

5. Prayer.

Keep your church informed about what God is doing in your FCA Huddle and on your Leadership Team. They can be a primary source of prayer!

6. FCA Night at a Local Church!

Once a month/semester, have an FCA night at a Local Church! Ask the church if your FCA can do a program on a Sunday morning or evening service. Have various members of FCA share testimonies, skits, songs, etc.

7. Events.

Many churches do retreats, lock-ins, Rallies, etc. FCA can partner with churches for such events rather than trying to do one on your own.

Which statement best describes your leadership team:

- Some of our FCA officers do not attend church regularly.
- All of our FCA officers are active members of a local church.
- None of our FCA officers are members of a local church.
- All of our Leaders attend the same church and our youth minister is the FCA sponsor.

Chapter 6: FCA Guidelines

FCA Huddle Constitution

Article I – Name

The name of the organization shall be the (name of the school) Fellowship of Christian Athletes.

Article II – Mission

The mission of the Fellowship of Christian Athletes is “to present to athletes and coaches, and all whom they influence, the challenge and adventure of receiving Jesus Christ as Savior and Lord, serving Him in their relationships and in the fellowship of the church.”

Article III – Qualifications of Members

As the purpose states, FCA is targeted at reaching athletes and coaches. In order to best reach this group through the Huddle, participants of Huddles are to be current or former members of recognized school athletic teams and those who carry an interest in athletics.

FCA should not become an exclusive “club,” with restricted membership; however, a key principle in FCA’s strategy for reaching “athletes and coaches” is for the commonality of athletics with those in the group to remain obvious.

Article IV – Officers and Elections

► Section I: Officers to be Elected

The (name of school) Fellowship of Christian Athletes shall have officers as follows:

1. Captain
2. Co-Captain
3. Recruiter
4. Secretary
5. Treasurer

► Section II: Qualifications of Officers

An officer must be a member of the (name of school) Fellowship of Christian Athletes, a paid National FCA Teammate, in agreement with FCA’s Statement of Faith and mission and meet any qualifications set by the school for holding office in an organization that is consistent with FCA’s mission and beliefs.

► Section III: Duties of Officers

- A. Captain will preside over all meetings, work with other Huddle officers and Huddle Coaches in planning programs, give direction in setting group goals and demonstrate Christian leadership qualities.
- B. Co-Captain will assist the Captain in any way, inform members of meeting time and place, assist in program planning and take care of any physical needs of the meeting.
- C. Recruiter will promote official membership in FCA by coordinating a fall and spring National Teammate Drive each year, collecting the fees and completing rosters and mailing them to FCA’s Home Office in Kansas City.
- D. Secretary will keep a record of each meeting, handle the Huddle Renewal Form for the Huddle and take care of any other written correspondence.
- E. Treasurer will be responsible for all funds acquired by the organization, paying bills and keeping record of all income and disbursements.

► **Section IV: Elections**

Election of officers will be held once a year, preferably during March or April. This will allow newly elected officers to be trained by the existing officers and have opportunity to attend FCA Leadership Camp in the summer. Potential officer candidates will be screened by existing officers and Huddle Coach to ensure their commitments to FCA's beliefs and mission. A majority vote will be necessary for an officer to be elected. In case of no majority, a runoff will be held immediately.

Article V – Meetings

Meetings will be held weekly or twice a month and can be conducted in an atmosphere where fellowship, growth and outreach can be accomplished.

Article VI – Amendments

Amendments to this Constitution may be proposed by any National member. Amendments shall become effective if approved by two-thirds vote of the organization. All policies of the said group must be consistent with the policies of the Fellowship of Christian Athletes Home Office, 8701 Leeds Road, Kansas City, MO 64129, (800) 289-0909 or (816) 921-0909.

The Equal Access Act

(Title VIII of Public Law 98-377)

Short Title

Sec. 801. This title may be cited as “The Equal Access Act.”

Denial of Equal Access Prohibited

Sec. 802.

