

Come Teach with Cary PRCR:

Contract Instructor Requirements & Guidelines

Cary Parks, Recreation & Cultural Resources (PRCR) offers a variety of programming for citizens across the town, providing recreation and leisure opportunities for everyone.

PRCR utilizes independent Contract Instructors or specialty business partners to provide high quality recreational services to our community within facilities and parks.





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Instructor Requirements

Class Proposal – Prospective instructors who wish to teach with Cary PRCR must complete the Instructor Proposal Form located online at <https://www.carync.gov/recreation-enjoyment/programs-classes/arts-and-recreation-program-proposals>. Once a proposal is received, a Program Supervisor will reach out if they are interested in offering your program.

Prior to moving forward to offer programs, Contract Instructors will be required to submit the documents below:

- **Cary Vendor Form:** You will be asked to complete a vendor application form for Cary to verify your individual or business information and set you up to receive payments for your services. (If you are a Business, you must be properly registered with the State of North Carolina.)

- **Specific Certifications and/or Documentation related to the program offerings:**

**If a business is providing instructional services, documentation should be provided for the owner or assigned instructor.*

- Culinary/Cooking – Safe Serve Certificate
- Fitness/Wellness – Group Fitness Certificate and/or Certification in specific area of Instruction
- Youth Sports – NAYS Select Coach Training Certificate or equivalent Professional Sports Organization Certification (ie. USA Sports Governing Body, USTA, or equivalent)
- Adult Sports –Advanced Experience and/or Certificates in area of Instruction
- Arts & Education –Advanced Experience, Education/Degrees, or Certificates in area of Instruction.
- Other areas not listed – Documentation to be determined by the Program Supervisor.

- **Certificate of Insurance (COI): A** Certificate of Insurance may be required by the Contract Instructor to provide services. Business vendors will ALWAYS be required to provide a COI. Individual instructors may also be required based on the nature of the instruction and the population served.

(Appendix A, B)

- General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers Compensation (if business employs more than 3 employees)
- Sexual Molestation Liability (*required if working with children*) - \$1,000,000 per occurrence.
- Commercial Auto Insurance (if vehicle is involved in program delivery, i.e. game truck) - \$1,000,000 CSL.
- Certificate Holder should be the Cary mailing address:

**Town of Cary
PO Box 8005
Cary, NC 27512**

- **Background Check:** Contract Instructor shall conduct a background check on all persons providing Services. Such background investigation must be completed within 365 days prior to the start date for the first program offering. The background check shall at a minimum include a Statewide Felony and Misdemeanor Search, a National Criminal and Sex Offender Search and a Social Trace of the individual. Background checks will need to be renewed on an annual basis with each new annual agreement.

For an Individual Instructor, contact your Program Supervisor to obtain access to Cary's Background Check website submission. Business vendors must provide documentation of their own verification.

(Appendix C, D)

Program Instructor Contract – All instructors and business will have to complete an Agreement for Services.

General Information

Deadlines – The review process can take up to *eight weeks*. The following dates serve as a guideline for seasonal proposal submissions. Dates are in advance for PRCR to produce Seasonal Program Guides for marketing and promotions.

SEASON	DEADLINE	PROGRAM DATES
Winter/Spring	September	Jan 1- May 31
Summer Camps	December	Jun 1-Aug 31
Summer	February	Jun 1-Aug 31
Fall	May	Sep 1-Dec 31

Program Fees – Program fees are determined by PRCR Staff based on the Contract Instructor’s compensation request. At times, fees are increased to the participants to cover general operations and marketing costs of program offerings. Fees should take into consideration target population, supplies, and equipment. All participant fees are collected by PRCR through registration software. NO program fees related to the program should be collected by the instructor that are not submitted to PRCR.

Materials – Contract Instructors are expected to provide all the materials for the classes. The cost of materials should be included as part of the registration fee. Instructors may also provide students with a list of materials required for the class. In some limited areas, Contract Instructors are permitted to use facility materials for classroom instruction. Please discuss material or equipment needs with your Program Supervisor.

Reporting Income – Cary does not withhold state or federal income tax. Contract Instructors’ income will be reported via Form 1099. Contract Instructor will receive a W-9 form to complete during the Vendor process. Instructors that operate as a corporation or make less than \$600 within the calendar year will not receive a Form 1099.

