

Standard Inter-Corporation Instructional Services Agreement

This Agreement is made and entered into this 17th day of August, 2021 by and between Chabot-Las Positas Community College District, Las Positas College ("District"), and Project Heartbeat LLC, a private training corporation, ("Corporation") (together, "the parties").

RECITALS

Whereas, under Education Code Section 78021, the Chabot-Las Positas Community College, Las Positas College desires to contract with Corporation as an independent contractor to the District; and

Whereas, The District is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title V"), to conduct Contract Instruction, Assessment, and Counseling Services to serve community needs; and

Whereas, the Corporation desires to contract with the District to provide educational services to its in-service personnel as set forth herein; and

Whereas, Corporation has the personnel, expertise, and equipment to provide the special services required herein, and

Whereas, the community's interest, convenience and general welfare will be served by this contract:

AGREEMENT

Now, therefore, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, the District and Corporation mutually agree as follows:

Provisions of the Agreement

A. Corporation's Responsibilities:

1. **Independent Contractor.** Corporation, in the performance of this Agreement, shall be and shall act as an independent contractor. Corporation understands and agrees that none of its employees shall be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District or to which District's employees are normally entitled, including, but not limited to, State unemployment compensation or Worker's compensation.

2. **Instruction.** Corporation shall provide instructors, facilitators, equipment, materials, day-to-day management support, and any other related overhead necessary to conduct the District's "Instructional Service Agreement," (ISA) courses.
3. **Cooperation.** Corporation shall cooperate with District to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title V mandated standards governing instructional programs, including minimum qualifications for instructors.
4. **Duty.** Corporation assumes the full responsibility for the acts and/or omissions of its employees, instructors, or agents as they relate to the services to be provided under this Agreement. Nothing in this Agreement shall give the Corporation authority with respect to any District decision beyond the rendition of information, advice, recommendation, or counsel except as otherwise provided herein. Corporation is not authorized to make any representation, contract or commitment on behalf of District. The foregoing notwithstanding, pursuant to Title V of the California Code of Regulations, Section 58058, subdivision (b), the District is contracting with Corporation for instruction, which must be approved by the District in accordance with the Las Positas College Fire Service Technology Program curriculum. Therefore, this contract hereby specifies that the District has the primary right to control and direct the activities of the persons (On-site Supervisor and Instructors) furnished by Corporation during the term of this contract. In addition, the District shall enter into a written contract with the designated Corporation's "On-Site Supervisor" and the Corporation instructors in accordance with Title V of the California Code of Regulations, Section 58058, subdivision (b), but as provided therein the instructor shall continue to be an employee of Corporation, and as such, Corporation shall retain all liabilities and employment responsibilities associated with such instructors. (See Appendix "B" for specifics and requirements of the on-site supervisor and Appendix "C" for instructor contract details)
5. **Services.** Corporation's responsibility shall be to furnish to the District the services and materials as set forth in the Appendix "A", hereby incorporated in this Agreement by this reference.
6. **Compensation.** Corporation shall use the apportionment (Fee detailed in C.1., below) received as compensation for services under this Agreement for educational and training related purposes as they relate to fire and public safety training programs.
7. **Student Attendance Records.** Records of the student attendance and the achievement will be maintained by Corporation. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.
8. **Student Enrollment.** Corporation is responsible for all enrollment fees for courses taught. Corporation is responsible for tuition and applicable fees. Both District and Corporation agree to waive the District's student health fee.

9. **Non-Discrimination.** Corporation agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical conditions, veteran status, marital status, or age, or sex of such person.
10. **Drug Free Workplace.** Corporation's and District's employees acting pursuant to this Agreement shall comply with the Corporation's policy of maintaining a drug-free workplace. District employees acting pursuant to this Agreement shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code 812, including marijuana, heroin, cocaine, and amphetamines, at any Corporation facility or work site. If, during the term of this Agreement, any District employee who acts or is acting pursuant to this Agreement, is convicted or pleads nolo-contender to a criminal drug statute violation, the District shall notify the Corporation or Corporation's designated representative, within five days of its notice of said occurrence.
11. **Applicable Law.** Corporation agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Corporation, Corporation's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.
12. **Assignment of Contract.** Nothing contained in this agreement shall be construed to permit any party hereto to assign or transfer any rights under this Agreement and any such assignment or transfer is expressly prohibited and void unless otherwise approved in writing by the parties to this Agreement.

