

Texas Tech University System

Regulation 07.17

Youth Programs

Approved: June 17, 2025

Effective Date: September 1, 2025

Next Scheduled Review: June 2027

1. Purpose

- a. The Texas Tech University System (“System”) and its component institutions (each, a “University”) desire to ensure the health, wellness, safety, and security of minors participating in youth programs on the University campus in compliance with applicable federal and state laws.

2. General Provisions

- a. *Applicability.* This policy applies to the System and each University.
- b. *Right to Change Policy.* The System reserves the right to interpret, change, modify, amend, or rescind this policy, in whole or in part, at any time, without prior notice or consent of employees, visitors, affiliates, or other persons on campus.
- c. *Compliance with State Law.* Program Operators (as defined herein) must copy the Youth Program Director (as defined herein) on submission of a Youth Camp Program application to the Texas Department of State Health Services, which requirements can be found at <https://www.dshs.texas.gov/youth-camp-program/applications-forms-youth-camp-program>. All Youth Programs (as defined herein) must be planned, operated and implemented in compliance with applicable laws and University policies, including, but not limited to, the University’s Campus Carry policy.

3. Definitions

- a. **Youth Participants:** A minor (under age 18) who is attending a Youth Program or a person 18 or older who is a current secondary school student and is attending a Youth Program. This does not include University students attending a System institution who are under the age of 18.
- b. **Designated Individuals:** Any adult who is a University employee, University student, parent, legal guardian, independent contractor, or other volunteer involved in and assisting with a Youth Program for Youth Participants who has contact with a Youth Participant and has been identified by the University as a Designated Individual.
- c. **Youth Program:** A camp, program, internship, mentorship, event, or activity held by or on the campus of a University that offers recreational, athletic, religious, or educational activities to Youth Participants, including any “Campus program for minors” as defined by Section 51.976 of the Texas Education Code and third-party youth programs that contract with a University for the use of its campus or facilities. For the purposes of this policy, this definition does not include programs for University students or employees under the age of 18, or programs where the custody, control, and care of a minor (under age 18) is not the responsibility of the

University but instead held by external teachers, official chaperones, parents, or legal guardians (e.g., patrons of entertainment events).

- i. Tier 1 Youth Program: a Youth Program of less than 8 hours a day and does not require overnight accommodations by the institution.
 - ii. Tier 2 Youth Program: a Youth Program of more than 8 hours a day and which requires overnight accommodations by the institution.
 - iii. Tier 3 Youth Program: a Youth Program of more than 8 hours a day and which requires both overnight and transportation accommodations by the institution.
- d. Youth Program Director: The University employee or department specifically responsible for the oversight of all Youth Programs.
- e. Program Operator: The University college, school, unit, department, or individual who owns, operates, or supervises the Youth Program, or who serves as a liaison for a Third-Party Program (as defined herein), and is charged with ensuring compliance with the Youth Program requirements.

4. Policy and Procedures

- a. *Designation.* Each University must designate an employee or department as a Youth Program Director with sufficient authority to carry out oversight responsibilities.
- b. *University Sponsorship of Youth Programs.* Youth Programs must be sponsored by or affiliated with the University's college, school, unit or department, and must be specifically authorized by the University's Youth Program Director on a per-program basis.
- c. *Youth Participant Required Forms.* Each University must obtain, at a minimum, an *Individual Program Agreement for Minor Participant* for each Youth Participant, completed and signed by the Youth Participant's parent or guardian, prior to the Youth Participant entering University campus (a template agreement is attached hereto as **Exhibit A**). Each University may also require the parent or guardian to sign additional forms consistent with the planned activities of the Youth Program before the Youth Participant is allowed to participate. Such forms may include, but are not limited to, University Residence Hall forms, transportation forms, drop off/pick up intake and release forms, process waivers or specific consent forms, and Youth Participant Code of Conduct forms. The Program Operator shall be responsible for ensuring that all of the University required forms are completed by the Youth Participant prior to participating in the Youth Program.
- d. *Supervision of Youth Participants.* Each Youth Program must have the following minimum adult supervision ratio requirements consistent with the American Camp Association staff ratio standards:

