Moreover, all wage and disability payments, including workers compensation benefits, pension payments, damage to equipment and clothing, medical expenses and expenses for travel, food and lodging shall be paid by the Party which regularly employs said assignee in the same manner as though the service had been rendered within the jurisdictional limits of the Party where said assignee is regularly employed.

H. Service of Arrest and Search Warrants: MSU and Wichita County Sheriff's Office (WCSO) will generally attempt to comply with the following guidelines:

a. When WCSO executes a warrant on any property owned or under control of the University, WCSO will contact the MSU PD and request a University Police Officer to accompany the deputies. Efforts will be taken to refrain from interrupting a class to effect an arrest or execute a search warrant.
b. When MSU PD executes a warrant within the County of Wichita, but off MSU property, MSU PD will contact the WCSO and request a sheriff’s deputy to accompany the officers.

3. **Clergy Act Compliance:**

The Parties acknowledge that the University is required by federal law to comply with all aspects of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. In order to facilitate the University’s compliance with the Act, the Parties agree:

A. That the University is required to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from WCSO annually. WCSO agrees to cooperate with the University and undertake reasonable efforts to respond to the University’s request for crime statistics.

B. That the University is required to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.

C. If WCSO is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University’s students, faculty or staff, WCSO shall notify MSU PD so that MSU PD can determine whether an emergency notification or timely warning should be issued by the University.

D. That the University is required to maintain a daily list of all criminal incidents and alleged criminal incidents that occur on and around campus. WCSO agrees to notify the MSU PD as soon as practical of any criminal incidents or alleged criminal incidents that are reported as having occurred on University property, or on public property immediately adjacent to University property.

4. **Notice:**

All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the parties may designate in writing or by hand delivery or facsimile transmission to the address set forth below:

If intended for the County: The Honorable Woodrow W. “Woody” Gossom Jr.
County Judge
Wichita County
900 7th Street, Rm 260, Wichita Falls, Texas 76301

with copies to: Wichita County Criminal District Attorney’s Office
900 7th Street, Rm 351,
5. **Amendment:** This Agreement may be amended by the mutual agreement of the parties in writing and attached to and incorporated in this Agreement.

6. **Laws Governing:** The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Wichita County, Texas.

7. **Enforceability:** In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

8. **Headings:** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.

9. **No Third Party Beneficiaries:** Nothing herein shall be construed to give any rights or benefits to anyone other than the County and MSU. Failure to comply with any of the provisions of this Agreement shall not invalidate any action taken pursuant to this Agreement or grant any rights to any person suspected or charged with a crime.

10. **Entire Agreement:** This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

11. **Authorization:** By executing this Agreement, each Party represents that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

12. **Counterpart:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
EXECUTED this ______ day of ____________, 2021.

COUNTY OF WICHITA, TEXAS

Woodrow W. Gossom Jr., County Judge

ATTEST:

Lori Bohannon, County Clerk

MIDWESTERN STATE UNIVERSITY

Suzanne Shipley, President

APPROVED AS TO FORM:

Barry L. Macha, General Counsel

APPROVED AS TO FORM:

John Gillespie, District Attorney
Policy 4.146: Honorific and Gift-Related Namings

Adopted and Approved: 11/10/2017
Next Scheduled Review: 08-2019

I. Policy Statement

Midwestern State University ("MSU" or "University") will name facilities, academic units, programs, and endowments in honor of individuals or entities when it promotes the University's educational and cultural mission and recognizes exceptional contribution or service to the University or society. All such naming actions will be in accordance with the MSU Policies and Procedures Manual.

II. Reason for Policy

To provide protocol for naming facilities, academic units, programs, and endowments to ensure consistent review of proposed naming and maintain compliance with the MSU Policies and Procedures Manual.

III. Application of Policy

This policy applies to all University employees directly involved in fundraising, donor recognition, and honorific endeavors for the University, including officers, deans, faculty, and staff.

IV. Definitions

*Gift* – means a voluntary, philanthropic, and irrevocable transfer of assets received from another without adequate consideration. A gift may be made through a number of vehicles, including but not limited to cash, stock, estates, trusts, in-kind, and real estate.

*Name* – the application and direct association of an individual, organization, or corporate name to a University facility (physical room, building, space, or other property), academic unit (college, school, department, center, or program), endowment, or other University entity.
V. Procedures and Responsibilities

A. Types of Naming

1. Gift-Related Naming: A gift-related naming occurs when a donor makes a qualifying tax-deductible contribution to the University or to the MSU Foundation or to the MSU Charitable Trust and is recognized with a naming.

2. Gift-Related Corporate Naming: A gift-related corporate naming is the naming of property, programs, academic positions, or endowments whereby a business entity makes a tax-deductible gift to the University or to the MSU Foundation or to the MSU Charitable Trust and is recognized with a naming. A gift-related corporate naming shall be reviewed and approved by the Vice President for University Advancement and Public Affairs and the President prior to being submitted to the Board of Regents for final approval. Gift-related corporate naming rights will include a term limit. A corporate naming requires an agreement between the corporation and the institution in accordance with MSU Policy 2.24 (Approval and Execution of University Contracts).

3. Corporate Naming: A corporate naming involves the sponsorship by a corporation or business entity that seeks to purchase advertising and marketing exposure and is not considered a gift. A corporate naming requires an agreement with the corporation and the University in accordance with MSU Policy 2.24 (Approval and Execution of University Contracts). Corporate naming rights will include a term limit. Corporate naming, including sponsorships, should be reviewed by the Vice President for University Advancement and Public Affairs prior to being submitted to the President for approval.

4. Honorary Naming: An honorary naming may be bestowed in recognition of the dedication or meritorious contribution of a person. A person being recognized by an honorary naming must have exhibited values consistent with the mission and vision of the University, must have an established relationship with the University, and must have contributed measurably to the good of society. When an individual is considered for an honorary naming, the proposal shall be reviewed and approved by the Vice President for University Advancement and Public Affairs, General Counsel, and the President prior to being submitted to the Board of Regents for final approval.

5. General Provisions: The same gift will not typically be used for more than one naming opportunity. Exceptions must be recommended by the Vice President for University Advancement and Public Affairs and processed in accordance with MSU Policy 2.24 (Approval and Execution of University Contracts) before being submitted to the President for approval.

B. Naming Opportunities and Necessary Approvals

1. Honorary Namings: The Board of Regents must approve all honorary namings. Honorary naming requests will be submitted to the Vice President for University Advancement and Public Affairs and the President for review and approval before being submitted to the Board of Regents for final approval.
2. **Buildings and Other Major Facilities**: Naming of buildings and other major facilities, such as stadiums, wings of buildings, large auditoriums, concert halls and clinics, must be approved by the Board of Regents following the recommendations of the President. The criteria for a gift-related naming will consider the value, visibility, improvements, and marketability of the location and the **an individual, foundation, or corporation providing funding to build new facilities, to renovate or expand existing facilities, or to provide an endowment for the support of a facility or facility-based program of the University may have an area named after the donor provided 50% of the cost of the designated area and/or equipment therein is contributed by the donor. For new construction, renovation or expansion, the 50% threshold applies to the estimated construction cost as verified by the associate vice president for facilities and approved by the Board. The estimated construction costs shall be comprised of site preparation, building foundations, the building envelope, interior finishes, and the mechanical / electrical / plumbing infrastructure within five feet of the building footprint. Estimated construction costs shall exclude building demolition. To name an existing facility, the 50% threshold applies to the estimated replacement cost of construction of the facility to be named, as verified by the associate vice president for facilities services.** A minimum donation of no less than 33% of 50% of the original construction cost, renovation cost, or current value of the property.