- (a) It shall be unlawful for any public secondary school which receives Federal financial assistance and which has a limited open forum to deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- (b) A public secondary school has a limited open forum whenever such school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during non-instructional time.
- (c) Schools shall be deemed to offer a fair opportunity to students who wish to conduct a meeting within its limited open forum if such school uniformly provides that—
 - (1) the meeting is voluntary and student-initiated;
 - (2) there is no sponsorship of the meeting by the school, the government, or its agents or employees;
 - (3) employees or agents of the school or government are present at religious meetings only in a nonparticipatory capacity;
 - (4) the meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
 - (5) nonschool persons may not direct, conduct, control, or regularly attend activities of student groups.
- (d) Nothing in this title shall be construed to authorize the United States or any State or political subdivision thereof –
 - (1) to influence the form or content of any prayer or other religious activity;
 - (2) to require any person to participate in prayer or other religious activity;
 - (3) to expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
 - (4) to compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
 - (5) to sanction meetings that are otherwise unlawful;
 - (6) to limit the rights of groups of students which are not of a specified numerical size; or
 - (7) to abridge the constitutional rights of any person.
- (e) Notwithstanding the availability of any other remedy under the Constitution or the laws of the United States, nothing in this title shall be construed to authorize the United States to deny or withhold Federal financial assistance to any school.
- (f) Nothing in this title shall be construed to limit the authority of the school, its agents or employees, to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.

Definitions

Sec. 803. As used in this title –

- (1) The term “secondary school” means a public school which provides secondary education as determined by State law.
- (2) The term “sponsorship” includes the act of promoting, leading, or participating in a meeting. The assignment of a teacher, administrator, or other school employee to a meeting for custodial purposes does not constitute sponsorship of the meeting.
- (3) The term “meeting” includes those activities of student groups which are permitted under a school’s limited open forum and are not directly related to the school curriculum.
- (4) The term “noninstructional time” means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends.

Severability

Sec. 804. If any provision of this title or the application thereof to any person or circumstances is judicially determined to be invalid, the provisions of the remainder of the title and the application to other persons or circumstances shall not be affected thereby.

Construction

Sec. 805. The provisions of this title shall supersede all other provisions of Federal law that are inconsistent with the provisions of this title.

For further information or a copy of the “Equal Access Guidelines” write or phone:

Christian Legal Society

Samuel Casey, Chief Exec. Director
4208 Evergreen Lane, Suite 222
Annandale, VA 22003
(703) 642-1070
FAX: (703) 642-1075
www.clsnet.org
clshq@clsnet.org

The Rutherford Institute

P.O. Box 7482
Charlottesville, VA 22906-7482
(434) 978-3888 (8:30 a.m. – 5:00 p.m. EST)
FAX: (434) 978-1789
www.rutherford.org
tristaff@rutherford.org

The American Center for Law and Justice

Jay Alan Sekulow
P.O. Box 64429
Virginia Beach, VA 23467
(757) 226-2489
FAX: (757) 226-2836
www.aclj.org

National Legal Foundation

P.O. Box 64427
Virginia Beach, VA 23467-4427
(757) 463-6133
FAX: (757) 463-6055
www.nlf.net
nlf@nlf.net

You may also contact the FCA Home Office at (800) 289-0909, or (816) 921-0909, ext. 555.

Student’s Bill of Rights on a Public School Campus

I. THE RIGHT to Meet with Other Religious Students.

The Equal Access Act allows students the freedom to meet on campus for the purpose of discussing religious issues.

II. THE RIGHT to Identify Your Religious Beliefs through Signs and Symbols.

Students are free to express their religious beliefs through signs and symbols.

III. THE RIGHT to Talk about Your Religious Beliefs on Campus.

Freedom of speech is a fundamental right mandated in the Constitution and does not exclude the school yard.

IV. THE RIGHT to Distribute Religious Literature on Campus.

Distributing literature on campus may not be restricted simply because it is religious.

V. THE RIGHT to Pray on Campus.

Students may pray alone or with others so long as it does not disrupt school activities or is not forced on others.

VI. THE RIGHT to Carry or Study Your Bible on Campus.

The Supreme Court has said that only state directed Bible reading is unconstitutional.

VII. THE RIGHT to Do Research Papers, Speeches, and Creative Projects with Religious Themes.

The First Amendment does not forbid all mention of religion in public schools.

VIII. THE RIGHT to Be Exempt.

Students may be exempt from activities and class content that contradict their religious beliefs.

IX. THE RIGHT to Celebrate or Study Religious Holidays on Campus.

Music, art, literature, and drama that have religious themes are permitted as part of the curriculum for school activities if presented in an objective manner as a traditional part of the cultural and religious heritage of the particular holiday.

