

INDEPENDENT CONTRACT INSTRUCTOR HANDBOOK

P.A.R.C.s

PARKS, ART, RECREATION, & CULTURE

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P.A.R.C.s

PARKS, ART, RECREATION, & CULTURE

MISSION

To enhance the quality of life in Rutherfordton by offering a diverse system of parks, recreational facilities, programs, and cultural resources that holistically reflects the exceptional community and its visitors.

VISION

To maintain a robust offering of activities, services, and resources that fosters a greater sense of inclusive community and positive experiences.

We appreciate your interest in becoming an independent contract instructor with the Town of Rutherfordton! We are excited about the possibility of working together to reach our common goals and to serve the community.

PROFESSIONAL CONDUCT

Please keep in mind that as a Independent Contract Instructor, you are contracting services with the Town of Rutherfordton. You should strive to conduct yourself in a professional manner at all times. Always be mindful of the safety of participants, appropriate dress, and respectful speech. When you "no show" to a class or begin a class late, this can deter participants from your program. Please be mindful of your class start and ending time.



GENERAL INFORMATION

HOW TO BECOME AN INDEPENDENT CONTRACT INSTRUCTOR

The Town of Rutherfordton utilizes Independent Contact Instructors to provide recreational services to our community. Programs may be designed for all age groups and ability levels, and we are always open to new and creative ideas. Our goal is to offer a variety of classes, camps, workshops, and programs, throughout the year at various facilities. Programs are offered in quarterly sessions (winter, spring, summer, & fall) with varying dates and times based on the current activity schedule and availability.

Prospective instructors may submit a Contract Class Proposal Form to the Town in person at Town Hall or via email to events@rutherfordton.net. The Town of Rutherfordton does not guarantee that every contract will be accepted.

Please include a course outline, information about the organization, sample materials (if applicable), and at least two professional references.

The Contract Class Proposal Form can be found in the Forms section of this handbook, or online at www.rutherfordton.net.

INTERVIEW & REFERENCE CHECK

Qualified instructor candidates will be contacted for an interview once their proposal has been reviewed. Town policies, procedures, and expectations will be discussed.

RECREATION COURSE DESCRIPTION & DETAILS

Instructors are responsible for providing the description for a quarterly Recreation Brochure. Please limit course description to 20 words or less, and 75 words or less for the online course description. Please include a brief summary, special instructions, material fees, and required supplies. The Town reserves the right to edit descriptions.

Please include the minimum and maximum number of students you are willing to accept. It is the Town's goal to limit the number of canceled classes, and we reserve the right to not offer classes that have the minimum number of participants set too high. The minimum for the first-time classes should be set low (e.g. 3-5 people) in order to establish class reputation.

GENERAL INFORMATION



CLASS DATES, DAYS, & TIMES

Please include any alternate dates, days, and times, that you would like to offer your class. The more flexible you are with days and times, the more likely the Town of Rutherfordton will be able to offer your class. Priority may be given to ongoing and returning instructors. Due to limited space, classes can be booked back-to-back, so if additional time is needed for instructors to set-up or teardown, the additional time must be requested in the proposal.

HOLIDAYS

Classes will not be offered on the following City observed holiday:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- 4th of July
- Labor Day
- Veterans' Day
- Thanksgiving Day & Day After Thanksgiving
- Christmas Eve
- Christmas Day





PREREQUISITE REQUIREMENTS

REQUIREMENTS THAT MUST BE MET BEFORE CONTRACT CREATION

LIABILITY INSURANCE

All classes offered through the Town of Rutherfordton are required to have insurance. The Town of Rutherfordton requires a minimum of \$1,000,000 liability insurance coverage for classes that include a certain level of risk to the Town. The policy must name the Town of Rutherfordton, its offers, agents, and employees as additionally insured with an endorsement letter attached. The certificate must be an original print from your insurance company.

Classes that are considered higher risk will require higher or additional coverage.

- Examples of high risk classes include: skateboarding, dancing, swimming, sport fitness classes, classes for older adults, etc.