3. **Areas within Buildings and Other Major Facilities**: Naming of areas within buildings and other major facilities such as, but not limited to, bricks, pavers, atriums, specific rooms, lecture halls, laboratories and workshops, must be approved by the President upon the recommendation of the Vice President for **University Advancement** and Public Affairs and the Dean of, or the Vice President for, the corresponding college, school, or administrative department. Approval from the Board of Regents is required when the current value of the area is equal to or more than $500,000 or the gift associated with the naming of the area equals $1,000,000 or more. The process of creating naming thresholds for a new or existing building or space should be coordinated by the appropriate **Dean or official in collaboration with the Vice President for University Advancement** and Public Affairs **in collaboration with the appropriate Dean or official.** A gift-related naming will consider the value, visibility, improvements, and marketability of the location and will be based on a minimum donation of no less than the original construction cost, renovation cost, or current value of the area within the building and other major facilities.

4. **Grounds, Outdoor Renovations, Gardens, Trees, and Benches**: Gift-related naming of grounds, outdoor renovations, gardens, trees, and benches must be approved by the President upon the recommendation of the Vice President for **University Advancement** and Public Affairs in consultation with the Associate Vice President for Facilities Services. When the value of the area to be named is equal to or more than $500,000 or more, or the gift associated with naming equals $1,000,000 or more, the Board of Regents must provide final approval of the naming. A gift-related naming will consider the value, visibility, improvements, and marketability of the location and will be based on a minimum
Policy 4.146

donation of no less than the original construction cost, renovation cost, or current value of the property.

5. **Streets:** The naming of all streets located on the campus of the University or on a property owned by the University must be approved by the Board of Regents. Prior to submission to the Board of Regents, the President must approve the naming upon the recommendation of the Vice President for University Advancement and Public Affairs. The naming of a street is a rare occurrence for which there is not an established gift requirement.

6. **Real Property:** Naming of real property must be approved by the Board of Regents. Prior to submission to the Board of Regents for final approval, the President must approve the naming upon the recommendation of the Vice President for University Advancement and Public Affairs. Real property given to the University may be named in consideration of the gift of the donor’s entire interest in the property.

7. **Colleges, Schools, and Departments:** Naming of colleges, schools, and departments will consider the value, visibility, improvements, and marketability of the college, school, or department and must be approved by the President, upon the recommendation of the Provost and Vice President for Academic Affairs, the Dean of the respective college, school, or department and the Vice President for University Advancement and Public Affairs, prior to being submitted to the Board of Regents for final approval.

8. **Academic Positions:** Naming of academic positions must be approved by the President upon the recommendation of the Provost and Vice President for Academic Affairs, Dean of the respective college or school and the Vice President for University Advancement and Public Affairs. If the cash value of the gift equals $1,000,000 or more, the Board of Regents must provide final approval of an academic position naming. A gift-related naming will consider the value and visibility of the position and will be based on the following minimum donations:

- Endowed Deanship $2,000,000
- Endowed Chair $1,500,000
- Endowed Distinguished Professorship $1,000,000
- Endowed Directorship $750,000
- Endowed Faculty Fellowships $500,000

For corporate academic naming involving a sponsorship agreement, the naming of academic positions must be presented to the Board of Regents for final approval if the value of the agreement is $500,000 or more.

9. **Graduate Fellowships:** Graduate fellowships must be approved by the President upon recommendation of the Dean of the respective college or school and the Vice President for University Advancement and Public Affairs. When the cash value of the gift equals $250,000 or more, the Board of Regents must provide final approval of a named graduate fellowship. Graduate fellowships will be based on a minimum donation of $75,000.

10. **Programs, Institutes, Centers, and Other Organizations:** Naming of programs, Honorific and Gift-Related Namings
institutes, center, and other entities must be approved by the President upon the recommendation of the Provost and Vice President for Academic Affairs, the Dean of the respective college or school and the Vice President for University Advancement and Public Affairs, regardless of the cash value of the gift. If acceptable to the President, a gift of $1,000,000 or more associated with this type of naming will be recommended by the President to the Board of Regents for final approval.

11. **Endowments:** Named endowed scholarships, or other named endowments, must be approved by the President upon recommendation of the Dean of the respective college or school and the Vice President for University Advancement and Public Affairs. Named endowments will be based on the following minimum donations:

- Endowed Provost Initiative Fund: $1,000,000
- Endowed MSU Boundless Opportunities Scholarship: $500,000
- Endowed Athletic Director or Head Coach: $500,000
- Endowed Coach: $250,000
- Endowed Lectureship: $250,000
- Endowed Lecture Series: $250,000
- Endowed Scholarship: $50,000
- Endowed Unrestricted Excellence Fund: $25,000

12. **Miscellaneous Naming Opportunities:** Naming opportunities that are not otherwise set forth in this policy must be approved by the President and Vice President for University Advancement and Public Affairs, regardless of the cash value of the gift. If the value of the naming is equal to or more than $500,000 or the gift associated with the naming is $1,000,000 or more, the Board of Regents must provide final approval of the naming.

C. **Guidelines**

1. **Relationship:** A gift-related naming opportunity requires that the gift amount must be reasonably related to the facility, place, position, or item being named, as approved by the President upon recommendation of the Vice President for University Advancement and Public Affairs.

2. **Determination of Current Value:** Where current value is required to be determined under this policy, the determination shall be made through the Associate Vice President for Facilities Services.

3. **Donor Recognition:** The designation of a naming shall not be publicly announced until final approval has been obtained as required under this policy. Further, a donor shall not be publicly recognized in regard to a naming until the University has received at least 350% of any gift related to the naming with the remainder to be received within five years. Irrevocable planned gifts will proceed as cash received. Revocable planned gifts will not receive recognition or naming rights until the gift is realized.

4. **Gifts of Monies, Securities, Real Estate, Personal Property and Other Types of Gifts:** The President has the authority to allow various types of gift arrangements other than monies, securities, real estate, and personal property
to be gifted in consideration of a naming, in accordance with gift acceptance policies established by the MSU Policies and Procedures Manual. These arrangements may include, but are not limited to, charitable trusts, charitable gift annuities, bargain sales, life estate gifts, life insurance, irrevocable beneficiary designations, and gifts of less than the entire interest in a property. In the event a naming requires approval of the Board of Regents, the Board shall be informed of the manner in which the gift is intended to be made, and the Board shall determine whether it is in the best interest of the University to accept or reject the gift.

5. **Duration of a Naming:** A naming in recognition of a gift shall be for the life of the building, other facility, program, or endowment, or item being named unless otherwise agreed to in the gift agreement.

6. **Corporate Namings:** A corporate naming must be in accordance with the MSU Policies and Procedures Manual and the requirements of Texas Education Code, section 51.923 and this policy. A corporate naming shall be for a specific period of time as outlined in the sponsorship agreement.

7. **Fundraising, Development Campaigns, and Marketing of Naming Opportunities:** All fundraising and development campaign efforts related to naming opportunities and the marketing of naming opportunities must be approved by the President and the Vice President for University Advancement and Public Affairs. The President shall be responsible for obtaining required approvals related to naming. The President may delegate responsibilities to the Vice President for University Advancement and Public Affairs for coordination of fundraising and development campaign efforts to secure gifts related to naming opportunities.

