

VOLUNTEER AGREEMENT (US & INTERNATIONAL)

THIS VOLUNTEER AGREEMENT (this “Agreement”) is made as of the date set forth on the signature page, by and between Iridescent Learning, a California nonprofit corporation (“Iridescent Learning”) located at 532 West 22nd St., Los Angeles, CA 90007, and the undersigned volunteer named on the signature page (“Volunteer”) (each a “Party” and collectively the “Parties”), to enable Volunteer to implement Iridescent Learning programs and serve as a volunteer for one or more programs provided by Iridescent Learning. The Parties hereby agree:

1. Volunteer’s Responsibilities

Volunteer’s responsibilities are educational in nature and shall include, among others, providing science and engineering programming in connection with one or more of the following Iridescent Learning courses: Family Science, Be an Inventor, Technovation, and Curiosity Machine (the “Volunteer Activities”). Volunteer understands and acknowledges that Volunteer Activities may require Volunteer to interact with adults, children, and scientific equipment and materials; travel to Iridescent Learning studios or other locations; sit for extended periods of time; and stand for extended periods of time. Volunteer further understands and acknowledges that Volunteer will not be compensated for any time spent volunteering or performing the Volunteer Activities, nor will Volunteer be entitled to any employment or other benefits, including without limitation, employment insurance benefits upon the termination of this agreement or as a result of this service.

2. Code of Conduct

In Volunteer’s capacity as a volunteer for Iridescent Learning and in the performance of the Volunteer Activities, Volunteer will adhere to the Code of Conduct attached hereto as Exhibit A.

3. Iridescent Learning Information and Materials

From time to time, Volunteer will receive materials from Iridescent Learning, which may include pamphlets, activity suggestions, books or equipment (the “Materials”). Volunteer shall use the Materials solely in connection with the Volunteer Activities and for no other purposes.

4. Indemnity

To the fullest extent permitted by applicable law, Volunteer shall protect, defend, indemnify and hold harmless Iridescent Learning, its directors, officers, employees, and agents against any and all losses, liabilities, fines, penalties, claims, actual damages, judgments, and costs (including reasonable attorney’s fees) arising from any claim against Iridescent Learning, which relate to or arise out of any acts or omissions of Volunteer taken or not taken within the scope of this Agreement.

5. Liability Release

Volunteer and his or her assignees, heirs, guardians, and legal representatives, will not sue or otherwise make any claim against Iridescent Learning or any of its directors, officers, employees, or agents for injury, damage or other loss resulting from any acts, however caused, by any of its directors, officers, employees or agents as a result of or relating to the Volunteer Activities or Volunteer’s service as a volunteer, other than any such acts caused by or resulting from the willful misconduct of Iridescent Learning or its directors, officers, employees, or agents. To the extent permitted by law, Volunteer hereby releases and discharges Iridescent Learning and its directors, officers, employees, and agents from all actions, claims or demands that Volunteer, or his or her heirs, guardians, and legal representatives now have, or may have in the future, for injury or damage resulting or arising from or related to the Volunteer

Activities or Volunteer's service as a Volunteer, other than any such injury or damage arising from or related to the willful misconduct of Iridescent Learning, its directors, officers, employees, or agents. Volunteer expressly waives the provisions of California Civil Code section 1542, which provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

6. Use of Likeness Release

Iridescent Learning may produce or participate in the production of video, motion picture, audio recording, web page, or still photograph productions, broadcasting, and/or publication which may involve the use of Volunteer's name, photo, likenesses, or voices. Such productions will be used for non-commercial educational, exhibition, promotional, advertising, or other purposes by Iridescent Learning and will not be sold to other school systems or educational professionals or for commercial use by any person. Such productions may be copied, edited and distributed by Iridescent Learning in the manner described above. The undersigned Volunteer understands and consents that his/her name, photo, likeness, or voice may be used in the manner described above, and grants Iridescent Learning full rights to use and reuse the video, motion picture, audio recording, web page, or still photograph. The undersigned Volunteer hereby grants this consent without limitation. This release and consent shall inure to the benefits of assigns, licenses and legal representatives of Iridescent Learning as well as the party(ies) for whom Iridescent Learning took the video, motion picture, audio recording, web page or photograph, and the heirs and assigns of Volunteer.

7. Attendance Data Collection Release

Iridescent Learning collects attendance data and program outcomes via surveys and assessments. This information is solely used for evaluation and program improvement purposes. Iridescent Learning records the data in a secure internal system and publishes aggregate results without identifying the participants. Data is collected via 'keytag' (electronically), hand-written responses, and interviews. Volunteers may be asked to participate in any of the above before, during, or after their participation in Volunteer Activities. All information obtained remains confidential; Volunteers' responses are used anonymously.