Facilities – PRCR operates facilities with meeting rooms, ballrooms, gymnasiums, and conference rooms available to operate programs. All facilities have wireless internet access. Visit www.carync.gov/facilities for facility locations and operating hours.

Parks – PRCR operates outdoor spaces and parks as well. Picnic shelters and open space are available for operating programs as long as there is a staffed facility on site or a PRCR Staff onsite during program hours. Some outdoor spaces may not be available due to other programming or a lack of staffing to cover these facilities.

Holidays – Cary observes all federal holidays and does not offer programming on these dates. For a listing visit <https://www.carync.gov/connect-engage/town-departments-offices/town-holidays>

Public Records - If this is your first time working in government, you may be surprised to learn just how much of what we do in our work each day is open to our citizens. In fact, there are several state laws that require us to make nearly all our records available to citizens for their inspection. Records include but are not limited to e-mails, documents, papers, letters, maps, books, photographs, and recordings. In addition to making records available, we also must retain most of the records—some for years and some forever.

Program Policies & Expectations

Program Area Objectives – Each program area has its own set of objectives. Not all program areas utilize Contract Instructors and may instead hire Employees to deliver programs. **(Appendix E)**

Registration – All participants are required to register and pay through the PRCR registration software. Payments are made to Cary and not directly to the Contract Instructor. A roster of registered participants will be provided.

Attendance – Contract Instructor will keep a daily roster of participants and submit a copy of the participation roster to Cary at the completion of each session. Contract Instructor is required to report to Cary Staff daily absences of participants. Contract Instructors shall not allow non-registered participants to attend, observe, or participate in any portion of the program. In limited cases, walk up registrations are allowed if waiver and payment have been made.

Marketing & Promotion – Instructor will work with PRCR employees to create promotional materials and publications. All programs are included in PRCR Seasonal Program Guide publications, Social Media posts and bi-weekly digital newsletter. Instructors are encouraged to promote classes through print and social media.

Course Cancellations – It is the responsibility of the Contract Instructor to immediately contact PRCR if a class needs to be cancelled due to sickness or emergency. PRCR Employees will assist with contacting participants regarding cancellations,

reschedules, and refunds. Instructors can offer make up classes based on facility availability. Classes that do not meet the minimum student enrollment may be cancelled by PRCR and refunds issued to all participants.

Cancellations due to circumstances beyond the Contract Instructor's control (facility closure, weather, conflict): If use of the facilities is reasonably prevented because of inclement weather conditions or other unplanned issues and Cary is not able to reschedule, the Contract Instructor shall be entitled to payment of the minimum fee. Whether weather conditions reasonably prevented use or meeting of the program shall be determined at the sole discretion of Cary staff.

Supervision - Contract Instructors shall provide full **adult supervision** by qualified instructors and/or assistants (not volunteers) of all participants on-site from fifteen (15) minutes before the scheduled start time and until fifteen (15) minutes after program is complete. ***At no time should minor participants (under the age of 18) should not be left alone in a classroom or facility.***

Classroom Ratios – For programs provided for under the age of 18, there must be an adult instructor:child ratio always upheld. Preschool (under 5) 1:8, Youth (5-12) 1:12, Teen (13-17) 1:16. Cary PRCR will not provide staffing for the classroom. At times, there may be a PRCR Inclusion Staff assisting a participant. These Staff are there to assist that specific participant and not in the classroom to provide overall program assistance.

Assistants & Substitution Guidelines – Contract Instructors will provide names of all **adult** assistants and substitutes at the time of the contract. Contract Instructor will provide

any updates to these individuals no less than 48 hours in advance of a scheduled program. All assistants and substitutes must be background checked and approved prior to being onsite and instructing classes. ***Violation of this policy will result in termination of your contract.***

Program Volunteers – At times, Cary may authorize the use of adult volunteers. These volunteers may not be counted in the proper class size ratio. Volunteers must be formally approved, and background checks completed no less than 48 hours in advance of a scheduled program. *Volunteers under the age of 18 are approved on a very limited basis.*

Contract Instructor Payment – No payment will be provided to instructors until the completion of all meeting dates of the program. If the class is ongoing, requests for payments are submitted on the last Friday of the month. Payments are made within 30 days of completing the course.

Evaluations – Participants are emailed a digital evaluation at the completion of each program. Reach out to your Program Supervisor for evaluation data on your programs.