B. District's Responsibilities

1. **Education Program.** District is responsible for the educational program that will be conducted on site.
2. **Supervise and control instruction.** The instruction to be claimed for the apportionment under this contract shall be under the immediate supervision and control of a District Employee (Title V, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California Community College. (See Appendix "D" for minimum requirements.)
3. **Instructor who is not a district employee** – District's responsibilities where Corporation's instructors are not a paid employee of the District, the District shall have written agreements with each such instructor who is conducting instruction for which Full Time Equivalency Students (FTES) are reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of the Corporation and its Instructors when the Corporation is teaching District courses. (See Appendix "C")
4. **Qualifications of Instructors.** District shall list the minimum qualifications for instructors teaching these courses. Such Qualifications shall be consistent with

- requirements specified by the State Chancellors Office. (This only applies to any lead instructor) (See attached minimum instructor qualification under Appendix "D".)
5. **District's Control and Direction of Instructors.** District shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title V course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide its hourly instructors on campus.
 6. **Course of Instruction.** These are specified in Appendix A to this Agreement. It is the District's responsibility to ensure that the course outlines of record are approved by the District's Curriculum Committee pursuant to Title V course standards and that the courses have been approved by the District's Board of Trustees.
 7. **Different Sections of Courses.** District shall have procedures to ensure that instructors teaching different sections of the same course teach in a manner consistent with the approved course outline of record. Such procedures apply to the instructors and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
 8. **Enrollment.** District will advise Corporation of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
 9. **Obtaining Approval of Degree and Certificate Programs is District's responsibility.** It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
 10. **Classes Held Outside of District.** If the classes are to be located outside the boundaries of the district, the District must comply with the requirements of Title V, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.
 11. **Funding Source.** District shall certify that it does not receive full compensation for the direct education cost of the course from any public or private Corporation, individual, or group.
 12. **Certification.** District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title V, section 58051.5)

C. FEE.

1. **Corporation Fee and Expenses.** The fee to be paid by District for the services and materials to be supplied hereunder is: Four dollars (\$4.00) per student contact hour, not to exceed 40,000 student contact hours or \$140,000.00 per fiscal year. Annual limits shall not be exceeded without the expressed permission from the District Division Dean and the Public Safety Programs Manager.
2. **Invoices.** The Corporation shall invoice the District on a quarterly basis, supplying mutually acceptable documentation of student contact hours for each course.

Cl. Terms and Conditions

1. **Facilities.** Corporation and District agree that the course shall be held at the facilities clearly identified as being open to the general public. (Title V, Section 58051.5)
2. **Open Enrollment.** District and Corporation agree that enrollment in the course must be open to any person who has been admitted to the college and has met the applicable prerequisites. (Title V, Section 51006 and 59106) The District's policy on open enrollment is published in the college catalog and schedule of classes (Title V, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title V, section 55005)
3. **Support Services for Students.** Both Corporation and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and guidance, and Placement Assistance.)
4. **Indemnification.** All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expenses arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of any activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss causes solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
5. **Term.** This Agreement shall be in effect as of the date signed, and shall continue in effect for five years, unless sooner terminated by either party in accordance with this section in the manner set forth herein. This Agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the agreement. Either party may cancel or terminate this Agreement without cause upon 30 days written notice given by either party.
6. **Termination for Cause.** The District and Corporation may terminate this Agreement and be relieved of any consideration if either District or Corporation fail to perform the covenants herein at the time and in the manner provided. In the event of such

termination, the either party may proceed with the work in any manner deemed proper by each party. The cost to the District shall be deducted from any sum due the Corporation under this Agreement. Any amounts due shall be paid by the breaching to the other party.