8. Entire Agreement

This Agreement constitutes the sole and entire agreement of the Iridescent Learning and Program Participant with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

9. Severability

If any term or provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of Volunteer, and Volunteer's heirs, executors, assigns and administrators, and it shall inure to the benefit of Iridescent Learning and each of its successors or assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This Agreement shall be effective as of the first day of Volunteer's performance of the Volunteer Activities, even if such date precedes the signing of this Agreement.

11. Governing Law

This contract shall be governed by the laws of the State of California in Los Angeles County and any applicable federal law.

12. Term and Termination

This Agreement shall remain in effect until terminated by either Party. This Agreement may be terminated by either Party providing written notice of termination to other Party.

13. Continuing Effect

Notwithstanding any termination of this agreement, the terms of Sections 3, 4, 5, 6, and 7 shall remain in full force and effect, and shall be binding upon Volunteer and Volunteer’s legal representatives, successors and assigns.

14. Amendment; Waiver

No amendment or modification of this Agreement shall be binding unless it is in writing signed by Iridescent Learning and Volunteer. The waiver by either Party of a breach of any provision of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach by such Party.

15. Counterparts

This Agreement may be executed by facsimile or electronically (in PDF format) in one or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

VOLUNTEER

Signature

Date

Print Name

IRIDESCENT LEARNING

Signature

Date

Print Name

Title

EXHIBIT A CODE OF CONDUCT

The mission of Iridescent Learning is to provide science and engineering programming to children and families, increasing their curiosity, imagination, and persistence. All volunteers shall do their part to further this mission. In addition to abiding by the specific rules that follow, all volunteers shall act in the best personal and educational interest of all children and other program participants.

- **Responsibility**: Volunteers shall prepare for assigned programming sessions and arrive promptly to sessions. They shall not possess or be under the influence of alcohol or illegal drugs, and they shall refrain from using tobacco products in the presence of program participants. They shall notify Iridescent Learning staff if arrested for a misdemeanor or felony.
- **Professionalism**: Volunteers shall refrain from using profanity, telling inappropriate jokes, wearing inappropriate clothing, and sharing intimate details of their personal lives in the presence of program participants. They shall not exchange personal information with children and shall not contact children outside of program hours without permission from children's parents.
- **Confidentiality**: Volunteers shall maintain the confidentiality of program participants. They shall not disclose or disseminate program participants' personal information, such as identifying information, photographs, or educational records, to anyone beyond Iridescent Learning staff.
- **Nondiscrimination**: Volunteers shall treat all children, parents, other volunteers, and Iridescent Learning staff with respect regardless of age, race, gender, religion, culture, socio-economic status, or disability.
- **Positivity**: Volunteers shall work with children in a positive manner. They shall use techniques such as encouragement, positive reinforcement, and redirection. They shall never physically or verbally abuse children.
- **Safety**: Volunteers shall not carry firearms or other weapons in the presence of program participants. They shall release children only to parents, guardians, or other adults (as authorized by parents or guardians).
- **Child Abuse Prevention**: Volunteers shall read and understand the laws and policies related to identifying, documenting, and reporting child abuse and neglect, which are attached to this Code of Conduct. Although California law does not require volunteers to report suspected child abuse or neglect, it encourages volunteers who supervise or have direct contact with children to obtain training on recognizing and reporting child abuse and neglect.
 - **Note to Volunteers in other states and international Volunteers**: We recognize that laws regarding reporting of suspected child abuse and neglect vary from state to state and country to country. We ask that you read the attached policy, which reflects applicable law in Iridescent Learning's headquarters in the State of California, United States. In the event that you believe it is necessary to report suspected child abuse, please contact a program supervisor or the Chief Operating Officer of Iridescent Learning immediately.

**IRIDESCENT LEARNING
POLICY AND PROCEDURES FOR REPORTING CHILD ABUSE ALLEGATIONS
(CALIFORNIA)**

Duty to Report Suspected Child Abuse or Neglect – Voluntary and Mandated Reporters

Under the California Penal Code, employees of Iridescent Learning are mandated reporters. Meanwhile, volunteers of Iridescent Learning who supervise or have direct contact with children are not mandated reporters, but are encouraged to obtain training on recognizing and reporting child abuse and neglect. Cal. Penal Code § 11165.7(b).

