

# WRANGELL PARKS & RECREATION COMMUNITY CONTRACTOR PROGRAM

We appreciate your interest in becoming a Community Contractor with the Wrangell Parks & Recreation Department. Community Contractors allow the Parks & Recreation Department to offer a variety of added programs we might not have the staff or the expertise to offer. We are excited about the possibility of working together to serve our community.

The purpose of the Wrangell Parks & Recreation Department is to provide, protect, and preserve a recreation system that promotes quality recreational, cultural and outdoor experiences for the Wrangell community.

We strive to provide programs and services that meet the needs of our constituents by providing a variety of programs. Community Contractors provide quality educational and recreation opportunities that allow individuals to enhance their overall sense of well-being and improve their quality of life.

## **How it Works**

The Wrangell Parks & Recreation Department (P&R) utilizes Community Contractors to provide unique recreational services. Programs may be designed for preschoolers, school age children, teens, adults, families and seniors. We are always open to new, creative ideas, so feel free to bring something new to the department.

Community Contractors are hired on a contractual basis. In order to become a Community Contractor for P&R, a potential Instructor must first submit a Community Contractor Application and a Course Request Form for each course you would like to teach.

For your convenience you can find a Community Contractor Application and Course Request Form online at [www.wrangell.com/recreation](http://www.wrangell.com/recreation) on the Recreation Programs page. You can also find a copy at the end of this manual. Please complete these forms and return to the Parks & Recreation office. Community Contractor Applications and Course Request Forms are accepted year round. A separate Course Request Form is required for each course you wish to teach. Partially completed applications and forms will not be considered.

Once you have submitted your forms, a P&R department staff will contact you and serve as your primary point of contact for the processing of your application and will notify you if your application has been accepted. Submitting an application does not guarantee the activity will be added to the recreational offerings of P&R.

1. All Community Contractors, assistants and substitute Community Contractors must pass a Background Check before teaching. Instructions on the process will be sent out. The fees for the background check are to be paid by the Community Contractor.
2. Once all required documents are submitted, a contract is then produced outlining the specifics of the course or activity that you agree to instruct and is sent to you for review and signatures.
3. After the return of your signed contract, it is forwarded to the Director's office for approval and signature. A completed contract will be emailed to you.

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When you receive your contract, please contact the approved facility to begin classes. P&R department staff will be able to help you with the reporting of class schedules, rosters and receiving payments made to P&R.

Additionally, once added to the schedule, there are no guarantees that P&R will continue your class offering for future seasons. We reserve the right to cancel any activity or class as a result of low or no attendance for an ongoing period of time.

### **Community Contractor Liability Insurance and Worker's Compensation**

The City & Borough of Wrangell's insurance company does not provide for coverage of individuals or businesses with whom the City contracts. As independent contractors, Community Contractors are responsible for providing liability insurance for themselves. Therefore, the City's insurance policy will not defend or pay out on claims brought against and Independent Contractor. Therefore, if a liability claim were to occur against you and the City & Borough of Wrangell, you would be responsible for defending yourself, and potentially paying a claim brought against you. The City & Borough of Wrangell encourages all Community Contractors to provide such insurance. The absence of such insurance does not negate the necessity.

If the Community Contractor has employees, the Community Contractor is required to provide the Borough with verification of Worker's Compensation Insurance, as required by State of Alaska law.

### **Termination of Community Contractor Agreement**

P&R may terminate a Community Contractor Agreement immediately upon any breach of performance specified in the Agreement by the Community Contractor or his/her assistants or any violation of State, Federal or local law. Either party may terminate the Community Contractor Agreement cause, upon twenty -one (21) days written notice to the other party for any reason, including but not limited to, insufficient enrollment, unavailability of facilities, or if the safety and security of participants or P&R property are compromised.

P&R reserves the right *not* to renew a Community Contractor's Agreement for any reason. Grounds for immediate termination of the Community Contractor Agreement may include, but are not limited to: verbal and/or physical abuse, actions which may cause injury to another, and/or being under the influence of drugs or alcohol while teaching.

P&R shall also *not* be liable for compensation of the Community Contractor for the remainder of the Community Contractor Agreement should it be cancelled. If P&R terminates the Community Contractor Agreement during the session, the Community Contractor's payment for services provided will be on a prorated basis.

### **Contract Documents**

Contract Instructor Class Proposal Form

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Background Check Liability Waiver Form  
Participation Agreement & Waiver Form  
Signed Contract

## Timeline

Community Contractors should allow a minimum of one month from initial proposal to the proposed start of the classes for contract review, scheduling and processing. Proposals may be submitted anytime during the year.

