UNIVERSITY POLICY SA-15.00-06/01

DATE: June 21, 2001

TO: University of West Florida Community

FROM: Morris L. Marx, President

SUBJECT: Camps & Clinics

AUTHORITY: Section 240.22 F.S.

Policy/Purpose: Describes UWF Standard Practices for Camps/Clinics

The goals of the Youth Camp Program include bringing young people (and their parents) to the University for a positive exposure and generating facility use and revenue for auxiliary services. Youth camp administration will be provided by the University Commons and Student Activities (UCSA) Conference Services Unit.

UWF Youth Camps are divided into 3 basic categories: University Service Camps, Corporate Contract Camps, and Athletic Coach Contract Camps.

University Service Camps

University service camps are operated by UCSA Conference Services and sponsored and directed by assigned representatives of appropriate University departments (e.g., Elementary Education or Center for Fine and Performing Arts) using University facilities and services at a specified cost and with any excess revenue being routed to the sponsoring departments’ accounts. University service camps allow academic departments to promote their programs and to provide special experiences for their students as well as generate auxiliary revenue for the host department.

The following policies and procedures shall govern University service camps:

1. While youth camps operate as auxiliaries, they are still bound by the same rules governing any other university program or account. All regular purchasing and payroll rules must be followed. Purchasing delays and limitations can be avoided by planning purchases as far in advance as possible.

2. Current University procedure does not allow for payment of meals for camp staff unless staff are required to supervise campers during meals.

3. Money should not be collected unless appropriate arrangements have been made for documentation, security and deposit. Any special fees (for materials or field trips) must be budgeted in advance.

4. Non-refundable deposits for campers who cancel or withdraw without participating will be retained in the Conference Services account to offset administrative costs.

5. Discount registrations, scholarships, or other special arrangements must be documented in writing and approved in advance and included in promotional brochures and other material. Discount registrations cannot be given except as provided for in the camp brochure. Scholarships require award criteria and a standard process for determining recipients.

6. In order to provide the safest possible experience for campers as well as reduce the University’s exposure to potential liability procedures regarding camper arrivals and departures must meet the following minimum standards.

   A member of the camp staff should be on hand at the camp site at least 15 minutes before the camp is scheduled to begin. Do not encourage or invite early arrivals, but be prepared for them.

   Camp roll should be taken at the beginning of each day and updated to include any late arrivals. Additionally,
roll should be taken or a headcount performed anytime the entire group or a sub-group changes location or there is a rotation in staff. After all campers are registered, the Conference Services office can provide copies of the camp roll which should be available to all key camp staff.

Any child leaving early should be signed out by the parent, guardian, or other properly designated individual. Information should be obtained in writing from parents at registration regarding who is authorized to pick up the child.

At the end of the day, camp staff must confirm that each child has departed properly. Information should be obtained in writing from parents at registration regarding their preference for how the child should depart: personal pick up by the parent or other designated individual or released by the camp staff to meet the parent outside the camp facility.

Any injury should be documented and the parents notified either in person, by phone, or with a note, depending on the severity of the injury. If a camper requires emergency medical attention, contact the University Police who will contact either the Health Center or an ambulance as appropriate.

Campers should not be transported in private vehicles. This exposes the vehicle owner and operator to considerable personal risk. If transportation is required, plan ahead and arrange for a University vehicle. Conference Services will assist with these arrangements.

It is important to remember that, while some campers are more mature than others, all of our campers are minors. Improper handling of matters related to their safety and security could expose the camp director, staff, and the rest of the University to liability. In addition, remember that practices that may seem acceptable when dealing with college students may not seem acceptable to the parents of minor children.

8. Each camp director is required to attend an annual risk management seminar presented or coordinated by the University Counsel.

9. Camp Staff Policies and Procedures:

Prospective employees should call the University Commons and Student Activities office and request an appointment to complete required payroll documents before the camp commences. No one can work or be paid until officially on payroll; nor are they protected by the University’s insurance or workmen’s compensation system.