8. **Delegation of Authority:** The President delegates to the Vice President for University Advancement and Public Affairs the authority to review and recommend for approval all gift-related naming opportunities of $100,000 or more prior to the solicitation of any prospective donor. No commitment regarding naming for such gifts shall be made to a donor or honoree prior to appropriate approvals. Proposals shall be made in writing in accordance with the requirements of this policy and reviewed by the Vice President for University Advancement and Public Affairs before being presented to a donor. A gift agreement stating the terms of the gift-related naming must be created and processed by the office of the Vice President for University Advancement and Public Affairs and in accordance with MSU Policy 2.24 (Approval and Execution of University Contracts) and signed by the donor and approved representatives of the University, and the appropriate MSU Foundation or MSU Charitable Trust representative, when applicable.

D. **Exceptions:** The President reserves the power to grant a naming at her/his discretion and grant exceptions to University policies regarding naming opportunities when it is in the best interest of the University. For namings requiring the approval of the Board of Regents, the Board must approve any exception regarding such naming opportunities.
VI. Related Statutes, Rules, Policies, Forms and Websites

Related Statutes:
Texas Education Code, Section 51.923

Related MSU Policies:
4.134: Gifts and Donations

Related Forms:
Forms associated with the “naming” process must be obtained from the office of the Vice President for Advancement and Public Affairs.

VII. Responsible Office(s)

Contact: Vice President for University Advancement and Public Affairs
Phone: (940) 397-6225 4782
Email: tony.vidmar@msu.edu

VIII. History

11/10/1989: Renumbered from MSU Policy and Procedure 3.333 to 4.146 by the Board of Regents. 11/10/2017

11/12/1993: Modification to allow for unanimous approval of those members present and voting rather than total unanimity.

08/ /1996: Paragraph 3 deleted in accordance with current University practice and to allow greater flexibility in University facility use.

08/08/1997: Revised to reflect current policy and procedure.

11/10/2017: Completely revised and renamed “Honorific and Gift-Related Namings”; it had been “Naming Buildings and Other Facilities.”

02/11/2020: Revised to add in Section V.A.2 that gift-related corporate naming rights will include a term limit; increase in Section V.B.2 the minimum donation for naming of buildings and other major facilities, such as stadiums, wings of buildings, large auditoriums, concert halls and clinics, from no less than 33% to 50% of the original construction cost, renovation cost, or current value of the property; and add the position of Athletic Director to Section V.B.11.
Youth Protection Program Guidebook

The Youth Protection Program (4.129) promotes minors' safety in camps or programs on University premises or participating in those programs sponsored or supported by the University.

The Youth Protection Program Guidebook provides resources, contact information, and processes to ensure that MSU Texas provides a safe experience for all.
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Contact Information

Youth Protection Program

Angie Reay, Director of Recreational Sports and Wellness Center
Email: angie.reay@msutexas.edu
Phone: 940-397-4466

Summer Camps and Conferences

Angie Reay, Director of Recreational Sports and Wellness Center
Email: angie.reay@msutexas.edu
Phone: 940-397-4466

Title IX Office

Laura Hetrick, Director & Coordinator Title IX
Email: laura.hetrick@msutexas.edu
Phone: 940-397-4213

MSU Police Department
940-397-4239
*MSU Police Department is available 24 hours a day, 7 days a week.
Youth Protection Program

The Youth Protection Program (UPP 4.129) promotes the safety of minors participating in camps or programs on University premises or participating in those programs sponsored or supported by the University.

As part of MSU's ongoing effort to provide a safe environment to minors participating in on-campus events or off-campus events sponsored by an MSU affiliation, please notify Cody Ford (cody.ford@msutexas.edu). Notification should occur no less than 30 days prior to the event. This does not include events in which minors may attend as spectators or events where parents/guardians are expected to provide supervision of minors. “Minor” is defined as any non-student under the age of 18 and a non-MSU Texas student.

All adult volunteers and employees working with minors must complete a background check and a Child Protection Training Course, as approved by the Texas Department of State Health Services. Departments coordinating the event will be responsible for the cost of the background check for volunteers at $4.00 each. Human Resources will conduct employee background checks at no additional cost to the department.

Please submit the following information to cody.ford@msutexas.edu

Article I. Name, date(s), and location of the event
Article II. Primary contact person (name and email)
Article III. List of volunteers/employees (min. 2) helping with the event
Article IV. Number of expected minors in attendance

**Background Check**
*Background checks can be submitted via email to cody.ford@msutexas.edu or the Wellness Center Administrative Office.*

**Child Protection Training Course**
*A completion certificate will be automatically sent to Cody Ford. You will have three attempts to pass the course. After three attempts, you will be prompted to restart the training.*

Background checks and Child Protection Training Course must be completed seven (7) days prior to the activity start date before people are allowed to work the event. Please make sure that the names for your activity match all documents.
Introduction to the Youth Protection Program

Midwestern State University, MSU Texas, annually hosts camps and programs for minors 18 and younger. Along with your efforts, diligence, and enthusiasm, the Youth Protection Program (YPP), creates a safe and enjoyable camp experience for minors. The YPP Guide will familiarize you with your role as a designated individual and the responsibilities and expectations that accompany this position.

Youth Protection Program Mission
MSU Texas’s YPP is committed to ensuring the safety of minors. This includes those participating in camps or programs on university premises or participating in those programs sponsored or supported by the University.

Definitions
Affiliate: A person or organization in some way connected with the University.

Camper: A minor (under age 18) who is attending a campus program for minors (Program or Programs) on University premises or attending a program sponsored by the University. This definition does not include University students who are under the age of 18.

Campus Program for Minors (Program or Programs): Any program or camp held on University premises that offer recreational, athletic, religious, or educational activities to minors, or one that is University-sponsored. This excludes programs for University-enrolled students under the age of 18.

Camp Director: The University college, school, unit, or department employee or third party individual or entity who owns, operates or supervises a campus program for minors (Program or Programs), regardless of profit.

Contractor: A person or company that undertakes a contract with the University to provide materials or labor to perform a service or do a job.

Designated Individual(s): Any person involved in a campus program for minors (Program or Programs) who has contact with a minor. This includes those Programs held on campus or one which is sponsored by the University. Examples of Designated Individuals include but are not limited to faculty, staff, student workers, volunteers, and contracted employees.

Event(s) or Contest(s): UIL state office-sponsored programs that provide extracurricular academic, athletic, and music contests for minors who are students at UIL member schools.

Minor: An individual under the age of 18. For purposes of this Policy, this definition does not include University-enrolled students under the age of 18.

Program or Programs: Any program or camp (Campus Program for Minors) held on University premises that offers recreational, athletic, religious, or educational activities to minors, or one that is University-sponsored. This excludes programs for University-enrolled students under the age of 18.

University Interscholastic League (UIL): A unit of the University that provides educational, extracurricular academic, athletic, and music contests for students who attend UIL member schools.
Definitions Continued

*Unsupervised Access*: Prohibited situations that can occur, such as; (1) an individual has access to a minor and there is no other designated individual present; or (2) a designated individual is alone with a minor.

*Youth Protection Program Coordinator*: The University employee responsible for overseeing the Youth Protection Program Policy compliance.
Requirements for University-Sponsored Programs Including Minors (Excluding UIL)

Each University-sponsored program involving the participation of minors must comply with the following terms and conditions, as well as any other applicable requirements of federal, state, or local law or regulation, and University policies and procedures.

Program Eligibility
The University requires any Program involving minors to be sponsored and controlled by a University college, school, unit, or department. Student organizations are not permitted to hold a program. Student organizations may participate in a program sponsored by a college, school, unit, or department.