Insurance and endorsement certificates need to be submitted no later than two weeks before the first class is offered. Renewal certificates will be obtained on an annual basis.

BACKGROUND CHECK

All Independent Contract Instructors are required to submit authorization to a background check. The Town of Rutherfordton uses a third party company to perform background checks, and we must have authorization to access those records. The Town of Rutherfordton Background Check Authorization Form can be found in the Forms section of this handbook.

MANDATED REPORTING

Contract Instructors that have direct contact or supervisory control over children or children's programs are considered "mandated reporters." Mandated reporters are any person or institution who has cause to suspect that a child under the age of 18 is abused, neglected, or dependent and must make a report to the Department of Social Services or Rutherfordton Police Department. The Town of Rutherfordton Mandated Reporter Acknowledgement Form can be found in the Forms section of this handbook.



ACTIVE INSTRUCTOR REQUIREMENTS

ONGOING INSTRUCTOR REQUIREMENTS

CONTRACT AGREEMENT FOR RECREATION SERVICES

Upon mutual agreement with the instructor candidate, the Town of Rutherfordton will complete a contract with all of the required signatures (Instructor and Town staff). The contract will be generated on a quarterly basis, and will cover a quarter (3 months) at a time. Instructors may not teach without a signed contract on file. Instructors are responsible for reviewing and abiding by the terms of the Contract for Services.

MONITORING ENROLLMENT

Every course offering will be assigned an activity number for participants to use for registration purposes. Seven (7) days prior to the start of a new session, instructors must either check their enrollments online using their CivicRec Instructor portal, or contact the Town to check enrollment and determine whether the program will need to be canceled.

The Town provides registrants with a one week notice of class and camp cancelations. For new class offerings, it is often recommended to offer the class despite low enrollment in order to build class reputation. For more information on canceling classes, refer to the Policies and Procedures section of this handbook.

ROSTERS

On the day prior to a new class session, instructors should go online to view their rosters.

During class, instructors should verify that all participants are registered and that the roster matches those in the class. If the instructor is unsure if a student is registered, they can request an updated roster or check with the front desk during regular business hours. If a participant is not registered, the instructor must send the participant registered through CivicRec in order to participate in the class. Class rosters and information may only be used for the purpose of the specific class/classes being taught by the instructor. Instructors shall not utilize class rosters for business promotion or marketing purposes outside of the classes offered with the Town of Rutherfordton.

FEES & COMPENSATION

COMPENSATION INFORMATION

COMPENSATION

Independent Contractor Instructors will receive 75% of participant fees. The Town of Rutherfordton receives 25% as a facility, advertising, and online reservation portal fee. The independent contract instructor's percentage is based on participant fees and will not include additional fees collected for non-resident participation. Payment is made after the completion of each course or as designated on the signed contract.

REGISTRATIONS

The Town of Rutherfordton uses an online reservation portal called CivicRec that allows online management of activities and classes. Upon the signature of the written contract, you will be added as an instructor into this reservation system that will allow you to track program participation, etc. Participant registrations must be performed through this online portal. Independent Contract Instructors are not permitted to accept other reservation forms or money.

All registrations, cancellations, refunds, and participant payments are to be handled and processed by the Town of Rutherfordton staff.

MATERIALS FEE

Contractors may choose to charge a nominal “material fee” in addition to their class registration fee. This fee needs to be justified with receipts for supplies, and the instructor is permitted to keep 100% of this fee. This fee is collected by the instructor at class and the Town is not responsible or liable for this fee.





POLICIES & PROCEDURES

COURSE CATALOG

All classes, programs, and activities are listed in the Town's Quarterly Recreation Brochure which is available to Town residents and businesses. Course descriptions and other relevant information must be submitted at the following times:

- For Winter Classes (Dec, Jan, Feb): November 1st
- For Spring Classes (Mar, Apr, May): February 1st
- For Summer Classes (Jun, Jul, Aug): May 1st
- For Fall Classes (Sep, Oct, Nov): August 1st

COURSE/ACTIVITY CANCELLATION

Instructors are responsible for logging into their CivicRec account and checking class rosters and enrollments. Instructors must contact the Town of Rutherfordton at least one (1) week prior to class start date, with the instructor's intent to cancel a class due to low enrollment.