Policies & Procedures

PRCR holds the Contract Instructor accountable for the following policies and procedures:

Contract Terms – Contract Instructors are required to work within the terms of the executed Instructor Contract Agreement. Each Contract is good for a maximum term on One (1) Year. A new contract is required annually with an updated Certificate of Liability (COI).

Contract Instructors will receive a copy of the executed contract for their files.

Representing PRCR through Professional Conduct – Contract Instructors are an extension of Cary PRCR. Inappropriate or offensive behavior by or towards Contract Instructor, participants, guest, and employees is not condoned by PRCR. If a Contract Instructor or guest engages in an inappropriate or unsafe manner, they will be asked to leave the premises. Any concerns should be immediately addressed to the Program Supervisor and documented.

Americans with Disabilities Act (ADA) – It is the policy of Cary to fully comply with the provisions of the ADA, and to make reasonable accommodations to individuals with vision or hearing impairments or other disabilities so that they can have an equal opportunity to participate or benefit, unless an undue burden would result. Physical barriers must be removed if removal is readily achievable (i.e. easily accomplished and able to be carried out without much difficulty or expense). If not, alternative methods of providing the services must be offered. Public accommodations may not discriminate against an individual or entity because of the known disability of an individual with whom the public entity or its representatives is known to have a relationship or association.

Personal Business – Contract Instructors are not allowed to sell or provide personal services or items to participants, guests, or employees.

End of Session/Program – At the end of session/program instructors are responsible for cleaning the room. This includes picking up trash, cleaning tables, pushing in chairs, arranging tables/chairs as requested by the facility. All equipment used must be returned or stored in an agreed upon location.

Release of Minors – At the end of activity minors can only be released to parent, guardian, or an individual authorized by the parent. If youth participants are not picked up by authorized adults within fifteen (15) minutes after completion of the program, Contract Instructor will ensure that those participants are turned directly over to PRCR staff or Facility Front Desks for supervision until parents arrive.

Participant Contact Information – Participant names and contact information are the responsibility of PRCR Staff. You cannot collect this information and send them emails or promotional materials unless they provide it directly to you.

Safety – The safety of participants is the primary responsibility of the Contract Instructor during program implementation. If the program area appears unsafe it is the instructor's duty to notify facility staff immediately. All accidents and incidents, no matter how minor they appear, should be reported to the Program/Facility Supervisor. If an accident occurs in your class, please act calmly, promptly, efficiently and take care of the situation.

First Aid – First Aid kits are located at the front desks of every facility and should be located by instructors. Programming in parks requires the Contract Instructor to provide a basic first aid kit.

For minor injuries first aid items will be made available; for serious injuries call 911. ALL accidents/incidents should be reported to PRCR staff IMMEDIATELY and a report will be filed. A copy of the report will be provided for the parents of minors upon request.

Food & Snacks – For safety, Contract Instructors are asked not to hand out or share any snacks, candy, or food as part of an

activity or as a reward. Also, do not allow children to share food or snacks amongst themselves either as there may be unknown dietary restrictions or allergies.

If the program requires food as part of it (full day camp with lunch hour, cooking/culinary programs), Contract Instructors may be given permission to have food as part of the program content. At that time, information regarding any participant allergies or preferences would be provided to ensure the safety of all participants.

Appendices

- A- COI Check
- B- COI Example
- C- Disqualifying Factors
- D- Background Check Letter Example
- E- Program Area Objectives

Certificate of Insurance (COI) Review Checklist

A reference guide before uploading the Certificate of Insurance into Box. Any remaining questions or concerns with insurance coverages should be directed to Precious Seabrooks, Risk Management Coordinator.

INSURANCE LIMITS

Minimum Limits of Insurance Coverage

- General Liability: \$1,000,000 per occurrence; \$2,000,000 aggregate
- Commercial Automobile Liability: \$1,000,000 CSL
- Workers Comp: Statutory Limits
 - Required if number of employees is three (3) or greater
- Employers Liability: \$500,000 per occurrence
- Umbrella/Excess Liability: \$1,000,000 per occurrence (Construction \$2,000,000)
- Sexual Molestation Liability: \$1,000,000 per claim (if working with children)
- Additional insurance coverages may be required as applicable (Cyber, Pollution)

ADDITIONAL INSURED

- Town of Cary must be named as Additional Insured, (ADDL INSR) **cannot** be marked N or No
- Should be marked with a Y or X in the appropriate field.

