



PROFESSIONAL LEARNING

- INTERNATIONAL -

TERMS OF MEMBERSHIP AGREEMENT

Professional Learning International (NZBN: 9429046250513) ("**PLI**") is a New Zealand-based company dedicated to transforming education through a Concept-Based Inquiry approach.

The Concept-Based Inquiry Collaborative membership program (the "**Membership**") is designed to unlock all the resources and support members need to effectively implement Concept-Based Inquiry in their school or classroom.

These Terms and Conditions ("**Agreement**") govern your use of the PLI Membership site (the "**Site**") and form a legal agreement between you (the "**Member**") and us.

Please read this Agreement carefully and contact us at admin@prolearnint.com with any questions before subscribing to the Membership.

This Agreement constitutes the entire and only agreement between you and PLI relating to Membership, and it supersedes all prior agreements, conduct, representations, and understandings about the Membership.

You warrant that you are 18 years or above and have the legal capacity and authority to enter this Agreement.

TERMS AND CONDITIONS

1. Acceptance of terms

1. By subscribing, accessing, downloading, or using the information, products, and services offered in our Program, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on our website and in the student portal.
3. Your continued use of the Site will constitute your acceptance of any changes.
4. If you object to any changes to the Terms, your only remedy is to immediately discontinue your subscription and use of products and services offered.
5. You understand that the materials provided to you as a part of the Program are to enable your professional development and use as a Concept-Based Inquiry Educator.
6. You understand that by participating in the group calls, you give permission for the calls to be recorded and that individual coaching call recordings and unit or lesson planners may be used internally for the ongoing professional learning of PLI coaches.

2. Benefits of Membership

1. Membership benefits include:

- a. **1:1 coaching Sessions (quarterly) with a CBI Certified Trainer via Zoom** (45 minutes). Individual review of your Concept-Based Inquiry unit. A complete review of your work and a discussion of opportunities for improvement.
- b. **Monthly Q&A sessions with CBI Experts via Zoom:** small group discussions for peer collaboration and discussion of planning ideas. Call recordings will be available afterward.
- c. Access to further learning through the following courses:
 - a. **Concept-Based Inquiry in Action:** Harnessing an inductive approach for conceptual understanding.
 - b. **Foundations of Concept-Based Literacy:** Activating Understanding and Transfer in a Literacy or World Language Classroom.
 - c. **Getting into the Classroom Literacy Pathways:** Explore new ideas and gain inspiration through grade-band specific Classroom Snapshots (K-2, Grades 3-5, and Grades 6-10).
 - d. **Planning for Diverse Learners in a Concept-Based Inquiry Classroom:** Leveraging the Principles of Universal Design for Learning within the Concept-Based Inquiry Approach.
 - e. **A Closer Look at Process Across Disciplines:** Dig deeper into the role that process, strategies, and skills play across different subject areas.
 - f. **Discovering Concept-Based Arts:** Reimagining art, music, drama, and dance instruction through a Concept-Based Inquiry lens.
 - g. **Leveraging the Power of Disciplinary, Interdisciplinary and Transdisciplinary Learning in a CBI Classroom:** Uncovering misconceptions about the role of concepts in integrated curriculum and exploring models that work.
- d. **Bonus 1** - Access our group forums throughout the year to share ideas and celebrate accomplishments with colleagues.
- e. **Bonus 2 (upon initial registration only)** - Virtual Bookshelf:
 - a. eBook 1: Concept-Based Curriculum and Instruction for the Thinking Classroom (Erickson, Lanning & French, 2017)
 - b. eBook 2: Concept-Based Inquiry in Action: Strategies to Promote Transferable Understanding (Marschall & French, 2018)
 - c. eBook 3: Designing Concept-Based Literacy Lessons: Designing Learning to Ignite Understanding and Transfer, Grades 4-10 (Lanning & Brown, 2019)
- f. **Bonus 3** - Virtual classroom visits worldwide (via video recordings) to observe what Concept-Based Inquiry lessons look and feel like in actual classroom delivery.
- g. **Bonus 4** - Access a growing library of curated exemplar Concept-Based Inquiry model units and lessons.