Program Registration
Each University academic and administrative unit sponsoring a program in which minors participate, whether located on or off-campus and all owners and operators of Campus Programs for Minors not operated by MSU but held on MSU property are required to register such program with the Youth Protection Program Coordinator or designee no later than thirty (30) days before the commencement date of the program. Access to MSU facilities will be denied if the Camp Director does not provide the information required to register a Campus Program for Minors before the 30-day deadline. Any amendments or changes to the Program registration should be submitted as soon as is practicable after the need for amendment becomes known.

1. Program name and detailed description (time, place, date, etc.)
2. Name of Camp Director with an acknowledgment from the Camp Director that (s)he has read, understands, and agrees to comply with the University’s guidelines for child safety;
3. A list of all Designated Individuals who will assist with the program.
4. If the program involved the use of University facilities, completion of an MSU facilities use agreement is required no later than thirty (30) days prior to the commencement of the program.
5. If a University academic or administrative unit fails to timely and fully complete the Youth Protection Registration Form for a Program in which minors participate, the University’s Youth Protection Program Coordinator shall see that appropriate training is provided to such unit to ensure awareness of the requirements. If compliance remains an issue, the involvement of the unit’s administrative supervisors may be needed.
Communication Plan
In the event of an emergency, each Program Coordinator must follow the guidelines in the Youth Protection Program Guidebook and Camp Emergency Plan regarding notification of Camper’s parents/legal guardians.

The Program Coordinator’s responsibilities are to:

1. Provide Designated Individuals with contact information for parents/legal guardians of Campers in the event of an emergency;
2. Ensure the parents/legal guardians are provided with contact information to reach the Campers while the program is in session; and

Medical Emergency Plan (located at the end of the guidebook)
The Camp Director of each Program must obtain from each Camper’s parent/legal guardian the following:

1. authorization to permit transportation of the Camper to a local hospital as deemed necessary in an emergency;
2. authorization for emergency medical treatment in the event the parent/legal guardian or their designated emergency contact is not available; and
3. disclosure of any allergies, other medical conditions, or physical limitations of a camper that may impact his or her participation in the program.

Supervision Plan
Each program must establish a plan for adequate supervision in light of the number and average age of campers, the Program activity, and whether overnight accommodations are involved.

1. The supervision plan must specify the person having responsibility for all Designated Individuals serving in the program, the proposed ratio of campers to Designated Individuals over 21, and provide a proposed breakdown of Designated Individuals by category of employees, students, and volunteers.

2. Each Program must have a minimum Designated Individual to Camper ratio of the following:

<table>
<thead>
<tr>
<th>Camper Age</th>
<th>Number of Staff</th>
<th>Overnight Campers</th>
<th>Day Only Campers</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Years &amp; Younger</td>
<td>1</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>6-8 Years</td>
<td>1</td>
<td>6</td>
<td>8</td>
</tr>
<tr>
<td>9-14 Years</td>
<td>1</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>15-18 Years</td>
<td>1</td>
<td>10</td>
<td>12</td>
</tr>
</tbody>
</table>

3. The supervision plan for any overnight Program must also:
   a. Specify curfews;
   b. Rules pertaining to visitors, and
   c. Avoid unsupervised free time.
Transportation Plan

Each program must establish a procedure for the pick-up and drop-off of campers, specifying times and locations, and ensuring that no camper will be released to any person other than their parent/legal guardian without specific written authorization.

The Youth Protection Program Coordinator must review and approve in advance any program which provides for the transportation of Campers by Designated Individuals after drop-off by the parent/legal guardian to the campus or other site.

A Designated Individual is not permitted, at any time, to be alone with a minor in a car or other vehicle with more than 2 axles.
Requirements for Designated Individual(s)

Any person who will serve as a Designated Individual in any University-sponsored Program or third-party non-MSU Program held on MSU property must first meet the following requirements.

**Background Check**
All Designated Individuals who will work with Campers during the program must undergo a criminal background check and sex offender registry search conducted each year. The check must be completed and successfully cleared before the start of the program.

**Training**
Designated Individuals must complete sexual abuse and child molestation awareness training and examination. The Campus Program for Minors must have on file and produce documentation to the University’s Youth Protection Program Coordinator or designee verifying that within the preceding two years of the beginning date of employment, the Designated Individual successfully completed the required training and examination program on sexual abuse and child molestation through a program approved by the Texas Department of State Health Services (DSHS). If the examination is taken online, the Designated Individual is required to retain a certificate of completion indicating successful completion of the course.

1. Designated Individuals must complete the training and examination every two years. If the Designated Individual is a new employee or volunteer, they must complete the training before the program starts.
2. The University training module “MSU Child Protection Training” is provided by the University at no cost to the Designated Individual.

**Volunteer Assignment**
Camp Directors must ensure that all volunteers complete a volunteer application form (available from Human Resources) and are assigned to an unpaid Affiliate Worker position in the Human Resources position management system prior to the start of the program.

**No Unsupervised Access**
Any individual not considered a Designated Individual (e.g. parent/guardian) must not have unsupervised access to Campers.
Third Party Non-MSU Programs (Other than UIL) Held on MSU Property

Owners and operators of Campus Programs for Minors (other than UIL) not operated by MSU, but held on MSU property, assume care, custody, and/or control of the minors and must fully comply with:

1. the requirements of the Texas Education Code, Chapter 51, Subchapter Z, §51.976, Training and Examination Program for Employees of Campus Programs for Minors on Warning Signs of Sexual Abuse and Child Molestation, report such training and certification to the Texas Department of State Health Services (TDSHS) promptly;
2. the requirements outlined in Section V. of Policy 4.129; and
3. the completion of an MSU facilities use agreement not later than thirty (30) days prior to the program's commencement.
Tips for Working Effectively with Minors

Keep minors out of danger. The #1 priority is to keep youth out of dangerous situations. Some dangers are obvious, such as crossing a busy street. Others are more subtle, such as the risk of heatstroke. Minors do not always have good judgment, and some typical adult activities are unsuitable for younger people. Climbing ladders is risky for minors, as is operating machinery. Minors may not know to take shelter. Part of your role in working with minors is to anticipate and avoid dangers.

If minors engage in laboratories or research activities, please seek advice on appropriate training and protocols. Do not assume that minors are fully informed and competent.

Avoid being alone with a minor. One-on-one situations create the risk of child abuse allegations. If you are teaching a child to read or to play sports, stay in an open area with other people around. Do not be alone in an office or classroom with a single child. Remaining visible to other people protects the child and also protects you.

If you need to check on a minor in a private area such as a sleeping room, locker room, or bathroom, bring another adult along.

If you have important reasons to be alone with a child, such as for music lessons or individual counseling, discuss safeguards in advance with your director or supervisor.

Stay vigilant. If you are supervising minors, keep your attention on them. Avoid distractions, including personal electronics and conversations with other adults. The moment your attention wanders is the moment that a fight will start or a participant could slip away.

Steer clear of transportation complications. Watch for problems when parents pick up minors. Know who is authorized and not authorized to pick up each minor. Do not release a minor to someone else. Unless you have written permission from a parent or guardian, do not transport a minor yourself. You can, of course, transport your own minors.

Avoid abuse. Do not engage in any abusive conduct toward a minor or in the presence of a minor. Take special care not to touch minors inappropriately. Do not use corporal punishment or any discipline designed to humiliate a minor. Discuss questions and concerns with your director or supervisor.

Keep minors away from drugs, alcohol, and sexual materials. MSU Texas does not tolerate the use or possession of illicit drugs. Do not provide illicit drugs to minors or use drugs in the presence of minors. The legal drinking age is 21 years old. Minors should not possess or consume alcohol. Adults should not drink when they have responsibility for the well-being of youth. Treat smoking the same way.

