



WAC Instructor Handbook

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[WAC Mission](#)

[Instructor Standards & Course Guidelines](#)

[Background Checks](#)

[Instructors Are Independent Contractors](#)

[Compensation](#)

[Class Fee Structuring](#)

[Student Scholarships](#)

[Make-Up Classes](#)

[Course Structure Terminology & Programming Formats](#)

[Solicitation and Private Instruction Policy](#)

[Enrollment Limits](#)

[Supplies](#)

[Room Assignment](#)

[Teaching Agreement](#)

[Course Agreement](#)

[Instructor Attendance & Class Cancellations](#)

[Student Cancellation Policy](#)

[Course Evaluations](#)

[Communications with Students and/or Students' Families](#)

[WAC Building Usage](#)

[Instructor Substitutes, Visitors, and Guests](#)

[Safety At The WAC](#)

[Student Privacy and Confidentiality](#)

[Harassment and Violence](#)

[Internet Usage and Communications](#)

[General Guidelines for Internet Usage](#)

[Social Media at WAC](#)

[Representing WAC](#)

[Conflicts of Interest](#)

[Solicitation and Distribution](#)

[General Legal Policies](#)

[Observing the Law](#)

[COVID Guidelines](#)

[Termination of Agreements](#)

[Waiver of Liability/Hold Harmless](#)

To all prospective and current instructors... Thank you for partnering with the Watauga Arts Council (WAC) as an instructor to offer high-quality, affordable arts education to our community. We consider it a privilege to work with you. Following are policies and guidelines that all instructors are required to adhere to in offering instruction with WAC. The contents of this handbook are subject to change.

WAC Mission

The Watauga Arts Council seeks to bring art to the forefront of the High Country through advocacy, education, engagement, support, and inspiration.

Instructor Standards & Course Guidelines

In the spirit of arts for all, we take pride in providing equal opportunities to everyone regardless of their race, ethnicity, beliefs, religion, marital status, gender, gender identity, citizenship status, age, veteran status or disability.

WAC Instructors are selected for the expertise they hold in their craft, their teaching ability, and their passion to share those skills with students. Instructors are invited by the WAC administration based on the following process:

- Submit an artist profile through the WAC website
- Course Proposal Submission Form
- Onboarding and Orientation

Background Checks

Background checks are required for all instructors. Instructors must be in good standing with the community and have no record of criminal activity. A clean, valid background check must be on file before your course(s) can be approved. **WAC WILL NOT MAKE AVAILABLE FOR REGISTRATION OR ADVERTISE ANY OFFERING PRIOR TO RECEIVING THE BACKGROUND CHECK.**

If you are a renewing instructor, you only need to submit this if your prior check has expired (is older than two years).

You may, instead, submit a valid (less than two years old) background check from another organization (school, etc.) if you already have one.

If you don't have a valid (less than two years old) background check, there are two options for obtaining the check:

Option 1 (Online): You can complete your background check through our **online provider** [Background Investigation Bureau \(BIB\)](#) following these [instructions](#) at a cost of \$24 (to be paid by the applicant; subject to change; and reimbursed when payment for completed course is issued.). WAC will receive the results of your check electronically.

Option 2 (Local, In-Person): Alternatively, you may also apply locally in person at the **Watauga County Courthouse clerk's office** at a cost of \$25 (to be paid by the applicant; subject to change; and reimbursed with submitted receipt when payment for completed course is issued). Simply take your ID to the courthouse and proceed to the Clerk of Court's Criminal Division, 8-5 Monday-Friday. They will prepare the background check application and provide you with a certified copy upon completion of the check. Call 828-268-6639 with questions.

You may upload a digital copy of your background check when submitting your Course Proposal or Teaching Agreement. You may also email your background check later to artsed@watauga-arts.org, mail it to WAC at 377 Shadowline Dr, Boone, NC 28607, or drop it off in person to a WAC administrator.

