



## Contract Instructor Handbook

Thank you for your interest in becoming an Independent Contract instructor for Desert Recreation District (The District). We are excited about the possibility of working together.

Desert Recreation District is a special district government agency that provides recreation facilities, programs and services for the cities of Palm Desert, La Quinta, Indio, Thousand Palms, Thermal, Mecca, Coachella, Bermuda Dunes, North Shore, Oasis, Indio Hills, Indian Wells, Rancho Mirage and Vista Santa Rosa. We currently operate 37 after-school programs, eleven community centers, a variety of pools and numerous special events. We are a publicly funded provider of recreational programs and activities focused on providing opportunities for physical and mental wellness to residents in our 1,800 square mile service area.

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## Approval Process

### Becoming an Independent Contractor

The District utilizes independent contractors to provide recreational services to our community. Programs of all types and presented for any demographic will be reviewed and considered by the senior staff of the District.

Simply follow these instructions and use the forms provided for your program to be considered. Desert Recreation District will select only the programs it considers will enhance the District's portfolio.

Desert Recreation District reserves the right to deny any program which it deems an inappropriate match to the District's goals and vision, or one that is already market saturated.

### The Approval Process

1. The process begins with the Independent Contract Instructor "proposing" a course, program or activity using the attached *Contract Instructor Proposal*. The proposal and all supported qualifications are then submitted to Desert Recreation District at the Administration office located at 45-305 Oasis Street, Indio, CA 92201.
  - a. **What to submit:**
    - i. Resume for providing the proposed program along with references who can attest to your abilities and qualifications.
    - ii. Provide a copy of all pertinent certifications.

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- iii. Include other qualifications that may lead us to contract with you for this program.
  - iv. Completion of the Contract Instructor Proposal (one page for each activity proposed).
2. A Community Services Supervisor or Coordinator will then review the proposal, assess the “content” of the course/program/activity to determine its potential in meeting the District’s vision and goals. You may be contacted after that review for a more detailed discussion.
  3. A Community Services Coordinator may work with you to determine the specific design of the course/program/activity regarding suitability, availability, fee structure, time frames, participation requirements, age ranges, descriptions, etc.
  4. The District and the Contract Instructor negotiate to agree that:
    - ✓ the proposal meets the necessary requirements of the District
    - ✓ the contract instructor is a cultural fit to represent the District
  5. Desert Recreation District will produce a written contract for your signature. This contract will state specifically the course/program/activity which you are agreeing to provide.
  6. The Instructor Contract expiration date will (generally) coincide with the end of The District’s fiscal year on June 30. Special Circumstances may warrant other end dates.

## Documentation and Requirements

### Fingerprinting and Criminal Background Check

All contract instructors and their employees, agents, subcontractors, and volunteers must submit fingerprints via Department of Justice Live Scan and obtain criminal background checks on their own. The instructor is responsible for any and all costs associated with the background clearance process. Fingerprints are required to be updated every two years, thereafter. This can be done at Welty’s Postal Connection.

#### Address:

Welty’s Postal Connection  
42-215 Washington Street, Suite A  
Palm Desert, CA 92211

### Commercial General Liability Insurance

All contract instructors shall provide proof of minimum \$1,000,000.00 CGL insurance and maintain workers compensation insurance as required by statute. Additional insurance may be required. CGL Insurance can be purchased through a private insurance company, or through a policy provided by Desert Recreation District. Premiums for this policy will be determined by the nature of the class and expected attendance.

## Documentation Checklist

- Fingerprinting and Criminal Background Check
- Insurance and Liability
- Valid Business License
- W9 Form
- Completed Program Proposal
- Copies of credentials and resumes

# Desert Recreation District

## **Valid Business License**

All contract instructors are required to hold a valid business license in each of the communities of service and must submit copies to the District as part of the contracting process.

## **W9 Form**

Contract instructors will be required to complete a W9 Form with the name of the individual or business. The Desert Recreation District does not withhold state or federal income tax but does report the contract instructor's income via form 1099.

