

Policy Number: 02.041

Policy Type: Employee

Policy Title: Caregivers' Policy

Authors: Caregivers' Taskforce Members: Michael Casselli, Aj Fouts, Tyler Clapsaddle, Sarah Olson.

Who Approves: College Council

Review Cycle: As needed

Who implements: Human Resources

Policy Location: Administrative Policy Library

Governing body: College Council

Approval Date: 07/09/2020

Caregivers' Policy

- I. Scope: This policy applies to all students, faculty, and staff of Antioch College. The policy applies to Antioch College's main campus, as well as all properties owned by the College.
- II. Policy Statement: The following Caregivers' Policy seeks to make explicit the allowance of dependents, whether they be of students, faculty, or staff, on this campus.
- III. Related Policies: All adults and children participating in Antioch College's programs, or otherwise inhabiting campus properties, must comply with Antioch College community agreements, including but not limited to the Sexual Offense Prevention Policy and the Racial Discrimination Prevention Policy, and the Equal Opportunity and Anti-Harassment Policy.
- IV. Definitions
 - A. Community Member. For the purposes of this policy, a community member is anyone working at, residing in, or attending the College. This includes current students, staff, faculty, and administrators of the College.
 - B. Dependent. For the purposes of this policy, dependent may include any of the following:
 1. A minor dependent. A qualifying child under 26 US Code § 152 – A) who bears a relationship to the community member, B) who has the same principal place of abode as the community member for more than one-half of a taxable year, C) who is no older than 17 years of age.
 2. A non-child dependent. An adult person who is unable to physically or mentally care for themselves and whose care is the primary responsibility of the caregiver.

- C. Antioch College campus. Any and all campus buildings, as well as land afforded to the College, such as Glen Helen Nature Preserve.

V. General Provisions

- A. In general, dependents are welcome to campus under the following circumstances:

1. When dependents are enrolled at Antioch College or attending Antioch College events and programs, such as Admissions events, Alumni Reunion, Commencement, Community Day, and other college-sanctioned events open to the general public.
2. During brief visits or other non-routine circumstances where common sense would dictate it is more efficient for the community member to bring the dependent to campus.

- B. Should the need arise through an emergency situation or other circumstance beyond the control of the community member, dependents may accompany a community member to campus. In such instances:

1. The caregiver is responsible for ensuring constant supervision of the dependent on such visits and must ensure the dependent is not disruptive to the caregiver or other community members in the work or study space. The caregiver must either provide direct supervision or arrange for supervision of the dependent when the dependent is on campus.
2. Employees must provide supervisors with prior notification of the circumstances that require they bring dependents into the workplace. Employees working in the same department or academic division are not compelled to supervise dependents. The caregiver must supervise the dependent on such visits and must ensure that the dependent is not disruptive to the caregiver or to other individuals in the workspace.
3. The dependent should not cause physical harm to community members or damage College property.
4. Dependents will not occupy campus spaces deemed unsafe or inappropriate. Campus Safety Committee shall generate a list of areas where minor dependents or non-child dependents would be excluded. Campus Safety Committee further requests all departments/divisions to identify any additional areas or circumstances in their domains where the presence of

dependents would conflict with a safe and productive work environment, or result in increased liability for the College. (See Section VIII)

VI. Liability

- A. Caregivers who choose to bring dependents to campus shall, in writing, release, waive, and discharge Antioch College, its board members, trustees, faculty, instructors, mentors, agents, advisors, employees, affiliates, members, volunteers, staff, representatives, officers, cooperating agencies, cooperating organizations and assigns (collectively, the “Releasees”) from, covenant not to sue Releasees in connection with, any and all claims [including, not by way of limitation, any claims arising from the negligence of Releasees or any of them resulting in personal injury, accidents or illnesses (including death) and/or property loss] arising from or relating in any way to bringing dependents to campus.
- B. Caregivers must expressly agree that (1) this policy and/or any action or claim relating to this document shall be governed by the laws of the State of Ohio without regard to the laws of conflict of law thereof; and (2) any action or claim relating to this document and/or the Activity shall be initiated and maintained in a municipal or state court in Greene County, Ohio, or in the United States District Court for the Southern District of Ohio.
- C. Caregivers who bring minor dependents or non-child dependents to campus shall be responsible for any damage to college property that results from an action of the dependent.

VII. Complaint Process

- A. Any disruptions or workplace or classroom activity will be handled through direct communication with the caregiver. Where such disruptions result in actionable, please refer to Student Disciplinary Procedures and the Employee Discipline Policy, No. 02.042.

VIII. High-Risk Safety Areas

Non-student dependents and minor children are not permitted in high-risk safety areas. These include:

- 1. Food preparation areas in Birch Hall and North Hall
- 2. Art and Science Building Woodshop
- 3. Art and Science Building Sculpture Studio
- 4. Art and Science Building Environmental Labs

5. Art and Science Building Biology Labs
6. Art and Science Building Chemistry Labs
7. The Central Geothermal Plant
8. College vehicles, heavy-duty or other motorized equipment
9. Rooftops and construction zones
10. Any facility not holding a current occupational license
11. The Wellness Center

This list will be reviewed annually by the College Safety Committee and adopted into this policy by a vote of College Council.

IX. Effective & Revision Dates: This policy was approved by ComCil to be recommended to the Antioch College Administration on 05/08/2018. This policy was revised on 06/01/2018, 2/11/19, and 6/26/2020. This policy is effective XX/XX/2020.

X. Liability Waiver:



ANTIOCH COLLEGE

Release and Waiver of Liability – Caregiver

Adult (First, Last Name): _____ Date of Release: _____

Phone: _____ Email: _____

Date of Birth: _____ City/State/Zip: _____

Owner: Antioch College Corporation

Activity: Admission to Antioch College campus

Location: Antioch College, Yellow Springs, Ohio

Recognizing the possibility of physical injury associated generally with dangerous equipment on a college campus, I hereby agree to release, discharge and/or otherwise indemnify Antioch College Corporation, its trustees, officers, directors, employees, and volunteers ("Released Parties"), from and against any claims, losses, costs, liabilities, and expenses (including but not limited to attorneys' fees) relating to bodily injury (including death) and/or property damage which I may suffer or claim to suffer at Antioch College. This release is provided in consideration of the privilege of participating in said activity. **This release is intended to explicitly and specifically release the Released Parties from their own negligence, be it active, passive, or gross, or alleged as thus.** This release is further intended to cover all derivative claims which arise or may arise out of any events, losses, or claims which may arise hereunder.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability for myself and the dependents (under the age of 18) listed below** to the greatest extent allowed by law.

I am the parent or legal guardian of dependents listed here:

(1) Print Name Date of Birth

(2) Print Name Date of Birth

(3) Print Name Date of Birth

Signature: _____ Date: _____