New Employee Notification

All Iridescent Learning employees in California must sign a statement that they have knowledge of the law and will comply with its provisions. Cal. Penal Code § 11166.5. After this form is signed, a copy shall be retained in the employee's personnel file.

Knowledge or Suspicion of Abuse

Under the Penal Code, when a mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom he or she knows or reasonably suspects has been the victim of child abuse or neglect, he or she must file a report. Cal. Penal Code § 11166(a). Reasonable suspicion "means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect." Cal. Penal Code § 11166(a)(1).

Definition of Abuse and Neglect

Child abuse or neglect includes, but is not limited to:

- Physical injury inflicted by other than accidental means upon a child by another person. Cal. Penal Code § 11165.6.
- Sexual abuse, which is defined as rape, statutory rape, incest, sodomy, lewd or lascivious acts upon a child, oral copulation, sexual penetration or child molestation and includes, but is not limited to, any penetration, intrusion, intentional touching, and intentional masturbation in the presence of a child. Sexual abuse also includes sexual exploitation, which is defined as any conduct involving matter depicting a minor engaged in obscene acts, any person who permits, encourages, assists, promotes, or induces a child to engage in prostitution or sexual performance or pose or model for a film involving obscene acts as well as any person who depicts a child in any form of film, print or photograph engaged in sexual conduct. (For more detailed descriptions see Cal. Penal Code § 11165.1).
- Neglect, meaning the negligent treatment or the maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. The term includes both acts and omissions on the part of the responsible person. Cal. Penal Code § 11165.2.
- Willful cruelty or unjustifiable punishment, which is defined as a situation where any person willfully causes or permits any child to suffer, or inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered. Cal. Penal Code § 11165.3.
- Unlawful corporal punishment or injury, which is defined as a situation where any person willfully inflicts upon a child cruel or inhuman corporal punishment or injury that results in a traumatic condition. Cal. Penal Code § 11165.4.

However, "child abuse or neglect" does not include a mutual affray between minors or an injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his or her employment as a peace officer. Cal. Penal Code § 11165.6.

Required Reports to Authorities by Telephone

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department, or the County Welfare Department (Child Protective Services) or to County Probation Department, if that Probation Department has been specifically designated to receive child abuse reports. Cal. Penal Code § 11165.9. *Reports must be made immediately or as soon as practically possible by telephone.* If two or more mandated reporters have joint suspicion or knowledge of child abuse or neglect, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Cal. Penal Code § 11166 (f).

To make a report, telephone one or more of the law enforcement or child protective agencies described above. For the County Welfare Department (Child Protective Services), the relevant Emergency Response County Hotline numbers are:

- San Bernardino County – (800) 827-8724; (909) 384-9233
- Los Angeles – (800) 540-4000
- Orange County – (800) 207-4464; (714) 940-1000

This report will include:

- a. The name of the person making the report;
- b. The name of the child;
- c. The present location of the child;
- d. The nature and extent of any injury;
- e. Any other information requested by the agency, including the information that led the mandated reporter to suspect child abuse.

The Iridescent Learning employee shall note the name of the official contacted, the date and time contacted, and any instructions or advice received. If the person contacted states that they will not accept the report, the Iridescent Learning employee will ask for his or her supervisor. Even if the person to whom the employee speaks purports not to accept the report, the employee will still follow up with the required written report.

Required Written Report to Authorities

Within 36 hours of making the telephone report, the mandated reporter shall complete and mail to the local child protective agency a written report, which includes a completed Department of Justice form (DOJ SS 8572). This form may be obtained from Iridescent Learning's administration or online (http://ag.ca.gov/childabuse/pdf/ss_8572.pdf). Instructions are included on the form, and employees may ask supervisors for help in completing and mailing it; however, the mandated reporter is personally responsible for ensuring that the written report is correctly submitted. Cal. Penal Code § 11166.

Reports to Iridescent Learning Supervisors

Employees reporting child abuse to a law enforcement or child protective agency should also notify their program supervisor. When so notified, the supervisor shall inform the Chief Operating Officer or designee. Supervisors so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and regulations. At the mandated reporter's request, Iridescent Learning supervisors may assist in completing and submitting these forms. The employee should provide a copy of the written report to the program supervisor, who in turn will provide a copy to the Chief Operating Officer or designee.

However, the mandated reporter does not have to reveal his or her identity to Iridescent Learning when reporting allegations of neglect or abuse. If the mandated reporter wishes to remain anonymous, he or she may comply with Iridescent Learning policy by providing an anonymous copy of the written report to the Chief Operating Officer without disclosing his or her signature or name.