Age of Youth Participants	Number of Adult Staff	Tier 2 or 3 Youth Participants	Tier 1 Youth Participants
5 years or younger	1	5	6
6-8 years	1	6	8
9-14 years	1	8	10
15-18 years	1	10	12

In the event a Youth Program has Youth Participants in a range of ages, the supervision ratios required shall be for the youngest Youth Participants. However, if the Youth Participants are

divided into groups by age, each group can follow the ratios according to the youngest Youth Participants in the group (e.g., a group of 2 five-year-old Youth Participants and 6 six-year-old Youth Participants at a Tier 1 Youth Program will require 2 adults supervising). If a Youth Program fails to meet the required ratios at any time during the Youth Program due to an illness or absence of a Designated Individual who is supervising Youth Participants, the Program Operator must document daily the reason for the ratio disparity and the efforts made to mitigate the risk to Youth Participants and to correct the ratios. This documentation shall be provided to the Youth Program Director at the conclusion of the Youth Program.

- e. *Youth Program Requirements.* The Program Operator is required to register the Youth Program with sufficient time to meet the requirements of this policy prior to the first day of the Youth Program, and preferably at least thirty (30) days prior to the start date of the Youth Program. For Youth Programs that are for extended periods or that repeat, each Youth Program must be registered at least annually. At a minimum, the registration will require:
 - i. The name of the Youth Program;
 - ii. The name and contact information of the Program Operator;
 - iii. A list of all Designated Individuals, and for each Designated Individual, the following information:
 - 1. University employee identification number, driver's license number, or other government issued ID card number;
 - 2. the date the background check was completed; *and*
 - 3. the date the Sexual Abuse and Child Molestation Awareness training was completed;
 - iv. If the Youth Program is overnight, a supervision plan specifying curfew, fire escape or other emergency plan for housing areas, medication management plans, and visitor rules for Youth Participants; and
 - v. Documentation demonstrating that the Youth Camp Program has been registered with the Texas Department of State Health Services, which requirements can be found at <https://www.dshs.texas.gov/youth-camp-program/applications-forms-youth-camp-program>.
- f. *Requirements for Designated Individuals.* Each University must require and ensure that each Designated Individual meets the following requirements:
 - i. Background Checks. Each Program Operator must ensure that all Designated Individuals undergo a criminal background check each year of the Youth Program. The background check must be completed and successfully cleared prior to the Designated Individual participating in the Youth Program. The Youth Program Director must be notified of any arrest, criminal charge, or conviction (other than minor traffic violations).
 - ii. Sexual Abuse and Child Molestation Awareness Training. Designated Individuals must complete the state approved training on warning signs of sexual abuse and child molestation and the corresponding examination every two years, or if the Designated Individual is a new employee or volunteer, he or she must complete the training and corresponding examination prior to participating in the Youth Program. Upon successful completion of the training and examination, the Designated Individual will receive a certificate of completion, and the Designated Individual must provide the certificate to the Program Operator.
 - iii. Access to Youth Participants. Any individual not considered a Designated Individual must not have unsupervised access to Youth Participants.

