



DESERT

RECREATION DISTRICT



Contract Instructor's Handbook

Fun In The Sun

45-305 Oasis Street, Indio, CA 92201
760-347-3484, Fax 760-347-4660

Contract Instructor's Handbook

About the Desert Recreation District...

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

The 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, six 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 life enriching experiences and service second to none.

Becoming an Independent Contractor for us...

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 the instructions and use the forms provided in order for your program to be considered. The Desert Recreation District will select only the programs it considers will enhance the District's portfolio. The Desert Recreation District reserves the right to deny any program which it deems an inappropriate match to the District's goals and vision.

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The Approval Process...



The process begins with the independent Contract instructor “proposing” a course, program or activity. There is a form within this Handbook (pg 12) that you are required to utilize. The proposal is then submitted to the Desert Recreation District at the Administration office located at 45-305 Oasis Street, Indio.



A District Director of Recreation Services 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.



The Director of Recreation Services may work with you to determine the specific design of the course/program/activity in regards to suitability, availability, fee structure, time frames, participation requirements, age ranges, descriptions, etc.












If the District and the Independent contract instructor establish the following:

- the proposal meets the necessary requirements of the District
- the District determines that the proposed instructor is a cultural fit to represent the District...

Then: a written contract will be produced by the Desert Recreation District for your signature. This contract will state specifically the course/program/activity which you are agreeing to provide.






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Required of the Contract Instructor...

-  All contract instructors and their staff shall be fingerprinted and shall consent to a criminal background check.
-  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.
-  The Desert Recreation District does not withhold state or federal income tax, but does report the contract instructor's income via form 1099
-  The contract expiration date will coincide with the end of The Desert Recreation District's fiscal year on June 30th.
-  All contract instructors will be required to submit to controlled substance testing. Costs associated with these tests will be the responsibility of the instructor.
-  All contract instructors will be required to hold and submit to the District valid business licenses in the communities of service.
-  All contract instructors will be required to attend The District's two hour training entitled "Discover the District 101". 101 is schedule once per quarter on Tuesday evenings.
-  Each contractor will ensure a minimum of five fully paid registrations at the beginning of the program and will attend the first class of each session regardless of the number of participants registered
-  All contract instructors will represent The District in a manner according to District policies and procedures.

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Course/Program/Activity Delivery Policy...

-  *Registration* – All registration takes place through the Desert Recreation District. Instructors are not authorized to collect money or registration forms. Participants that have not paid may not participate. 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.
-  *Class Rosters & Sign-In Sheets* – A list of all participants should be obtained prior to the start of each class period. Each participant is required to sign in each class period.
-  *Evaluations* – Participant surveys should be obtained from the Desert Recreation District, given to each participant at the final day of the class or month and returned to The District.
-  *Promotion* – The District will list all classes on our website and in “The Catalog” which is mailed to a minimum of 125,000 households in the Valley twice 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 and must be approved by a Director of Recreation Services prior to any distribution.
-  *Course Cancellation* – In the event that a class needs to be cancelled, the contract Instructor must contact a Director of Recreation Services immediately. The District team members will contact the participants regarding all cancellations, reschedules, or refunds.

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Desert Recreation District Policies & Procedures...

The 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 decisions.
-  *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 the Desert Recreation District and to take actions that will ensure safety.

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- ☀️ *Discrimination and Harassment* – The Desert Recreation District has a strong policy against 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. Contract instructors are responsible for their own actions/conduct, and must never engage in discrimination and/or harassment.
- ☀️ *Personal Business* – The contract instructor may not receive or make personal phone call, nor have their own children or other family members with them (or as participants) while performing services.



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The fine print stuff...but still VERY important!

District Policies

An Independent Contractor is and at all times shall remain an independent contractor and is not entitled to benefits of any kind from The 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 well being of its instructors. The District is committed to a philosophy of good health and a safe work place. In keeping with this philosophy, it is important that the workplace 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. Tobacco products include, but are not limited to, cigarettes, pipes and smokeless tobacco.

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 a 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 work place 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

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) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), national origin, race, religion, sex and sexual orientation. 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.

Personal Appearance, Dress Code & Uniforms

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.

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 come in contact with guests in the normal course of their duties, it is essential that standards of dress, grooming and personal hygiene be established.

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 visible 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*: Exposed tattoos are not permitted. Band-Aids, makeup or clothing (such as a white t-shirt) shall be used to cover the tattoo.

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.

Contract Instructor's Proposal Form

(Exhibit B includes pages 11-14)

Contractor Name, Address, Phone & E-mail Address

Name of Program...

Program Description in 30 words or less...

Need for Program...

Please list all other providers of a similar program in this community:

Name: _____ Phone: _____

Summary of Service _____

Name: _____ Phone: _____

Summary of Service _____

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Why should the Desert Recreation District be the organization to offer this program?



Is there another organization better suited to offer this program?

Proposed Format...

This information represents the Instructor's "ideal" and is intended as a starting place for discussions between the Instructor and the Desert Recreation District.

Course length (1 day, 2 wks, 1 month, etc) _____

Days/Week _____ Days: SU M T W TH F S

Times: _____

Location: _____

Min. Enroll _____ Max. Enroll _____ Age Range _____

Fee \$ _____ (The Desert Recreation District's maximum instructor payment is 70% of this fee and may be less.)

Cost of Student Supplies (if any) \$ _____

Other Specifications?

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Program Outcomes...

“As a result of their experience in this program, participants will be able to:”

List up to three outcomes, by priority, using measurable action phrases such as: define, demonstrate, name, analyze...

1. _____

2. _____

3. _____

Outcome Measurement...

How will the above outcomes be measured?

1. _____

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2. _____

3. _____

Initial Participant Petition...

Please list at least ten people who have agreed to participate in this program should it be offered by the Desert Recreation District (will not be considered if illegible by reviewing District team member):

	<u>Name</u>	<u>Address</u>	<u>(best) Phone</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____

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Contract Instructor Qualifications...

- ☀️ Please attach résumé of experience in providing this program along with references who can speak to your abilities/qualifications.
- ☀️ Please provide a copy of all pertinent certifications held.
- ☀️ Please include other qualifications that may lead us to contract with you for this program.

Again, thank you for your interest in presenting this course/program/activity to the Desert Recreation District. We take pride in striving to provide service second to none. If you have any suggestions that can improve this process please contact one of The District's Directors of Recreation Services.

Barb Adair – Director of Recreation Services
Craig DeWitt – Director of Recreation Services
45-305 Oasis Street
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