

## **PROGRAM STAFF CODE OF CONDUCT**

This Code of Conduct governs program directors, employees, volunteers, and agents including faculty, staff, and students (“Staff”) for virtual Summer Programs (“Program”) sponsored by Ohio University (the “University”). This document must be signed and collected by the “Program Director” (University employee in charge of and responsible for the Program) prior to the Program beginning. The undersigned Staff member agrees as follows:

### **General Rules and Requirements:**

1. To protect the University, Staff and participants of the Program (“Participants”), Staff may never have one-on-one contact with a minor where they cannot be observed by other Staff or a parent/guardian. If breakout rooms are used during the Program, there must be two Staff per room. If communicating (emailing, texting, etc.) with a minor Participant instead of a parent/guardian is necessary, then a parent/guardian or another Staff member must also be included in the communication.
2. Staff is required to comply with University Policy 03.004: Sexual Misconduct, Relationship Violence, and Stalking (<https://www.ohio.edu/policy/03-004.html>), including the requirement to report sexual misconduct to the Office of Equity and Civil Rights Compliance.
3. All Staff are required to complete the EduRisk trainings prior to the first day of the Program and to provide certificates to the Program Director who will use and track on the Staff/Volunteer Tracking Form.
4. Staff who have access to confidential information of a Participant may use it only for Program administration and have an obligation not to disclose that information to others outside the Program unless necessary for health, safety, or legal necessity.
5. If applicable to the Staff member’s responsibilities to the Program to review registration information of Participants, Staff must work with the Office for University Accessibility, the Office of Information Technology (“OIT”), and parents/guardians to provide accommodations to Participants ready at the start of the Program.
6. Staff must use positive techniques of guidance, including redirection, positive reinforcement and encouragement rather than competition, comparison and criticism. Staff will have age-appropriate expectations and setup guidelines and environments that minimize the need for discipline.
7. Any volunteers must also complete the Volunteer Agreement and Release that can be found here prior to the Program beginning: <https://www.ohio.edu/hr/additional-resources/risk-management-and-insurance/minors-campus>.

### **Behavior of Staff:**

1. Staff shall not abuse children in any way including verbal or mental abuse, bully, humiliate, degrade, threaten, speak inappropriately, shame, withhold kindness, be cruel, etc. Any form of abuse will not be tolerated and may be cause for immediate removal from the Program and disciplinary action from the University.
2. Staff will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.

3. Staff will respond to children with respect and consideration and treat all children equally, regardless race, color, religion, age, ethnicity, national origin, national ancestry, sex, pregnancy, gender, gender identity or expression, sexual orientation, military service or veteran status, mental or physical disability, or genetic information.
4. During the Program, Staff must be a good example to the Participants and other Staff and therefore will not:
  - a. use, possess, discuss, or be under the influence of alcohol or illegal drugs;
  - b. use, possess, or discuss smoking or tobacco products in the presence of the Participants;
  - c. possess any type of weapon or explosive device;
  - d. use University computers to access pornographic sites, send e-mails with sexual overtones or otherwise inappropriate messages, or develop online relationships with Participants;
  - e. use profanity, tell inappropriate jokes, or share intimate details of one's personal life in the presence of Participants;
  - f. use a platform to harm minors in any way;
  - g. date Program Participants who are under the age of 18; and
  - h. initiate contact with or accept supervisory responsibility for Participants outside approved University activities. Staff may not be alone with Participants they meet in University Programs outside the University. This includes babysitting, sleepovers, driving or riding in cars, and inviting children to their homes.