All new instructors will be given a login and instructions on how to access their CivicRec accounts online, and instructions on how to notify program registrants of a cancellation.

INSTRUCTOR ABSENCE

If you are unable to teach your class, contact the Town of Rutherfordton by phone and/or by email, and advise staff as far in advance as possible. If a class cannot be made-up, class participants will receive a credit for the class that will be applied to their account.

If instructors secure a substitute instructor for a program, they must notify the Town and provide the substitute's contact information. Note that all substitutes must meet the contract instructor requirements listed in the Contract Instructor Prerequisite section of this handbook including the background check. It is the responsibility of the Instructor to provide payment to substitutes. Excessive instructor absences may result in the cancellation of current and future classes.

POLICIES & PROCEDURES

CLASS MAKEUP

Make-ups can be given on those occasions when unforeseen circumstances requires that a class meeting be canceled. No refunds (whole or partial) will be given for classes missed by the student. Instructors should coordinate with the Town before planning a make-up class to ensure that the space is reserved for the class.

Make-up classes are to be added to the end of the session if scheduling does not interfere with existing programs. If make-up classes are not scheduled, fees for the class may be refunded or a credit may be issued for the next session. The Town must approve all changes to the contracted schedule. The Town has priority use for all facilities for special programs. Notification will be given prior to the contracted quarter.

CUSTOMER SERVICE & COMMUNICATIONS

The Town of Rutherfordton prides itself on offering service at the highest standard. In regards to contract classes, we strive to ensure that all participants are happy with the services provided. If you receive any questions about refunds or a withdrawal from your class, please contact the Town to assist you in the process.

In the event of an incident at a facility involving an angry or upset customer where you believe you are in danger or in need of assistance, walk away from the situation, go to a safe location, and call 911. ***At no time should you place yourself in danger trying to resolve a volatile situation.*** If the problem gets out of hand, call the Rutherfordton Police Department non-emergency number at (828) 287-5602. In the event of danger or an emergency, call 911.

CLASS OBSERVATION

The Town of Rutherfordton, its officers, agents, and employees may observe classes, with or without notice.





POLICIES & PROCEDURES

CONTACT AND PERSONAL INFORMATION PRIVACY

The Town of Rutherfordton considers all customer and contractor information confidential.

HARRASSMENT POLICY

The Town of Rutherfordton's policy is to provide an environment free of unlawful discrimination in its work place, programs, and activities. Unlawful discrimination, including sexual harassment and harassment on the basis of race, sex, religion, color, age, national origin, ancestry, marital status, medical condition, sexual orientation, or physical or mental disability, will not be tolerated by the Town. The Town of Rutherfordton has a "zero tolerance policy". Violating this policy will result in disciplinary action, up to, and including termination of contract.

Prevention is the best tool to eliminate harassment in the workplace. If you have any questions concerning harassment, please contact the Town.

PHOTOS AND VIDEOS

Upon signing the waiver, participants/guardians agree to permit the taking of photographs and/or videos of themselves or their minor to be used at the Town's discretion, and understand that such photographs or video may only be used for marketing purposes.

Participants have the right to opt out of photos and videos and should notify their instructor or the photographer before images are taken.

If instructors would like to take photos or videos of their class, they must first get permission from the students. Instructors are free to share these with the Town to be kept on file for future use to promote their programs.



POLICIES & PROCEDURES

SUPERVISION OF YOUTH CLASSES & CAMPS

Instructors teaching a youth class must ensure that children are supervised at all times. Children are not permitted to roam or leave their designated classroom unsupervised, including bathroom breaks, or leave the class without a parent/guardian. Instructors are required to notify participants not to arrive until designated time of activity. **Children should never be dismissed until a parent/guardian arrives for pick-up. Instructors shall not depart until all children are picked up. Instructors shall attempt to contact the child's parent/guardian and if additional assistance is needed, please contact the Town or Rutherfordton Police Department.**

If a student is missing, the Town should be informed immediately

AMERICANS WITH DISABILITIES ACT (ADA) Accommodating those with Disabilities and Special Needs

The ADA is federal legislation which gives civil rights protection to individuals with disabilities. This act guarantees equal opportunity for individuals with disabilities for employment, public accommodations, transportation, local and state government services, and telecommunications.