3. Becoming a member

1. Registration:

- a. You can become part of the Program by registering your Membership via the registration process on our Site:
<https://professionallearninginternational.com/collaborative-membership>
- b. You must provide accurate, complete, up-to-date Membership registration information. In addition, you are responsible for informing us of any changes to your registration information.
- c. We may request a form of identification to verify your identity at any time.

2. Password security:

By becoming a Registered Member of this Site, you acknowledge and agree that:

- a. You are solely responsible for protecting the confidentiality of any password or member identification that may be issued to or subscribed for by you;
- b. Memberships cannot be shared;
- c. You will not reveal, share (or cause to be revealed through any act or omission) your password to any other person as the Program is designed and intended for individual professional use;
- d. You will immediately notify us if your password is lost or becomes known to any other person,
- e. You are solely responsible for all access to and use of this Site via your password, whether such access or use is by you or any other person; and
- f. Your personal information to PLI will be treated strictly under our Privacy Policy at: <https://www.professionallearninginternational.com/privacy-policy/>.

4. Content and delivery

1. Content

- a. Content is updated regularly.
- b. Content is available to the member for the duration of the Membership subscription.
- c. Upon cancellation, access to content will cease to be available after the last day of the billing cycle.

2. Delivery

- a. The primary delivery method for content is through our Membership platform videos hosted on Vimeo.
- b. All live coaching is via Zoom.
- c. Membership announcements, for example, at the time of the new module release or updates, will be shared via email.

- d. Content from time to time may also be delivered via email and WhatsApp. WhatsApp will also be used for announcements and group communication, but if you do not have access to WhatsApp, announcements will also be shared via email.
- e. If you can not access Vimeo or Zoom for any reason, ensure you request a refund in the first 14 days. We cannot make videos available through any other means.

5. Conduct

1. When using our Products and Services, you may be given access to groups, review services, or other forums (**Online Community**). In addition, you may post comments, photos, messages, or other material (**Your Content**).
2. When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Online Community or WhatsApp group any of the following:
 - a. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory, or otherwise objectionable.
 - b. Content that harasses, degrades, intimidates, or is hateful to individuals or groups based on religion, gender, sexual orientation, race, ethnicity, age, or disability.
 - c. Information that includes personal or identifying information about another person without that person's consent.
 - d. Information that constitutes promotion or advertisement for products or services, including self-promotion of coaching services, except as otherwise expressly permitted by PLI.
 - e. Any information or content that impersonates any person or entity.
3. By posting or otherwise publishing Your Content on our Site or Online Community, you:
 - a. Grant us a non-exclusive, worldwide, royalty-free, perpetual license to use, and reproduce, Your Content in any form and for any purpose;
 - b. Warrant that you have the right to grant the above licenses;
 - c. Warrant that Your Content does not breach these Terms;
 - d. Consent to any act or omission which would otherwise constitute an infringement of your moral rights. If you add any content in which any third party has moral rights, you must also ensure that the third party consents in the same manner.
4. PLI reserves the right to:
 - a. Review, modify, reformat, reject, or remove Your Content that violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person.
 - b. Monitor the use of the Site and store or disclose any information we collect, including investigating compliance with the Terms or any police investigation or governmental request.

- c. Detect, prevent, or otherwise address security, fraud, or technical issues; or
 - d. Protect the rights, property, or safety of PLI, its users, a third party, or the public as required or permitted by law.
5. While using this Site or our Online Community, you agree you will not:
- a. Contact anyone who has asked not to be contacted.
 - b. Collect personal data about other users for the promotion of your services, commercial or unlawful purposes.
 - c. Infringe other user's privacy rights.
 - d. Violate the intellectual property of others.
 - e. Post anything that contains software viruses, worms, or any other harmful code.
 - f. Use manual or automated software, devices, script robots, or other means or processes to access our Site or any related data or information.
 - g. Engage in any copyright or other intellectual property infringement (including uploading or downloading any content to which you do not have the right to upload or download), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement.
 - h. Post, send, transmit, or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, or spam, including, without limitation, bulk commercial advertising and informational announcements, the promotion of other educational products or services, including coaching or courses.
 - i. Forge any component of the header information in an email or a newsgroup posting, or otherwise putting information in a header designed to mislead recipients about the origin of any Content transmitted through the Site ("spoofing").