- g. *Prohibited Conduct of Designated Individuals.* Designated Individuals must not engage in any behavior that could cause harm or be misinterpreted as possibly causing harm to Youth Participants. Prohibited conduct for Designated Individuals includes, but is not limited to:
- i. No one-on-one contact with Youth Participants is permitted outside the presence of another Designated Individual.
 - ii. Do not meet with Youth Participants outside of established times for Youth Program activities.
 - iii. Do not touch Youth Participants in a manner that a reasonable person could interpret as inappropriate.
 - iv. Do not engage in any abusive conduct of any kind toward, or in the presence of, a Youth Participant, including but not limited to verbal abuse, striking, hitting, punching, poking, spanking, or restraining.
 - v. Do not shower, bathe, or undress with or in the presence of Youth Participants.
 - vi. Do not use, possess, or be under the influence of alcohol or illegal drugs while working with a Youth Program.
 - vii. Do not be alone in a vehicle with a Youth Participant at any time. A best practice is to have two adults in a vehicle with Youth Participant(s).
 - viii. Do not have direct electronic contact with Youth Participants unless specifically permitted by the Youth Program, and then only in compliance with the Youth Program communications policies and protocols. A best practice is to include another Designated Individual in communications with Youth Participants.
 - ix. Do not post or send photos of Youth Participants on personal social media accounts or messaging applications unless specifically authorized to do so as part of the Youth Program.
 - x. Do not make sexual materials in any form available to Youth Participants participating in Youth Programs, or assist them in any way in gaining access to such materials.
- h. *Insurance.* All Youth Programs must carry accident and liability insurance with coverage at least equivalent to the minimums outlined at **Exhibit B**, attached hereto. For Youth Programs that are sponsored by the University or a component or department of the University, the Youth Program may be covered by existing insurance coverage. The Program Operator should contact the Office of Risk Management with any questions related to what types of coverage will be required.
- i. *Reporting Requirements.* Each University must have processes in place to comply with federal and state reporting requirements that apply to Youth Programs. Each University must have a system in place for concerns or suspicions to be reported. Such reporting system must be publicized wherever Youth Programs are taking place.
- i. Reporting Suspected Abuse or Neglect. Under Texas law, if an individual believes a child is being abused or neglected, the individual is required to report it to the Department of Family and Protective Services (DFPS). Reports of abuse or neglect of children should also be made to the University's Title IX Coordinator.
 - ii. The Clery Act. University officials, also known as Campus Security Authorities, are required by the Jeanne Clery Act to report to the University police department suspected crimes that occur on or near campus, or on non-campus property owned or controlled by the University.
- j. *Risk Management Plans.* All Youth Programs must submit a risk management plan in accordance with the University's applicable operating policy and must be submitted prior to the first day of the Youth Program to the University's department of institutional compliance or its equivalent. A Youth Program must have an approved risk management plan prior to the

first day of the Youth Program. In order to ensure that the plan is approved prior to the first day of the Youth Program, Program Operator should make best efforts to ensure that a risk management plan is submitted at least thirty (30) days prior to the first day of the Youth Program.

- k. *Third Party Programs.* Youth Programs hosted on a University campus but operated by an unaffiliated third party (“Third Party Programs”) must, at a minimum, meet all of the requirements set forth in this Regulation. All Third Party Programs must have a University contact to serve as the Program Operator for purposes of complying with this Regulation, with applicable laws, and with applicable University policies.
- l. *Compliance with University’s OP.* In addition to the requirements set forth above, Program Operators must comply with their respective University’s Operating Policies, including their Minors on Campus policy.
- m. *Record Retention.* Youth Program Director shall ensure that all required forms under this regulation are maintained according to the University’s record retention policy.

5. Authoritative References

- a. Texas Education Code, Section 51.976
- b. Texas Education Code, Sections 22.0831-22.0837
- c. Texas Education Code, Section 38.0041
- d. Texas Administrative Code, Section 265.403
- e. Jeanne Clery Act

Contact Office: System Office of General Counsel
806-742-2155

EXHIBIT A
INDIVIDUAL PROGRAM AGREEMENT FOR MINOR PARTICIPANT
(TEMPLATE)

This Individual Program Agreement (“Agreement”) is made by and between [Insert University Name], a public institution of higher education in the State of Texas (“University”), and the adult parent or guardian named below (“Guardian”), on behalf of such Guardian and the minor participant (“Participant”).