#### **Technology:**

1. Staff will follow all directions from University OIT regarding the use of an online platform ("Platform") for the delivery of the Program. Staff may not use third-party software or apps for the Program unless the University already has an agreement in place and OIT has approved. Staff will not allow any third-party provider to collect any information about the Participants.
2. Staff must actively monitor all conversations both verbally and if a chat feature is used in a Platform in posts to ensure that a Participant does not "stalk", bully, humiliate, degrade, threaten, shame, or otherwise harass another. Staff will immediately delete any noncompliant posts and handle discipline of the Participant as appropriate.
3. In connection with your use of the Platform and ability to provide or upload creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials ("User Content"), you agree that you will not, nor permit anyone else to, indirectly or directly:
  - a. record, print screen, photograph, or capture the image, audio or likeness of any Participants ("Record"). The Agreement and Release of Liability Form allows Staff to Record for the limited use of participation in the Program. It is recommended that the Participants and the chat feature are not part of any recording. If it is necessary to Record parts of the Program that includes Participants, then Staff must adhere to and respect the responses given to the Photo and Film Waiver of each Participant which allows expanded permissions including for promotional purposes. Staff must be careful not to share anything including on social media without a Photo and Film Waiver that permits it on a Participant by Participant basis;

- b. upload, post, email, transmit or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as proprietary or confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- c. submit information that includes non-public personal or identifying information (including personal data) about another person without that person's explicit consent, where that person is specifically aware that University will process their information for the purposes envisaged by your disclosure;
- d. upload, post, email, transmit or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- e. restrict or inhibit any other visitor or member from using the Platform, including, without limitation, by means of "hacking" or defacing any portion of the Platform;
- f. access or attempt to access parts of the Platform for which you are not authorized by University, circumvent or attempt to circumvent any security or password protection on the Platform, access the Platform by any means other than through the interface that is provided and authorized by University;
- g. modify any software for the Platform in any manner or form, nor use modified versions of such software, including (without limitation) for the purpose of obtaining unauthorized access to the Platform;
- h. use the Platform or information and materials provided on or through the Platform, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links ("materials") for any unlawful purpose;
- i. express or imply that any statements you make are endorsed by the University, without our prior written consent;
- j. impersonate any person or entity, whether actual or fictitious, including any employee or representative of University;
- k. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Platform;
- l. transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene, pornographic, hateful, vulgar or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- m. use the Platform to harm minors in any way;
- n. engage in spamming or flooding;
- o. transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- p. modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Platform or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform;

- q. remove any copyright, trademark or other proprietary rights notices contained on the Platform;
  - r. “frame” or “mirror” any part of the Platform;
  - s. “stalk”, bully, humiliate, degrade, threaten, shame, or otherwise harass another;
  - t. use any robot, bot, spider, offline reader, Platform search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, scrape or in any way reproduce or circumvent the navigational structure or presentation of the Platform or its contents without our prior written consent, including with respect to any CAPTCHA displayed on the Platform. Notwithstanding the foregoing, University grants the operators of public search engines permission to use spiders to copy materials from the Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. University reserves the right to revoke these exceptions either generally or in specific cases;
  - u. harvest or collect information about Platform visitors or members without University's express consent (which may be contingent upon you obtaining the consent of any such Platform visitors or members, in the terms stipulated by University);
  - v. take any action that imposes or may impose (in University’s sole discretion) an unreasonable or disproportionately large load of data, information, or queries on our (or our third-party providers’) infrastructure;
  - w. share use of your password or use any passcode or password, regardless of whether or not such passcode or password is unique, to participate in any offer on the Platform if you are not the original recipient of such passcode or password;
  - x. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to Section 219 of the Immigration and Nationality Act; and/or
  - y. violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.
4. If Staff knows that any Participant has violated Section 3.a. through y., Staff has the obligation to report the violation to the appropriate University office and/or employee as applicable.

Serving as a Staff member for the Program is contingent upon compliance with this Code of Conduct. The University in its sole discretion may suspend or terminate Staff’s participation in and access to the Program for any violation. Violations may also be reported to the appropriate University offices for disciplinary purposes in accordance with University policies and procedures and the Faculty Handbook.

By signing here I am stating that I read and agree to comply with the terms of the Code of Conduct including the repercussions if violated.