6. Violations

1. If, while using the Site, you encounter Content you find inappropriate or otherwise believe to be a violation of this Agreement, you may report it by sending an email to admin@prolearnint.com.
2. If while using the Service, you believe your school or organization is using this Service without a valid subscription, email admin@prolearnint.com.

7. Disclaimer

1. The programs offered on the website and via subscription are only for general education and information purposes.
2. Nothing on this Site, or any of the content provided to you by us during our provision of the Products and Services, purports to offer tailored or individual advice.

3. The Program provides education, coaching, support, guidance, and tools for teachers—any decision you make, and the consequences that flow from such decisions are your sole responsibility.
4. You are responsible for committing sufficient time and resources to learning and implementing the resources and training provided in the Membership to achieve reasonable results for your purpose.
5. Any testimonials and examples within our marketing materials will not be taken to guarantee that you will achieve the same or similar results.
6. You acknowledge and agree that Professional Learning International, its employees, and its representatives are not responsible for decisions you may make or losses arising from a personal decision made at any time.

8. Membership fees and payment

1. The membership fee structure is as follows:
 - a. **Annual Subscription** - an initial payment of €1,997 for the first 12 months.
Annual Subscription Monthly Payment Plan - €197 per month for the first 12 months. The monthly payments can not be canceled in the first 12 months.
 - b. **Subscription after the first 12 months** - After 12 months, membership is offered as a monthly subscription (€97) or an ongoing annual subscription (€997) and may be canceled at any time.
 - c. **Discounted rates** can be offered at the discretion of PLI.
2. All payments are processed through Stripe unless by prior arrangement.
3. Invoicing is by request only (credit card or bank transfer).
4. PLI does not retain credit or debit card information. The Privacy Policy of the third-party payment processor manages the information you provide for processing payment.
5. Membership fees are in Euros (€EUR).
6. PLI reserves the right to change fees at any time without notice. Please check the website for updated prices.
7. Existing members will be given 30 days' notice of any fee change.
8. Unless stated otherwise, charges for goods or services supplied (or offered for supply) via our website are displayed exclusive of VAT.

9. Late Payments

1. Balances that remain unpaid 30 days after the payment due date will accrue a late payment fee of €50 every 30 days until the balance is paid.

10. Refunds

1. PLI offers a 14-Day, 100% Money Back Guarantee.
2. After 14 days, refunds are not provided for membership fees or products and services provided by us where you have been given access to Our Content or our Online Community, whether accessed by you or not, unless we are in breach of the *New Zealand Consumer Guarantees Act 1993 (CGA)*.
3. No refunds will be offered to canceled subscriptions before the expiry of the subscription.

11. Cancellation

1. You may cancel your Membership at any time via the Manage Billing section of your online account (in the portal) or by emailing your cancellation request to admin@prolearnint.com.
2. Upon cancellation, your subscription will continue until the end of your billing period or contract period.
3. There is no refund for a cancellation within the first 12 months. Monthly payments are still due until the end of the 12-month period.

12. Right to Terminate

1. We reserve the right to terminate your use of the Site, Online Community, or our Products and Services generally if you breach these terms, including conduct, as determined by us in our sole discretion.
2. PLI may at any time, under certain circumstances and without prior notice, immediately terminate or suspend your Membership and/or access to the Site. Causes for such termination shall include:
 - a. Violations of this Agreement or any other policies or guidelines referenced herein and/or posted on the Site.
 - b. A request by you to cancel or terminate your Membership.
 - c. Where the provision of the Program to you is or may become unlawful;
 - d. Your participation in fraudulent or illegal activities.
 - e. Failure to pay any fees owed by you in relation to the Membership provided that in the case of a non-material breach, PLI will be permitted to terminate only after giving you seven days' notice and only if you have not cured the breach within such seven days. Any outstanding fees in this instance will still be owed.
3. We reserve the right to terminate your use of the Site, Online Community, or our Products and Services generally if you breach these terms, including conduct, as determined by us in our sole discretion.
4. PLI shall make any such termination or suspension at its sole discretion. PLI will not be responsible to you or any third party for any damages resulting from such termination or suspension of your Membership and/or access to the Site.

13. Intellectual property and copyright

1. All material on this Site and any online community hosted by this Site or otherwise delivered by PLI, including (but not limited to) videos, templates, PDF information downloads, and live recordings (**Our Content**), is subject to copyright.
2. While you may browse or print our content for use within your school or classroom, you must obtain our prior written permission if you would like to use, copy or reproduce it for any purpose.
3. Modifying our Content for any purpose other than your own classroom use violates our copyright and other proprietary rights and is strictly prohibited.

4. The Model of Inquiry and the unit planner may be used and shared as long as the correct citation is maintained. If the unit planner is modified, the citation modified form planner developed by Marschall and French must be included.
5. You acknowledge that you do not acquire any ownership rights by using the Site or our content.
6. The trademarks, logos, and service marks displayed on our Site are the registered or unregistered trademarks of Professional Learning International.
7. Whether registered or unregistered, the trademarks may not be used in connection with any product or service that does not belong to Professional Learning International, in any manner that is likely to confuse consumers, or in any manner that disparages Professional Learning International.
8. Nothing contained on this Site or in our Online Community should be construed as granting, by implication or otherwise, any license or right to use any trademark without our express written permission.
9. You agree that damages may be an inadequate remedy to a breach of this Agreement and acknowledge that Professional Learning International will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

14. Links to third-party websites

1. This Site may include links to websites maintained by third parties not under Professional Learning International's control (**Linked Sites**).
2. Linked Sites are made available to you solely as a convenience, and the inclusion on the Site of links to Linked Sites does not imply endorsement by Professional Learning International of the Linked Sites.
3. You access Linked Sites at your own risk, and by accessing them, you leave the Site.

15. Liability is limited

1. The disclaimers, liability limitations, and indemnities within these Terms do not exclude your rights from those under *New Zealand Consumer Guarantees Act 1993 (CGA)*.
2. PLI is not responsible for and accepts no liability for content uploaded, posted, transmitted, or otherwise made available on the Site by anyone other than us.
3. PLI will not be taken to have uploaded, posted, transmitted, or otherwise made the content available on the Site simply by facilitating others to post, transmit or otherwise make content available.
4. PLI does not endorse any opinion, advice, or statement from anyone other than us.
5. You agree that we will not be liable for any loss or damage which you incur as a result of the use of this Site, including, without limitation, damage caused by access delays, computer viruses, system failure, or malfunction which may occur in your use of the Site or Online Community including a hyperlink to or from third-party websites.

16. Indemnity

1. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms.
2. We are not responsible for and expressly disclaim all liability for damages of any kind arising out of the use, reference to, or reliance on any information contained within our Site, Online Community, or through the use of our products or services.

17. Assignment

1. Transfer or assignment of your Membership is not permitted under this Agreement.
2. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior written notice.

18. Dispute resolution

1. Should a dispute arise between us, we strongly encourage you to contact Rachel French at rachel_french@prolearnint.com to seek a resolution.
2. Any reasonable requests will be considered, and any refund agreed to is at the absolute discretion of PLI.
3. PLI will attempt to resolve any escalated dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

19. Applicable law

1. These Terms shall be construed under and governed by the laws of New Zealand.
2. You consent to the exclusive jurisdiction of the courts in New Zealand to determine any matter or dispute which arises between you and PLI.

If you have questions or comments regarding this Site, PLI programs or services, or the Membership, please email admin@prolearnint.com.

By proceeding with your membership subscription, you confirm that you have read, understood, and accepted the terms of this Agreement.

Thank you.

Professional Learning International