

SHELL CPR, LLC

AHA INSTRUCTOR ALIGNMENT AGREEMENT

American Heart Association Training Center | TCID KY21007

Effective Date: _____ Agreement Version: July 2026

Instructor Legal Name	
AHA Instructor ID	
Primary Email	
Phone	
Mailing Address	
Authorized Discipline(s)	☐ Heartsaver ☐ BLS ☐ ACLS ☐ PALS ☐ PEARS ☐ ASLS
Alignment Type	☐ Primary Alignment ☐ Secondary Alignment ☐ Pending Instructor Candidate

IMPORTANT: This is a private agreement between Shell CPR, LLC and the Instructor. The American Heart Association (AHA) is not a party to this Agreement. AHA instructor status and alignment remain subject to AHA approval, the current Program Administration Manual (PAM), applicable Instructor Manuals, AHA policies, and Training Center requirements.

1. PURPOSE AND SCOPE

This Instructor Alignment Agreement (the “Agreement”) is entered into by Shell CPR, LLC (“Training Center” or “TC”), an American Heart Association Training Center identified as TCID KY21007, and the undersigned instructor (“Instructor”).

The purpose of this Agreement is to establish the conditions under which the Instructor may align with and teach AHA-authorized courses through the Training Center. Alignment does not guarantee course assignments, employment, compensation, eCard issuance, or continued authorization to teach.

2. TERM, ALIGNMENT, AND STATUS

This Agreement begins on the Effective Date and continues until terminated by either party, until the Instructor’s AHA status expires, or until alignment is removed in Atlas, whichever occurs first.

The Instructor shall maintain current AHA provider and instructor credentials for every discipline taught, maintain an active Atlas account, complete all required science updates and product/course orientations, and promptly accept or renew alignment requests.

The Training Center may approve, deny, suspend, condition, or remove alignment at its discretion when reasonably necessary for compliance, quality assurance, safety, documentation, business operations, or protection of students and clients.

3. TRAINING CENTER RESPONSIBILITIES

- Maintain its AHA Training Center authorization and administer its program in accordance with applicable AHA requirements.

- Provide instructors with Training Center policies, operational instructions, compliance notices, and access to designated course-management systems, when applicable.
- Review course documentation and issue or authorize AHA eCards only after required documentation, payment, and compliance checks are complete.
- Conduct instructor monitoring, quality assurance reviews, remediation, and audits as required by AHA or Training Center policy.
- Protect instructor and student records in accordance with applicable privacy and record-retention requirements.

4. INSTRUCTOR RESPONSIBILITIES

- Teach only courses and disciplines for which the Instructor is currently authorized, aligned, and qualified.
- Follow the current AHA Guidelines, PAM, discipline-specific Instructor Manual, lesson plans, testing rules, remediation procedures, and all Training Center policies.
- Use only current, authentic AHA course materials and required videos. Each Instructor must maintain access to the applicable current Instructor Manual.
- Conduct courses for the full required duration and maintain required student-to-instructor and student-to-equipment ratios.
- Use functioning, clean, and properly maintained equipment, including feedback devices whenever required.
- Never pre-issue cards, falsify rosters, alter completion dates, teach courses that did not occur, permit unqualified persons to teach, or issue credentials without successful completion of all course requirements.
- Maintain professional conduct, student confidentiality, a safe learning environment, and compliance with applicable nondiscrimination, accessibility, and privacy laws.
- Notify the Training Center promptly of complaints, adverse events, suspected fraud, litigation, regulatory inquiries, or any issue that could affect AHA course integrity.

5. COURSE REGISTRATION, DOCUMENTATION, AND RECORDS

- All courses conducted under this Training Center must be entered into the Training Center's designated system, including Enrollware or any replacement platform, unless written approval is provided for another process.
- Complete course documentation must be submitted no later than twenty-four (24) hours after course completion unless the Training Center gives written approval for additional time.
- Required records may include rosters, attendance records, student emails, course dates and times, exams, answer sheets, skills testing checklists, remediation records, evaluations, online completion certificates, payment records, and other documents requested by the Training Center.
- The Instructor shall retain required course records for at least three (3) years, or longer when required by AHA policy, law, contract, or written Training Center policy.
- Upon request, the Instructor must provide complete records to the Training Center within forty-eight (48) hours. Upon termination, all outstanding records must be provided immediately and no later than five (5) business days.

6. eCARDS, FEES, AND FINANCIAL RESPONSIBILITY

- eCards are issued only after the Training Center verifies successful course completion, complete documentation, instructor eligibility, and payment of applicable fees.
- The Training Center may delay, deny, correct, or request deactivation of eCards when records are incomplete, inaccurate, fraudulent, untimely, or noncompliant.
- The Instructor is responsible for all eCard, administrative, monitoring, replacement, chargeback, shipping, platform, and other fees communicated by the Training Center.
- Unless a separate written compensation agreement is signed, this Agreement does not create any right to wages, reimbursement, or payment from the Training Center.

7. MONITORING, QUALITY ASSURANCE, AND REMEDIATION

- The Instructor agrees to announced or unannounced course monitoring, student surveys, documentation audits, equipment inspections, and review of course advertisements and communications.
- The Instructor shall cooperate with remediation, retraining, additional monitoring, or corrective action required by the Training Center or AHA.
- Failure to cooperate may result in immediate suspension of teaching privileges, withholding of eCards, or removal of alignment.