## **Program Delivery Policies and Procedures**

### **Registration**

- All registration takes place through Desert Recreation District.
- Contract instructors are not authorized to collect money or registration forms.
- Most activities are sold as a single unit and must be paid in full prior to participation.
- There are a few exceptions where the proration of fees is accepted upon approval with The District and the Contract Instructor.
- Each contractor will ensure the determined minimum of fully paid registrations are met at the beginning of the program and will attend the first class of each session regardless of the number of participants registered.
- Instructors may collect a materials fee to cover items like books or uniforms. This fee is not part of the instructor payment.

### **Class Rosters & Sign-In Sheets**

- A list of all participants should be obtained prior to the start of each class period.
- Each participant (or parent/legal guardian of a minor) is required to sign in each class period.
- Contractors should take roll at the beginning of each class to assure proper attendance and participant sign-in is recorded.
- Instructors should be aware that if a name is not printed on a roster, that means the participant has not paid for the class.

### **Evaluations**

- A District participant survey should be completed by each participant (or parent/legal guardian of a minor) prior to the end of each session.

### **Marketing and Promotion**

- The District will list all classes on our website and in the "Activities and Program Guide" which is mailed to resident households three times per year.
- All advertising initiated and completed by the instructor must:
  - represent the class as a Desert Recreation District program
  - contain the Desert Recreation District logo
  - be approved by The District's Marketing and Public Information Officer prior to any distribution

### **Course Cancellation**

- In the event a class needs to be cancelled, the contract instructor must contact their Community Services Coordinator immediately.
- The District will contact the participants regarding all cancellations, reschedules, or refunds.

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- Frequent course cancellation or tardiness will result in contract termination.

## **Professional Appearance**

- All contract instructors will represent The District in a manner according to District Policies as stated below.

## **District Policies**

Desert Recreation District holds contract instructors responsible for the following policies and procedures:

### **Representing the District through Professional Conduct**

Though not employees of the District, contract instructors do represent the District as a program leader. To some participants, the program instructor is the only District representative they will meet. Instructors must conduct themselves in a professional manner including personal appearance, speech and in supporting policies and the District's decisions. The contract instructor must always represent the District in a positive manner.

### **Contract Instructor's Relationship with Participants**

The contract instructor shall not have contact with any participant unobservable by other staff, parents, or participants at any time. Parents should be invited to visit program sites at any time on a drop-in basis and do not need to ask permission to do so.

### **Safety of Participants and Team Members**

The primary service standard of the District is Safety. It is the contract instructor's primary responsibility to ensure the safety of the participants and team members associated with your activity. Visually inspect the location and facilities in which you work. If any aspect of the area appears unsafe, it is your responsibility to notify Desert Recreation District and to take actions that will ensure safety. In addition, contract instructors are required to comply with the District's communicable disease plan and COVID-19 restrictions. Community center staff will have up-to-date information on this.

### **Personal Business**

The contract instructor may not receive or make personal phone call, nor have their own children or other minor family members with them (or as participants) while performing services.

### **Tax Compliance**

The Desert Recreation District does not withhold state or federal income tax but does report the contract instructor's income via form 1099.

### **Employment Status**

An independent contractor is and at all times shall remain an independent contractor and is not entitled to benefits of any kind from Desert Recreation District.

### **Tobacco Use/Smoking**

Instructors should be aware that it is the policy of the District to comply with all applicable federal, state and local regulations regarding use of tobacco in the workplace and to provide a work environment that promotes productivity and the wellbeing of its instructors. The District is committed to a philosophy of good health and a safe workplace. In keeping with this philosophy, it is important that the workplace

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reflect the District's concern for good health. The District recognizes that smoking in the workplace can adversely affect instructors and guests.

The use of tobacco products, therefore, is not permitted inside the District's facilities or vehicles or on any District property (this includes parks and parking lots). Tobacco products include, but are not limited to, cigarettes, pipes, smokeless tobacco in any form (including e-cigarettes).

