



## FACILITIES USE AGREEMENT

By and among Del Norte Baptist Church (hereafter referred to as DNBC), Parent Led Academic Network Team, Inc. (hereafter referred to as PLANT, Inc.) and Independent Teachers shall be effective January 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 DNBC 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 DNBC facilities by PLANT, Inc. and Independent Teachers.

### Building and Time of Use

DNBC will make the children's wing and East Wing Upstairs of the building located at 5800 Montgomery Blvd. NE, Albuquerque, NM 87109 available on Tuesday and Wednesdays from 8:00am- 4:00pm for the purpose of teaching, mentoring, or tutoring. The kitchen and Fellowship Hall on Wednesdays. This can be changed to Tuesdays and Thursdays in the Fall.

The Spring Semester will be from January 9, 2024 – May 15, 2024, The Fall Semester will be from September 3, 2024 – December 13, 2024, and next Spring Semester will be from January 7, 2025 – May 23, 2025.

Additional facilities use includes the following:

- Summer Intensive (August)- Dates TBD
- Parent Assembly (August)- Date TBD
- December Fundraiser – Date TBD
- Teacher Meeting – Date TBD

Any additional use outside these times will be negotiable and approved in writing.

### Usage Fee

In consideration for the use of the building, PLANT, Inc. agrees to pay DNBC \$175 per week (2 days) for usage and custodial fees. 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 the use of rooms with the Business Administrator, Judi Hain, prior to each semester. Any other use of building outside the regular classroom needs will be schedule with the Business Administrator. Special care will be taken to schedule rooms using the fewest HVAC units.

#### Building Access

DNBC will issue two (2) keys to PLANT, Inc. representatives for use in accessing the classrooms. Representatives will not have alarm access to the outside doors and agree to not access building except during the reserved times.

#### Setup and Maintenance

DNBC will ensure that rooms are clean before PLANT, Inc. classes begin on Tuesday morning. DNBC will not be responsible to set up rooms to the teacher's preferences. 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@centurlink.net](mailto:parentlednetwork@centurlink.net).

#### Internet Access

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

#### Storage

DNBC will allow PLANT, Inc. and independent teachers within the network storage space for keeping teaching materials and supplies, PLANT, Inc. will be responsible for assigning space and teachers will be responsible for keeping the storage area neat and organized.

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

### Insurance

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

### Facility Policies

DNBC 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. DNBC 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 DNBC. PLANT, Inc. Terms of Service will govern the relationship between PLANT, Inc. and the teacher. The PLANT, Inc. Terms of Service requires that each teacher subscribe to PLANT, Inc. Statement of Faith. The Terms of Service require that teachers abide by the requirements established by DNBC 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 DNBC 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 DNBC 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

PLANT, Inc.

Albuquerque, NM 87110

505-890-0982

[parentlednetwork@centurylink.net](mailto:parentlednetwork@centurylink.net)



(Partner signature)

Mona K. Koerner

PLANT, Inc.

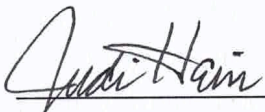
Judi Hain

Del Norte Baptist Church

5800 Montgomery Blvd, NE

Albuquerque, NM 87015

[judi@dnbc.org](mailto:judi@dnbc.org)



Date: 1-3-24

(Partner signature)

Judi Hain

Del Norte Baptist Church