8. CLIENT, STUDENT, AND BUSINESS PROTECTION

- The Instructor shall not represent that the Instructor owns, controls, or speaks on behalf of Shell CPR, LLC except as expressly authorized in writing.
- During alignment and for two (2) years after the last date the Instructor teaches or performs services through the Training Center, the Instructor shall not directly or indirectly solicit, contract with, divert, or accept substantially similar training work from a client first introduced to the Instructor through Shell CPR, LLC or its affiliated operations, except with prior written consent.
- All client scheduling, pricing, proposals, billing, and contract negotiations for Training Center clients must be handled through Shell CPR, LLC or its authorized affiliate. The Instructor may communicate directly with a client only for approved course coordination and may not independently negotiate future work.
- This section is intended to protect legitimate business relationships and shall be enforced only to the maximum extent permitted by applicable law.

9. CONFIDENTIALITY AND DATA SECURITY

- Confidential information includes student records, client contacts, pricing, agreements, internal policies, credentials, system access, business methods, rosters, exams, answer keys, and nonpublic AHA or Training Center materials.

- The Instructor shall use confidential information only for authorized Training Center activities, protect passwords and records, and immediately report suspected loss, unauthorized access, or disclosure.
- Confidential information and protected AHA materials may not be copied, published, sold, posted online, or shared with unauthorized persons.

10. INDEPENDENT STATUS AND INSURANCE

Alignment alone does not create an employment, partnership, franchise, agency, or joint-venture relationship. When the Instructor is separately engaged as an independent contractor, the terms of the applicable contractor agreement also apply.

The Instructor is responsible for personal taxes, licenses, permits, transportation, equipment, and insurance unless a separate written agreement states otherwise. General and professional liability insurance are strongly recommended.

11. SUSPENSION AND TERMINATION

- Either party may terminate this Agreement by written notice. The Training Center may suspend or terminate immediately for suspected fraud, safety concerns, expired credentials, noncompliant teaching, missing records, misuse of eCards, misconduct, failure to follow policies, reputational harm, or failure to cooperate with an investigation.
- After suspension or termination, the Instructor must stop representing alignment, stop teaching under the Training Center, return or destroy confidential materials as directed, and submit all outstanding records and property.
- Termination does not eliminate obligations concerning records, payment, confidentiality, client protection, investigations, indemnification, or other provisions intended to survive.

12. RESPONSIBILITY, INDEMNIFICATION, AND LIMITATION

The Instructor is responsible for the Instructor's own acts, omissions, course delivery, representations, equipment, records, and compliance. To the extent permitted by law, the Instructor agrees to defend, indemnify, and hold harmless Shell CPR, LLC and its owners, officers, employees, and agents from claims, losses, penalties, chargebacks, costs, or expenses arising from the Instructor's breach, negligence, misconduct, or unauthorized acts.

Nothing in this Agreement waives rights or protections that cannot lawfully be waived.

13. DISPUTES, GOVERNING LAW, AND GENERAL TERMS

The parties will first attempt in good faith to resolve disputes through written notice and informal conference. Unless prohibited by law, this Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles, and venue shall lie in the county where Shell CPR, LLC maintains its principal business office.

If any provision is found unenforceable, it shall be narrowed or severed while the remaining provisions remain effective. No waiver is effective unless in writing. This Agreement, together with incorporated Training Center policies and any separate written contractor or compensation agreement, constitutes the entire agreement concerning instructor alignment.

Electronic signatures and counterparts are valid and enforceable. The Instructor acknowledges that Training Center policies may be updated upon written or electronic notice; continued alignment or teaching after notice constitutes acceptance, except where a new signature is required by law.

14. INSTRUCTOR ACKNOWLEDGMENTS

- ☐ I have received or know how to access the current AHA PAM, Instructor Network/Atlas resources, applicable Instructor Manual, and Training Center policies.
- ☐ I understand that I may teach only while my provider card, instructor card, required updates, and Training Center alignment are active.
- ☐ I understand that eCards may be withheld or deactivated when course completion or documentation cannot be verified.
- ☐ I authorize the Training Center to verify my credentials, monitor my courses, contact students or clients for quality assurance, and share necessary information with AHA or appropriate authorities for compliance purposes.
- ☐ I have read this Agreement, had the opportunity to ask questions and seek independent legal advice, and voluntarily agree to its terms.

SIGNATURE PAGE

By signing below, the parties agree to the terms of this Instructor Alignment Agreement.

INSTRUCTOR - Printed Name	
Instructor Signature	
Date	
AHA Instructor ID	
Authorized Discipline(s)	

SHELL CPR, LLC	American Heart Association Training Center - TCID KY21007
Authorized Representative	Nathaniel Shell, Training Center Coordinator
Signature	
Date	
Email	nathan@shellcpr.com
Phone	352-901-0007
Mailing Address	P.O. Box 57, Lady Lake, FL 32158

Document note: This agreement is intended for business and compliance use and is not a substitute for advice from licensed legal counsel. Shell CPR, LLC should have the final version reviewed for enforceability in each state where instructors operate, particularly the restrictive covenant, indemnification, venue, and independent-contractor provisions.