7. **Assignment.** This Agreement shall not be assigned by Corporation either in whole or in part. Any such purported assignments voids this Agreement.
8. **Notices.** All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail. Postage prepaid, addressed as follows;

If to District:

Las Positas College

Attn: Dean of Academic Services, Public Safety Programs, Erick O. Bell

3000 Campus Hill Drive

Livermore, Ca 94551

If submitting invoice, insert: Attn: "Accounts Payable."

If to Corporation:

Project Heartbeat LLC

Attn: Eric Kim

333 Hegenberger Road, Suite 855

Oakland, CA 94621

9. **Time is of the Essence.** Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
11. **Insurance.** Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with the limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; California Workers Compensation

Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonable required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

12. **Equal Employment Opportunity Clause.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation because of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
13. **Family Educational Rights and Privacy Act.** The parties understand and agree that education records of students and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30. The parties agree to hold all student education records generated pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the eligible student's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b).)
14. **Limitation on Use.** The parties understand and agree that each party shall use each student education record that he or she may receive pursuant to this Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to federal and state law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, a)
15. **Recordkeeping Requirements.** The parties understand and agree that they shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 as applicable.
16. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, Corporation and District hereby acknowledge that they had been provided with the notice required under 34 C.F.R. § 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the eligible student's written consent.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

<p>Project Heartbeat LLC</p> <p>Allan Bulda _____ Director/President</p> <p>Date: <u>June 11, 2021</u></p> 	<p>Chabot-Las Positas Community College District</p> <p>_____ Vice Chancellor, Business Services</p> <p>Date: _____</p>
<p>_____ APPROVED AS TO LEGAL FORM:</p> <p>_____ Project Heartbeat LLC Attorney</p> <p>Date: <u>June 11, 2021</u></p> <p>ATTEST:</p> <p>_____</p>	<p>REVIEWED AND RECOMMENDED FOR APPROVAL</p> <p>_____ President, Las Positas College</p> <p>Date: _____</p> <p>APPROVED AS TO LEGAL FORM:</p> <p>_____ (Add here), District Counsel</p>

APPENDIX A

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

7600 DUBLIN BOULEVARD
DUBLIN, CA 94568

STANDARD INTER-CORPORATION SERVICE AGREEMENT

Services to be provided by Project Heartbeat LLC

1. **Teaching approved Curriculum:** All student contact hours submitted by the Corporation to the District shall be a part of a course of instruction that has been approved by Chabot-Las Positas Community College District, Las Positas College's ("the District") Curriculum Committee, or has been accepted as a topics course and approved by the District's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by the Corporation to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as non-paid part-time Paramedic and Emergency Medical Services instructors. This expertise is furnished at the expense of the Corporation. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as full-time equivalent students (FTES) funded courses through the Emergency Medical Services program at Las Positas College.
4. **Enrollment of Students:** The District will supply current student enrollment forms to the Corporation who will return properly completed enrollment forms to the District prior to the beginning of instruction.
5. **Instructional Activities:** The District and the Corporation will meet at mutually agreed intervals to plan, schedule, and budget for instructional activities, when necessary; then joint consent of the District and the Corporation shall precede any instructional activity.
6. **List of Course.** The District will make available to Corporation all courses listed in the course catalog that is applicable to this Agreement consistent with District Standards for curriculum adoption. From semester to semester, the list of courses the Corporation may instruct will be reviewed and updated. The following courses are approved for instruction:
 - A. EMS 10 – Paramedic Theory 1
 - B. EMS 11 – Paramedic Theory 2

- C. EMS 12 – Paramedic Laboratory 1
- D. EMS 13 – Paramedic Laboratory 2
- E. EMS 16 – Paramedic Clinical Occupational Work Experience
- F. EMS 17 – Paramedic Capstone Occupational Work Experience
- G. EMS 20 – Emergency Medical Technician
- H. EMS 30 – Emergency Medical Responders
- I. EMS 70 – CPR for Health Care Responders

