#### **FACILITIES USE AGREEMENT**

By and among First Baptist Bosque Farms (hereafter referred to as FBBF), 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.

## <u>Purpose</u>

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

## **Buildings and Time of Use**

FBBF will make four (4) rooms and youth building at 1350 Bosque Farms Blvd, Bosque Farms, NM 87068 available Fridays from 8:30am – 3:00pm for the purpose of teaching, mentoring or tutoring. The fall Semester will be from September 6, 2024 to December 20, 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 14th 2025

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

#### **Usage Fee**

There is a \$20 per week charge for the 2024-2025 year.

### Scheduling

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

### **Building Access**

FBBF coordinator, Teri Barela, will provide teachers access to the building 15 minutes prior to start of class.

### Setup and Maintenance

FBBF will ensure that rooms are clean before PLANT, Inc. classes begin on Friday morning. FBBF will not be responsible to set 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, Teri Barela, will be notified in writing or by e-mail at 3atbarela@gmail.com.

### **Internet Access**

Teachers will have access to FBBF 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 FBBF staff to make copies for them. Bathroom supplies such as soap, toilet paper and paper towels will be provided by FBBF.

### **Insurance**

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

### **Facility Policies**

FBBF 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. FBBF 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 FBBF. Terms of Service will govern the relationship between PLANT, Inc. and each individual teacher. The PLANT, inc. Terms of Service require that each teacher subscribe to the PLANT, Inc. Statement of Faith. The Terms of Service require that teachers abide by the requirements established by Bosque Farms for the use of the facilities. To be eligible to teach at First Baptist Bosque Farms, teachers must submit a character reference form and be approved by First Baptist Bosque Farms leadership.

## **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 FBBF 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.

Brian Mull

505-250-4252

#### **Contact Information**

Mona K. Koerner
PLANT, Inc.
Albuquerque, NM 87110
505-890-0982
parentlednetwork@centurylink.net

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pastorbrian@fbcbf.com

Brian Mull\_\_\_\_\_\_Date:
3/26/24

(Partner signature) Mona K. Koerner PLANT, Inc. Brian Mull First Baptist Bosque Farms

(Partner signature)

First Baptist Bosque Farms

1350 Bosque Farms Blvd Bosque Farms, NM 87068