It is the policy of the Town of Rutherfordton to fully abide by the requirements of the ADA and to make reasonable accommodations for individuals with vision or hearing impairments or other individuals with disabilities so that they have an equal opportunity to participate. Please advise the Town if a participant has a disability requiring special accommodations.

Programs and instructors are required to make reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination, unless they can demonstrate that doing so would fundamentally alter the nature of the service, program, or activity being provided.

The decision to deny access to a participant due to a disability or special need is not a decision for a contract instructor to make. A contract instructor should make reasonable accommodation in a class/program to accommodate participants with special needs. If you have a concern about a participant, please contact the Town.



PROMOTION AND MARKETING

QUARTERLY RECREATION BROCHURE

All classes, programs, and activities are listed in the Town's Quarterly Recreation Brochure which is available to Town residents and businesses. The Recreation Brochure is published four times per year and is available for viewing on the Town's website at www.rutherfordton.net.

The brochure editions and general class sessions are as follows:

- Winter (Dec, Jan, Feb), published by November 15th
- Spring (Mar, Apr, May), published by February 15th
- Summer (Jun, Jul, Aug), published by May 15th
- Fall (Sep, Oct, Nov), published by August 15th

MARKETING & ADVERTISING

The Town of Rutherfordton promotes all classes, programs, and activities in the quarterly Recreation Brochure. In addition, the Town, in its discretion, may create additional marketing materials highlighting specific classes or programs. By signing the contract, instructors consent to these marketing efforts by the Town.

Contractors may advertise and market their class at their own expense in an effort to increase participation. Any marketing materials (e.g. brochures, post cards, flyers, advertisements, etc.) must be reviewed and approved by the Town prior to distribution.

Contractors may not use Town classes to recruit for personal business or promote their business during class hours or on Town premises. Contractors shall not market products that are sold as part of their business. Violating this policy may result in disciplinary action, up to, and including termination of contract.

Social Networking Guidelines: The Town uses social networking sites (Facebook & Instagram) to promote classes, programs, and upcoming special events. The Town encourages contractors to share content about their classes or programs on their pages, and engage in promotions directed to their programs.

Instructors taking photos of class participants to use on their own business social networking platforms must obtain participant approval before posting. The Town waiver does not cover instructors' use of photos.



FACILITY USAGE

TOWN FACILITIES & PARKS

The Town of Rutherfordton has a variety of locations available for hosting classes. If you are unsure which facility to request, please leave it blank. The Town will select an appropriate facility for you based on facility availability, class needs, and estimated class size. Facilities are very limited and no storage space is provided for independent contractor equipment. The Town reserves the right to move a class if needed.

City Facilities:

- Kiwanis Park
 - 128 Green Street
 - Pavilion, open greenspace
- Marshall Dog Park
 - 128 Green Street
 - Small & Large Fenced Dog area
- Rutherfordton Clubhouse
 - 249 Clubhouse Drive
 - Large gathering space, commercial kitchen
- Rutherfordton Town Hall
 - 129 N. Main Street
 - Community Space
- Woodrow Jones Building
 - 149 N. Main Street
 - Community space, small meeting room
- Ruff'ton Roots Community Garden
 - 128 Hospital Drive
 - Outdoor gathering space, garden plots
- Crestview Park
 - Park Street
 - Baseball fields, tennis courts, basketball courts, walking trail, playground, open greenspace, picnic shelter



SAFETY

ACCIDENT/INCIDENT REPORTS

If an accident or injury occurs to a class participant or instructor, contact facility staff immediately. An Accident/Incident Report Form should be completed immediately and instructors shall contact the Town within 24 hours. All sections of the report must be completed, including as much specific information as possible regarding circumstances surrounding the incident/accident, witnesses, etc. Only staff or instructors are to complete the report form.