## Scheduling

Community Contractors are responsible for submitting class schedules through the course proposal form. When programming your classes, keep in mind the following City & Borough of Wrangell's observed holidays, which may affect your class schedule.

New Year's Day	Veterans Day
Martin Luther King Day	Presidents Day
Memorial Day	Independence Day (July 4th)
Labor Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
Christmas Day	

## Compensation

As a Community Contractor, you establish the price for your services. P&R will assist you with market information to help guide you in your decision of pricing. Community Contractors receive 70% of the class fees. The remaining 30% payment is due to the P&R, City & Borough of Wrangell and paid directly to the recreation facility. The negotiated per student rate will be indicated on your contract and is based on what fee you, as the Community Contractor, require from each participant. A price range may be suggested in order to be flexible for the local market.

P&R policy provides for payment after receipt of services; therefore, advance payments are not possible. Community Contractors must submit a request for payment for classes that are complete. Once requested, the Community Contractor will receive a check for classes taught, after services have been rendered. Payment will be based on the number of students enrolled at the end of the class.

P&R will not withhold money for social security or federal income tax. It is the contractor's responsibility to satisfy any taxes due by the contractor in an appropriate manner.

## Supply and Material Fees

The Community Contractor will determine student material fees and inform P&R of the need for these fees. Material fees will be assessed as part of the registration fee. Community Contractors may also

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opt to supply classroom materials, direct students to the appropriate source, or build the cost of supplies into the class fee.

### **Facility Access and Use**

P&R will consider whether Community Contractors may receive facility access by being issued a key. If provided, keys cannot be loaned or issued to anyone other than the authorized contractor. Facility access is only allowed for instructing courses. Any other entrance into a City facility is considered unauthorized and may result in the Community Contractor's dismissal. P&R will consider whether Community Contractors may store materials or equipment at P&R facilities.

Community Contractors using P&R facilities may be allowed to set up their activity area 15 minutes prior to the beginning of class as long as there is no conflicting activity taking place. If set up time is needed, this should be prearranged with the facility. Classroom set-up and break-down tasks are the responsibility of the Contractor. This means cleaning up any materials and replacing any furniture and/or equipment back in its original location after the class ends. When leaving a P&R facility without department staff present, the Contractor must ensure that all doors are locked securely, and lights and heat are turned off/down.

### **Class Attendance**

In addition to paying the class registration fee, all participants must sign a liability waiver at the time of registration and before engaging in an activity. Our liability waivers have been designed to have force in litigation cases, and cannot be modified. Community Contractors may not allow students to participate in an activity until you know they are registered and have a signed liability waiver on file at P&R pool office. Please direct these individuals back to the office, where P&R department staff will help them complete the required form in a timely manner. Persons under the age of 18 must have a parent complete the form.

It is the Contractor's responsibility to take attendance at each class. This is especially important for large classes where participants may have shown up to class without paying. Please inform individuals who have not paid visit with the P&R department staff to sign in. Participants must either be on your sheet or have a P&R-issued receipt before you admit them to your class. Attendance sheets to be used will be provided to the Contractor.

### **Marketing / Promoting Your Course**

P&R promotes recreational opportunities in a number of ways such as flyers, Facebook and our City website. As a Community Contractor, you are responsible for the marketing of your class. Do not rely on P&R to market your class or service. P&R will assist you, but it is up to you to recruit your participants.

All advertisement materials utilized to promote your classes must be approved by P&R. All advertisement must include the City or the Department's logo, contact number and website.

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Promotion by the Parks & Recreation Department: P&R will place your course description on our website and throughout our facilities, as deemed appropriate posting facilities.

Special Events: P&R participants in a variety of special events throughout the year. Community Contractors can do demonstrations, participate as artists, or pass out flyers to participants at the events with prior arrangement with departmental staff.

### **Professional Standards & Policies**

#### Professional Conduct

Though not employees of the City & Borough of Wrangell, Community Contractors do represent the City & Borough of Wrangell. To some participants, the Community Contractor is the only representative of the City they will have contact with. You should strive to conduct yourself in a professional manner at all times including dressing, acting and speaking professionally and supporting both the P&R department policies and the City's decisions.

If a Community Contractor, participant, or guest engages in an inappropriate or unsafe manner, he or she will be asked to leave the premises. Possession or use of drugs or alcohol while conducting or participating in a class is strictly prohibited.