Instructors who wish to use tobacco products must limit their use to break periods when they are able to leave District property. Appropriate signage is placed at entrances to all buildings advising instructors and guests that the District maintains a tobacco-free environment. This policy relates to all District areas at all times.

Violation of this policy is a misdemeanor punishable pursuant to Section 19 of the Penal Code.

## **Drugs, Narcotics & Alcohol**

The District recognizes the importance of maintaining a safe, efficient, and healthful work environment for its team members and instructors and to be able to provide safe and effective services for its guests. Being under the influence of any drug and/or alcoholic beverage on the job poses serious risks to our instructors', team members' and the public's health and safety. Drug and alcohol abuse can have many adverse effects including:

- Affecting an instructor's productivity and efficiency
- Jeopardizing the safety of instructors, co-workers, and the public
- Harming the reputation of the District and its instructors

It is the policy of the District to maintain a workplace that is free from the effects of drug and alcohol abuse. The District strongly disapproves of any form of drug and alcohol abuse by its instructors, including any off-hours usage that could result in detriment to the District. The purpose of this section of the Handbook is to outline the procedures for drug and alcohol testing for the District.

The drug-free workplace policy requirements apply to everyone who works with the District.

**District Policy Statement:** The District is committed to providing a safe, healthy, and efficient work environment for all instructors. To achieve this goal, everyone employed by and or contracted by the District is prohibited from the use, sale, dispensing, distribution, possession, and manufacture of illegal drugs and narcotics or alcoholic beverages on District premises or work sites. In addition, they are prohibited from the off-premises use of alcohol and possession, use, or sale of illegal drugs when such activities adversely affect job performance, job safety, or the District's reputation in the community. An instructor who violates this policy is subject to corrective action, up to and including termination of contract.

Instructors are responsible for complying with all aspects of this policy and procedure.

Any instructor who reports to work under the influence of drugs, including alcohol, may not be permitted to work. If an instructor is discovered under the influence while on the job, he/she will be required to leave work immediately and contract termination may be a consequence.

## **Policy Against Discrimination and Harassment**

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California law provides protection from harassment or discrimination because of: Age (over 40), ancestry, color, creed, denial of family and medical care leave, disability (mental and physical) marital status, medical condition (cancer and genetic characteristics), national origin, race, religion, sex and sexual orientation, including HIV and AIDS. The regulatory requirements of the FEHA law are administered by the Department of Fair Employment and Housing (DFEH). The DFEH has jurisdiction over both private and public entities operating within the State of California including all State departments and local governments. There are fifteen (15) district offices throughout the State.

**District Policy Statement:** The District is an equal opportunity employer. We want to have the best available individual in every job. Every District instructor and all persons engaged in business with the District have an ongoing responsibility to create a work environment that is non-discriminatory and free of harassment through their personal conduct.

In keeping with this commitment, the District maintains a strict policy prohibiting all forms of discrimination and unlawful harassment of any kind, including sexual harassment and discrimination or harassment based on race, color, creed, sex, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, gender identity, or any other consideration made unlawful by federal, state or local laws.

Furthermore, the District's policy prohibits harassment of others in any form, including verbal, physical and visual harassment as well as implied or expressed forms of sexual harassment which means any verbal, written, visual or physical acts that are offensive in nature, intimidating, unwelcome or that could reasonably be taken as objectionable.

**All District contract instructors will complete sexual harassment training within six (6) months of execution of their contract.**

## **Personal Appearance & Dress Code**

It is important for all instructors to be aware that how they dress, and their personal grooming has a direct impact on how the District is perceived by our guests as well as how they will evaluate the overall program delivery. Each instructor should be proud of their association with the District and know that they are an integral part of the District's success. Since most of our instructors encounter guests in the normal course of their duties, it is essential that standards of dress, grooming and personal hygiene be established.

**District Policy Statement:** Each instructor's dress, grooming and personal hygiene should be appropriate to the work situation. Instructors are expected to wear clothing appropriate for the nature of the District's business and the type of work performed.

