

## FIRST TEE SAFE SPORT POLICY

(September 2019)

First Tee and its chapters are committed to creating and maintaining a safe and welcoming environment for amateur athletes, children, and all participants affiliated with the organization. As recent events have shown, sport can be a high-risk environment for misconduct, including, but not limited to, child physical and sexual abuse. First Tee adamantly opposes all forms of abuse. As such, it is imperative that all persons involved with First Tee actively participate in the protection of youths. To that end, First Tee is committed to fully complying with all elements of The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (the “Act”), which was enacted to curtail and prevent abuse found at various youth sports organizations by elevating the standard of care by which sports organizations must act.

As part of its compliance efforts associated with the Act, effective immediately, First Tee hereby adopts the following Safe Sport Policy for itself and all chapters.

### DEFINITIONS

1. “**Center**” means the U.S. Center for SafeSport.
2. “**Child Abuse**” means physical or mental injury, sexual abuse or exploitation, or negligent treatment of a child.
3. “**Grooming**” means using a combination of attention, affection and gifts, through which offenders win the victim’s trust (and the trust of the victim’s parent or guardian where the victim is a minor), manipulate the victim into sexual activity, and keep the victim from disclosing abuse.
4. “**Misconduct**” includes, but is not limited to, the following:
  - a. Child Abuse
  - b. Bullying\*
  - c. Grooming
  - d. Hazing\*
  - e. Harassment (including sexual harassment) \*
  - f. Emotional misconduct\*
  - g. Physical misconduct\*
  - h. Sexual Misconduct
  - i. Romantic or sexual relationships, which began during the sport relationship between athletes or other participants and those individuals that (i) have direct supervisory or evaluative control; or (ii) are in a position of power and trust over the athlete or other participant.
  - j. Any other negligent treatment of a child identified by First Tee and/or the Center.

*\*As defined in the Act.*

5. “**Covered Individual**” means an adult who is authorized by First Tee to have regular contact and/or interactions with a minor or amateur athlete at an amateur sports organization facility or at any event sanctioned by First Tee, including, without limitation, trainers, coaches, instructors, caddies, employees, volunteers, mentors, board members and staff of the Chapter (including full-time and part-time employees, independent contractors, and, if the Chapter operates the facility where programs occur, golf facility staff).

6. “**Sexual Misconduct**” means both physical or verbal abuse, including, without limitation, genital contact whether or not either party is clothed; fondling of a participant’s breast or buttocks; sexual penetration; sexual assault, exchange of a reward in sport for sexual favors; lingering or repeated embrace that goes beyond acceptable physical touch; tickling, wrestling, or massage; continued physical contact that makes a participant uncomfortable; making sexually oriented comments, jokes and innuendo; discussing his or her sex life with participant; asking about a participant’s sex life; requesting or sending a nude or partial dress photo; exposing participants to pornographic material; voyeurism; and sexting with a participant.

## **MANDATORY REPORTING**

Any Covered Individual, volunteer, parent, or person who suspects an incident of Misconduct may have occurred, is required to report such incident to the appropriate law enforcement agencies and First Tee within a 24-hour period of learning of the facts that give rise to the suspicion. First Tee takes every suspicion or allegation of abuse seriously and First Tee will cooperate fully with authorities. Failure to make a required report may subject one to criminal penalties and/or expulsion from First Tee. A person will not be held liable if they make a report in good faith, including in situations where the reported incident is determined not to be Misconduct.

ALL PARTICIPANTS, VOLUNTEERS, AND PARENTS ARE REQUIRED TO ADHERE TO THE FOLLOWING OBLIGATIONS:

### **A. To Whom It Must Be Reported**

1. Appropriate law enforcement authorities (mandatory under Federal and State law); and
2. The First Tee.

### **B. How to Report**

1. Immediately contact Local Law Enforcement (call local number)
2. Call local Child Protective Services branch within 24 hours
3. First Tee – Incident Report Form to [safesport@thefirsttee.org](mailto:safesport@thefirsttee.org) (see Exhibit A)

### **C. What to Report**

1. The name(s)/contact information of the person reporting (“**Reporting Individual**”) (not mandatory – see below);
2. The type of Misconduct alleged;
3. The name(s) of the individual(s) alleged to have committed the Misconduct;
4. The approximate dates the Misconduct was committed;
5. The names of other individuals who might have information regarding the alleged Misconduct; and
6. A summary statement of the reasons to believe that Misconduct has occurred.

Reporting Individuals are not required to provide their name and contact information but are strongly encouraged to do so. Providing this information helps the investigators to follow up on any reports and obtain any additional information. Reporting Individuals should provide as much of the information identified above as known to them to the best of their knowledge.