#### Communicating with Parks & Recreation Staff

It is important to maintain a clear line of communication between the P&R department and the Community Contractor. As a Community Contractor, if you have any questions, concerns, or issues regarding facilities or your activity, you must contact the appropriate staff member. A lot happens throughout the year, so we encourage Community Contractors to stay connected with the department. Staff may periodically send out emails pertaining to your payments, enrollment information, class rosters, and other important news pertaining to your activity.

#### Evaluations

Participant survey forms may be administered to participants via email, Survey Monkey, or other survey/evaluation format. Feedback and results will be provided to the Community Contractor once collected.

#### Course/Activity Cancellation

P&R reserves the right to cancel, combine or divide courses; to change the time, date or place of courses; to change the instructor; and to make other changes which become necessary to ensure a quality experience for the participants. If P&R cancels your course, the department will notify students and issue any necessary refunds.

If an Instructor must cancel a class for any reason, they must notify P&R no later than 2 hours prior to the change occurring. The Instructor is responsible for notifying their participants that the program has been cancelled. P&R department staff will make every effort to post signs cancelling the class for any participant who was not able to be contacted by phone.

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If an Instructor has made arrangements for a substitute, P&R must be notified. P&R must approve all substitutes. Substitutes, who are not approved by P&R, must submit a Community Contractor Application, enter into a contract and meet all other requirements.

### Safety of Participants

The Community Contractor's primary responsibility is to ensure the safety of participants involved in an activity.

### Child Abuse & Neglect

Community Contractors, overseeing a class involving children, are considered a Mandatory Reporter under State of Alaska law. This means if the Contractor their assistant(s) have knowledge of or observes a child whom he or she suspects has been the victim of child abuse or neglect, a report must be filed with Child Services or with the Wrangell Police Department immediately. Types of reportable situations may include, but are not limited to, any type of possibly physical injury, suspected sexual abuse or exploitation, willful cruelty or unjustified punishment, unlawful corporal punishment, neglect (severe or general), or abuse in a daycare.

### Discrimination and Harassment

The City & Borough of Wrangell does not tolerate any form or type of discrimination and harassment by, among, or to its representatives. Discrimination and harassment can be defined as any behavior that is disrespectful and causes discomfort to another person, be it physical, verbal, visual, or sexual. Community Contractors are responsible for their own actions/conduct, and must never engage in discrimination or harassment.

### Accidents and Incident Reports

In the event that an Incident or Accident occurs during your program, an Incident/Accident Report must be completed and submitted to the Director by noon the next business day. It is the Community Contractor's responsibility to know where the first aid kit is located for all facilities in which they provide services. For minor first aid (band-aids, etc.) the first aid kit will suffice. For serious accidents, DO NOT MOVE the injured participant; call 9-1-1. If a child is involved, notify the parent/guardian immediately, and then contact P&R department staff immediately. All accidents and incidents must be reported, no matter how minor they may appear.



**Student goals, objectives and / or accomplishments for the class or program**


**For Consideration Only — Facility Request (room, tables, chairs, equipment, etc.)**


**Class Day:** Monday \_\_ Tuesday \_\_ Wednesday \_\_ Thursday \_\_ Friday \_\_ Saturday \_\_ Sunday \_\_

**Number Hours Per Class:** \_\_\_\_\_ **Preferred Class Time** \_\_\_\_\_

**Minimum Students?** \_\_\_\_\_ **Maximum Students?** \_\_\_\_\_ **Age Range?** \_\_\_\_\_

**Price Per Session:** \_\_\_\_\_

**If sessions, how many classes and weeks?** \_\_\_\_\_

**Drop-in Price (If applicable)** \_\_\_\_\_

**Any additional outside cost for students?** No \_\_\_\_ Yes \_\_\_\_ \$ \_\_\_\_\_

I certify that I have made no misrepresentation in this proposal and I have not withheld information in my statements and answers to questions. I hereby authorize the City & Borough of Wrangell to investigate and verify any representations made by me, either orally or in writing. I hereby release the City, and any individual who provides or obtains information pursuant to this authorization, from any and all liability for damages of any kind which may result to me on account of compliance, or attempts to comply, with this authorization. I am also aware that my proposal is subject to the Alaska open records law and may be released as a public document. I also understand that this proposal is the property of the City & Borough of Wrangell.

Check here if you have lived outside the State of Alaska within the last 10 years.

**Signature of Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_