**Body Alteration or Modification** - Intentional body alteration or modification for the purpose of achieving a visible, physical effect that disfigures, deforms, or similarly distracts from a professional image is prohibited. Examples include but are not limited to excessive or offensive tattoos, brands, body piercing (other than the earrings as noted previously), tongue piercing or splitting, and/or earlobe expansion.

- **Body piercing:** Other than earrings, visible body piercing (nose, tongue eyebrow, etc.) is not permitted. If the instructor has an ear plug, a flesh colored ear plug must be worn while on duty.
- **Tattoos:** Excessive or offensive tattoos are not permitted. Band-Aids, makeup, or clothing (such as a white t-shirt) shall be used to cover the tattoo.

# Desert Recreation District

## **The Americans with Disabilities Act (ADA) & The Fair employment and Housing Act**

The Americans with Disabilities Act (ADA) of 1990 makes it unlawful to discriminate in employment against a qualified individual with a disability. The ADA is enforced by the U.S. Equal Employment Opportunity Commission and state and local civil rights enforcement agencies that work with the Commission. The Fair Employment and Housing Act (FEHA) is a state law similar to the ADA and it is enforced by the California Department of Fair Employment and Housing.

The District strongly disapproves of any form of discrimination against anyone, applicant, or instructor, with a disability. We will make an effort to reasonably accommodate any physical or mental disability, as defined by the ADA or FEHA.

## **Conclusion**

Again, thank you for your interest in presenting this course/program/activity to Desert Recreation District. We take pride in striving to provide service second to none. We look forward to reviewing your proposal and the possibility of developing a successful program partnership with you.

Desert Recreation District  
45-305 Oasis Street  
Indio, CA 92201  
760-347-3484  
[www.myrecreationdistrict.com](http://www.myrecreationdistrict.com)

**DESERT RECREATION DISTRICT**  
**INSTRUCTOR AGREEMENT No. \_\_\_\_\_**

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**THIS AGREEMENT** is made and entered into on \_\_\_\_\_ by and between the **DESERT RECREATION DISTRICT**, referred to as "DISTRICT," and \_\_\_\_\_ referred to as "PROVIDER."

**DISTRICT AND INSTRUCTOR MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The scope of work is set out on **Exhibit A**, attached and incorporated as if fully set forth herein. PROVIDER is responsible for supplying all tools, equipment and materials necessary to carry out the work described in **Exhibit A**. PROVIDER will provide the services described in **Exhibit A**, attached and incorporated, from \_\_\_\_\_ to \_\_\_\_\_.
  
2. **COMPENSATION.** DISTRICT agrees to pay PROVIDER for the performance of the Services rendered. Unless agreed to in writing prior to the performance of such Services by the parties, PROVIDER shall not be entitled to any additional compensation.
  - A. PROVIDER shall be paid for services under this Agreement, \_\_\_\_\_ of the amount set by the DISTRICT for the program said PROVIDER shall perform. The fee earned by the PROVIDER is dependent upon the use of the services offered (i.e. the number of participants in the program). This compensation shall be the total compensation for services, including out-of-pocket costs.
  - B. DISTRICT shall pay no other compensation to PROVIDER.
  - C. PROVIDER shall be paid for completed services after receipt of an itemized invoice approved by DISTRICT. Invoices shall reference this Agreement No. Payment shall be made to PROVIDER within thirty (30) days after approval of said invoice.
  
3. **STARTING WORK.** PROVIDER shall not begin work until Agreement has been fully executed by all required signatories. This Agreement will not be signed by DISTRICT until and unless all required documentation and requirements are satisfied.
  
4. **REGISTRATION/CANCELLATION.**
  - A. DISTRICT shall be responsible for and shall have complete control over the registration of all participants. If appropriate, guidelines under which PROVIDER may be permitted to register participants will be provided to PROVIDER prior to the first instruction session. Under no circumstances shall PROVIDER accept payment directly from participants. PROVIDER shall notify DISTRICT the following work day if a lesson is canceled. PROVIDER is required to notify participants in the event of an altered or canceled lesson.