X. THE RIGHT to Meet with School Officials.

The First Amendment to the Constitution forbids Congress to make any law that would restrict the right of the people to petition the Government (school officials).

This single page, **Students’ Bill of Rights on a Public School Campus**, may be duplicated without permission from the publisher. Parchment copies of this page (suitable for framing) and/or the book, **Students’ LEGAL RIGHTS on a Public School Campus** (detailing each right), may be obtained by calling or writing the Publisher. Roever Communications, P.O. Box 136130, Ft. Worth, TX 76136, (817) 237-2587.

FCA's Youth Protection Policy

FCA has become increasingly aware of child abuse and the need for guidelines to govern conduct at FCA activities.

Most people are aware sexual abuse is a problem today, as evidenced by the number of cases receiving media attention. There are actually four types of child abuse:

1. Sexual abuse or sexual molestation involves any sexual act between a child and an adult or a young child and a significantly older child. Such acts may range from fondling to sexual intercourse.
2. Physical abuse involves physical violence toward a child where the parent or caretaker is not in control. Such maltreatment occurs when anger is transferred into physical aggression against the child.
3. Emotional abuse involves verbal or nonverbal violence toward a child that gives the child the message that he/she is not good and never will be.
4. Neglect is defined as omission of the child's basic needs that are necessary for a child's physical and emotional well-being.

A recent Los Angeles Times survey reports that 22 percent of Americans reported having been sexually abused as a child. Eighty-five percent of the abuse is committed by someone the victim knows and trusts. An Emory University School of Medicine study revealed that child abusers are most often Caucasian, 20-40 years old, college educated, holding a full-time job, married with children he doesn't molest, well respected in the community and an active church member.

The tragedy of child abuse involves not only the victims, but also individuals falsely accused. Approximately 65 percent of all abuse charges are dismissed or unfounded, but not before the individuals' reputations are damaged from the allegations.

Therefore, each of us must be careful to "...avoid every kind of evil..." as exhorted in 1 Thessalonians 5:22. Consequently, FCA (as the organization held responsible for the conduct of its staff and volunteer workers) has developed a Youth Protection, Standards of Conduct encompassing:

1. The screening of volunteers
2. Proper supervision of activities
3. Explanation of FCA's position concerning inappropriate behavior, standards of conduct and reporting procedures.

Youth Protection Goals and Expectations

The purpose of the Fellowship of Christian Athletes is to "present to athletes and coaches, and all whom they influence, the challenge and adventure of receiving Jesus Christ as Savior and Lord, serving Him in their relationships and in the fellowship of the church." As part of our purpose, we seek to provide every youth, participant and staff person with a safe, fulfilling experience. We expect all staff to promote a positive, nurturing environment for our youth and other participants, and to closely follow all FCA youth protection guidelines and directives.

Guidelines for FCA Staff and Volunteers

Behavior Policy

1. FCA expects all paid staff and volunteers, in every aspect of their involvement with FCA activities and programs, to exhibit exemplary language and conduct, consistent with FCA's ministry purpose, Sexual Purity Policy and moral and theological beliefs.
2. FCA prohibits staff members and volunteers from:
 - a. Engaging in any dating, romantic or sexual activity or relationship with the young people and adults who participate in our programs;
 - b. Using sexually explicit language or jokes, or possessing or viewing lewd or pornographic materials in the presence of participants or others;
 - c. Engaging in any sexual relations or activities that constitute sexual offenses as defined by federal or state law; or
 - d. Using language or behavior that involves violence or is derogatory, threatening, abusive or harassing;
3. In addition, FCA expects staff members and volunteers involved in our programs to be attentive to the physical and emotional abilities and needs of participants and to avoid situations that could cause participants to suffer an accident or injury.
4. Any FCA Representative who is found by FCA to have violated this Behavior Policy, or FCA's Sexual Purity Policy, or any of the guidelines below, may be immediately terminated or subjected to disciplinary action, all in the discretion of FCA.