Instructors Are Independent Contractors

All WAC-sanctioned course instructors are classified as Independent Contractors for the purposes of payment for services. ***Instructors must submit W-9 including the current mailing address at the time of submitting the Teaching Agreement.*** You may also email your W-9 later to artsed@watauga-arts.org, mail it to WAC, Attention ArtsEd, 377 Shadowline Dr, Boone, NC 28607, or drop it off in person to a WAC administrator. Then, Instructors who earn more than \$600 per year will receive a Form 1099 no later than January 31 of the year following services. Download the W-9 form from the IRS here: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Compensation

WAC issues payments within the first two weeks of each month for classes completed in the previous month. For example, instructors who finish teaching their course in July will receive payment within the first two weeks of August (barring holidays, breaks, etc.). A current, valid W-9 form must be on file to issue payment. Instructors are typically required to submit this form to WAC administration prior to the start of their teaching period for the year.

Class Fee Structuring

The standard revenue split between the instructor and WAC is 65/35. For classes with 4 or fewer participants, this split is adjusted to 70/30. More information regarding class fees will be shared with you further into the application process.

Student Scholarships

Student scholarships may be available, with the recipients determined at the discretion of WAC staff. Any discounts or complimentary enrollments granted as part of a scholarship will reduce the total course fees collected and, consequently, will be reflected in the final payment to the instructor. For example, while a class may have a total of 10 participants, only 9 of whom are paying, the instructor will be compensated based on the 9 paid enrollments. Each instructor is required to accommodate up to one full scholarship student or two partial scholarship students.

Make-Up Classes

If an instructor misses a class, they must use the week between sessions for the makeup class at the same time and day as the previous classes, or add additional time to remaining sessions if the schedule allows. If the previous options are unavailable, the make-up class may be scheduled on a weekend within the same session. If the instructor is absent from multiple meetings, they will provide additional make-up opportunities. If a refund coupon is issued to the student to redeem for a future class, the instructor will not be paid for missed instructional days/hours. Any further student make-up classes are optional, at the instructor's discretion, without additional compensation, and arranged solely at the instructor's discretion. We encourage instructors to use the week between sessions as a makeup class for students who have missed a class if desired. The instructor may invite other students to use this time as a bonus class for an additional fee. Instructors should check the room schedules before confirming a makeup class for students.

Course Proposals

Rather than having existing classes that WAC hires instructors for, we rely on instructors to propose courses and then work with them to refine their ideas into reality. A call for proposals goes out normally several weeks or months before a term and all current and prospective instructors must fill out the [course proposal](#) form for submission and approval.

Course Structure Terminology & Programming Formats

Review course structure terminology and programming formats at this [link](#).

Solicitation and Private Instruction Policy

Instructors may not solicit students they have connected with through Watauga Arts Council (WAC) programs, classes, or events for private instruction outside of WAC. This includes approaching current or former WAC students for private lessons conducted outside of WAC's oversight.

If an instructor wishes to pursue private instruction with a student they've connected with through WAC, this must be arranged in accordance with WAC's Private Instruction Policy. If you are interested in offering private instruction to WAC students under this policy, please speak with a WAC staff member to discuss the appropriate steps.

Enrollment Limits

Minimum Enrollment. In most cases, a minimum of five students is required for a course to proceed. Should enrollment fall short of this, the education coordinator will notify the instructor no later than one week prior to the course start date. If the course is at risk of not meeting the minimum enrollment, and the instructor is still willing to proceed, the course may still be conducted, provided there are no conflicting classes or events scheduled for that day.

Maximum Enrollment. Course maximums are determined based on curriculum requirements and other relevant factors, and are established in consultation with the instructor. While the typical class size is capped at 12 students, this may vary depending on the nature of the course and available space. In the event that registration reaches capacity quickly, the Education Coordinator may recommend the instructor offer additional course sections. All course sections must meet the established minimum enrollment to proceed, unless otherwise agreed upon between the instructor and the WAC Education Coordinator.