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- B. In the event that an individual lesson(s) is canceled for one or more days due to rain or emergency conditions as determined by the DISTRICT, PROVIDER shall not receive any compensation for the canceled lessons. To the extent that the canceled lessons or session is rescheduled at the DISTRICT's option, DISTRICT shall be paid for the services rendered at the rescheduled class or session.

**5. INDEPENDENT CONTRACTOR.**

- A. AGENCY and CONTRACTOR agree and represent that this AGREEMENT is entered into with the understanding that CONTRACTOR is not an employee of AGENCY and is intended, for all purposes, to have the status of independent contractor.
  - i. In the event that the AGENCY determines that a legal, judicial, or administrative determination has a material effect upon the status of CONTRACTOR as an independent contractor, the AGENCY shall have the right, with or without notice, to automatically terminate the Agreement. In the AGENCY's sole discretion, the AGENCY may propose modification of the AGREEMENT's terms to permit CONTRACTOR's continued provision of services.

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- B. CONTRACTOR is and shall at all times remain as to the AGENCY a wholly independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees, or agents, except as set forth in this AGREEMENT. In this regard, the parties agree that the following terms apply to this AGREEMENT:

The following statements are examples of factors that support an independent contractor determination. Agencies are encouraged to include all that actually apply. However, pending further clarification of independent contractor/employee standards under Labor Code 2750.3, Agencies are encouraged to work closely with legal counsel to evaluate the potential risk of designating a given instructor or coach as an independent contractor.

- i. CONTRACTOR has set/has had a meaningful opportunity to negotiate the rates for services provided under this AGREEMENT in Exhibit B.
- ii. CONTRACTOR has been permitted to determine the hours during which services will be provided.
- iii. CONTRACTOR has been permitted discretion to choose among a day/evening and weekday/weekend schedule.
- iv. CONTRACTOR has autonomy to choose which course(s) to propose for AGENCY consideration to include in AGENCY offerings.
- v. CONTRACTOR has autonomy to choose how many courses to propose for AGENCY consideration to include in AGENCY offerings
- vi. CONTRACTOR has autonomy to determine course/program content.
- vii. CONTRACTOR prepares and supplies his/her own course/program materials
- viii. CONTRACTOR has autonomy to modify course content without prior AGENCY review or consent, subject to the scope of Exhibit A.
- ix. CONTRACTOR has authority to advertise courses independent of AGENCY advertisement and autonomy to determine the content of advertising materials, consistent with the terms of this AGREEMENT.
- x. CONTRACTOR has existing clientele who are able to join the course by enrolling with the CONTRACTOR directly
- xi. CONTRACTOR is customarily engaged in [the same type of work as in Exhibit A]/holds themselves out as available to perform [the same type of work as in Exhibit A].

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- C. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- D. No employee benefits shall be available to CONTRACTOR in connection with the performance of this AGREEMENT. Except for the fees paid to CONTRACTOR as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONTRACTOR for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONTRACTOR for injury or sickness arising out of performing services hereunder.
6. **INSURANCE.** As required by DISTRICT, PROVIDER shall procure and maintain the following insurance from a company with an A. M. Best rating of no less than A-VII or as otherwise approved in advance in writing by DISTRICT:
- 1) Commercial general liability insurance at least as broad as ISO CG 0001, in the minimum amount of \$1,000,000.00 per occurrence, and \$2,000,000 in the aggregate;
  - 2) Commercial auto liability (as applicable per **Exhibit A**), owned and non-owned vehicles, at least as broad as ISO CA 0001 in the amount of \$1,000,000 per accident; and
  - 3) Worker's compensation insurance as required by statute with a waiver of subrogation as to DISTRICT.
  - 4) Additional insurance may be required. DISTRICT shall receive certificates of insurance showing such coverage with endorsements showing DESERT RECREATION DISTRICT named as additional

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insured for the general policies and automobile liability, if required (per **Exhibit A**). All insurance shall be primary as to DISTRICT and will not be cancelled or reduced during the term of this Agreement. In the event that PROVIDER does not have such insurance or fails to obtain or continue such insurance, PROVIDER shall purchase such insurance from DISTRICT'S insurance JPIA.