WAIVER OF SUBROGATION

- **Cannot** be marked N or No
- Should be marked with a Y or X in the appropriate field.

UMBRELLA/EXCESS LIABILITY

- Should include Additional Insured and Waiver of Subrogation marks of Y or X.
- **Or** in the description of operations section, note "The umbrella liability is follow form"

CERTIFICATE HOLDER

Certificate Holder should be Cary mailing address

Town of Cary
PO BOX 8005
Cary, NC 27512

CERTIFICATE OF INSURANCE (COI) FINAL CHECK

- Are all policies current (not expired)?
- Do the coverage minimums match or exceed the coverage required in the MSA?
- Is the Town of Cary named as an additional insured for General and Auto policies?
- Are additional policies included as needed for (e.g., Professional Liability, Cyber, Pollution)?
- Is the address for Town of Cary accurate for the Certificate Holder?
- Are the boxes for Additional Insured and Waiver of Subrogation properly marked?
- Are the name of the insured vendors the same as the name listed in the agreement?

Note: If the ADDL INSR and SUBR WVD boxes are not checked, the Description section should have a statement similar to:

The Town of Cary, its elected officials, officers, employees, and volunteers are an additional insured for general and auto liability insurance policies. The umbrella liability policy is follow form of primary policies. Waiver of subrogation applies as required by written contact.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Business Insurance Agency, 123 Business Way, Raleigh, NC 27615. CONTACT NAME: Insurance Agent 1, PHONE: 999-88-7777, FAX: 999-88-7776, E-MAIL ADDRESS: agent1@busines.com. INSURER(S) AFFORDING COVERAGE: ARGONAUT GREAT CENTRAL INSURANCE COMPANY (19860), SAFETY NATIONAL CASUALTY CORP (15105), ALWAYS INSURED (11111).

Insured name should be the same as the name listed in the agreement

COVERAGES CERTIFICATE NUMBER: 112233 REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Professional Liability, and Cyber Liability.

Additional insured & waiver of subrogation can be marked in these columns or below in description of operations section below

Insurance limits will be listed in this column per minimum limits listed in agreement

Other insurance coverages as applicable

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Replacement of roof at Town Hall Building. The Town of Cary, its elected officials, officers, employees, and volunteers are an additional insured for general and auto liability insurance policies.

This section may list additional insured, waiver of subrogation, follow form, and other requirements listed in the agreement.

CERTIFICATE HOLDER: Town of Cary, PO Box 8005, Cary, NC 27512 - 8005. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Insurance Agent One

Cary mailing address

Disqualifying Factors

A person will be disqualified and prohibited from providing Services under this Agreement if the person has been found guilty of any of the following crimes as identified below. Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal, Nolle Prose, or dismissal.

Any person who has been charged with any of the disqualifying offenses will not be allowed to provide Services until disposition of the charge. A person who has been charged with any of the disqualifying offenses will be suspended from providing Services until disposition of the charge.

DISQUALIFICATION BASED ON OFFENSE:

SEX OFFENSES

All Sex Offenses – Regardless of the amount of time since offense.

Examples include but are not limited to: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, and indecent exposure.

FELONIES

All Felony Violence – Regardless of the amount of time since offense.

Examples include but are not limited to: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, and child endangerment.

All Felony offenses other than violence or sex within the past ten (10) years.

Examples include but are not limited to: drug offenses, theft, embezzlement, and fraud.

MISDEMEANORS

All misdemeanor violence involving a minor (unless the person providing Services was themselves a minor) – regardless of the amount of time since the offense.

All misdemeanor drug and alcohol offenses involving a minor (unless the person providing Services was themselves a minor) – regardless of the amount of time since the offense.

All other misdemeanor violence offenses within the past seven (7) years

Examples include but are not limited to: simple assault, battery, domestic violence, and hit and run.

All misdemeanor drug and alcohol offenses within the past five (5) years or more than one offense in the past ten (10) years regardless of whether the offense involved a minor.

Examples include but are not limited to: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, and possession of drug paraphernalia.

Any other felony or misdemeanor within the past five (5) years that would be considered a potential danger to vulnerable populations.

Any felony or misdemeanor conviction that involves a crime against a member of a vulnerable population. (Example: contributing to the delinquency of a minor, exploitation of an elder adult or disabled adult.)