Allegations About an Iridescent Learning Staff Member

Employees who observe or receive information regarding an inappropriate relationship (physical, verbal, sexual, or emotional) between an employee or volunteer and a program participant must bring the matter to the attention of the program supervisor and complete a written "Special Incident Report." This detailed report must be brought to the attention of the Chief Operating Officer as soon as practicable but at least before the end of the employee's scheduled shift. The accused staff member must be contacted immediately by the Chief Operating Officer and be informed of the allegations. The accused staff must immediately provide a written response to the allegations prior to his or her departure from his scheduled shift. This written report is not optional, but mandatory. Failure to provide a written detailed description of the events surrounding the allegations will result in immediate dismissal. The Chief Operating Officer will then inform the staff member of Iridescent Learning procedure and place the employee on administrative leave with pay. It should be explained to the staff member who is placed on administrative leave that the action is taken to protect him/her, the resident and Iridescent Learning and does not imply guilt or wrongdoing.

Pending the outcome of an investigation by law enforcement or a child protective agency and prior to the filing of formal criminal charges, if any, the employee may be subject to reassignment or a paid leave of absence. Upon filing formal charges or upon conviction, Iridescent Learning may take disciplinary action in accordance with law, Iridescent Learning policies, and regulations. The Chief Operating Officer or designee may seek legal counsel in connection with either the suspension or dismissal of the employee.

Responsibility of the Mandated Reporter

The primary responsibility of the mandated reporter is to identify incidents of suspected child abuse and comply with laws requiring the reporting of suspected abuse to the proper authorities. *Determining whether or not the suspected abuse actually occurred is not the responsibility of Iridescent Learning staff.* Such determination and follow-up investigation will be made by law enforcement or the child protective agency.

Legal Responsibility and Liability

In California, mandated reporters have absolute immunity. Iridescent Learning employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse. Likewise, volunteers who are not required to report child abuse are immune so long as they do not make reports that are known to be false or are made with reckless disregard of the truth or falsity of the report. Cal. Penal Code § 11172.

Penalties for Failure to Report

If a mandated reporter fails to report an instance of child abuse that he or she knows to exist or reasonably suspects to exist, he or she is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. Cal. Penal Code § 11166. The mandated reporter may also be held civilly liable for damages resulting from any injury to the child after a failure to report.

The duty to report child abuse is an individual duty and no supervisor may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

Victim Interviews

Upon request, law enforcement or child protective agency representative may interview a suspected victim of child abuse during Iridescent Learning agency work hours, on the agency premises, concerning a report of suspected child abuse that occurred within the child's home. The child shall be given the choice of being interviewed in private or may request that a member of the Iridescent Learning staff be present. Cal. Penal Code § 11174.3.

An Iridescent Learning staff member selected by a child may decline to be present at the interview. If the selected person accepts, the Chief Operating Officer or designee shall inform him or her before the interview takes place of the following legal requirements:

- The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible;
- The selected person shall not participate in the interview;
- The selected person shall not discuss the facts or circumstances of the case with the child;
- The selected person is subject to the confidentiality requirements of the Child Abuse and Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during work hours. Cal. Penal Code § 11174.3.

Excerpts from the California Child Abuse and Neglect Reporting Act

Section 11165.7

- (a) As used in this article, "mandated reporter" is defined as any of the following:
- (1) A teacher.
 - (2) An instructional aide.
 - (3) A teacher's aide or teacher's assistant employed by any public or private school.
 - (4) A classified employee of any public school.
 - (5) An administrative officer or supervisor of child welfare and attendance, or a certificated pupil personnel employee of any public or private school.
 - (6) An administrator of a public or private day camp.
 - (7) An administrator or employee of a public or private youth center, youth recreation program, or youth organization.
 - (8) An administrator or employee of a public or private organization whose duties require direct contact and supervision of children.
 - (9) Any employee of a county office of education or the California Department of Education, whose duties bring the employee into contact with children on a regular basis.
 - (10) A licensee, an administrator, or an employee of a licensed community care or child day care facility.
 - (11) A headstart teacher.
 - (12) A licensing worker or licensing evaluator employed by a licensing agency as defined in Section 11165.11.
 - (13) A public assistance worker.
 - (14) An employee of a child care institution, including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities.
 - (15) A social worker, probation officer, or parole officer.
 - (16) An employee of a school district police or security department.
 - (17) Any person who is an administrator or presenter of, or a counselor in, a child abuse prevention program in any public or private school.
 - (18) A district attorney investigator, inspector, or family support officer unless the investigator, inspector, or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor.
 - (19) A peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2, who is not otherwise described in this section.