7. **INDEMNITY.** To the full extent permitted by law, PROVIDER shall indemnify, defend, and hold harmless DISTRICT, its officers, authorized volunteers, agents and employees, from and against any and all liability, claims, actions, suits, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, demands or costs of any kind, whether actual, alleged or threatened (including court costs, expert witness fees and attorney's fees for counsel acceptable to DISTRICT), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by PROVIDER or by any individual or entity for which PROVIDER is legally liable, including but not limited to officers, agents, employees or subcontractors of PROVIDER, except that arising from DISTRICT'S sole negligence or willful misconduct.

8. **TERMINATION/ASSIGNMENT.** Either party may terminate this Agreement with or without cause upon ten (10) days prior written notice to the other. PROVIDER may not assign this Agreement without the prior written consent of DISTRICT.

9. **DOCUMENTS.** DISTRICT shall be provided with copies of any documents created by PROVIDER under the Agreement.

10. **FINGERPRINTING COMPLIANCE WITH LAWS AND REGULATIONS.** Where requested by DISTRICT based upon the provisions of state law, INSTRUCTOR at his/her expense shall provide DISTRICT with Live Scan fingerprinting results as set out in **Exhibit B**, attached and incorporated. INSTRUCTOR hereby consents to DISTRICT'S submission of such results for review and any confidentiality in the results of such review. INSTRUCTOR must provide results at time of execution of this AGREEMENT. Results can be no more than thirty (30) days prior to date of execution of this AGREEMENT.

11. **ACKNOWLEDGMENT OF RECEIPT OF POLICY AGAINST HARASSMENT, DISCRIMINATION AND RETALIATION:** INSTRUCTOR specifically acknowledges receipt of DISTRICT'S Policy Against Discrimination, Harassment and Retaliation and has executed Exhibit "C" to confirm such receipt and understanding. Within six (6) months of execution of this AGREEMENT, INSTRUCTOR agrees to participate in harassment training. Such training shall be provided by DISTRICT at no cost to INSTRUCTOR. Should INSTRUCTOR fail to comply with this requirement, DISTRICT has the right to immediately terminate this AGREEMENT.

12. **Counterparts.** This AGREEMENT may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one AGREEMENT.

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13. **NOTICE.** Notice shall be deemed given when personally delivered, faxed with a fax return or U.S. mail postage prepaid, return receipt requested, addressed as follows:

**PROVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISTRICT:**

Kevin Kalman, General Manager  
Desert Recreation District  
45-305 Oasis Street  
Indio, CA 92201  
760-347-4664

14. **COMPLIANCE WITH LAWS AND REGULATIONS.** PROVIDER shall comply with all applicable federal, state and local laws and regulations, including obtaining a business license.

15. **NON-DISCRIMINATION.** PROVIDER specifically acknowledges receipt of DISTRICT'S Policy Against Discrimination, Harassment and Retaliation and has executed **Exhibit C** to confirm such receipt and understanding. Within six (6) months of execution of this AGREEMENT, PROVIDER agrees to participate in harassment training. Such training shall be provided by DISTRICT at no cost to PROVIDER. Should PROVIDER fail to comply with this requirement, DISTRICT has the right to immediately terminate this AGREEMENT.

16. **MISCELLANEOUS.** This Agreement is the only agreement between the parties and may be amended only in writing. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed the day and year first above-written.

**DESERT RECREATION DISTRICT**  
**INSTRUCTOR AGREEMENT No. \_\_\_\_\_**

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**DESERT RECREATION DISTRICT**  
**("DISTRICT")**

\_\_\_\_\_  
**("PROVIDER")**

APPROVED:

APPROVED:

By: \_\_\_\_\_  
**KEVIN KALMAN, General Manager**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Phone) (Fax)



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**EXHIBIT B – INSTRUCTOR FINGERPRINTINGS AND  
CRIMINAL BACKGROUND CHECK**

All INSTRUCTORS and their employees, agents, subcontractors and volunteers must submit fingerprints via Department of Justice Live Scan and obtain criminal background checks on their own. Live Scan fingerprinting services are available at most local police departments, sheriff's offices, and any public Live Scan site. The INSTRUCTOR is responsible for any and all costs associated with the background clearance process. INSTRUCTOR must submit the second copy (copy for DISTRICT) of the Request for Live Scan Service Application Submission form along with the results within thirty (30) days after the date of the Live Scan and at the time of execution of the INSTRUCTOR Agreement. Results of background check and Live Scan are confidential.