Supplies

WAC will provide all supplies for each course in most cases. Instructors must submit a supplies request to the education coordinator with the course proposal form no later than two weeks before the course start date. The budget for supplies is determined on a course-by-course basis. Students may be asked to provide some materials for lengthy courses with costly mediums.

In most cases, WAC purchases course supplies once a course has met its minimum enrollment. Please upload your supplies list with resource links to purchase when submitting your course proposal. You may also email this list later to artsed@watauga-arts.org. While we do not normally reimburse instructors for supplying students with supplies, if you plan to supply any materials or tools yourself, please indicate so on the list. Your supplies list must be received before the course can be approved.

Room Assignment

WAC and the Instructor will agree as to the room assignment and condition of the teaching space before signing this agreement. The Instructor understands that the room assignment may be changed at the discretion of WAC, but WAC makes the greatest effort possible to ensure a sufficient alternative.

Teaching Agreement

WAC will send an electronic Teaching Agreement form highlighting policies from within this Handbook. The Instructor is required to read the Agreement carefully and agree to all terms and conditions outlined therein. The Instructor then submits the Agreement Form and receives a copy to their email.

Course Agreement

WAC will send a separate electronic Course Agreement outlining the courses to be taught and the compensation rate before course onboarding in the registration system and advertising through promotional channels. The Instructor is required to read the Agreement carefully and agree to all terms and conditions outlined therein. The Instructor then submits the Agreement Form and receives a copy to their email.

Instructor Attendance & Class Cancellations

Instructors are expected to conduct classes on time and on schedule. Instructors are required to show up 30 minutes early for the first class of a session, and at least 10 minutes early for following classes. WAC prefers for instructors to arrive 30 minutes early for all classes.

Any scheduled breaks should be accounted for in the agreed upon schedule between the instructor and education coordinator. Only emergency cancellations or schedule changes will be considered after the class start date. Emergencies consist of personal illness, family illness, death in the family, severe weather, acts of God, or natural disaster. Instructors are expected to provide as much notice as possible in the case of emergencies. Instructors are responsible for communicating with their own students regarding any changes through the course management system. ***If the Instructor must cancel on the day of a scheduled class meeting, the Instructor will notify the Arts Education director by phone call or text WAC staff immediately so that WAC may send students a notification text.***

As a non-profit, WAC operates on a tight budget. The Instructor understands that they will not be paid for any classes that are canceled and not rescheduled, either by the Instructor or WAC.

Student Cancellation Policy

All course registration fees are non-refundable, in part or wholly, after the class start date. Per the make-up policy described above, one free make-up class is offered for 5-week courses. Students will not receive a refund for missed class meetings. Students who miss a class may not be permitted to make them up in another course session. If a student is unable to attend a course and contacts artsed@watauga-arts.org PRIOR to the course start date, it may be possible to transfer the enrollment to a future course session (if available).

Course Evaluations

The WAC Arts Education administrator will send out course evaluations following the conclusion of a course via email to students. Positive feedback will be posted to the education registration platform for the public and instructor to see. Any negative feedback will be presented to the instructor for discussion and opportunities for improvement when needed.

Communications with Students and/or Students' Families

All communications with students and/or families must be conducted via email, preferably through the course management system. All emails between instructor and student must CC artsed@watauga-arts.org or admin@watauga-arts.org. This creates a record of the communication by automatically including WAC in the email. Any communication outside of this system, unless otherwise approved by a WAC Administrator, is strictly prohibited. Failure to abide by this agreement could result in termination of future classes with WAC.

The Instructor agrees to send the following communications to students, through the course management platform, when able, or email with CCing WAC, when unable: (1) welcome email with specific details and instructions (supplies, reference photo, etc.) no later than 3 days prior to a course start date, (2) any class cancellation emails (as soon as possible when a cancellation is required), (3) make-up class notification email (when applicable and no later than one week prior to the scheduled make-up week).

WAC Automatically Sends Emails: (1) general welcome email no later than 3 days prior to a course start date (2) thank you email within 3 days following the last class meeting.

WAC Building Usage

The Instructor is responsible for opening and closing the offices following these [guidelines](#) if their class takes place before or after office hours. WAC hours are subject to change on short notice.

The Instructor shall properly maintain the premises in a good, safe, and clean condition. In the event that damage is caused during a class, the Instructor is responsible for notifying WAC immediately or as soon as possible. Aside from waste generated in the normal process of teaching and learning, the Instructor will remove all personal property, trash, and other items that were not present on the premises when the Instructor arrived, unless agreed upon before the class.

If Instructors need storage space for classes, they need verbal confirmation before storing anything at the WAC Center and agree to keep items only in the location(s) assigned to them by WAC. WAC shall exercise as much care to items in storage, as WAC does in safeguarding its own property. Likewise, the Instructor shall care for WAC property as they would their own and will not disturb or take other items belonging to WAC or other Instructors, without express permission. WAC is not liable for loss of, or damage to, personal property occurring on the premises.

Instructor Substitutes, Visitors, and Guests

In some cases, an instructor may want to invite a special guest for a demonstration, enlist a substitute teacher, have an assistant (unpaid by WAC) or bring a visitor to class. Instructors may do this as long as any visitors or guests are approved by the education coordinator one week prior to the course start date. Instructor substitutes and regular guests such as an assistant must have a valid background check on file. One-time guests do not need a background check.

Safety At The WAC

Student Privacy and Confidentiality

Instructors agree to keep all sensitive student information confidential.

The Instructor may not use images of students on any social media or other public platform without (a.) permission from WAC and (b.) a photo release form signed by participants over 18 or, if under 18, by participants' guardians.

Harassment and Violence

WAC is a safe space for all. Harassment or violence of any kind will not be tolerated. This applies to politically-motivated harassment and sexual harassment, and all other forms of harassment and/or violence.

Sexual harassment has many forms of variable seriousness. A person sexually harasses someone when they:

- Comment on someone's looks, dress, sexuality or gender in a manner that makes them uncomfortable.
- Make obscene comments, jokes or gestures that humiliate or offend someone.
- Insinuate, propose or demand sexual favors of any kind.
- Invade another person's personal space (e.g. inappropriate touching.)
- Stalk, intimidate, coerce or threaten another person to get them to engage in sexual acts.
- Send or display sexually explicit objects or messages.
- Pursue or flirt with another person persistently without the other person's willing participation. Flirting with someone, even consensually, at an inappropriate time (e.g. in a team meeting) is considered sexual harassment.
- The most extreme form of sexual harassment is sexual assault. This is a serious crime and WAC will support any of our partners who want to press charges against offenders.
- Any person in our organization who is found guilty of serious harassment will be terminated.
- If any community partners sexually harass our instructors, students, or artists, we will demand disciplinary action and/or refuse to work with this person in the future.

Anyone who experiences or witnesses an incident of sexual harassment should report it to a WAC administrator.

Internet Usage and Communications

General Guidelines for Internet Usage

WAC's internet connection is a service we provide our instructors so that they can run their classes effectively. Here are the guidelines for usage:

- Instructors are expected to use the internet primarily for course related purposes.
- No one may use WAC's internet connection to:
 - Download or upload obscene, offensive or illegal material.
 - Send confidential information to unauthorized recipients.
 - Invade another person's privacy and gain access to sensitive information.
 - Download or upload pirated movies, music, material or software.
 - Visit potentially dangerous websites that can compromise our network and computers' safety.
 - Perform unauthorized or illegal actions, like hacking, fraud or buying/selling illegal goods.

Social Media at WAC

Instructors may access their personal social media accounts at WAC. But, WAC expects instructors to act responsibly, according to our policies and stay productive. Specifically, WAC expects instructors to:

- Avoid getting sidetracked by social platforms.
- Ensure others know that personal accounts or statements don't represent our organization. For example, use a disclaimer such as "opinions are my own."
- Avoid sharing intellectual property (e.g trademarks) or confidential information.
- Ask the education coordinator before sharing news that's not officially announced.
- Avoid any defamatory, offensive or derogatory content.