Some things to remember when dealing with an accident:

- If serious injury occurs, do not move the injured person unless they are in further danger from the condition/environment in which they are in.
- All accidents, regardless of how severe, must be reported to the Town.
- If necessary, call 911 for emergency support.
- For minors less than 18 years of age, notify parent or guardian as soon as situation allows. Parent should arrange for necessary transportation and relieve you of further action. Do not transport the injured individual by yourself.
- Stay with injured person until relieved by emergency personnel.
- An Accident/Incident Report Form must be filled out the day of the injury and submitted to the Town within 24 hours.

Accident/Incident Report can be found in the Forms section of this handbook.

RELEASE OF ACCIDENT INFORMATION

If an accident should occur, all instructors are directed to give no information relative to the circumstances surrounding the accident to any person, except identified Town Department heads or emergency personnel. This procedure is necessary to prevent the release of inaccurate information and to protect the Town of Rutherfordton in the event of legal action.



SAFETY

GENERAL SAFETY GUIDELINES

Above any other consideration, the PARCs Department, and by extension its contract class instructors, must provide for the safety of the people who use its facilities and participate in its programs. Instructors must use their own best judgement at times, so focus safety constantly and exercise all possible measures to prevent accidents, injuries and/or damage to property. Participants should also be encouraged to think in terms of safety. Take the time to explain to participants why they should be doing something. Remember, speak directly and concisely.

Some important points to remember are:

- Be observant and anticipate problems. If you see an unsafe situation developing, intervene before it escalates.
- Know where your participants are at all times. Keep them in sight. Be aware of the total surrounding at all times.
- Do not divert your attention from the participants. **THEIR SAFETY IS YOUR #1 PRIORITY.**
- All accidents, regardless of how severe, must be reported to the Town.
- Instructors, as well as the Town of Rutherfordton, can be held liable for any accident to people or property damage resulting from negligence.
- Be well trained and current on all aspects of your teaching responsibilities.
- Be properly certified and keep certifications current including CPR and First Aid if you have them.
- Communicate safe techniques in the activities you instruct and in the use of equipment and tools for the class.
- Check for safety of equipment and identify and minimize any hazards. Keep work areas safe.
- Be sure that any equipment or tools used for the class are age and skill appropriate and have been approved by the Town for use in your classroom.
- Follow industrial and professional standards for safety, as well as Town and State codes.
- Communicate knowledge of risk to students and warn of impending danger when there is a safety concern.
- Be “liability conscious” in all classroom activities and minimize risk.
- If there is a question as to the safety of an activity, the physical environment or participants, instructors should consult the Town before proceeding.

Town of Rutherfordton
INDEPENDENT CONTRACT
INSTRUCTOR APPLICATION



To apply to be a contract instructor please complete all questions.

Applicant Information:

Name: Phone #:
Address: City: State:
Email Address: Zip Code:

Class Proposal Information

Class Title:
Class Description:
Age Range: Min. Enrollment: Max. Enrollment:
Class Fee: Material Fee (if Applicable): List Materials:
Preferred Season: Winter Spring Summer Fall Days of Week:
Class Location: Class Time:
Class Dates: Promotion Efforts that will be taken:

Please attach any pertinent information or certification to this proposal, such as your resume, class outline, licenses, training, syllabus, and any other supplemental material and experience that may assist us in reviewing your class proposal.

I CERTIFY THAT ALL THE STATEMENTS IN THIS APPLICATION AND ANY ATTACHED DOCUMENTS ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ARE MADE IN GOOD FAITH. I AUTHORIZE INVESTIGATION OF ALL STATEMENTS MADE IN THIS APPLICATION AND RELEASE OF ANY PERTINENT INFORMATION TO THE TOWN OF RUTHERFORDTON HIRING OFFICIALS. I UNDERSTAND THAT FALSE INFORMATION MAY BE GROUNDS FOR REJECTION OF MY APPLICATION AND/OR DISMISSAL IF CHOSEN AS A INDEPENDENT CONTRACT INSTRUCTOR.