- (20) A firefighter, except for voluntary firefighters.
- (21) A physician, surgeon, psychiatrist, psychologist, dentist, resident, intern, podiatrist, chiropractor, licensed nurse, dental hygienist, optometrist, marriage, family and child counselor, clinical social worker, or any other person who is currently licensed under Division 2 (commencing with Section 500) of the Business and Professions Code.
- (22) Any emergency medical technician I or II, paramedic, or other person certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code.
- (23) A psychological assistant registered pursuant to Section 2913 of the Business and Professions Code.
- (24) A marriage, family and child therapist trainee, as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code.
- (25) An unlicensed marriage, family, and child therapist intern registered under Section 4980.44 of the Business and Professions Code.
- (26) A state or county public health employee who treats a minor for venereal disease or any other condition.
- (27) A coroner.
- (28) A medical examiner, or any other person who performs autopsies.
- (29) A commercial film and photographic print processor, as specified in subdivision (e) of Section 11166. As used in this article, "commercial film and photographic print processor" means any person who develops exposed photographic film into negatives, slides, or prints, or who makes prints from negatives or slides, for compensation. The term includes any employee of such a person; it does not include a person who develops film or makes prints for a public agency.
- (30) A child visitation monitor. As used in this article, "child visitation monitor" means any person who, for financial compensation, acts as monitor of a visit between a child and any other person when the monitoring of that visit has been ordered by a court of law.
- (31) An animal control officer or humane society officer. For the purposes of this article, the following terms have the following meanings:
 - (A) "Animal control officer" means any person employed by a city, county, or city and county for the purpose of enforcing animal control laws or regulations.
 - (B) "Humane society officer" means any person appointed or employed by a public or private entity as a humane officer who is qualified pursuant to Section 14502 or 14503 of the Corporations Code.
- (32) A clergy member, as specified in subdivision (c) of Section 11166. As used in this article, "clergy member" means a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized denomination or organization.
- (33) Any employee of any police department, county sheriff's department, county probation department, or county welfare department.
- (34) An employee or volunteer of a Court Appointed Special Advocate program, as defined in Rule 1424 of the Rules of Court.

- (b) Volunteers of public or private organizations whose duties require direct contact and supervision of children are encouraged to obtain training in the identification and reporting of child abuse.
- (c) Training in the duties imposed by this article shall include training in child abuse identification and training in child abuse reporting. As part of that training, school districts shall provide to all employees being trained a written copy of the reporting requirements and a written disclosure of the employees' confidentiality rights.
- (d) School districts that do not train the employees specified in subdivision (a) in the duties of child care custodians under the child abuse reporting laws shall report to the State Department of Education the reasons why this training is not provided.
- (e) The absence of training shall not excuse a mandated reporter from the duties imposed by this article.

Section 11166.

(a) Except as provided in subdivision (d), and in Section 11166.05, a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make a report to the agency immediately or as soon as is practicably possible by telephone, and the mandated reporter shall prepare and send, fax, or electronically transmit a written followup report within 36 hours of receiving the information concerning the incident. The mandated reporter may include with the report any nonprivileged documentary evidence the mandated reporter possesses relating to the incident.

- (1) For the purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. For the purpose of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.
- (2) The agency shall be notified and a report shall be prepared and sent even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.
- (3) A report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) If, after reasonable efforts, a mandated reporter is unable to submit an initial report by telephone, he or she shall immediately or as soon as is practicably possible, by fax or electronic transmission, make a one-time automated written report on the form prescribed by the Department of Justice, and shall also be available to respond to a telephone followup call by the agency with which he or she filed the report. A mandated reporter who files a one-time automated written report because he or she was unable to submit an initial report by telephone is not required to submit a written followup report.

- (1) The one-time automated written report form prescribed by the Department of Justice shall be clearly identifiable so that it is not mistaken for a standard written followup report. In addition, the automated one-time report shall contain a section that allows the mandated reporter to state the reason the initial telephone call was not able to be completed. The reason for the submission of the one-time automated written report in lieu of the procedure prescribed in subdivision (a) shall be captured in the Child Welfare Services/Case Management System (CWS/CMS). The department shall work with stakeholders to modify reporting forms and the CWS/CMS as is necessary to accommodate the changes enacted by these provisions.
- (2) This subdivision shall not become operative until the CWS/CMS is updated to capture the information prescribed in this subdivision.