Can minors receive or use prescription drugs or over-the-counter medications? Consult your program director or supervisor about obtaining written parental permission.
Sexual topics are also off-limits. Avoid risqué jokes, even if youth are telling them. Do not share sexual materials with minors. If sexual content may be relevant to an academic course, counseling session, or other professional settings, follow professional norms. As always, discuss any issues with your director or supervisor.

**Enjoy working with minors within boundaries.** Enjoy the opportunity to serve as a role model, teacher, and guide to minors. At the same time, maintain boundaries and take your responsibilities seriously. Treat minors with respect at all times. Avoid singling one child out from a group to become your special friend.
<table>
<thead>
<tr>
<th><strong>DO</strong></th>
<th><strong>DON’T</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintain the highest standards of personal behavior when interacting</td>
<td>Do not spend significant time alone with one minor away from the group or interact with minors in private.</td>
</tr>
<tr>
<td>with minors.</td>
<td></td>
</tr>
<tr>
<td>Stay vigilant at all times when you are responsible for minors.</td>
<td>Do not engage in inappropriate touching or have any physical contact with a minor in private locations.</td>
</tr>
<tr>
<td>Conduct necessary one-on-one interactions with minors in a public</td>
<td>Do not use inappropriate language, tell risqué jokes, or make sexually suggestive comments around minors, even if minors themselves are doing so.</td>
</tr>
<tr>
<td>environment where you can be observed.</td>
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</tr>
<tr>
<td>Have another adult present when you are working with minors in an</td>
<td>Avoid driving alone with a single minor. Do not drive any minor in your private vehicle without written parental permission.</td>
</tr>
<tr>
<td>unsupervised setting.</td>
<td></td>
</tr>
<tr>
<td>Follow the “rules of three.” Have two adults present with a single</td>
<td>Do not give personal gifts to, or do special favors for, a minor or anything that may be seen as favoring one minor over others.</td>
</tr>
<tr>
<td>minor.</td>
<td></td>
</tr>
<tr>
<td>Listen to minors. Provide praise and positive reinforcement. If a minor</td>
<td>Do not engage in rough or suggestive games, including horseplay.</td>
</tr>
<tr>
<td>expresses discomfort, tell your supervisor.</td>
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<tr>
<td>Treat all minors in a group consistently and fairly, with respect and</td>
<td>Do not strike or hit a minor. Do not use corporal punishment or other punishment involving physical pain, discomfort, or humiliation.</td>
</tr>
<tr>
<td>dignity.</td>
<td></td>
</tr>
<tr>
<td>Be friendly with minors within the context of the formal program or</td>
<td>Do not share information with minors about your private life or have informal or purely social contact with minor program participants outside of program activities.</td>
</tr>
<tr>
<td>activity while observing appropriate boundaries.</td>
<td></td>
</tr>
<tr>
<td>Maintain discipline. Challenge minors if they engage in inappropriate</td>
<td>Do not date or become romantically or sexually involved with a minor. Do not show pornography to minors or involve minors in pornographic activities.</td>
</tr>
<tr>
<td>behavior, including inappropriate touch or language.</td>
<td></td>
</tr>
<tr>
<td>Know who is authorized to pick up a minor and bar others from doing so.</td>
<td>Do not provide alcohol, drugs, or tobacco to minors or use them around minors.</td>
</tr>
<tr>
<td>Be aware of how your actions and intentions might be perceived or</td>
<td>Do not undress or shower around minors or sleep in the same room.</td>
</tr>
<tr>
<td>misinterpreted.</td>
<td></td>
</tr>
<tr>
<td>Consult with other adult supervisors or colleagues when you feel</td>
<td>Do not relate to minors as if they were peers, conduct private correspondence, or take on the role of “confidant” (outside of a professional counseling relationship).</td>
</tr>
<tr>
<td>uncertain about a situation.</td>
<td></td>
</tr>
<tr>
<td>Enjoy the opportunity to serve as a role model, teacher, and guide to</td>
<td>Do not tell a child “this is just between the two of us,” or otherwise encourage a child to keep secrets from parents or guardians.</td>
</tr>
<tr>
<td>minors.</td>
<td></td>
</tr>
</tbody>
</table>
Reporting and Documenting Information

Mandated Reporter/Mandatory Reporting
A mandated reporter is an individual who is obligated by law to report reasonable suspicions of abuse. Texas law requires anyone with knowledge of suspected minor abuse or neglect must report it immediately to the appropriate authorities. This mandatory reporting requirement applies to all camp directors and designated individuals.

Under Texas law, if you believe a child is being abused or neglected, you are required to report it to the Department of Family and Protective Services (DFPS). Reports may be made at any time to DFPS by phone at 1-800-252-5400 or online at Texas Abuse Hotline. The hotline and website are available 24 hours a day, seven (7) days a week. The University's Policy prohibits retaliation against good faith reporting of suspected abuse or neglect. See MSU Policy 4.160 (Reporting of Child Abuse and Neglect).

In addition to notifying DFPS and/or law enforcement, the University also requires that designated individuals report any suspected abuse or neglect of minors on University property to the Title IX Coordinator.

University officials known as "Campus Security Authorities" are required by the Jeanne Clery Act to report to MSU Police Department any suspected sexual assault or other crime that occurs on campus, on the property immediately adjacent to the University, or on non-campus property or buildings owned or controlled by the University.

In the event of an emergency or if you witness a crime in progress, immediately call 911.

Accountability
Violations and Sanctions
Violators of this Policy will be held accountable for their actions under University policy and applicable law. Sanctions for violations may include, but are not limited to, suspension of University funding, non-renewal or termination of the Program or Programs, suspension, dismissal, or termination of University employment or Program staff status, or removal or barring from University grounds/facilities.

University Funding
University Programs that are not approved and registered according to this Policy will not be eligible for payment, repayment, or reimbursement by the University Business Office.
Abuse and Neglect

What is Abuse?

- Includes mental, emotional, physical, or sexual injury to a minor, or
- Failure to prevent such injury.

Types of Abuse

*Physical Abuse:* When a parent or a caregiver is responsible for any non-accidental physical injury to a child.

<table>
<thead>
<tr>
<th>PHYSICAL</th>
<th>BEHAVIORAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visible and severe injuries</td>
<td>Aggression toward peers, pets, other animals</td>
</tr>
<tr>
<td>Distinctive shape</td>
<td>Appears afraid of parents or other adults</td>
</tr>
<tr>
<td>Bruises, burns or scalds, bite marks, scarring, fractures or broken bones</td>
<td>Fear, withdrawal, depression, anxiety, nightmares, insomnia</td>
</tr>
<tr>
<td>Frequency, timing, and history of injuries (frequent, after weekends, vacations, school absences)</td>
<td>Immaturity, acting out, emotional and behavior extremes</td>
</tr>
<tr>
<td></td>
<td>Self-destructive behavior or attitudes</td>
</tr>
</tbody>
</table>

*Produced by Texas Department of Family and Protective Services

Sexual abuse: occurs when an adult uses a child for sexual purpose or involves a child in sexual acts. Additionally, it occurs when an older or more powerful child uses another child for sexual gratification or excitement.