Program/Program Name (hereinafter “Program”):

Location:

*Overnight Program? “ Yes ” No

If Yes, Residence Hall Name:

Arrival Date/Time:

Departure Date/Time:

Participant Name:

Address:

Participant Phone Number:

Date of Birth:

Gender:

***Please note, if Participant is staying overnight on University campus, additional forms may be required.**

- 1. Conduct and Compliance.** Guardian acknowledges that the Participant’s involvement in the Program is voluntary and that as a condition of Participant’s involvement, Guardian agrees to comply with all University and Program requirements including, but not limited to: (a) accurately completing all registration forms in a timely manner, (b) ensuring that the Participant is aware of the University’s and Program’s standards of conduct; (c) and immediately notifying the Program Administrator of any concerns related to the health, safety or security of the Participant or other individuals. Guardian represents Participant will comply with all applicable federal, state, and local laws and University operating policies and direction in Participant’s conduct while engaging in the Program.
- 2. Acknowledgment of Risk.** Guardian acknowledges that the nature of the Program, including but not limited to possible overnight stays in University’s residence halls and all other activities associated with the Program, may expose Participant to dangers, hazards, or risks that may result in personal injury, illness, disability, death, property damage, or economic loss caused by: (a) participating in the Program or events associated with Program; (b) traveling via any means of transportation to or from the Program or during the duration of the Program; (c) exposure to or use of materials, tools, supplies, equipment, machinery, or other items that are associated with or utilized during the Program or related activities; or (d) exposure to other dangerous conditions, whether known or unknown, associated with the Program.

3. **Representations of Guardian.** Guardian represents: (a) Guardian is at least eighteen (18) years of age; (b) Guardian has the requisite capacity and legal authority to execute this Release on behalf of Guardian and Participant; (c) Participant is physically and mentally able to participate in all aspects of the Program or related activities; and (d) Participant can be in the presence of, as well as use, the materials, tools, supplies, or equipment or other items associated with or utilized during the Program or related activities.
4. **Indemnification and Release of University.** Guardian understands and agrees that although University takes reasonable precautions to maintain adequate security, University cannot be expected to control or avoid all risks, including risks of exposure to communicable illness, associated with participation in the Program, including possible overnight stays in a University residence hall. Therefore, in consideration of the benefits Guardian and Participant will receive through Participant's participation in the Program, Guardian agrees to hereby **RELEASE, PROTECT, INDEMNIFY, AND HOLD HARMLESS, UNIVERSITY AND ITS AFFILIATES, REGENTS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, EXPENSES, AND COSTS, INCLUDING ATTORNEY'S FEES ("CLAIMS") FOR ANY AND ALL LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY, ILLNESS, DEATH, AND THOSE THAT OTHERWISE OCCUR, CAUSED BY, ARISING OUT OF, RELATED TO, OR RESULTING FROM MINOR'S PARTICIPATION IN THE ACTIVITY OR OVERNIGHT STAY IN A UNIVERSITY RESIDENCE HALL, REGARDLESS OF CAUSE, INCLUDING THE NEGLIGENCE OR WILLFUL MISCONDUCT OF UNIVERSITY. THIS INDEMNIFICATION PROVISION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**
5. **Emergency Medical Treatment.** In the event of any injury or illness to Participant while participating in the Program or staying in the University Residence Hall, Guardian consents to any medical treatment for Participant that may be required as determined by University, including but not limited to diagnostic tests, emergency medical treatment, first aid, hospitalization, and surgery. Guardian understands that treatment may be provided to Participant before Guardian is notified. Guardian agrees that any and all expenses, including medical expenses, arising from any injuries to Participant while participating in the Program are the sole responsibility of Guardian. Guardian acknowledges that University does not provide health and accident insurance for participants engaged in the Program. Guardian holds harmless and agrees to indemnify the University from any claims, causes of action, damages and/or liabilities, arising out of or resulting from such medical treatment.

Please indicate if Participant has any special conditions that University may need to know about (allergies, asthma, seizures, medical prescriptions, medications, recent hospitalizations, injuries, or illnesses, etc.). Unless specifically requested, University will not be checking with Participant regarding medications nor dispensing personal medications. However, in the event of an emergency, University requests that in the spaces below, Guardian provides the names of medications that Participant has taken or should/could take and the related dosages and side effects. If this is not applicable to Participant, please state "N/A." Please use additional paper if necessary.