- (3) This subdivision shall become inoperative three years after this subdivision becomes operative or on January 1, 2009, whichever occurs first.
 - (4) On the inoperative date of these provisions, a report shall be submitted to the counties and the Legislature by the State Department of Social Services that reflects the data collected from automated one-time reports indicating the reasons stated as to why the automated one-time report was filed in lieu of the initial telephone report.
 - (5) Nothing in this section shall supersede the requirement that a mandated reporter first attempt to make a report via telephone, or that agencies specified in Section 11165.9 accept reports from mandated reporters and other persons as required.
- (c) A mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that imprisonment and fine. If a mandated reporter intentionally conceals his or her failure to report an incident known by the mandated reporter to be abuse or severe neglect under this section, the failure to report is a continuing offense until an agency specified
- (d)
 - (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.
 - (2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.
 - (3)(A) On or before January 1, 2004, a clergy member or any custodian of records for the clergy member may report to an agency specified in Section 11165.9 that the clergy member or any custodian of records for the clergy member, prior to January 1, 1997, in his or her professional capacity or within the scope of his or her employment, other than during a penitential communication, acquired knowledge or had a reasonable suspicion that a child had been the victim of sexual abuse and that the clergy member or any custodian of records for the clergy member did not previously report the abuse to an agency specified in Section 11165.9. The provisions of Section 11172 shall apply to all reports made pursuant to this paragraph.
 - (B) This paragraph shall apply even if the victim of the known or suspected abuse has reached the age of majority by the time the required report is made.
 - (C) The local law enforcement agency shall have jurisdiction to investigate any report of child abuse made pursuant to this paragraph even if the report is made after the victim has reached the age of majority.
 - (e)
 - (1) A commercial film, photographic print, or image processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, slide, or any representation of information, data, or an image, including, but not limited to, any film, filmstrip, photograph, negative, slide, photocopy, videotape, video laser disc, computer hardware, computer software, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image depicting a child under 16 years of age engaged in an act of sexual conduct, shall, immediately or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images are seen. Within 36 hours of receiving the information

concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a copy of the image or material attached.

- (2) A commercial computer technician who has knowledge of or observes, within the scope of his or her professional capacity or employment, any representation of information, data, or an image, including, but not limited to, any computer hardware, computer software, computer file, computer floppy disk, data storage medium, CD-ROM, computer-generated equipment, or computer-generated image that is retrievable in perceivable form and that is intentionally saved, transmitted, or organized on an electronic medium, depicting a child under 16 years of age engaged in an act of sexual conduct, shall immediately, or as soon as practicably possible, telephonically report the instance of suspected abuse to the law enforcement agency located in the county in which the images or material are seen. As soon as practicably possible after receiving the information concerning the incident, the reporter shall prepare and send, fax, or electronically transmit a written followup report of the incident with a brief description of the images or materials.
- (3) For purposes of this article, “commercial computer technician” includes an employee designated by an employer to receive reports pursuant to an established reporting process authorized by subparagraph (B) of paragraph (43) of subdivision (a) of Section 11165.7.
- (4) As used in this subdivision, “electronic medium” includes, but is not limited to, a recording, CD-ROM, magnetic disk memory, magnetic tape memory, CD, DVD, thumbdrive, or any other computer hardware or media.
- (5) As used in this subdivision, “sexual conduct” means any of the following:
 - (A) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.
 - (B) Penetration of the vagina or rectum by any object.
 - (C) Masturbation for the purpose of sexual stimulation of the viewer.
 - (D) Sadomasochistic abuse for the purpose of sexual stimulation of the viewer.
 - (E) Exhibition of the genitals, pubic, or rectal areas of a person for the purpose of sexual stimulation of the viewer.
- (f) Any mandated reporter who knows or reasonably suspects that the home or institution in which a child resides is unsuitable for the child because of abuse or neglect of the child shall bring the condition to the attention of the agency to which, and at the same time as, he or she makes a report of the abuse or neglect pursuant to subdivision (a).
- (g) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9. For purposes of this section, “any other person” includes a mandated reporter who acts in his or her private capacity and not in his or her professional capacity or within the scope of his or her employment.
- (h) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

- (i) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.
- (2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.
- (3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(j) A county probation or welfare department shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(k) A law enforcement agency shall immediately, or as soon as practicably possible, report by telephone, fax, or electronic transmission to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the action of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

Section 11167

(a) Reports of suspected child abuse or neglect pursuant to Section 11166 or Section 11166.05 shall include the name, business address, and telephone number of the mandated reporter; the capacity that makes the person a mandated reporter; and the information that gave rise to the reasonable suspicion of child abuse or neglect and the source or sources of that information. If a report is made, the following information, if known, shall also be included in the report: the child's name, the child's address, present location, and, if applicable, school, grade, and class; the names, addresses, and telephone numbers of the child's parents or guardians; and the name, address, telephone number, and other relevant personal information about the person or persons who might have abused or neglected the child. The mandated reporter shall make a report even if some of this information is not known or is uncertain to him or her.