Example Format Letter

XYZ Company, Inc
3755 Hawthorne Court
Suite 17F
Raleigh, NC 27603

January 00, 202_

Town of Cary

Attn: _____

P. O. Box 8005

Cary, NC 27512-8005

Dear _____,

In accordance with the Agreement signed by XYZ Company and the Town of Cary for program instruction and related services dated _____, this letter is to certify that the following six individuals who will provide Services under the Agreement have undergone a background investigation. The background investigations have been performed in compliance with the terms and conditions of the Agreement as referenced above within the past 365 days. The individuals listed below have no disqualifying factors, past or pending.

Please feel free to contact me at (999)999-0000 if you have any questions or concerns.

Sincerely,

Area Program Coordinator

Program Areas Objectives

CATEGORY	OBJECTIVE
Action Sports	To engage participants in high quality learning experiences to safely establish fundamental skills and encourage confidence and strength to develop lifelong athletes.
Concerts & Performances	To provide the community with opportunities to experience quality performances across a wide range of performing arts disciplines which engage and entertain.
Environmental Education	To connect the community to Cary's overarching sustainability goals through programs, celebrations, and facilities so that participants feel informed and inspired to join us in protecting and preserving the environment.
Fitness & Wellness	To promote and encourage the community to maintain a balanced, healthy lifestyle. One goal of the program is to maintain stimulating, challenging, and inviting programming. Recreational and leisure activities focus on integrating mind and body through positive traditional and non-traditional recreational activities.
General Education & STEM	To engage participants in high quality learning experiences through hands-on and unique experiences that foster curiosity and creativity and help motivate and encourage them to be lifelong learners.
History & Heritage	To promote the understanding and appreciation of local and regional history within the community and with visitors to Cary.
Outdoor Recreation	To provide high quality experience that inspire curiosity, connect participants with unique experiences, inspire citizens to reach new heights, build trust in social communities, help individuals find new limits, and give participants the space to find their confidence; all while exploring the world of outdoor play.
Performing Arts	To engage participants in building a foundation in dance or drama skills, prepare students for public performance, develop social-emotional skills, and equip participants to use skills in both class and real-life applications.
Public Art & Galleries	To promote public art through site-specific and community-specific artworks that enhance the public realm, deepen a sense of place and civic identity, stimulate community dialogue, and transform Cary's public spaces into vibrant and meaningful places. To enhance the quality of life for every citizen of Cary by incorporating public art in public spaces, including streetscapes, infrastructure, public facilities, parks, and greenways.
Senior Programming	Foster a vibrant and enriching senior experience by providing comprehensive programs designed to promote physical well-being, cognitive vitality, social engagement, and emotional fulfillment. Participants will benefit from a supportive and inclusive community, acquire new skills, enjoy meaningful connections, and discover opportunities for continued personal growth, leading to a fulfilling and active senior life enriched by purpose, camaraderie, and a sense of belonging.
Special Events	To deliver exceptional, engaging, and memorable experiences for our community. Through meticulous coordination, creative ideation, and a commitment to excellence, we strive to bring people together and create lasting impressions that reflect the unique spirit of Cary.
Specialized Recreation & Inclusion	To provide individuals of all ages with disabilities the opportunity to access and participate in various recreation, nature, and arts programs as well as social gatherings and special events that help promote their physical, cognitive, social, and emotional well-being.

Sports Programs & Leagues	To develop sports programs that foster sportsmanship, participation, skill development, and fun for our participants. To create a fun environment that provides an enjoyable sports experience and playing for the love of the game. To provide an equitable opportunity to participate in play and promote fitness and wellness through physical activity. To improve the participant's skill level and development through practice and play. To actively expand the individual's social ability to demonstrate teamwork, respect and fair play through sportsmanship.
Summer Camps	To provide a safe and enriching environment that allows campers to play, learn, and grow during their out of school time. Camps are designed to provide sports, art, and recreational activities to a variety of ages.
Tennis	To provide entry level tennis classes to all age groups, in a fun and positive environment. Participants develop basic tennis skills in an interactive environment that promotes cooperation and physical fitness.
Visual Arts	To provide the community with high quality educational and personal enrichment opportunities in the visual arts through classes, workshops, and collaborations with arts groups. Promote creative thinking skills and ideation abilities to support all aspects of personal and professional growth. Create vibrant "spaces & places" for participants to interact creatively and socially to encourage well-being and lifelong learning.