Reporting Procedures

1. If an FCA representative observes or suspects that any other representative has engaged in conduct that violates the Behavior Policy or any other FCA policy or guideline, the FCA representative must report this IMMEDIATELY to his/her FCA program leader. If the FCA program leader is observed, or suspected of, engaging in misconduct, this must be reported directly to the Senior Vice President of Human Resources at the FCA Home Office.
2. FCA program leaders who receive reports of misconduct are expected to report any information they have received IMMEDIATELY to the Senior Vice President of Human Resources at the Home Office and to coordinate the local response with the Home Office.
3. Representatives and program leaders should refrain from investigating the situation, contacting the person alleged to have engaged in misconduct or discussing the details with any person other than Home Office personnel designated above until the matter can be discussed with Home Office personnel.
4. If there is a likelihood of injury to the victim or others, the authorities and/or emergency personnel may have to be contacted before the matter can be discussed with the Home Office. In addition, it may be necessary to place the representative accused of misconduct on suspension or administrative leave and to instruct the representative to cease contact with the victim and others.
5. Failure to report suspected or observed misconduct may result in immediate dismissal from employment or volunteer assignments with FCA or disciplinary action, all in the discretion of FCA.

Prevention Guidelines: Barriers to Abuse

- 1. Team Leadership** – Whenever feasible, a youth will not be in the primary care or supervision of only one adult. Teams of leaders will supervise activities. Where possible, experienced adult workers should be included with adults who are newcomers to youth work.
- 2. Athletic Activities** – The excitement, emotions and stress of athletic activities can give rise to inappropriate language and physical contact. FCA representatives must refrain from jokes, remarks, exclamations and physical touch that could be perceived as negative or suggestive. Also be aware of the physical needs of the athlete, such as fatigue, the need for fluids, treatment of an injury and weather conditions (such as electrical storms or extreme heat).
- 3. Individual Counseling** – Team counseling is preferable whenever possible. When team counseling sessions are not feasible, notify another adult of the location and with whom you are meeting. Counseling should always be done in a public place (lobby, courtyard, snack shop, etc.) where private conversations are possible but occur in full view of others. Guard carefully to avoid seclusion. Be especially careful to have female adults counsel female youths and males counsel males. A male/female team is generally appropriate for counseling either gender.
- 4. Long-term Counseling** – FCA representatives (especially at Camp) should be careful about entering into long-term individual counseling relationships with participants. Generally, you should not meet with a youth more than three times to discuss the same issue. Adult leaders are generally not prepared or supported for long-term counseling or formal therapy. Instead, refer youth suspected of a serious need for counseling to professionals in the community (ask your program leader for the referral resource lists).
- 5. Informal Contact (Independent of FCA activities)** – Informal contact refers to phone calls, letters, face-to-face contact or other communication between an FCA representative and a youth that is not connected to “official” FCA activities. FCA recognizes that informal contact between FCA representatives and youth frequently occurs and can be very beneficial for Christian and social reasons. For example, staff may hire teens as baby-sitters for their own children, or staff may see kids during social events with the child’s family. This interaction is usually legitimate and beneficial. However, staff should seek permission of parents before having informal contact with their child. The staff member should clearly let the parent know the nature of the contact and that it is not part of an FCA activity. Parents are responsible for monitoring this informal contact. FCA representatives always should use appropriate discretion when communicating by e-mail.
- 6. Be Aware of “Fantasy Relationships”** – Refrain from spending an inordinate amount of time with any one participant that could lead the participant to misread your interest in him or her or become too strongly tied to you. Be aware of how you express your concern for the student. When you express love, be sure students know you mean Christian love.
- 7. Youth Supervising Youth** – Minors may help adults lead youth activities only under the direct leadership of a screened and trained adult. Minors must also be screened and trained (as appropriate for their age). Minors generally should not be permitted to help lead youth activities unless 16 or over.
- 8. Overnight Activities** – At least two adults will supervise overnight activities. If the participants are male and female, then male and female chaperons must be present. It is never appropriate for an adult chaperon who is not a family member to share a bed with a youth. Males and females attending events must not share the same sleeping quarters and should have separate access to bathroom facilities. Experienced adult workers should be included with adults who are newcomers to youth work.
- 9. Transportation** – FCA may, from time to time, provide transportation as an official part of an activity. When children or youth are transported as a part of an activity, follow the “two adult rule” whenever possible. Avoid situations where one adult is alone with one youth. In addition, never allow a child to be left alone in a vehicle. All other guidelines also apply.
- 10. Confidentiality** – Youth workers must report to a program leader if a minor discusses harming himself or others, committing a crime or being abused. There are limits to confidentiality when working with youth. Where necessary, explain clearly to youth that there are some circumstances where you are required to “tell” what the youth discloses. Questions about such cases or other issues of confidentiality must be discussed promptly with the program leader. While you generally should maintain the confidentiality of personal information provided to you by participants, at the same time, you never should promise complete confidentiality. If a child confides to you that he/she has been sexually or physically abused by a family member or another person, you may have a legal obligation to report this to the authorities. In addition, if the child tells you that he/she has committed or plans to commit a crime or plans to harm himself/herself, you may need to report this to the authorities as well.
- 11. Gifts** – Youth workers are generally discouraged from giving personal gifts or money to youth. When the giving of personal gifts is desired, the youth worker must first notify parents and the program leader. Gifts easily can be misinterpreted. Small gifts given to groups of young people are appropriate, such as graduation presents or awards for participation.
- 12. Corporal Punishment** – Corporal punishment (hitting or spanking) and other forms of punishment involving physical pain are never appropriate. This rule holds true even if parents have suggested or given permission for corporal punishment. Youth workers must consult their supervisors or program leader if they need help with discipline techniques.
- 13. Open Door Policy** – All FCA events are “open door.” This means that staff and parents have a right to observe any activity. FCA does not practice secret activities, initiations or rituals.
- 14. Dating or Sexual Involvement** – No adult youth worker is to date a youth or be romantically or sexually involved with a youth.
- 15. Appearance of Misconduct** – Staff must avoid even the appearance of misconduct. This is necessary in order to maintain parental confidence and avoid mistaken allegations. Appropriate physical contact in group settings is okay and can be a positive dynamic. However, be cautious of any touching actions that can be misleading to individuals receiving the touch or those observing. Ask before you touch!
- 16. Supervision and Communication** – Youth workers should consult with the youth program leader to discuss any issues regarding these guidelines. Appropriate topics that must be discussed include problems, accountability, policy clarification, personal feelings or other issues that may affect youth worker efforts.