Camp employees must complete appropriate Department of Family and Children Services screening documents. UCSA Conference Services will be responsible for the cost of screening. Additionally, Camp Directors must be fingerprinted periodically. UCSA Conference Services will reimburse Directors for the cost of fingerprinting. Please note that the results of these screenings are for departmental use only and will not be released to employees for personal use.

Corporate Contract Camps

Corporate contract camps are operated and directed by outside contractors (e.g. National Cheerleaders Association) using University facilities and services at a specified cost. Corporate contract camps will be administered by University Commons Conference Services. Corporate contract camps will be a significant amount of revenue for the support of Conference Services. The Director of the University Commons and Student Activities is authorized to negotiate, execute, and administer all contract camps.

The following policies shall govern corporate contract camps:

1. The contractor warrants that all instructional and support staff in direct daily contact with campers have satisfied all Florida Department of Children and Families requirements background check requirements.

2. The University of West Florida has assigned by State Contract all catering responsibilities to Sodexho-Marriott Food Services Corporation, therefore the contractor is required to arrange catering through Sodexho-Marriott.
Additionally, UWF, through Sodexho-Marriott, retains exclusive rights to all food and beverage concessions.

3. Other concessions (i.e., the sale of souvenir programs, books, shirts, or other commonly sold items) are permitted but UWF reserves the right to reasonably limit time and place of concession sales to assure consistency with University interests and policies. The contractor is responsible for collecting and remitting appropriate sales tax.

4. The contractor shall hold harmless The University of West Florida, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the contractor or its employees, agents, or representatives. The contractor is required to provide single limit public liability insurance in which the contractor is named as insured and The University of West Florida and the State of Florida Board of Regents, or successor organization, is named as Additional Insured in the amount of $1 million covering bodily injury including death and property damage. The contractor shall provide a copy of the certificate of insurance as proof to UWF no later than ten (10) days before the commencement of the camp. Further, the contractor must document that all employees engaged in work on the UWF camp program are appropriately covered by Workers Compensation.

5. Proper care of facilities shall be exhibited by all personnel at all times. UWF shall retain the exclusive right and discretion to terminate this contract at any time due to improper conduct of the contractor’s personnel or guest.

6. The selling and/or consumption of alcoholic beverages is governed by the University’s current Alcoholic Beverage Policy.

7. No explosives, fireworks, or incendiary materials will be introduced, stored or used on University property, except in accordance with applicable laws, regulations or ordinances of the State and County Government, and with the approval of the Director of University Police.

8. Smoking is not permitted in any UWF building.

**Athletic Contract Camps**

**Athletic contract camps** are operated and directed by athletic coaches acting as independent contractor using University facilities and services at a specified cost. Coaches, as strictly independent contractors, “own” the camps and bear full responsibility for all aspects of camp administration. Additionally, coaches must bear full responsibility for their camps and all camp participants and are liable for any breach of contract or lawsuits.

Coaches (camp owner-directors) collect all fees and pay all expenses from a designated corporate account. Administrative, rental, and plant fees are discounted in lieu of the promotional value of the camp to the University. Camp owner-directors will pay any other direct costs associated with the camp. Direct costs might include equipment use, property damage, special set-ups, and so forth. The Director of the University Commons and Student Activities is authorized to negotiate, execute, and administer all contract camps.

The following policies shall govern athletic contract camps:

1. Each head coach wishing to own and direct an athletic contract camp must, at their own cost, become an incorporated entity and provide evidence of such incorporation annually to the University. Athletic Camps that are conducted on the UWF campus are under the exclusive ownership of the coach who incorporated their camp or clinic. The University is not involved in any manner in this incorporation, which makes the coach solely responsible for all aspects of their camp or clinic.

2. Each coach is responsible for abiding by all NCAA and Gulf South Conference rules and regulations. The Director of Intercollegiate Athletics (or designate) shall insure compliance with appropriate NCAA rules and shall insure that State and University policies related to outside employment of staff are properly and fully adhered to. Each coach conducting a camp as an independent contractor while on the University’s payroll must take annual leave during the hours of the camp.