<table>
<thead>
<tr>
<th>PHYSICAL</th>
<th>BEHAVIORAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Difficulty sitting, walking, bowel problems</td>
<td>Withdrawn, depressed, anxious, aggressive</td>
</tr>
<tr>
<td>Torn, stained, bloody undergarments</td>
<td>Eating disorders, preoccupation with body</td>
</tr>
<tr>
<td>Bleeding, bruises, pain, swelling, itching of genital area</td>
<td>Poor peer relationships, poor self-image, poor self-care, lack of confidence</td>
</tr>
<tr>
<td>Any sexually transmitted disease or related symptoms</td>
<td>Sexual acting out, excessive masturbation, sexual behavior or knowledge that is advanced or unusual</td>
</tr>
<tr>
<td></td>
<td>Report sexual abuse</td>
</tr>
</tbody>
</table>

*Produced by Texas Department of Family and Protective Services
Emotional abuse: a parent or caregiver harms a child's mental and social development, or causes severe emotional harm. While a single incident may be abuse, frequently, emotional abuse is a pattern of behavior that causes damage over time.

<table>
<thead>
<tr>
<th>PHYSICAL</th>
<th>BEHAVIORAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Developmental delays</td>
<td>• Overly compliant or defensive</td>
</tr>
<tr>
<td>• Wetting bed, pants</td>
<td>• Extremely emotional, aggressive,</td>
</tr>
<tr>
<td>• Speech disorders</td>
<td>withdrawn, anxieties, phobias, sleep</td>
</tr>
<tr>
<td>• Health problems (ulcers, skin disorders,</td>
<td>disorders</td>
</tr>
<tr>
<td>obesity, and weight fluctuation</td>
<td>• Destructive or anti-social behaviors</td>
</tr>
<tr>
<td></td>
<td>(violence, cruelty, vandalism, stealing,</td>
</tr>
<tr>
<td></td>
<td>cheating, lying)</td>
</tr>
<tr>
<td></td>
<td>• Inappropriate behavior for age (too adult,</td>
</tr>
<tr>
<td></td>
<td>too infantile)</td>
</tr>
<tr>
<td></td>
<td>• Suicidal thoughts and behaviors</td>
</tr>
</tbody>
</table>

*Produced by Texas Department of Family and Protective Services

What is Neglect?

- When a parent or caregiver does not give the care, supervision, affection, and support required for a child's health, safety, and well-being.

<table>
<thead>
<tr>
<th>SIGNS OF NEGLECT*</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Often hungry, stockpiles or seeks food</td>
</tr>
<tr>
<td>• May show signs of malnutrition</td>
</tr>
<tr>
<td>• Very low body weight/height for age</td>
</tr>
<tr>
<td>• Often tired, sleepy, listless</td>
</tr>
<tr>
<td>• Hygiene problems, body odor</td>
</tr>
<tr>
<td>• Untreated medical and dental problems.</td>
</tr>
</tbody>
</table>

*Produced by Texas Department of Family and Protective Services

HOW TO RESPOND WHEN A MINOR DISCLOSES ABUSE*
As a designated individual, a minor may confide that a family member, teacher, coach, or a peer has abused him or her. If this happens, the following steps need to be taken:

1. **Listen:** Stay calm and let the minor speak. Do not pry, but you can ask a few questions that will help you understand what occurred.
   a. "I know how hard this is to talk about."
   b. "You are very brave for bringing this out."
   c. "Don't worry; you are doing the right thing by letting someone know."
   d. "This isn't your fault. You have done nothing wrong."
   e. "I'm very sorry this happened to you."

2. **Reassure:** The minor may be scared, angry, confused, and crying. You can reassure them with a few simple comments like:
   a. "I know how hard this is to talk about."
   b. "You are very brave for bringing this out."
   c. "Don't worry; you are doing the right thing by letting someone know."
   d. "This isn't your fault. You have done nothing wrong."
   e. "I'm very sorry this happened to you."

3. **Protect:** Make sure the minor is safe. Do not let the accused person have any further contact with
the minor. Reassure the minor you will do everything to keep him or her safe. Let them know you must share what he or she has told you with others who can help.

4. **Report:** Write down, in as much detail and as quickly as you can, everything the minor has shared with you, using their actual words, not your interpretation. Report suspected abuse to the police, DFPS, the camp director, and the Youth Protection Program Coordinator.

*Produced by Praesidum Guardian Inc.*
Camp Rules and Policy Information

Background Check and Child Protection Training
Individuals who have unsupervised access to the campers are designated individuals. All designated individuals are required to complete a criminal background check annually and an approved State of Texas child protection training course every two (2) years. As per Youth Protection Program (page 4), submit information to Cody Ford at cody.ford@msutexas.edu.

Harassment Policy
In order to have a productive and caring work environment, any form of harassment is prohibited. Harassment of designated individuals by other designated individuals or camp directors is a form of unlawful discriminatory behavior and is not permitted. The following types of harassment are prohibited, including, but not limited to, harassment of a sexual, religious, racial, or ethnic nature or retaliation against someone who has made a complaint of harassment. All designated individuals and camp directors are expected to maintain a workplace free from unlawful discrimination and harassment.

If you believe you have been subjected to harassment of any type, you must report an allegation of sexual harassment to the Title IX Coordinator.

A university community member who in good faith suspects or has knowledge of a material violation of law or university policy has a professional obligation and is expected to report suspected violations. A university community member who reports in good faith actual or suspected violations of law or university policy will be protected from retaliation.

Please refer to the following in the MSU Policy and Procedures Manual:
Policy and Procedures Manual 4.161
Policy and Procedures Manual 3.344

Alcohol, Substance Abuse, and Tobacco Policy
The University hosts multiple programs for minors. As such, the University is legally, morally, and ethically responsible for the health, safety, and well-being of the campers. Camp directors and designated individuals have a unique responsibility to the campers, their parents, and the University. Camp directors and designated individuals are required to react quickly, safely, and appropriately at all times and especially in an emergency. Camp directors or designated individuals are required to act in a manner that will protect the campers' safety and physical/emotional well-being.

- Designated individuals may not possess or use alcohol or drugs on or around the University-owned/leased property.
- Designated individuals may not return to the university campus under the influence of drugs.
- The Youth Protection Program has zero-tolerance for drugs and alcohol.

The University is committed to a drug-free workplace. Camp directors or designated individuals suspected of possessing, selling, or distributing drugs will be reported to the MSU Police Department (MSUPD).

The University prohibits the use of all forms of tobacco products on the university campus. In order to adhere to university policy, designated individuals must refrain from smoking during the program session.
Please refer to the following in the MSU Policy and Procedures Manual:
Policy and Procedures Manual 4.112 and 4.176
Policy and Procedures Manual 4.163

License to Carry

Government Code § 411.2031 (Commonly known as SB 11) entitles those who hold Licenses to Carry ("LTC"), as defined by Texas law, to carry handguns, concealed, both on the grounds and in buildings of public institutions of higher education. Government Code § 411.2031 authorizes the president of a university to enact reasonable rules and regulations regarding the concealed carry of handguns on campus, so long as the rules do not generally prohibit or have the effect of generally prohibiting license holders from carrying concealed handguns on campus. MSU has established rules to specifically address youth programs at the University.

The purpose of the Youth Protection Program (YPP) is to protect minors in their University-sponsored activities and interactions involving members of the MSU community. Pursuant to Government Code § 411.2031 (the SB 11, "Campus Carry Law"), the YPP Policy prohibits the carrying of a concealed handgun by any person involved in an MSU camp/program for minors. As a condition of their child’s participation in camps/programs, parents and guardians who are visiting or transporting a participating minor to and from camps/programs at Midwestern State University are prohibited from carrying a concealed handgun.

"PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN"

Please refer to the following in the MSU Policy and Procedures Manual:
Policy and Procedures Manual 4.116

Designated Individual Responsibilities

Responsibilities of a designated individual include, but are not limited to:

- Ensuring the safety of each minor.
- Following the instructions of the camp director and executing or implementing the program’s supervision and instruction plan.
- Creating a memorable experience by providing:
  - Instruction that is appropriate for each minor’s age and ability;
  - Encouragement that enables each minor to increase the confidence needed to acquire new skills.
- Serving as a role model for minors in your care.
- Monitoring the behavior of minors to ensure they adhere to the program’s code of conduct/rules.
- Enforcing the rules and immediately communicate any issues that occur to the camp director.
### Appropriate Physical Interactions

- Side hugs
- Shoulder-to-shoulder hugs
- Pats on the shoulder or back
- Handshakes
- High-fives and hand slapping
- Verbal praise
- Pats on the head (when culturally appropriate)
- Holding hands (with young minors in escorting situations)

### Inappropriate Physical Interactions

- Full-frontal hugs
- Kisses
- Lap sitting
- Wrestling
- Piggyback rides
- Tickling
- Allowing a youth to cling to a designated individual’s leg
- Massaging of any kid given by or to a minor
- Compliments relating to physique or body development
- Touching bottom, chest, or genital areas

*Produced by Praesidium Guardian Inc.

### Appropriate Verbal Interactions

- Positive reinforcement
- Appropriate jokes
- Encouragement
- Praise

### Inappropriate Verbal Interactions

- Name calling
- Discussing sexual encounters
- Secrets
- Cursing
- Off-color or sexual jokes
- Shaming
- Belittling
- Derogatory remarks
- Harsh language that may frighten, threaten or humiliate minors
- Derogatory remarks about the minor or his/her family.

*Produced by Praesidium Guardian Inc.

### Minor Behavior Management

There are occasions when it may be necessary for the designated individual(s) to address behavior issues with minors while they are participating in a program.

When a minor’s behavior creates a risk for the physical health and safety of another child, himself/herself, or the designated individuals, adherence to the following procedures will be followed:

- **Discipline is an important part of the designated individual’s duties.**
  - Be fair. All rules are the same for everyone.
- **Give a verbal warning.**
  - Explain to the minor(s) why behavior is inappropriate.
  - Give the minor(s) time to refocus and/or redirect their behavior.
- **Do not admonish the entire group.**
  - Direct instructions to individuals by name.
- **It is the designated individual’s responsibility to be a mediator in disagreements between minors.**
  - Use quiet authority. Do not yell or use abusive language. No physical contact.
• Let minors know their boundaries.
  o Do not assume the minor knows what is expected
  o Read over and reiterate code of conduct with minors upon arrival to ensure the exceptions
    and rules are understood from the beginning.
  o Explain to minors if code of conduct is not adhered to, it will result in dismissal from the
    event.
• Always be present
  o Lack of supervision is a major cause of accidents and problems between the campers.

A designated individual may discipline a minor as listed above. The following types of
discipline are prohibited:
• Corporal punishment
• Hitting
• Touching or grabbing
• Shaking
• Intimidating a minor
• Verbal abuse

Failure to abide by the above rules will result in immediate dismissal.

**Bullying**

Bullying is unwanted, aggressive behavior that involves a real or perceived power imbalance. Minors
attending camp are susceptible to potential bullying situations. To prevent and target bullying tactics,
designated individuals and camp directors must create a positive and caring environment.

Creating positive relationships is one of the keys to preventing bullying. Bullying is less likely to occur
during a program if campers and designated individuals feel closely connected and responsible for one
another. When campers develop positive relationships, they feel comfortable voicing their concerns and
seeking help when bullying incidents occur. When designated individuals observe behaviors that may
eventually lead to bullying, they should intervene immediately. If an incident is ignored, it has the
propensity to escalate quickly.

<table>
<thead>
<tr>
<th>Signs a minor is being bullied</th>
<th>Signs a minor is a bully</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Unexplainable injuries</td>
<td>• Positive attitude toward violence and the use of violent means</td>
</tr>
<tr>
<td>• Lost or destroyed clothing, books, electronics or jewelry</td>
<td>• Dominate and subdue other campers and get their own way</td>
</tr>
<tr>
<td>• Frequent head or stomach aches</td>
<td>• Impulsive, aggressive, easily angered</td>
</tr>
<tr>
<td>• Eating habit changes</td>
<td>• Lack of empathy</td>
</tr>
<tr>
<td>• Difficulty sleeping or nightmares</td>
<td>• Defiance and aggression toward adults</td>
</tr>
<tr>
<td>• Avoidance of social situations</td>
<td>• Involved in physical or verbal fights</td>
</tr>
<tr>
<td>• Feelings of helplessness or decreased self-esteem</td>
<td>• Unexplained extra money or new belongings</td>
</tr>
<tr>
<td>• Self-destructive behaviors (e.g. harming themselves, or suicidal thoughts)</td>
<td>• Doesn’t accept responsibility for their actions</td>
</tr>
</tbody>
</table>
Minor Safety

The University is committed to making every effort to keep minors safe while on our campus. In order to promote a safe environment for minors, designated individuals should:

- Think safety first and foremost. If an activity appears dangerous, discontinue immediately.
- Be aware of your surroundings.
- Periodically scan the area for questionable situations/people.
- Call MSU Police or 911 if an unknown person or vehicle is loitering or regularly passing by.
- Notify the camp director of any safety concerns.
- Maintain a visual view of the campers at all times.
- Minors should use the buddy system when going to the restroom or to camp activities.
- Notify the camp director immediately if campers are in possession of alcohol/drugs/weapons.
- When staying in a dormitory or off-campus housing, review fire alarm and evacuation procedures with campers on your floor.
- Report all injuries to the camp director immediately.

Medical Information Procedures

The camp director or designated individual is responsible for collecting medical forms for all campers. Medical information is confidential and only for use by camp staff. It is imperative that parents are notified of all medical-related situations.

Medical Emergency Procedures

In the event of an emergency involving an injury or acute illness, the camp director must follow the risk reduction measures listed below:

- Call 911 to summon emergency personnel.
- Notify the parent/legal guardian or emergency contact.
- A designated individual must accompany the Camper to the hospital and remain until the parent/legal guardian arrives.
- A designated individual must remain with the campers onsite until parent/legal guardians arrive.
- Prepare an incident report no later than 24 hours following the medical emergency to submit to the YPP coordinator.

Camp Emergency Plan

Camp directors must discuss the camp emergency plan with all designated individuals. In addition to this plan, camp directors must ensure that designated individuals:

- Escort the campers out of the building and proceed to a safe area designated by the camp emergency plan; and
- Remain with their assigned camp group and take attendance immediately.

If all campers and staff are accounted for, the camp director will maintain order and follow the instructions of emergency personnel.
If a camper or designated individual is missing when attendance is taken, immediately notify the emergency personnel and follow their instructions.

Field Trip Procedure

When on a field trip with campers, designated individuals should adhere to the following directives:

- Complete an initial count of all campers.
- Divide campers into small groups and use the buddy system.
- Take attendance prior to departing, immediately when everyone is in the vehicle, several times once you have arrived, prior to returning to the vehicle, and once campers are in the vehicle for the return trip.

Missing/Lost Minor Procedure

Designated individuals are responsible for knowing the location of campers at all times, both onsite and off, for the duration of the program.

- Designated individuals must account for their campers at all times: Regularly check attendance, specifically when campers are in transition.
- Immediately notify the camp director if a camper is unaccounted for.
- The camp director and designated individuals will immediately search the area where the Camper was last seen.