17. **Focus on these spiritual guidelines while working with young people:**

- ▶ 1 Thessalonians 2:11,12 – For you know that we dealt with each of you as a father deals with his own children, encouraging, comforting and urging you to live lives worthy of God, who calls you into his kingdom and glory.
- ▶ 1 Thessalonians 5:22 – Avoid every kind of evil.
- ▶ Philippians 4:8 – Finally brothers, whatever is true, whatever is noble, whatever is right, whatever is pure, whatever is admirable – if anything is excellent or praiseworthy – think about such things.
- ▶ James 3:8-10 – ...but no man can tame the tongue. It is a restless evil, full of deadly poison. With the tongue we praise our Lord and Father, and with it we curse men, who have been made in God's likeness. Out of the same mouth come praise and cursing. My brothers, this should not be.

18. **Drugs/Alcohol/Tobacco Use Policy** – It is expected that FCA staff/volunteers will not use alcohol, drugs or tobacco (chewing or smoking) while supervising an FCA event.

Reporting Procedures

1. If an FCA representative observes or suspects that any other representative has engaged in conduct that violates the Behavior Policy or any other FCA policy or guideline, the FCA representative must report this IMMEDIATELY to his/her FCA program leader. If the FCA program leader is observed, or suspected of, engaging in misconduct, this must be reported directly to the Senior Vice President of Human Resources at the FCA Home Office.
2. FCA program leaders who receive reports of misconduct are expected to report any information they have received IMMEDIATELY to the Senior Vice President of Human Resources at the Home Office and to coordinate the local response with the Home Office.
3. Representatives and program leaders should refrain from investigating the situation, contacting the person alleged to have engaged in misconduct or discussing the details with any person other than Home Office personnel designated above until the matter can be discussed with Home Office Personnel.
4. If there is a likelihood of injury to the victim or others, the authorities and/or emergency personnel may have to be contacted before the matter can be discussed with the Home Office. In addition, it may be necessary to place the representative accused of misconduct on suspension or administrative leave and to instruct the representative to cease contact with the victim and others.
5. Failure to report suspected or observed misconduct may result in immediate dismissal from employment or volunteer assignments with FCA or disciplinary action, all at the discretion of FCA.

Primary contact is:

Ken Williams

Senior Vice President
Cell Phone: (816) 674-8785
(816) 921-0909 or (800) 289-0909
Extension: 215

If you are unable to reach Ken Williams,
secondary contact is:

Dan Britton

Senior Vice President
(816) 921-0909 or (800) 289-0909
Extension: 333

FCA Sexual Purity Statement

God desires His children to lead pure lives of holiness. The Bible is clear in teaching of sexual sin including sex outside of marriage and homosexual acts. Neither heterosexual sex outside of marriage nor any homosexual act constitute an alternative lifestyle acceptable to God.

While upholding God's standard of holiness, we strongly affirm God's love and redemptive power in the individual who chooses to follow Him. Our desire is to encourage individuals to trust in Jesus and turn away from any impure lifestyle.

1. **God desires His children to lead pure lives of holiness.**

Romans 12:1; Romans 13:14; 2 Timothy 2:22

2. **The Bible is clear in teaching of sexual sin including sex outside of marriage and homosexual acts. Neither heterosexual sex outside of marriage nor any homosexual act constitute an alternative lifestyle acceptable to God.**

▶ **Sexual Immorality**

Proverbs 6:25-26; 1 Corinthians 6:9-11; 1 Corinthians 6:18-20;
1 Thessalonians 4:3-7; Ephesians 4:17-19

▶ **Homosexuality**

Romans 1:21-27

▶ **Sex Outside of Marriage**

Matthew 5:28; Hebrews 13:4

3. **While upholding God's standard of holiness, we strongly affirm God's love and redemptive power in the individual who chooses to follow Him.**

1 Corinthians 10:13; 2 Corinthians 5:17-20; Ephesians 4:22

4. **Our desire is to encourage individuals to follow Jesus and turn away from any impure lifestyle.**

John 5:24-30; John 8:3-11; Romans 3:19-20; Galatians 6:1-3; Ephesians 5:1-11;
John 14:23

Huddle Policies for Handling Funds

“All funds and/or property received by or coming into the custody of any Huddle group shall be the property of the Fellowship of Christian Athletes to be expended or applied only for the purposes and in accordance with the policies and regulations prescribed by the Board of Trustees.” – FCA Bylaws

A local checking account can be set up at a bank by an FCA Huddle group. When setting up the checking account, the bank will require all those signing checks to sign a signature card on file with the bank.

For control purposes, it is necessary that an employee of FCA (Area Director, Area Representative or Regional Director) also be included on the signature card, although they will not be involved in signing checks for normal account transactions. In addition to this FCA employee, others on the signature card should include the leadership of the FCA Huddle.

The bank signature card should be updated periodically to reflect current information. Copies of the signature card and related banking agreements must be filed with the local FCA office.

According to FCA policy, when writing a check, two signatures are required for withdrawal of monies. When setting up the account, please notify the bank of this double signature policy, so that they can set up the account accordingly. The two signatures on checks should include the signatures of both the Huddle Coach and one of the authorized officers on the checking account. Funds solicited and/or generated by the Huddle fall into two categories:

- 1) Non-contribution Gifts: The amount of money received equals the services rendered to the person giving the gift. Examples include: merchandise sales, price of admission for a breakfast/lunch/dinner program, car wash proceeds, payment of money due for retreat and/or Camp for specific students. Non-contribution gifts are not eligible as a tax deduction. Therefore, these monies must be deposited directly into the local checking account.
- 2) Contribution Gifts: These are funds given to the Huddle to support the needs of the FCA ministry with no services or consideration rendered to the donor. An example is non-designated scholarship money for retreat and/or Camps.

It is necessary for donors to have proper tax deductible receipts in order to claim this gift.

To satisfy IRS requirements, contribution gifts should be sent to:

Fellowship of Christian Athletes
Attn: Receipting
8701 Leeds Road
Kansas City, MO 64129

A tax deductible receipt for the gift will be generated and properly credited to the Huddle. All funds, less a 10 percent service charge (maximum of \$50 per transmittal) will be returned to the Huddle for its use. The Huddle is responsible to spend the money in accordance with FCA policies.

To record contribution gifts for Huddles, use page 191. The funds will be returned to the Huddle with an administrative charge of 10 percent for each form sent in to the Home Office.

In the event a Huddle has annual gross receipts in excess of \$25,000, the Huddle must immediately contact the FCA Home Office for special guidance.

Insurance Coverage for FCA Activities

Note: All insurance plans are effective as indicated on the following pages. As FCA renews its insurance policies, FCA will provide Huddles with updated information if there are any changes.