6. Media, Photo, and Video Release.

Guardian, individually and on behalf of Participant:

Guardian's Signature

Guardian's Relationship to Participant

Guardian's Printed Name

Guardian's Cell Phone Number

Date

Guardian's Alternate Phone Number/Email

Emergency Contact (Other than Guardian):

Printed Name

Emergency Contact Phone Number

Relationship to Participant

Alternate Emergency Contact Number/Email

Transportation Information

Guardian hereby authorizes the following people to drop off/pick up Participant from the Program:

Name

Name

Relationship to Participant

Relationship to Participant

EXHIBIT B

INSURANCE COVERAGE REQUIREMENTS FOR YOUTH PROGRAMS

Coverage:

1. Commercial General Liability – ISO form CG 00 01 or its equivalent. Coverage to include:
 - a. Premises and Operations
 - b. Personal Injury / Advertising Injury
 - c. Products / Completed Operations
 - d. Abuse and Molestation (may be provided on separate policy and may be waived if no minors are attending or working the event)
2. Automobile Liability
 - a. Owned Vehicle
 - b. Hired Vehicle
 - c. Non-Owned and Employee Non-Owned Vehicle
 - d. Personal Injury Protection (where applicable)
3. Workers' Compensation (Coverage A) and Employers' Liability (Coverage B) – If applicable, consult TTU Office of Risk Management
4. Accident (may be secondary)
 - a. Medical
 - b. Accidental death/dismemberment
 - c. Dental
 - d. Sickness

Limits Required:

- | | |
|---|-------------|
| 1. Commercial General Liability | |
| a. General Aggregate | \$2,000,000 |
| b. Products/Completed Operation Aggregate | \$2,000,000 |
| c. Each Occurrence Limit | \$1,000,000 |
| d. Abuse & Molestation Each Occurrence | \$100,000 |
| e. Personal/Advertising Injury | \$1,000,000 |
| f. Medical Payments (Any One Person) | \$25,000 |
| 2. Automobile Liability | |
| a. Bodily Injury/Property Damage (Each Accident) | \$1,000,000 |
| b. Personal Injury Protection (if applicable) | Statutory |
| 3. Workers' Compensation – if applicable | |
| a. Workers' Compensation | Statutory |
| b. Employers' Liability (Each Accident) | \$500,000 |
| c. Employers' Liability Disease (Each Employee) | \$500,000 |
| d. Employers' Liability Disease (Policy Limit) | \$500,000 |
| 4. Umbrella Liability – may be used to meet minimum required limits | |
| a. Each Occurrence Limit | \$1,000,000 |
| b. General Aggregate Limit | \$1,000,000 |
| c. Products/Completed Operations Aggregate | \$1,000,000 |
| 5. Accident | |
| a. \$25,000 medical benefit per claim | |
| b. \$10,000 accidental death/dismemberment per claim | |
| c. \$150 per tooth / \$1,000 aggregate | |
| d. \$500 overnight campers | |

Commercial General Liability (CGL): All Policies

1. Must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by Texas Tech University
2. Must include a Waiver of Subrogation Clause

Accident coverage may be secondary.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or cancelled except after thirty (30) days' prior written notice has been given to **THE UNIVERSITY** except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice shall be sent directly to **THE UNIVERSITY**. If any insurance company refuses to provide required notice, **GROUP** or its insurance broker shall notify Texas Tech University of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Certificate of Insurance: An original (Acord 25) certificate of insurance shall be submitted by the insurer or agent.

Payment

Payment of insurance premiums is the responsibility of the host. Final premium is subject to audit and will be adjusted upon conclusion of the camp. You will be sent an invoice based on the audit. Failure to make timely payments may result in removal of coverage and future eligibility to participate in the Camp Insurance Program.