If the Camper is not located after the aforementioned steps have been completed:

- On-Campus Programs: Call MSU Police: Camp director will contact the police and wait for them to arrive.
- Off-Campus Programs: Call 9-1-1.
- Contact Parents: The camp director will contact parents to apprise them of the situation.
- Contact the YPP Coordinator, Cody Ford.
- Camp directors are to direct designated individuals to continue the search until police arrive.

When the police arrive, they will assume command to locate the missing Camper.
Related Statutes, Rules, Policies, Forms, and Websites

Related Statutes/Rules

*Texas Education Code,* Title 3, Subtitle A, Section 51.976 (Training and Examination Program for Employees of Campus Programs for Minors on Warning Signs of Sexual Abuse and Child Molestation).

*Texas Education Code,* Title 3 Subject A, Section 51.9761 (Child Abuse and Reporting Policy).

*Texas Education Code,* Title 2, Subtitle D, Chapter 22.0831 (National Criminal History Record Information Review of Certified Educators).

*Texas Education Code,* Title 2, Subtitle G, Chapter 38.0041 (Policies Addressing Sexual Abuse and Other Maltreatment of Children).

*Texas Family Code,* Title 5, Subtitle E, Chapter 261 (Investigation of Report of Child Abuse or Neglect).

*Texas Administrative Code,* Title 25, Part 1, Chapter 265, Subchapter N (Campus Programs for Minors), Rule §265.403 (Program Operators); Rule 404 (Training and Examination Program on Sexual Abuse and Child Molestation).

Related MSU Policies

7-215: Criminal Background Checks (concerning youth camp employees and volunteers, any employee, university affiliate, volunteer, or student observer who will be present at a camp or other event or facility hosting or involving minor children must submit to a criminal background check each year; the check shall be conducted prior to permitting an individual to work, volunteer, or be present with unsupervised access to minors).

3-420: Reporting Incidents of Abuse and Neglect of Child, Elder, or Disabled Person
Minors on Campus Code of Conduct Form

1. I will be responsible for my personal belongings and equipment and will not hold MSU Texas, ____________, responsible for any loss or damage.

2. I will not, under any circumstances, be disrespectful to guest speakers, counselors, or anyone associated with ____________ (Program Name) and MSU Texas.

3. I understand that I will be charged for any damages to any property belonging to MSU Texas and to any property connected to the ____________ (Program Name) should damages occur, especially through my negligence or abuse.

4. I understand that if I am expelled from the program, my parent(s)/guardian(s) will be notified and will be responsible for my immediate pick-up at their own expense and will not receive a refund for the program.

5. I will not go anywhere without a designated individual or without their permission. I will observe safety precautions for all activities during the program, including checking in and out with the designated individuals, and will take all other safety precautions discussed upon arrival to the program.

6. I understand that I will always remain under the supervision of the designated individual. I agree that I may not have visitors unless they are directly associated with the ____________ (Program Name).

7. I understand that alcoholic beverages, illegal drugs, tobacco products, firearms, fireworks, weapons, and pets/animals (with the exception of service animals) are not permitted in my possession on buses, field trip sites, or at MSU Texas campus. ANY violations of this rule will result in immediate expulsion from the program. I further understand that inspections for rule violations may be conducted throughout the duration of the program.

8. I understand that the events for the week may be physically and mentally demanding, but these demands will be to the benefit of my team and myself.

9. I understand if any of the above regulations in the Participant Agreement are not followed, my parent(s)/guardian(s) will be called, and I will be subject to immediate dismissal from the ____________ (Program Name).

10. Parent(s)/guardian(s): I understand that, though my child will be supervised, it is his/her responsibility to conduct him/herself as a young adult and abide by all program rules and regulations at all times.

__________________________________________________________________________
Minor’s Signature

__________________________________________________________________________
Parent/Guardian Signature

__________________________________________________________________________
Date

__________________________________________________________________________
Date
# Release and Indemnification Agreement for Minors

<table>
<thead>
<tr>
<th>Camper Name</th>
<th>Camper Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parent/Guardian First and Last Name</td>
<td>Parent/Guardian Cell Phone</td>
</tr>
<tr>
<td>Parent/Guardian Alternate Contact Phone</td>
<td>Parent/Guardian Email Address</td>
</tr>
</tbody>
</table>

Emergency Contact Information (if different from above):

<table>
<thead>
<tr>
<th>Program Name</th>
<th>Program Start Date</th>
<th>Program End Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Health Conditions/Allergies</th>
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<tr>
<th>Medications/Instructions</th>
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Parent/Guardian Authorization Please Initial the Following:

I am the Parent/Guardian of the above-named Participant who is under eighteen (18) years of age and am fully competent to sign this agreement.

I give permission for Participant to participate in the above-referenced Activity. I acknowledge that the nature of the activity may expose Participant to hazards or risks that may result in the Participant’s illness, personal injury, or death. I understand and appreciate the nature of such hazards and risks.

I give permission to the leaders of this program to secure emergency medical or surgical treatment for my child if there is insufficient time to contact me and to secure routine, non-surgical medical care as needed. All efforts will be made to contact the parent(s) or guardian(s) in case of an emergency.

I authorize the program coordinator(s) to dispense the prescription drugs and/or over the counter medications listed below in accordance with the instructions provided on the label (prescription drugs) or below (over the counter medication).
In consideration of Participant being permitted to participate in the activity, I hereby accept all risk to Participant's health and of his/her injury or death that may result from such participation, and I hereby release the above named Institution, its governing board, officers, employees and representatives from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his/her death, that may result from or occur during Participant's participation in the activity, whether caused by the negligence of the Institution, its governing board, officers, employees, or representatives or otherwise. I further agree to indemnify and hold harmless the Institution and its governing board, officers, employees, and representatives 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 described activity.

I give permission for my child to be transported to activities, riding in approved vehicles, or walking with staff to attend and participate in camp-sponsored activities on and off-campus, should program require. I release the owner and the driver of the car transporting my child to and from the event from any liability in case of illness or injury.

I do / do not (please circle one) and give permission to allow photographs and/or videos to be taken of Participant during the activity. I further give consent and permission that any such photographs and videos may be published and used by the Activity and Institution and its agents to illustrate and promote the activity and its experience and programs.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

Parent/Guardian Signature* __________________________ Date ____________

Parent/Guardian Printed Name ____________________________
Incident Reporting Form

Please fill out form within 24 hours of any incident on campus involving minors. It is important that we keep accurate records of any accidents, injuries, behavior, or medical situations.

*All questions and statements are required.

Date incident occurred: ________________________________

Time incident occurred: ________________________________

Which minors were involved? (List full-name):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Which adults were involved? (List full-name):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Who was notified of the incident? (List all that apply):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Provide a detailed description of what occurred. Be as detailed as possible.
**Youth Protection Guidebook**

Date: _______________________

Program Name: _______________________

By signing this document, I agree that I have read and completely understand the responsibilities, polices, and procedures outlined in the Youth Protection Program Guidebook and the Youth Protection Program Policy. I further understand that I am a mandated reporter under Texas State Law, and I am prohibited from carrying a concealed handgun. I agree to follow/adhere to all rules and expectations while performing my duties as a designated individual for MSU Texas Youth Protection Program. Failure to follow/adhere to all policies, procedures, rules, and expectations will result in disciplinary action, including, but not limited to, immediate separation from the camp/program and/or termination from my position as a Designated Individual.

______________________________

Designated Individual Name (Please Print)

______________________________

Designated Individual Signature

Upon signing, provide this page to the camp director. The Youth Protection Guidebook should be kept by designative individuals for reference throughout the duration of the program.