# AnchorPoint Church FACILITIES USE AGREEMENT

By and among AnchorPoint Church (hereafter referred to as AnchorPoint) and Parent Led Academic Network Team, Inc. (hereafter referred to as PLANT, Inc.) and Independent Teachers shall be effective February 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 AnchorPoint 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 AnchorPoint facilities by AnchorPoint, PLANT, Inc., and Independent Teachers.

## Buildings and Time of Use

AnchorPoint will make three classrooms, fellowship area, youth room, kitchen and outside areas located at 6751 Pasilla Road NE, Rio Rancho, NM 87144 available Mondays from 8:30am - 3:00pm for the purpose of teaching, mentoring, or tutoring. The fall semester will be from September 9, 2024, to December 16, 2024, with an expected spring semester from January 6, 2025, to May 19, 2025. Any additional use outside these times must be approved in writing.

## **Usage Fee**

In consideration of the use of the building, PLANT, Inc. agrees to pay AnchorPoint \$50 per day. The fee is due at the beginning of each month for anticipated usage. Adjustments in actual usage will be made to the subsequent month's payment.

#### Scheduling

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

#### **Building Access**

AnchorPoint with provide PLANT, Inc. one set of keys to the building and identified spaces. Independent Teachers will be granted access into the building each morning by PLANT, Inc. On-Site Coordinator. Teachers will be responsible for monitoring comings and goings of students and no student will be allow on the church premises unattended.

#### Setup and Maintenance

AnchorPoint will ensure that rooms are clean before PLANT, Inc. classes begin on Monday morning. Anchor Point 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. On-site Coordinator will be notified in writing or by e-mail at <a href="mailto:riorancho.plant@gmail.com">riorancho.plant@gmail.com</a>.

#### **Internet Access**

Teachers will have access to Anchor Point 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. Use of A/V in fellowship area must be arranged through Media Technician.

## <u>Supplies</u>

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. Anchor Point will not provide any supplies for teachers use. Teachers will not request Anchor Point staff to make copies for them. Bathroom supplies such as soap, toilet paper and paper towels will be provided by Anchor Point.

#### **Insurance**

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

### **Facility Policies**

Anchor Point 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. AnchorPoint 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 AnchorPoint Church. PLANT, Inc 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 AnchorPoint 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 AnchorPoint 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 AnchorPoint 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**

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

Diana McLaughlin Anchor Point Church 6751 Pasilla Rd NE Rio Rancho, NM 87144 505-771-0284 office@anchorpointlife.com

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(Partner signature) AnchorPoint Church

Diana McLaughlin

(Partner signature) Mona K. Koerner PLANT, Inc. 1/25/24 Date: