

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

Updated: December 20, 2022

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

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.

PLANT, Inc. will forward payment to teacher by the 25th of the month following the collection of payment. 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 listing their classes in our Jumbula catalog must fully participate in the registration system and agree not to collect from parents outside the registration system except for up to \$25 per student in supply fees.* Teachers not wishing to participate in the registration system may be listed in the Resource Directory for free. Teachers utilizing other facilities that include a rental charge will be wholly responsible for the rental charge. Teachers who receive a student referred to them via PLANT, Inc. are asked to notify PLANT, Inc. and a \$2.50 referral fee will be retained from their next check. For teacher's offering a one-time workshop or trial class PLANT, Inc. will retain 10% plus applicable rent.

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.

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. You agree to share your class listing link at least three times. Sharing includes posting on your own social media (Facebook, Instagram, MeWe, Twitter, Alignable, Crew app, etc), in homeschool groups; through email; through HERC email blast; or other means. Teachers must post in the Teachers Band once they have shared their class listing indicating when and where it was shared.

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: _____

Date: _____

Print Name: _____

By



Date: 12/20/22

Title: Executive Director