APPENDIX B

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

7600 DUBLIN BOULEVARD
DUBLIN, CA 94568

ON-SITE SUPERVISOR AGREEMENT

This Agreement is entered into this 17th day of August 2021, by the Chabot-Las Positas Community College District (hereinafter the “District”) for Las Positas College (hereinafter the “College”) and Allan Bulda (hereinafter the “On-Site Supervisor”), an employee of Project Heartbeat (hereinafter the “Contractor”) who is being assigned to the District on a part-time basis pursuant to Title 5, California Code of Regulations, section 58058(b) and shall be an employee of the District on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the District and Contractor entered into an agreement to provide classes to [*Contractor's*] employees subject to the terms and conditions set forth in the Agreement between the District and [*Contractor*]; and,

WHEREAS, Title 5, California Code of Regulations, section 58056 requires on-site instructional supervision to collect State apportionment for classes offered by the District in cooperation with [*Contractor*]; and,

WHEREAS, [*Contractor*] has duly qualified employees who can competently provide supervisory services with regard to instruction for classes offered by the District in cooperation with the [*Contractor*]; and,

WHEREAS, the On-Site Supervisor agrees to be assigned to the District as an at-will and uncompensated temporary academic employee of the District to competently provide instructional services with regard to instruction for classes offered by the District in cooperation with [*Contractor*]; and

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058(b);

NOW THEREFORE, the Parties to this Agreement hereby agree as follows:

1. The On-Site Supervisor is an employee of [*Contractor*] who meets the “Minimum Qualifications” as provided under Title 5, California Code of Regulations, Section 53410 for the supervisory services required by the District.

2. The On-Site Supervisor is professionally and specially trained and competent to provide the supervisory services required by the District.
3. While the On-Site Supervisor is performing the required supervisory services for the District, the On-Site Supervisor shall be under the direct control and direction of the District and shall be a temporary academic employee of the District. The District retains the primary right to select, assign and direct the instructional activities of the On-Site Supervisor.
4. The On-Site Supervisor shall be an at-will and uncompensated temporary academic employee of the District during the hours of assignment to the District. The District may request at any time that [*Contractor*] change the On-Site Supervisor if the District determines that the On-Site Supervisor is not performing to District standards. Said request shall not be unreasonably refused by [*Contractor*].
5. The On-Site Supervisor shall maintain records of student achievement and attendance. Records shall be open for review at all times by officials of the District and submitted on a schedule developed by the District.
6. The On-Site Supervisor's responsibilities and duties as a non-employee on-site instructor of the District shall include, but are not limited to, the following:
 - a. The On-Site Supervisor shall provide immediate supervision and control of all students enrolled in the courses taught by the On-Site Supervisor as provided under Title 5, California Code of Regulations, section 58056.
 - b. The On-Site Supervisor shall ensure that training is expended in full compliance with the course objectives determined by the District.
 - c. The On-Site Supervisor shall ensure the safety and well-being of students.
 - d. The On-Site Supervisor shall ensure the proper coordination of the delivery of instruction in order to achieve full compliance with applicable regulations.
 - e. The On-Site Supervisor shall ensure continued physical presence at the work place assigned by the District during all hours of the assignment as an employee of the District.
 - f. The On-Site Supervisor shall not be assigned to any other duties during the instructional activity for which attendance is being claimed by the District.
 - g. The On-Site Supervisor shall ensure the accuracy of all information on all timesheets of technical officers and facilitators.
 - h. The On-Site Supervisor shall ensure the immediate notification to the designated District representative of a student drop date.

- i. The On-Site Supervisor shall ensure the proper and timely assignment, scheduling and notification of facilitators.
 - j. The On-Site Supervisor shall ensure the complete, accurate and timely evaluation of facilitators.
 - k. The On-Site Supervisor shall ensure regular attendance at periodic staff meetings with the District employee who serves as the District's representative.
 - l. The On-Site Supervisor shall ensure that all handouts prepared or utilized by facilitators are appropriate by submitting them to the District's representative for approval.
 - m. The On-Site Supervisor shall ensure that daily student attendance records are accurate and current.
 - n. The On-Site Supervisor shall ensure the effective use of instructional methods, technology, testing and remediation.
 - o. The On-Site Supervisor shall ensure the proper administering and scoring of all required Tests (IF APPLICABLE).
 - p. The On-Site Supervisor shall ensure the accurate calculation of final student grades and the prompt submission of grades to the District's representative within two weeks of course completion.
 - q. The On-Site Supervisor shall ensure the competent and prompt completion of all other assigned duties.
7. For purposes of this Agreement, the District's designated representative is _____.
8. The District shall provide no compensation to the On-Site Supervisor for any services rendered pursuant to this Agreement. Compensation shall be provided by the Corporation in accordance with its established and standard practices, including workers' compensation insurance.
9. The On-Site Supervisor will be responsible for teaching the following courses:
10. [Contractor] agrees to defend and indemnify the District, its Board of Trustees, employees and agents for any claims, actions or lawsuits which may arise out of the subject matter of this Agreement, including those which may arise from times when the On-Site Supervisor is actually performing on behalf of the District the responsibilities and duties listed in this Agreement at the workplace assigned by the District.

11. This Agreement may be terminated at any time by the District within the sole and exclusive discretion of the District upon written notice to [*Contractor*] and the On-Site Supervisor. This Agreement may be terminated upon thirty (30) days prior written notice to the District by either [*Contractor*] or On-Site Supervisor within either's sole and exclusive discretion.
12. Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid to the following address:

[*Allan Bulda*]

Allan@projectheartbeat.com
Eric@projectheartbeat.com

CHABOT- LAS POSITAS
COMMUNITY COLLEGE
DISTRICT

Attn: Jonah Nicholas

LAS POSITAS COLLEGE

Dyrell Foster

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the day, month, and year first written above.

ON-SITE SUPERVISOR

Allan Bulda, President Owner
By: (*insert name, title*)

June 11, 2021
Date

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: (*Jonah Nicholas, Vice Chancellor*)

Date

APPENDIX C

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

7600 DUBLIN BOULEVARD
DUBLIN, CA 94568

NON-EMPLOYEE ON-SITE INSTRUCTOR AGREEMENT

This Agreement is entered into this 17th day of August 2021, by the Chabot-Las Positas Community College District (hereinafter the “District”) for Las Positas College (hereinafter the “College”) and Seb Wong (hereinafter the “On-Site Instructor”), an employee of Project Heartbeat (hereinafter the “Contractor”) who is being assigned to the District on a part-time basis pursuant to Title 5, California Code of Regulations, section 58058(b) and shall be an employee of the District on a limited basis during this part-time assignment pursuant to this Agreement.

RECITALS

WHEREAS, the District and Contractor entered into an agreement to provide classes to [*Contractor's*] employees subject to the terms and conditions set forth in the Agreement between the District and [*Contractor*]; and,

WHEREAS, Title 5, California Code of Regulations, section 58056 requires on-site instructional supervision to collect State apportionment for classes offered by the District in cooperation with [*Contractor*]; and,

WHEREAS, [*Contractor*] has duly qualified employees who can competently provide instructional services with regard to instruction for classes offered by the District in cooperation with the [*Contractor*]; and,

WHEREAS, the On-Site Instructor agrees to be assigned to the District as an at-will and uncompensated temporary academic employee of the District to competently provide instructional services with regard to instruction for classes offered by the District in cooperation with [*Contractor*]; and

WHEREAS, the authority for this Agreement includes Title 5, California Code of Regulations, Section 58058(b);

NOW THEREFORE, the Parties to this Agreement hereby agree as follows:

1. The On-Site Instructor is an employee of [*Contractor*] who meets the “Minimum Qualifications” as provided under Title 5, California Code of Regulations, Section (53410) for instructional services required by the District.