## **D. Confidentiality**

1. To the extent permitted by law, and to the extent possible to appropriately investigate a complaint, First Tee will keep confidential the name(s) of:
  - a. The Reporting Individual(s);
  - b. The potential victim(s);
  - c. The accused perpetrator(s);
  - d. The individual(s) who alerted the Reporting Individual or reported the abuse to the authorities.
2. All suspicions of child physical or sexual abuse reported to First Tee will be reported to the appropriate law enforcement authorities. First Tee will withhold the Reporting Individual's name on request, to the extent permitted by law. Reporting to a supervisor, coworker, agent, or First Tee is not a substitute for the requirement to report to local law enforcement.
3. Anonymous Reporting: First Tee recognizes individuals may be reluctant to report an allegation of Misconduct and strives to remove as many barriers to reporting as possible. As such, anonymous reports may be made:
  - a. By completing the Incident Report Form without including the Reporting Individual;
  - b. By completing the Incident Report Form without including the names of the potential victims;
  - c. By expressing concerns verbally to a First Tee Headquarters personnel; or
  - d. Through email to [safesport@thefirsttee.org](mailto:safesport@thefirsttee.org).

## **PREVENTION POLICIES**

All First Tee Covered Individuals, including, without limitation, trainers, coaches, instructors, caddies, employees, volunteers, mentors, board members and staff of the Chapter (including full-time and part-time employees, independent contractors, and, if the Chapter operates the facility where programs occur, golf facility staff), are required to comply with the following policies. The following policies are intended to be additive to and supplement the First Tee Chapter Guidelines and Policies.

1. All forms of Misconduct are prohibited.
2. All Covered Individuals must complete First Tee approved background checks. Background checks shall be conducted and considered prior to authorization, approval or appointment of a Covered Individual and repeated once every two (2) years thereafter. The extent of the background checks conducted by First Tee shall be commiserate with the position being considered.
3. All Covered Individuals shall regularly participate in First Tee Misconduct education and training modules.
4. One-On-One Interactions:
  - a) Unrelated adults shall only be permitted in the presence of minors when at least two (2) adults are present. First Tee and its chapters shall take all reasonable precautions to restrict one-on-one contact interactions between minor athletes and unrelated adults. If one-on-one interactions are unavoidable or must occur, such interactions must be in an observable and interruptible distance from another Covered

Individual. If unavoidable one-on-one interactions take place in an office or room, the office or room must remain unlocked and open. If available, it will occur in an office/room that (if available) has windows, with the windows, blinds, and/or curtains remaining open during the meeting.

5. Massage and Rubdowns/Athletic Training Modality:
  - a) No form of massage, rub down, or athletic training modality shall be performed by a Covered Individual or at a First Tee event.
6. Electronic Communication:
  - a) All electronic communications (e.g., text messages, emails, social network messaging, etc.) between unrelated adults and minor athletes must include a third-party adult.
7. Travel:
  - a) Covered Individuals who are not also acting as a legal guardian, shall not ride in a vehicle alone with an unrelated minor athlete, absent emergency circumstances, and must have at least two minor athletes or another adult at all times.
  - b) When only one Covered Individual and one minor athlete travel to a competition, the minor athlete must have his/her legal guardian's written permission in advance and for each competition to travel alone with said Covered Individual.
  - c) First Tee and its chapters shall take reasonable precautions to monitor sleeping arrangements of minors; provided, however, in connection with any overnight travel, adults are prohibited from spending the night in the same room as an unrelated minor participant.
8. Locker Rooms and Changing Areas:
  - a) Except for athletes on the same team, at no time are unrelated Covered Individuals permitted to be alone with a minor athlete in a locker room or changing area when at a facility under First Tee partial or full jurisdiction, except under emergency circumstances.
9. No form of retaliation shall be permitted against any individual that reports Misconduct or any individual affiliated with First Tee.

Failure to abide by these Prevention Policies and comply with the training and background check requirements may result in disciplinary action including, without limitation, termination of the relationship between Covered Individual and First Tee.

## **EDUCATION AND TRAINING**

To educate Covered Individuals and relevant individuals on Misconduct, the requirements of the Act, and First Tee's Safe Sport Policy, all Covered Individuals must participate in First Tee's education and training program before they shall be permitted contact with athletes. In addition, to ensure compliance as an ongoing concern, all Covered Individuals shall be retrained annually. First Tee shall regularly monitor and verify the successful completion of education and training programs of the relevant individuals.