

## FACILITIES USE AGREEMENT

By and among Redemption Hill Church (hereafter Redemption Hill) and Parent Led Academic Network Team, Inc. (hereafter referred to as PLANT, Inc.) and Independent Teachers shall be effective June 1, 2023 - May 31, 2024.

### 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 Redemption Hill 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 Redemption Hill facilities by Redemption Hill, PLANT, Inc. and Independent Teachers.

### Buildings and Time of Use

Redemption Hill will make two classrooms/areas of the building located at 9674 Eagle Ranch Rd NW, Albuquerque, NM 87114 available Thursdays from 8:30am – 4:30pm for the purpose of teaching, mentoring or tutoring. Summer classes would be from June 8, 2023 – August 17, 2023, and would take place on Tuesdays, rather than Thursdays. The fall semester will be from September 7, 2023 to December 14, 2023 with an expected spring semester from January 11, 2024 to May 23, 2024. Any additional use outside these times must be approved in writing.

### Scheduling

PLANT, Inc. will schedule classes based on the identified space and agreed upon time window. PLANT, Inc. will provide Redemption Hill with a completed schedule including name of class, time of class, teacher contact, assigned room, number and age of students.

### Building Access

Independent Teachers will be granted access into the building each morning by church staff. Teachers will be responsible for monitoring comings and goings of students and no student will be allowed on the church premises unattended. The Independent Teachers and PLANT, Inc. students will have access to the assigned classrooms and bathrooms. As Redemption Hill does not have staff or volunteers for supervision, all other parts of the building will be off limits to teachers, students, and families.

### Setup and Maintenance

Redemption Hill does not have custodial staff, and cannot guarantee that rooms are clean before PLANT, Inc. classes begin on the days they are scheduled. Redemption Hill 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, 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 Redemption Hill 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. Redemption Hill will not provide any supplies for teachers' use. Teachers will not request Redemption Hill staff to make copies for them. Bathroom supplies such as soap, toilet paper and paper towels will be provided by Redemption Hill.

#### Insurance

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

#### Facility Policies

Redemption Hill 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. Redemption Hill shall allow one week for distribution of policies or policy changes before such policies are enforced. However, if there is an imminent safety concern, Redemption Hill staff will work directly with the Independent Teacher to ensure safety and wellbeing.

#### Relationship with Teachers

All teachers will be independent contractors and are not to be considered representatives or employees of PLANT, Inc. or Redemption Hill. 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 Redemption Hill 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 Redemption Hill 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 will it will be delivered to PLANT, Inc. PLANT, Inc. will keep background checks on file. Background checks will be available to Redemption Hill 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.

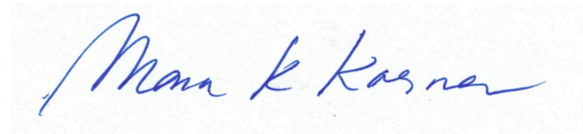
Full Release of Legal Liability

Redemption Hill provides building usage to ministries from outside Redemption Hill such as PLANT, Inc. as it is able. Redemption Hill’s priority is to Redemption Hill ministries and operations. Redemption Hill provides building usage to PLANT, Inc. at the discretion of Redemption Hill’s board of directors and at no cost to PLANT, Inc. As such, while Redemption Hill will make every effort in good faith to meet the needs of PLANT, Inc., this is not a legally binding contract on Redemption Hill, its staff, or its board of directors. Redemption Hill is fully released from any legal liability that may arise from allowing PLANT, Inc. access to and use of Redemption Hill’s building and equipment.

**Contact Information**

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Lee R. Galassini Date:4/5/2023

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

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(Partner signature)  
Lee Galassini  
Redemption Hill Church