Liability Insurance Coverage

FCA carries General Liability insurance which protects the corporation of FCA, staff, volunteers, students and other individuals who are directly associated with FCA. This protects FCA if there should be a liability suit filed against any one of the above by a third party as the result of a defined list of actions, the main one being negligence while acting as an agent of FCA.

EXAMPLE: A Huddle Member is seriously injured as the result of the negligence of the Huddle Coach. If the Huddle Coach is found guilty of negligence, any judgement not covered by other insurance would be covered by FCA's Liability Insurance up to the limit of coverage. Liability Insurance does not cover items like medical costs (i.e., surgery to repair torn ligaments, etc.) related to athletic activity.

The cost for Liability Insurance coverage is paid for through the Huddle fee. This is an important benefit of becoming an official or certified Campus Ministry Group. A non-certified FCA group is not covered by this liability policy.

Some public and private entities (i.e., schools, cities, campgrounds) that FCA deals with may require certification of Liability Insurance coverage from FCA. Certification is provided upon request, at no cost, in the form of a CERTIFICATE OF INSURANCE. NOTE: Certification is proof that we carry this form of insurance. It is NOT an insurance policy document, but an official certification that we carry this form of insurance in our policy.

Our insurance company has requested that FCA use a Release and Waiver of Liability/Permission Forms for participants for activities outside the scope of normal huddle meetings, (i.e. weekend retreats, unique huddle meetings, etc.) Please use the Form on page 119 for participants under the age of 18, and the Form on page 120 for participants over the age of 18.

Thank you for your help with this matter. If you have any questions, please contact the Special Event Insurance Department at 800-289-0909.

To obtain a CERTIFICATE OF INSURANCE, complete the **Certificate of Liability Insurance Request Form** (Page 192) and mail it at least three weeks prior to the event.

Short Term Loaned Vehicle Insurance Coverage

In order for the FCA to provide insurance coverage on a donated vehicle for taking kids to Camp, etc., our insurance company requires a contract to be signed by the FCA representative and the donor of the vehicle. This is an additional step we need to take, but under our policy this probably will eliminate any type of premium for such an activity. The insurance company will audit our usage of this feature of our policy at the end of our policy year and make a determination of whether to charge an additional premium at that time. The worst case scenario would be that there might be a minimal charge for each instance.

If there should be an accident in the vehicle that you are using, you will be responsible for the insurance deductible. The deductible for comprehensive is \$250 and for collision, it is \$500.

You will find a sample of a contract agreement between FCA and the church, dealer or person that is donating the use of a vehicle on page 194. It is very important to have this signed agreement for our insurance to be the primary insurance carrier. The letter states

that you are leasing the vehicle for \$1. Please pay this to the person letting FCA use the vehicle. Per the insurance company, it is very important that we at least pay the donor something, even the \$1, so that the agreement is a legally binding contract.

Type the contract on your own letterhead and make the changes to apply to your situation. Send the contract along with the form on page 193 to the attention of the Finance Department in the Home Office. We need this information at least two weeks prior to the time of the trip, as our insurance carrier likes to review the drivers' driving record to make sure they are insuring safe drivers. No one under 21 years of age or anyone outside of FCA-related business is allowed driving privileges.

If you are leasing a vehicle from a rental company, you will have a contract with the rental company and the enclosed contract will not apply. You will need to make sure when you lease a vehicle that you sign both the Fellowship of Christian Athletes and your name on the contract in order for our policy to automatically pick up the insurance. Please note that FCA cannot provide insurance for any vehicle larger than a 12 passenger van.

Limited Medical Insurance for FCA Occasions

FCA has a limited medical insurance policy. This covers all FCA sponsored occasions involving reasonable athletic activities (i.e. weekend retreats, mini-conferences, state conventions, regular huddle meetings, etc.). This coverage is secondary and will take effect after the injured party's primary insurance has been exhausted. If you should have any questions related to this coverage, or any potential claims, please contact the Special Events Insurance Department at 800-289-0909.

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

In consideration of participating in the _____, I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue _____, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant

Date:

Signature of participant

Parental Consent

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasee may incur as the result of any such claim.

Printed name of Parent/Guardian

Date:

Signature of Parent/Guardian

**Release and Waiver of Liability, Assumption of Risk,
and Indemnity Agreement (“Agreement”)**

In consideration of participating in the _____
I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in the Activity.

I fully understand that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by my own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

I hereby release, discharge, and covenant not to sue _____, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim.

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Printed name of participant

Date:

Signature of participant

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