(b) Information relevant to the incident of child abuse or neglect and information relevant to a report made pursuant to Section 11166.05 may be given to an investigator from an agency that is investigating the known or suspected case of child abuse or neglect.

(c) Information relevant to the incident of child abuse or neglect, including the investigation report and other pertinent materials, and information relevant to a report made pursuant to Section 11166.05 may be given to the licensing agency when it is investigating a known or suspected case of child abuse or neglect.

- (d)
 - (1) The identity of all persons who report under this article shall be confidential and disclosed only among agencies receiving or investigating mandated reports, to the prosecutor in a criminal prosecution or in an action initiated under Section 602 of the Welfare and Institutions Code arising from alleged child abuse, or to counsel appointed pursuant to subdivision (c) of Section 317 of the Welfare and Institutions Code, or to the county counsel or prosecutor in a proceeding under Part 4 (commencing with Section 7800) of Division 12 of the Family Code or Section 300 of the Welfare and Institutions Code, or to a licensing agency when abuse or neglect in out-of-home care is reasonably suspected, or when those persons waive confidentiality, or by court order.
 - (2) No agency or person listed in this subdivision shall disclose the identity of any person who reports under this article to that person's employer, except with the employee's consent or by court order.
- (e) Notwithstanding the confidentiality requirements of this section, a representative of a child protective services agency performing an investigation that results from a report of suspected child abuse or neglect made pursuant to Section 11166 or Section 11166.05, at the time of the initial contact with the individual who is subject to the investigation, shall advise the individual of the complaints or allegations against him or her, in a manner that is consistent with laws protecting the identity of the reporter under this article.
- (f) Persons who may report pursuant to subdivision (g) of Section 11166 are not required to include their names.

IRIDESCENT LEARNING
POLICY AND PROCEDURES FOR REPORTING CHILD ABUSE ALLEGATIONS
(NEW YORK)

Duty to Report Suspected Child Abuse or Maltreatment – Voluntary and Mandated Reporters

Under New York Social Services Law, school teachers and certain other licensed professionals who work with children are considered mandated reporters. While operating in their professional capacity, mandated reporters are required to file a report when they have reasonable cause to suspect child abuse or maltreatment.

Volunteers and employees of private, unlicensed organizations are *not* considered mandated reporters, but are still encouraged to make reports as needed.

Definition of Reasonable Cause

New York law does not define “reasonable cause.” Rather, it requires mandatory reporters to contact authorities based on their suspicions of child abuse, or when a parent or other legal guardian approaches them in their official capacity and shares personal knowledge of facts or conditions indicating an abused or maltreated child.

Definition of Abuse and Maltreatment

New York law defines an “abused child” as a child under 18 years of age whose parent or other person legally responsible for his care:

- inflicts or allows to be inflicted physical injury, other than by accident, which causes or creates a substantial risk of death, serious or protracted disfigurement, protracted impairment of physical or emotional health, or protracted loss or impairment of the function of any bodily organ;
- creates or allows to be created a substantial risk of physical injury, other than by accident, which would be likely to cause death, serious or protracted disfigurement, protracted impairment of physical or emotional health, or protracted loss or impairment of the function of any bodily organ;
- commits, or allowed to be committed against the child, any sex offense as defined in Section 130 of New York Penal Law;
- allows, permits, or encourages the child to engage in promotion of prostitution in the third, second, or first degree as defined in Sections 230.25, 230.30, and 230.32 of New York Penal Law;
- commits third, second, or first degree incest as defined in Sections 255.25, 255.26, and 255.27 of New York Penal Law; or
- allows the child to engage in any sexual performance or obscene sexual performance described in Article 263 of New York Penal Law, except that the age and corroboration requirements in Article 263 do not apply.

N.Y. Soc. Serv. Law § 412; N.Y. Fam. Ct. Act § 1120.

New York law defines a “maltreated child” as a child under 18 years of age who:

- is in an impaired physical, mental, or emotional condition or is in imminent danger of becoming impaired as a result of his parent or legal guardian failing to exercise a minimum degree of care in: (1) supplying the child with adequate food, clothing, shelter, education as set out in Article 165 of New York Education Law, or medical/dental/optometrical/surgical care that the parent is financially able to provide, assisted or otherwise; or (2) providing proper supervision and guardianship, through inflicted harm, excessive corporal punishment, or the parent’s misuse of drugs or alcohol; or

- has been abandoned by his parent or legal guardian, as defined in Section 384(b)(5) of New York Social Services Law.