Applicant Signature: Date:

Please return this form to Town Hall or email events@rutherfordton.net.



Rutherfordton NORTH CAROLINA

Mandated Reporter Acknowledgement Form

I, _____ understand that when I am employed as a
(Employee Name)

(Position with the Town of Rutherfordton)

I am a mandated reporter pursuant to §7B-301 of the North Carolina General Statutes. This means that I am required to report or cause a report to be made to either the local Department of Social Services or Rutherfordton Police Department whenever I have reason to suspect that a child under the age of 18 is being abused, neglected, or dependent.

I understand that reporting any abuse, neglect, or dependency may be made orally, by telephone, or in writing. The report shall include information as is known to the person making it including the name and address of the juvenile; the name and address of the address of the juvenile's parent, guardian, or caretaker; the age of the juvenile; the names and ages of other juveniles in the home; the present whereabouts of the juvenile if not at the home address; the nature and extent of any injury or condition resulting from abuse, neglect, or dependency; and any other information which the person making the report believes might be helpful in establishing the need for protective services or court intervention. If the report is made orally or by telephone, the person making the report shall give the person's name, address, and telephone number. Refusal of the person making the report to give a name shall not preclude the department's assessment of the alleged abuse, neglect, dependency, or death as result of maltreatment.

I further understand that if I knowingly or wantonly fails to report the case of a juvenile as required by §7B-301, or knowingly or wantonly prevents another person from making a report as required by §7B-301, is guilty of a Class 1 misdemeanor.

I have reviewed and understand the following indicators of abuse, neglect, and dependency sheet, and will retain this document for future reference.

Employee Signature

Date

Employee Printed Name



Rutherfordton

NORTH CAROLINA

Indicators of Abuse, Neglect, or Dependency

The following signs may signal the presence of child abuse or neglect. It is important to note that any one of these things could mean anything or nothing. There are many reasons a child may not want to go home on a particular day or may be overly compliant when they are trying to please a favorite teacher. However, when you have a cluster of two or more of these, this should raise a red flag to at least talk to the child and or parent, or at most call your local Child Protective Services agency. It is also important to remember that issues related solely to poverty are not considered child maltreatment issues.

The Child:

- Shows sudden changes in behavior or school performance
- Displays overt sexualized behavior or exhibits sexual knowledge that is inconsistent with their age
- Has not received medical attention for a physical injury that has been brought to the parents' attention
- Has learning problems that cannot be attributed to specific physical or psychological causes
- Is always watchful, as though preparing for something bad to happen
- Is overly compliant, an overachiever or too responsible
- Comes to school early, stays late and does not want to go home
- Has unexplained burns, bites, bruises, broken bones or black eyes
- Has bruises or marks in non-prominent, "fleshy" areas of the body (for example, inside of biceps or behind the knees)
- Has fading bruises or other marks noticeable after an absence from school
- Seems frightened of the parents and protests or cries when it is time to go home from school
- Shrinks at the approach of adults
- Reports injury by a parent or another adult caregiver

The Parent or Other Adult Caregiver:

- Shows little concern for the child, rarely responding to the school's requests for information, conferences or home visits
- Denies the existence of or blames the child for problems in school or at home
- Asks the classroom teacher to use harsh physical discipline if the child misbehaves
- Sees the child as entirely bad, worthless or burdensome
- Demands perfection, or a level of physical or academic performance the child cannot achieve
- Offers conflicting, unconvincing or no explanation for the child's injury
- Describes the child as "evil" or in some other very negative way
- Is abusing alcohol, prescription drugs or illegal drugs, and that abuse is having an adverse impact on the child
- Uses harsh physical discipline with the child
- Has a history of abuse as a child

Town of Rutherfordton

129 N. Main St. Rutherfordton, NC 28139

(828) 287-3520

www.rutherfordton.net

"Service Forged at the Highest Standard"