2. The On-Site Instructor is professionally and specially trained and competent to provide the instructional services required by the District.
3. While the On-Site instructor is performing the required instructional services for the District, the On-Site instructor shall be under the direct control and direction of the District and shall be a temporary non-paid academic employee of the District. The District retains the primary right to select, assign and direct the instructional activities of the On-Site non-paid instructor.
4. The On-Site Instructor shall be an at-will and uncompensated temporary academic employee of the District during the hours of assignment to the District. The District may request at any time that [*Contractor*] change the On-Site Instructor if the District determines that the On-Site Instructor is not performing to District standards. Said request shall not be unreasonably refused by [*Contractor*].
5. The On-Site Instructor shall maintain records of student achievement and attendance. Records shall be open for review at all times by officials of the District and submitted on a schedule developed by the District.
6. The On-Site Instructor responsibilities and duties as a non-employee on-site instructor of the District shall include, but are not limited to, the following:
 - a. The On-Site Instructor shall provide immediate supervision and control of all students enrolled in their perspective course taught by the On-Site Instructor as provided under Title 5, California Code of Regulations, section 58056.
 - b. The On-Site Instructor shall ensure the safety and well-being of students at all times.
 - c. The On-Site Instructor shall ensure continued physical presence at the work place assigned by the District during all hours of the assignment as an employee of the District.
 - d. The On-Site Instructor shall not be assigned to any other duties during instructional activity for which attendance is being claimed by the District.
 - e. The On-Site Instructor shall ensure the immediate notification to the designated District representative of a student drop date.

- f. The On-Site Instructor shall ensure that all handouts prepared or utilized by facilitators are appropriate by submitting them to the District's representative for approval.
 - g. The On-Site Instructor shall ensure that daily student attendance records are accurate and current.
 - h. The On-Site Instructor shall ensure the proper administering and scoring of tests.
 - i. The On-Site Instructor shall ensure the accurate calculation of final student grades and the prompt submission of grades to the District's representative within two weeks of course completion.
7. For purposes of this Agreement, the District's designated representative is _____.
8. The District shall provide no compensation to the On-Site Instructor for any services rendered pursuant to this Agreement. Compensation shall be provided by Corporation in accordance with its established and standard practices, including workers' compensation insurance.
9. The On-Site Instructor will be responsible for teaching the following courses: See Appendix A.
10. [*Contractor*] agrees to defend and indemnify the District, its Board of Trustees, employees and agents for any claims, actions or lawsuits which may arise out of the subject matter of this Agreement, including those which may arise from times when the On-Site Instructor is actually performing on behalf of the District the responsibilities and duties listed in this Agreement at the workplace assigned by the District

11. This Agreement may be terminated at any time by the District within the sole and exclusive discretion of the District upon written notice to [*Contractor*] and the On-Site Instructor. This Agreement may be terminated upon thirty (30) days prior written notice to the District by either [*Contractor*] or On-Site Instructor within either's sole and exclusive discretion.
12. Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. mail, certified, postage prepaid to the following address:

[*Seb Wong*]

(sebbawong@gmail.com)
seb@projectheartbeat.com)

CHABOT-LAS POSTIAS
COMMUNITY COLLEGE
DISTRICT

Attn: Jonah Nicholas

LAS POSITAS COLLEGE

Dyrell Foster

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the day, month, and year first written above.

ON-SITE INSTRUCTOR

Seb Wong , Program Director
By: (*insert name, title*)

June 11, 2021
Date

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

By: (*Jonah Nicholas, Vice Chancellor*)

Date

APPENDIX D

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

7600 DUBLIN BOULEVARD

DUBLIN, CA 94568

MINIMUM QUALIFICATIONS FOR FACULTY AND ADMINISTRATORS IN CALIFORNIA COMMUNITY COLLEGES (EMERGENCY MEDICAL SERVICES)

Emergency Medical Services	Any Bachelor's degree or higher and two years of professional experience, or any Associates degree and six years of professional experience
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(Reference: Minimum Qualifications for Faculty and Administrators in California Community Colleges. California Community Colleges Chancellor's Office, Eloy Ortiz Oakley, Chancellor. 2020)

(End of Attachment "D")