N.Y. Soc. Serv. Law § 412; N.Y. Fam. Ct. Act § 1120.

Required Reports to Authorities by Telephone

Reports of suspected child abuse or maltreatment shall be made immediately by telephone or by fax, using a form supplied by the commissioner of the office of children and family services. N.Y. Soc. Serv. Law § 415.

To make a report, telephone the statewide hotline for New York State Office of Children and Family Services:

- Public Hotline: (800) 432-3720

This report will include:

- a. The name of the person making the report;
- b. The name of the child;
- c. The present location of the child;
- d. The nature and extent of any injury;
- e. Any other information requested by the agency, including the information that led the mandated reporter to suspect child abuse.

The Iridescent Learning employee shall note the name of the official contacted, the date and time contacted, the “Call I.D.” number assigned to his or her report, and any instructions or advice received. If the person contacted states that they will not accept the report, the Iridescent Learning employee will ask for his or her supervisor. Even if the person to whom the employee speaks purports not to accept the report, the employee will still follow up with the required written report.

Required Written Report to Authorities

Within 48 hours of making the telephone report, the reporter shall complete a form written report and submit it to the New York State Office of Children and Family Services. This form may be obtained from Iridescent Learning's administration or online (<http://ocfs.ny.gov/main/Forms/cps/LDSS-2221A%20Report%20of%20Suspected%20Child%20Abuse%20or%20Maltreatment.pdf>). N.Y. Soc. Serv. Law § 415.

Reports to Iridescent Learning Supervisors

Reporters should also notify their program supervisor. When so notified, the supervisor shall inform the Chief Operating Officer or designee. Supervisors so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and regulations. At the mandated reporter's request, Iridescent Learning supervisors may assist in completing and submitting these forms. The employee should provide a copy of the written report to the program supervisor, who in turn will provide a copy to the Chief Operating Officer or designee.

However, the mandated reporter does not have to reveal his or her identity to Iridescent Learning when reporting allegations of neglect or abuse. If the mandated reporter wishes to remain anonymous, he or she may comply with Iridescent Learning policy by providing an anonymous copy of the written report to the Chief Operating Officer without disclosing his or her signature or name.

Allegations About an Iridescent Learning Staff Member

Employees who observe or receive information regarding an inappropriate relationship (physical, verbal, sexual, or emotional) between an employee or volunteer and a program participant must bring the matter

to the attention of the program supervisor and complete a written “Special Incident Report.” This detailed report must be brought to the attention of the Chief Operating Officer as soon as practicable but at least before the end of the employee's scheduled shift. The accused staff member must be contacted immediately by the Chief Operating Officer and be informed of the allegations. The accused staff must immediately provide a written response to the allegations prior to his or her departure from his scheduled shift. This written report is not optional, but mandatory. Failure to provide a written detailed description of the events surrounding the allegations will result in immediate dismissal. The Chief Operating Officer will then inform the staff member of Iridescent Learning procedure and place the employee on administrative leave with pay. It should be explained to the staff member who is placed on administrative leave that the action is taken to protect him/her, the resident and Iridescent Learning and does not imply guilt or wrongdoing.

Pending the outcome of an investigation by law enforcement or a child protective agency and prior to the filing of formal criminal charges, if any, the employee may be subject to reassignment or a paid leave of absence. Upon filing formal charges or upon conviction, Iridescent Learning may take disciplinary action in accordance with law, Iridescent Learning policies, and regulations. The Chief Operating Officer or designee may seek legal counsel in connection with either the suspension or dismissal of the employee.

Responsibility of the Reporter

The primary responsibility of the reporter is to identify incidents of suspected child abuse and comply with laws requiring the reporting of suspected abuse to the proper authorities. *Determining whether or not the suspected abuse actually occurred is not the responsibility of Iridescent Learning staff.* Such determination and follow-up investigation will be made by law enforcement or the child protective agency.

Legal Responsibility and Liability

In New York, any person who makes a good faith report of suspected child abuse or maltreatment receives immunity from any civil or criminal liability that might otherwise result from such report. A mandated reporter is presumed to have acted in good faith, provided that such person was acting within the scope of his or her employment, and provided that such liability did not result from his or her willful misconduct or gross negligence. N.Y. Soc. Serv. Law § 419.

The duty to report child abuse is an individual duty and no supervisor may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.