3. Camp owner-directors may schedule camp space in athletic facilities at the reduced rate for no more than two weeks consisting of a Monday through Friday and one weekend consisting of a Friday evening at 5 p.m. through
Sunday night. Additional bookings will be at the standard contract rate.

4. Conference Services may negotiate and contract with outside camps offering programs similar to athletic camps but will do so within the following parameters:
   
a. Conference Services will not book any competitive camp until December 1. This will allow the coaches approximately four months after the conclusion of camp season to make a decision about their preferred dates.
   b. Conference Services will not book a competitive camp to occur the week before or after a coach’s camp as long as the coach’s camp is booked before December 1.
   c. Conference Services will, to the degree practical, endeavor to book camps that have some unique feature that would set them apart from coach’s camps.

5. The camp owner-directors must hire and supervise the necessary personnel to conduct the camp as well as handle all inquiries and applications for the camp.

6. Camp owner-directors are granted limited rights to the use of University logos and marks solely and exclusively in connection with the promotion of a University authorized camp. All promotional materials must be approved in writing prior to distribution and clearly indicate that the camp is hosted at UWF and not by UWF. For example: “Bob Smith Racquet Ball Camp at the University of West Florida” or “Gulf Coast Croquet Camp at the University of West Florida.”

7. The camp owner-director warrants that all instructional and support staff in direct daily contact with campers have satisfied all Florida Department of Children and Facilities background check requirements.

8. The University of West Florida has assigned all catering responsibilities to Sodexho-Marriott Food Services Corporations, therefore camp owner-director is required to arrange catering through Sodexho-Marriott. Additionally, UWF, through Sodexho-Marriott, retains exclusive rights to all food and beverage concessions.

9. Other concessions (i.e., the sale of souvenir programs, books, shirts, or other commonly sold items) are permitted but UWF reserves the right to reasonably limit time and place of concession sales to assure consistency with University interests and policies. The camp owner-director will be responsible for collecting and remitting applicable sales tax.

10. The camp owner-director shall hold harmless the University of West Florida, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the camp owner-director or its employees, agents, or representatives. The camp owner-director to provide single limit public liability insurance in which the camp owner-director is named as insured and the University of West Florida and the State of Florida Board of Regents, or successor organization, is named as Additional Insured in the amount of $1 million covering bodily injury including death and property damage and shall provide a copy of the certificate of insurance as proof to UWF no later than ten (10) days before the commencement of the camp.

11. Each camp owner-director is required to attend an annual risk management seminar presented or coordinated by the University Counsel.

12. The camp owner-director is responsible for paying all camp staff for withholding and remitting appropriate payroll taxes.

13. The camp owner-director must document that all employees engaged in work on the UWF camp program are appropriately covered by Workers Compensation.

14. Each camp owner-director must furnish all camp materials, supplies, and equipment. The Director of Intercollegiate Athletics (or designate) may negotiate appropriate equipment use fees with each camp.

15. Proper care of facilities and equipment shall be exhibited by all personnel at all times. UWF shall retain the exclusive right and discretion to terminate this contract at any time due to improper conduct of the camp owner-
director's personnel or guests.

16. The selling and/or consumption of alcoholic beverages is governed by the University's current Alcoholic Beverage Policy.

17. No explosives, fireworks, or incendiary materials will be introduced, stored or used on University property, except in accordance with applicable laws, regulations and ordinances of the State and County Government, and with the approval of the Director of University Police.

18. Smoking is not permitted in any UWF building.

Clinics

From time to time University faculty and staff may wish to conduct instructional clinics which are open to the public. Clinics are differentiated from camps in that they are typically limited to 2 or 3 days, that they are directly related to the program of the sponsoring department, that they are free or low cost to the participants, and/or that the revenue generated benefits the program and that clinic directors are unpaid. Clinics must be approved but the appropriate division head and must adhere to appropriate University administrative guidelines.

APPROVED: Dr. Morris L. Marx, President

DATE: July 5, 2001

06/21/01