Representing WAC

Whenever speaking on WAC's behalf, regardless of if it's online or in person, instructors should:

- Be respectful, polite and patient.
- Bring problems or concerns to WAC staff/board and refrain from talking negatively about WAC policies, procedures
- Avoid speaking on matters outside your field of expertise when possible.
- Follow our confidentiality policies and observe laws governing copyrights, trademarks, plagiarism and fair use.
- Coordinate with our education coordinator when you're about to share any major-impact content.
- When online, avoid deleting or ignoring comments for no reason.
- Correct or remove any misleading or false content as quickly as possible.

Conflicts of Interest

WAC holds a unique position in the community as a non profit organization that partners with many talented artist entrepreneurs. While WAC wants its partners to be successful, there must be a clear understanding that WAC's work as a community non profit is separate from our instructor's work as a for profit business. To maintain this understanding, instructors are strictly prohibited from doing the following:

- Using the WAC building or its resources to conduct any business activities outside of hosting WAC sponsored courses.
- Using or advertising the WAC location as a business or studio address.

- Storing personal or business supplies outside of materials needed for WAC sponsored courses.
- Using WAC's social media, website, or other digital resources to advertise, collect payment, or conduct business outside of WAC sponsored courses.
- Collecting payment from students for WAC sponsored courses.
- Using WAC's database (including copied emails) without WAC approval.
- Using WAC's marketing, name, or connections without WAC approval.
- Soliciting any services on behalf of WAC without WAC approval.
- Using WAC's student roster to procure enrollments for lessons outside of WAC's sponsorship without approval.

Solicitation and Distribution

Although Instructors may not use WAC's contact database, Instructors are allowed to market their businesses when introducing themselves, at the end of a class, or in a class description. Instructors may share their websites, social media, and business cards with students. Instructors may also ask students for their contact info for marketing purposes such as a mailing list, but it is up to the discretion of the students to allow such activities. WAC instructors may not use student emails provided by WAC for personal business. WAC expects instructors to practice good taste and judgment when advertising. Instructors may not advertise to students to take classes directly from them outside of WAC.

General Legal Policies

Observing the Law

The Instructor shall not knowingly commit nor permit any act contrary to the rules and regulations prescribed by any federal, state, or local authorities.

COVID Guidelines

The Watauga Arts Council follows all current North Carolina COVID guidelines. The Instructor agrees to follow and enforce these guidelines during their class.

Termination of Agreements

Both parties can terminate any WAC agreement for convenience by giving the other party 30 days written notice.

Waiver of Liability/Hold Harmless

The Instructor, individually, and on behalf of heirs, successors, assigns and personal representatives, hereby release and forever discharge The Watauga Arts Council, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) ("Releasees") from any and all liability whatsoever for any and all damages, losses or injuries (including death) sustained to person or

property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during, or are connected in any manner with my participation in the art education program whether caused by the negligence of the Releasees or otherwise; except that which is the result of gross negligence and/or wanton misconduct by the Releasees. In addition, the Instructor, individually, and on behalf of heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless The Watauga Arts Council, and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or are in any way connected with the Instructor's participation in the art education program.

The Instructor agrees that this Waiver, Release, and Indemnification Agreement is to be construed under the laws of the State of North Carolina, U.S.A.; and that if any portion is held invalid, the balance shall, notwithstanding, continue in full legal force and effect. The Instructor agrees that this Agreement is to be construed broadly to provide a release, indemnification and waiver to the maximum extent permissible under applicable law. In signing this document, the Instructor hereby acknowledges having read this entire document, and understand its terms, and is at least eighteen (18) years of age, that by signing it electronically or in person, is giving up substantial legal rights that the Instructor might otherwise have, and has signed it knowingly and voluntarily.

Instructor Printed Name:

Instructor Signature

Date Signed:

Thank you!

-Watauga Arts Council