

Parent Led Academic Network Team, Inc. (PLANT, Inc.) Terms of Service

Updated: April 2, 2024

These terms of service (the "Agreement") constitute a legally binding agreement between you ("teacher") and PLANT, Inc. ("PLANT") governing your participation in PLANT services.

PLANT, Inc. Services

Marketing, Registration, Payment Collection and Facilities

PLANT, Inc. provides marketing and outreach services as well as administrative services to Independent Teachers. PLANT, Inc.'s website is a marketplace where parents seeking supplemental education for their school-aged children can find individuals offering teaching, coaching, tutoring or mentoring services ("teacher"). PLANT, Inc. will advertise the teacher's services on its website and through other means as appropriate. PLANT, Inc. will engage in networking and outreach activities to advertise teacher's services to the appropriate audiences. PLANT, Inc. will provide an individual page on the website for teacher to share qualifications and other marketing information with interested parents. PLANT, Inc. will collect registration information of students interested in teacher's services and provide such information to the teacher.

PLANT, Inc. will collect payment for teacher's services on behalf of teacher including check or credit card. Payment Plans are only available with credit card payments and will be charged automatically each month. Teachers may specify a minimum number of students required to hold a class. PLANT, Inc. fees are non-refundable. If a class is cancelled due to too few students, PLANT, Inc. fees will ONLY be refunded to a family credit, parents may choose a refund or a family credit for the remaining balance. Refunds (minus the PLANT, Inc. fees) after the start of class will be at the teacher's discretion.

Payments to teachers are deferred until the month in which the class starts if the minimum was met by the end of the previous month, otherwise payment is deferred to the month following the start date of the class. PLANT, Inc. will forward payment to by the 25th of the month following the start of class or the month of collection whichever is later. PLANT, Inc. will retain a fixed fee (location fee) per student plus 10% of the fees collected as outlined in the payment schedule as an administrative fee for services provided to teacher. PLANT, Inc. will assist teacher to coordinate the scheduling of classes to maximize student participation. PLANT, Inc. has arranged for facilities to be available to teachers in which to provide their services. Space at the facilities will be assigned on a first come, first serve basis for rooms within the published available days and hours. Teachers may choose to hold classes at other locations (including their own homes), on different days or at different times and still make use of the administrative services according to the payment schedule. Teachers utilizing other facilities that include a rental charge will be wholly responsible for the rental charge. *Teachers choosing to utilize PLANT, Inc. registration and payment collection services must fully participate in the registration system and agree not to collect from parents outside the registration system.* Teachers not wishing to participate in the registration system may be listed in the Resource Directory for free.

Class Listing Only (Opt out of registration, payment collection, facilities)

Teachers choosing to opt out of registration, payment collection and facilities are referred to as "advertisers". Teachers may choose to have PLANT, Inc. advertise their class/event/workshop in the PLANT, Inc. class catalog and opt out of additional services such as registration and facilities

under the following conditions. Teachers choosing to opt out will be called “Advertisers.” An advertising fee according to rates published on the PLANT, Inc. website must be paid to PLANT in advance of listing a class. The fee may be paid by check, cash or Zelle. Advertising will be for a 6-month period and will expire automatically. Additional classes from the same teacher in the same period may be discounted. All classes listed in the catalog must be time specific (i.e. must be for a specific date/time not general information). [General information about your program can be included in the Resource Directory but not in the catalog]. You must give PLANT, Inc. one-week to list the class before it will appear in the catalog. Advertisers must have their own website for accepting registrations to which the class registration can be directed. Advertisers agree to secure their own facilities. Advertisers must engage in the PLANT, Inc. network at least once every 12 months. This includes participating in PLANT, Inc. sponsored event or attending a teacher meeting. Students of teachers who opt out of the PLANT, Inc. registration and facilities service will not be eligible for PLANT, Inc. SEED scholarships or My SEED programs and PLANT, Inc. family credit may not be used for registration on external partner sites.

Eligibility

PLANT, Inc.'s mission is to facilitate learning environments that are led by a Biblical Worldview therefore a teacher may only participate in PLANT, Inc. services if you subscribe to PLANT, Inc.'s Statement of Faith. By entering into this Agreement, you expressly acknowledge that you have received a copy of PLANT, Inc.'s Statement of Faith and that you agree with it. Some locations may have additional eligibility requirements that must be met before advertising classes at that location. Teachers must also attend a minimum of one teacher meeting per year, in order for their classes to be listed.

Representations and Warranties

You as teacher represent and warrant that it is your intention to provide independent instruction, tutoring, mentoring, coaching or classes to school-aged children and as such you will design, purchase or otherwise acquire a curriculum and implement that curriculum to the best of your ability. You will establish the parameters of the class including defining the scope, sequence, class size, class fees, frequency and duration, target population, homework assignments, student and parent responsibilities, grading and behavior expectations. You will be present to deliver the class as promised for the hours and times specified or will notify parents of changes/cancellations of class. You further agree to abide by the requirements established for the use of any facilities where your classes may be held including, but not limited to, providing or submitting to a criminal background check not less than two years old and communicating and enforcing behavioral expectations of students consistent with rules of the facilities. You will establish a working relationship with the parent and the student and maintain communication with the parent throughout the course. You will work with parents to overcome any issues of student performance and/or behavior. You agree to make your contact information available on the website for parents to contact you with questions. As part of a network “team” teachers are encouraged to share their class listings or PLANT catalog through email, on social media, with homeschool groups, through HERC email blast or other means.

Relationship with PLANT, Inc.

You acknowledge and agree that you and PLANT, Inc. are in a direct business relationship, and the relationship between the parties under this Agreement is solely that of independent contracting

parties. You and PLANT, Inc. expressly agree that (1) this is not an employment agreement and does not create an employment relationship between you and PLANT, Inc.; and (2) no joint venture, partnership, or agency relationship is intended or created by this Agreement. You have no authority to bind PLANT, Inc. and you undertake not to hold yourself out as an employee, agent or authorized representative of PLANT, Inc.

You agree to report as self-employment income all payments received by you pursuant to this Agreement. You will indemnify PLANT, Inc. and hold harmless from and against all claims, damages, losses and expenses including reasonable fees and expenses of attorneys and other professionals, relating to any obligation imposed by law on us to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with payments received by you pursuant to this Agreement. You will not be entitled to receive any vacation or illness payments, or to participate in any employee benefits of PLANT, Inc.

Term and Termination

This Agreement is effective upon execution by both parties and shall be for a term of one year. This agreement may be updated at any time through written agreement of each party. Either party can terminate this Agreement upon written or e-mail notice to the other party. By such termination, neither party may nullify obligations already incurred for performance under this Agreement prior to notice of termination, without mutual agreement by both parties in writing.

Entire Agreement

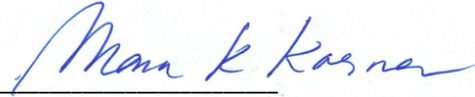
This Agreement constitutes the entire understanding between the parties and may be modified or amended only in writing, signed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. This agreement is governed by and construed in accordance with the laws of New Mexico. In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable; the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this Agreement as set forth below:

Teacher:

PLANT, Inc.:

By: _____

By:  _____

Date: _____

Date 04/01/2024

Print Name: _____

Title: Executive Director