

UW-Green Bay, Marinette Campus

Youth Programs | Appendices A & B

WEDNESDAY, SEPTEMBER 14, 2022



UNIVERSITY of WISCONSIN
GREEN BAY

Marinette Campus

Appendix A

APPENDIX B REGISTRATION AND SUPERVISION | REQUIRED FOR YOUTH PROGRAMS

This appendix provides specific registration and supervision requirements of USER staff, employees and volunteers prior to activities with minors held at the University. This Appendix is subject to this Facility Use Agreement. All documentation required within shall be retained for a minimum period of seven (7) years and made available to the UNIVERSITY upon request.

1. CRIMINAL BACKGROUND CHECK

A criminal background check (“CBC”) is required for all USER employees or staff/volunteers who will have direct interaction and oversight of minors, and are part of the supervision ratio count. UNIVERSITY requires under this contract a CBC to be conducted by third party vendor or that a certified CBC has been completed and verified with a third-party employer.

2. SUPERVISION RATIOS

USER shall provide a minimum ratio of supervision not less than ten (10) participants to one (1) supervisor; the USER will make attempts to maintain a 10:1 ratio whenever possible.

One-on-One Interactions are prohibited between Adults and Youth Participants, unless the adult is a Designated Individual in a setting where one-on-one instruction occurs. In such settings, activities must be Observable and Interruptible.

Adult to Student Ratios

Grade Group	Situation	Ratios
PreK-1 (age 3-4)	Day Camp	1:4
PreK-1 (age 4-5)	Day Camp	1:6
PreK-1 (age 5-6)	Day Camp	1:10
PreK-1 (age 6 & under)	Residential (Overnight) Camp	1:4
2nd-4th (over age 6)	Classroom Setting	1:10
	Field Trip	Minimum of 2 adults, with a ratio of 1:10
	Day Camp	1:10
	Commuter	1:10
5th-8th	Classroom Setting	1:18
	Field Trip	Minimum of 2 adults, with a ratio of 1:10
	Water Activities/ Rec. Sports	1:10
	Residential (Overnight) and Day Camp	1:10
9th-12th	Classroom Setting	1:18
	Field Trip	Minimum of 2 adults, with a ratio of 1:10
	Water Activities/ Rec. Sports	1:10
	Residential (Overnight) and Day Camp	1:10

3. REGISTRATION

USER will be responsible for registering EVENT participants, USER staff and volunteers prior to EVENT and during the EVENT.

- a. *Staff Roster*: The USER will provide to the University within five (5) business days after the EVENT, a Staff Roster, including the name, date of birth, and contact information for each staff member or volunteer. Roster must identify all adults who have completed screening and training requirements.
- b. *Youth Roster* (For UWGB sponsored activities only): USER will provide to the University within five (5) business days after the EVENT, a Youth Participant Roster that includes the contact information of all minor participants and their emergency contact information to notify in case of an emergency.

4. VIOLATION OF AGREEMENT

Violations of any of the above provisions as determined by UNIVERSITY at its sole discretion shall constitute a breach of this agreement and provide any or all of the following remedies; removal any participants conducting themselves in a manner deemed unsafe or unacceptable to UNIVERSITY; temporary suspension of the activity; termination of the EVENT. The USER will be responsible for any costs incurred in relocating any participants or refunding any amounts found due to the participants.

By signing of this Appendix, it is acknowledged that all employees, affiliates, or volunteers of the USER organization have satisfied these terms, and will abide by the responsibilities stated herein. I further agree to fully indemnify and defend UWGB from any action stemming from a violation of these terms.

Date: _____ Name (Printed): _____

Signature _____

Appendix B

APPENDIX C OVERSIGHT AND CONDUCT | REQUIRED FOR YOUTH PROGRAMS

This appendix provides specific oversight and conduct requirements of USER staff, employees and volunteers prior to activities with minors held at the University. This Appendix is subject to this Facility Use Agreement.

1. OVERSIGHT PROTOCOL

USER will be responsible for ensuring the location of all participants under its control; including periods of non-instruction or breaks.

- a. Specifically, USER shall ensure that participants are supervised at meals, periods of non-instruction, and during periods prior to and after the beginning of the EVENT. The UNIVERSITY shall not be responsible for providing custodial or supervision of participants during these periods.
- b. USER shall remain responsible for the supervision of all participants after the conclusion of the activity until such time as participants are picked up by a designated individual or otherwise leave the camp (e.g. via public transportation).
- c. USER shall have a written pick up and drop off policy which is distributed to all participants and custodians at the commencement of the EVENT. The USER shall be responsible for the administration and enforcement of the pick-up/drop-off policy.
- d. The USER must have a policy that includes a manner in which parents identify themselves to USER staff before having interaction with a participant, inclusive of “drop by contact” at meal or break time.
- e. USER shall provide appropriate escort for participants while walking or riding from various points of the campus, including dining halls and dormitories. The UNIVERSITY is not responsible for the supervision of any participants unless explicitly agreed to under housing, facility, or other written agreements.

Any additional security or manning of control desks, not provided by the UNIVERSITY in its normal housing or facility arrangements, must be provided and paid for by the USER. University Staff is not responsible for the supervision of any USER participants.

- f. USER must have Designated Adults who will:
 - Directly supervise youth in overnight activities
 - Not enter a Youth Participant’s room, bathroom facility, or similar area without another Designated Adult in attendance except in emergency situations,
- g. USER acknowledges that the University is a business entity open to the public, supervision of participants should ensure that activities do not disrupt the functioning (business and safety) of any University facility or the use of the facility by other members of the public.
- h. USER staff will take steps to minimize contact between the participants and general public. Contact will be avoided unless under the supervision of a USER staff member.

b. PROHIBITED CONDUCT

Prohibited Conduct is considered any conduct according to University's [Title IX | Compliance & Integrity \(wisconsin.edu\)](#) and the following prohibited behaviors:

- Authorized Staff should never be with a Youth Participant in a one-on-one setting, unless the adult is also a Designated Individual where one-on-one instruction occurs. In such settings, activities must be observable and interruptible.
- If accompanying a single child to a restroom, check first for suspicious activity in the restroom, then exit and permit the child to use the restroom alone.
- Inappropriate use of cameras, imaging, or digital devices prohibited. Use of such devices capable of recording or transmitting visual images in shower houses, restrooms, or other areas where privacy is expected by participants is prohibited.
- Conduct that violates the law (e.g., child abuse, child sexual abuse, protected class discrimination, emotional abuse, hazing, indecent exposure, child pornography, neglect, physical abuse, sexual abuse, and sexual harassment)
- Conduct that violates UW System policies
- Actions that are found to constitute Bullying or Grooming
- Infringement on privacy of Youth Participants in situations where they are changing clothes or taking showers except in situations where health and safety are required. Adults must respect the privacy of minors in situations such as changing clothes and taking showers, whenever possible. Intrusions are permitted only to the extent that health and safety require. Adults must protect their own privacy in similar situations. In the case of adults supervising minors overnight, other than the minor's own parent, guardian or family member, an Authorized Adult should not enter a minor's room, bathroom facility, or similar area without another Authorized Adult in attendance, consistent with the policy of not having one-on-one contact with minors.
- Adults showering, bathing, or undressing with or in the presence of Youth Participants
- Use of such devices capable of recording or transmitting visual images in shower houses, restrooms, or other areas where privacy is expected by participants. Designated Adults will be aware of other adults in the vicinity to monitor this prohibited conduct.
- Use of alcohol when engaged in Covered Activities
- Any conduct that is outside of [NCAA Recruitment Compliance](#)

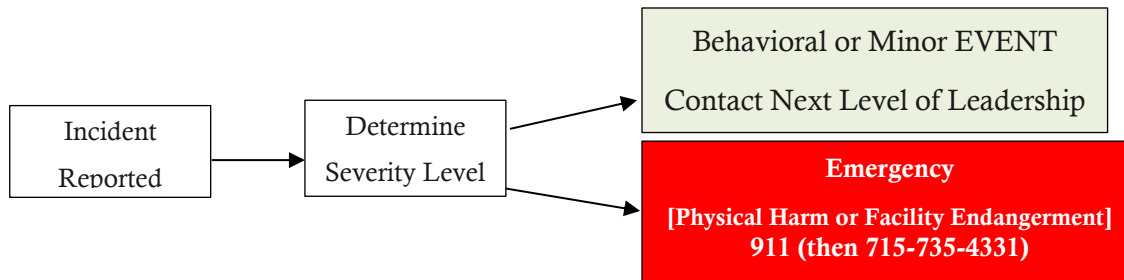
c. REPORTING RESPONSIBILITIES FOR INCIDENTS

All Incidents with minors shall be reported immediately. All youth programming participants, families, and staff are to **immediately report to the Marinette Police Department at 715-732-5200 AND the Marinette Campus at 715-735-4331**, including but not limited to:

- Incidents of serious physical harm requiring professional medical attention.
- Suspicious or inappropriate behaviors to campus law enforcement.
- Incidents involving sexual assault and/or misconduct of a minor must be immediately documented and escalated to the institution's Precollege Liaison and Title IX coordinator.
- **All USER staff members, employees or agents have been advised of their obligations under Executive Order 54 and are aware of their duty to report any Incident.**
- **All USER employees who will be present on the UNIVERSITY campus have been advised of their obligations to report an Incident or threat of child abuse or neglect, or learn of an incident or threat of child abuse or neglect.**

d. SAFETY PLAN

The USER will abide by this Safety Plan, or provide their own prior to the EVENT. This Safety Plan covers emergency preparedness and safety requirements based on the Authorized EVENT's level of risk. USER staff, agents, or employees participating in the EVENT will be trained on the requirements established herein.



Position	Responsibility	Contact
Volunteer, Staff, or Employees	<ul style="list-style-type: none"> ▪ Report behavioral problems or physical injuries ▪ Contact 911 for serious EVENTS ▪ Report to Program Facilitator ▪ Stay with individual until help arrives ▪ Fill out Incident Report 	911 715-735-4331
Program Facilitator	<ul style="list-style-type: none"> ▪ Contact 911 if emergent ▪ Contact parent or legal guardian ▪ Contact Counseling Center for suicide or identified EO 54 reporting requirements ▪ Other authorities as required 	911 715-735-4331

Safety protocols required for training include, but are not limited to:

- Adhere to the Safety Plan protocol for emergency situations and mandating reporting requirements.
- USER staff will provide non-emergency transportation to a local health care facility if needed during daytime sessions.
- Lost participant protocols
- Bloodborne pathogens and communicable disease prevention per [Wi. St. DHS 145.04](#)
- Designated Individuals may not provide care to minors more than twelve (12) hours in any twenty-four (24) hour period.
- A minor may not be released to any person who has not been previously authorized by the parent or legal guardian.
- Minor serving staff may not consume alcoholic beverages or any non-prescribed controlled substance specified on the premises of the program, or be under the influence of the same during the program's hours of operation.

e. VIOLATION OF AGREEMENT

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Date: _____ Name (Printed): _____

Signature _____