

## FACILITIES USE AGREEMENT

By and among Bosque Farms Calvary Chapel (hereafter referred to as BFCC), Parent Led Academic Network Team, Inc. (hereafter referred to as PLANT, Inc.) and Independent Teachers shall be effective June 1, 2024 - May 31, 2025.

### Background

PLANT, Inc. has a mission to make disciples for Christ. PLANT, Inc.'s strategy is to encourage Independent Teachers to offer classes for students in K-12 from a Biblical perspective. PLANT, Inc. will provide administrative services to independent teachers and BFCC will allow such teachers the use of their facilities for the purpose of teaching and instruction.

### Purpose

The purpose of the agreement is to outline the understanding among and set the parameters of the use of BFCC facilities by BFCC, PLANT, Inc., and Independent Teachers.

### Buildings and Time of Use

BFCC will make three (3) rooms at 155 Bosque Farms Blvd, Bosque Farms, NM 87068 available Fridays from 8:45am – 2:45pm for the purpose of teaching, mentoring, or tutoring. The fall Semester will be from September 6, 2024, to December 13, 2024, with an expected spring semester from January 10, 2025, to May 23, 2025.

Facilities will be closed in observance of the following Holidays/School Breaks:

### Fall Semester

Thanksgiving, Friday, November 29, 2024

### Spring Semester

Spring Break, Friday, March 21, 2025

Good Friday, April 18, 2025

Any additional use outside these times must be approved in writing.

### Usage Fee

No usage fees will be charged for the 2024-2025 school year.

### Scheduling

PLANT, Inc. will schedule classes based on the identified space and agreed upon time window.

### Building Access

BFCC coordinator will provide teachers access to the building 15 minutes prior to start of class.

### Setup and Maintenance

BFCC will ensure that rooms are clean before PLANT, Inc. classes begin on Tuesday morning. BFCC will not be responsible for setting up rooms to the teacher's preference. Independent Teachers will be expected to set up the class in the manner they prefer and return the classroom to its preferred setup as indicated by a photo in the room, including ensuring that all lights are turned off and rooms are cleaned up after each class session. If a room is left improperly, PLANT, Inc. representative, Mona Koerner, will be notified in writing or by e-mail at [parentlednetwork@centurylink.net](mailto:parentlednetwork@centurylink.net).

### Internet Access

Teachers will have access to BFCC Wi-Fi Internet within the facilities during scheduled class times.

### Audio/Visual Equipment

PLANT, Inc. may make use of TVs in the classrooms and/or TVs on carts for the purpose of teaching.

### Supplies

Teachers will provide all their own supplies including hand sanitizer, paper towels for cleanup of class messes (art supplies or science experiments, etc.) dry erase markers, paper, and copies. BFCC will not provide any supplies for teachers' use. Teachers will not request BFCC staff to make copies for them. Bathroom supplies such as soap, toilet paper and paper towels will be provided by BFCC.

### Insurance

PLANT, Inc. will maintain general commercial liability insurance of at least \$1,000,000 and will provide a certificate of insurance to BFCC annually.

### Facility Policies

BFCC may at its discretion develop and/or amend policies for the safety of facility users and/or the preservation of the facilities. Such policies will be delivered in writing to PLANT, Inc. to be distributed to Independent Teachers. BFCC shall allow one week for distribution of policies or policy changes before such policies are enforced.

### Relationship with Teachers

All teachers will be independent contractors and are not to be considered representatives or employees of PLANT, Inc. or BFCC. An independent agreement between PLANT, Inc. and each individual teacher will govern the relationship between PLANT, Inc., and the teacher. The PLANT, Inc./teacher agreements will require that each teacher subscribe to PLANT, Inc. Statement of Faith. The agreement will require that teachers abide by the requirements established by BFCC for the use of the facilities.

### Expectations between Teachers, Parents and Students

Expectations of student conduct and behavior, disciplinary actions, and interactions between the teachers and parents will be governed by a release and consent agreement between the teacher and parent.

Background Checks

Each teacher will be required to provide a criminal background check and child abuse registry check. No teacher will be allowed to conduct classes at BFCC without having completed an approved background check within the past two years. Teachers who have not had a background check performed by a third party that can be provided to PLANT, Inc. may solicit a background check through PLANT, Inc. The cost of the background check is \$17, payable by the Teacher and it will be delivered to PLANT, Inc. PLANT, Inc. will keep background checks on file. Background checks will be available to BFCC upon request.

Termination

Apart from breach of contract, either party. may terminate this agreement at the end of a scheduled semester December 31 for fall or May 30 for spring by giving the other party not less than thirty (30) days written notice. A Teacher may also terminate their participation by giving PLANT, Inc. 30 days written notice. Termination by one teacher shall not nullify the agreement for the remaining parties.

**Contact Information**

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(Partner signature)  
Mona K. Koerner  
PLANT, Inc.

Adam J. Barela Date: 7/4/24  
(Partner signature)  
Adam J. Barela, Senior Pastor  
Bosque Farms Calvary Chapel