Pursuant to California Public Resources Code Section 5164, the DISTRICT will not hire or permit a person to perform services at any DISTRICT-operated park, playground or recreational center, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offenses in Section 11105.3 of the Penal Code. Any convictions of any crime involving an assault with intent to commit a felony, any crime against a person involving sexual assault, any crime against public decency and good morals, disorderly conduct, annoying or molesting a child under age 18, kidnapping, robbery or carjacking will make the contract ineligible. Failure to disclose all convictions may be considered falsification of the application which was signed under penalty of perjury and is grounds of revocation of this contract.

**Fingerprints are required to be updated every two years.** This requirement is mandatory of all INSTRUCTORS. In addition, all classes involving minors under age 18 must be taught in an open atmosphere where parents and guardians are able to observe class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a class. By signing this Agreement, INSTRUCTOR agrees to the provisions of this Paragraph.



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**EXHIBIT C – ACKNOWLEDGMENT OF RECEIPT OF  
POLICY AGAINST HARASSMENT, DISCRIMINATION,  
AND RETALIATION**

This will acknowledge that I have received my copy of the DISTRICT’s Policy Against Harassment, Discrimination, and Retaliation (“Policy”). This Policy expressly prohibits discrimination and/or harassment of applicants, employees, volunteers, interns, contractors (specifically include contract instructors), vendors, or visitors based upon race, religion, creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy, childbirth or related medical conditions, veteran status, sexual orientation, gender identity or expression, genetic information, marital status, military or veteran status, sex, age over 40 years or any other basis protected by applicable federal, state, or local law, including association with individuals with these protected characteristics or perception that an individual has one or more of these protected characteristics.

I have read the Policy, understand my rights and obligations under the Policy, and agree to be bound by it. I will provide this Policy to any or all of my employees working with me under my contract with the DISTRICT. I understand that violation of the Policy is grounds for termination of my agreement with the DISTRICT.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the DISTRICT retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining anyone’s consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME \_\_\_\_\_

SIGNED \_\_\_\_\_

DATE \_\_\_\_\_

[To be retained in the contract file]



## Contract Instructor Proposal

***Instructor Info:***

<b>Name:</b>	<b>SSN:</b>	
<b>DBA:</b>	<b>Tax ID:</b>	
<b>Address:</b>	<b>City:</b>	<b>ZIP:</b>
<b>Credentials:</b>		
<b>Phone (H):</b>	<b>Email:</b>	
<b>Phone (C):</b>	<b>Website:</b>	

***Program:***

<b>Program Title:</b>	
<b>Location:</b>	<b># of Classes:</b>
<b>Start Date:</b>	<b>End Date:</b>
<b>Program Description:</b>	

***Program Details:***

<b>Days:</b>	<b>Mon</b>	<b>Tues</b>	<b>Wed</b>	<b>Thurs</b>	<b>Fri</b>	<b>Sat</b>	<b>Sun</b>
<b>Start Time:</b>							
<b>End Time:</b>							
<b>Minimum Age:</b>	<b>Maximum Age:</b>						
<b>Minimum Class Size:</b>	<b>Maximum Class Size:</b>						
<b>Fee per Person:</b>	<b>Additional Fees:</b>						
<b>Other Requirements:</b>							

***Signatures:***

<b>Instructor:</b>	<b>Date:</b>
<b>DRD Acceptance:</b>	<b>Date:</b>

*\*\*\* Proposals must be typed for clarity. \*\*\**