



Hybrid Training Program Agreement

This Hybrid Training Program Agreement (the “Agreement”), entered into on November 29, 2021, is by and between Parent Teacher Home Visits (“PTHV”) and Alvord unified School District (“Subscriber”). For purposes of this Agreement, Subscriber shall be defined as the person or entity identified in the signature block hereafter, its governing board members, employees, officers, and agents.

Recitals

WHEREAS, PTHV has developed a “hybrid training” program for use by school districts that have educators, parents and administrators who are interested in home visit training; and

WHEREAS, Subscriber desires to engage PTHV to provide the “hybrid training” program to its educators, parents and administrators, and PTHV is willing to provide such training.

NOW, THEREFORE, in consideration of the mutual agreements herein and other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. CONDITIONS PRECEDENT TO PTHV’S PERFORMANCE OF SERVICES. Subscriber hereby represents that it has reviewed the Readiness Factors that are set forth in Exhibit A, which is attached hereto and incorporated herein, and that it has completed, or shall have completed, each of those Readiness Factors prior to participating in the “hybrid training” program.

2. SERVICES PROVIDED BY PTHV. PTHV shall provide the services described in Exhibit B, which is attached hereto and incorporated herein. The parties acknowledge and agree that the services described in Exhibit B may be amended by the parties. In the event the date of a scheduled introductory training program must be changed, each party shall promptly notify the other in writing. Neither party shall be liable for any such delay if the cause of the delay is beyond their reasonable control.

3. COMPENSATION. Subscriber shall pay PTHV a fee of \$5,500.00 for the hybrid training program, and, when applicable, shall reimburse PTHV for all related travel costs (including air and ground transportation, meals, accommodations, etc.).

4. PTHV’S INTELLECTUAL PROPERTY RIGHTS IN MATERIALS; DERIVATIVE WORKS.

(A) PTHV’s Material. PTHV shall provide Subscriber with certain materials as part of the “hybrid training” program (the “Materials”). Subscriber acknowledges and agrees that PTHV owns the intellectual property rights and/or registered copyright in the Materials, and Subscriber hereby agrees to abide by the following requirements:

(1) Subscriber will not use, reproduce and/or distribute all or portions of the Materials without the prior written permission of PTHV, which permission may be withheld at PTHV's sole discretion.

(2) Subscriber shall not challenge, oppose or seek cancellation of (i) any copyright application and/or registration relating to the PTHV's copyright, and/or (ii) PTHV's intellectual property rights.

(3) Subscriber shall indemnify, defend and hold harmless PTHV and each of its members, affiliates, associates, employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees), arising out of or connected with Subscriber's unauthorized production, reproduction, use and/or distribution of the Materials.

(B) Subscriber's Derivative Works. Subscriber hereby agrees to obtain PTHV's written permission before using the Materials to create derivative works (that include, but are not limited to, videos, power point presentations, translations, etc.) (the "Derivative Works"). PTHV may withhold such permission in its sole discretion. If PTHV permits Subscriber to use the Materials to create Derivative Works, Subscriber hereby agrees to abide by the following requirements:

(1) Subscriber shall acknowledge PTHV's contribution to all Derivative Works with the following text:

"This work is derived, in part or in whole, from materials created by Parent Teacher Home Visits. All rights in such materials are reserved. Permission to use such materials may be obtained by contacting PTHV's Executive Director at info@pthvp.org or at (916) 448-5290."

Such acknowledgement, along with PTHV's logo, shall be placed on the title page as close as is reasonably possible to any authorship or editing credit in a font size no smaller than similar information appearing on the page.

(2) Subscriber shall not use, reproduce or distribute the Derivative Works for commercial gain or authorize others to do so. Subscriber shall provide the Derivative Works "at cost," with any such charge limited to that necessary to recover costs for production and distribution.

(3) Subscriber shall indemnify, defend and hold harmless PTHV and each of its members, affiliates, associates, employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees), arising out of or connected with Subscriber's use and/or distribution of its Derivative Works.

(C) Limitation on Use of Materials and Derivative Works. Following Subscriber's participation in the "hybrid training" program conducted by PTHV, Subscriber hereby

agrees that it will not conduct any “hybrid training” programs using the Materials and/or the Derivative Works without the prior written permission of PTHV, which permission may be withheld at PTHV’s sole discretion.

5. TERMINATION. Either party may terminate this Agreement without cause by providing sixty (60) days prior written notice to the other party.

6. GENERAL PROVISIONS.

(A) Dispute Resolution. The intent of the parties is to identify and resolve disputes promptly after a dispute arises. If there is a dispute between the parties arising out of this Agreement, each party agrees to engage in good faith negotiations. If the dispute remains unresolved following the negotiations, each party may immediately exercise or pursue any other rights or remedies available hereunder or at law or in equity, and it is acknowledged by the parties that nothing herein shall preclude, limit, or otherwise restrict any legal or equitable remedies available to either party for failure of the other party to perform its obligations under this Agreement.

(B) Attorney’s Fees. If there is any legal action or proceeding to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any party, the unsuccessful party to such action or proceeding, whether such action or proceeding is prosecuted to final judgment, shall pay to the prevailing party as finally determined, all costs and expenses, including reasonable attorneys’ fees and costs, incurred by such prevailing party in such action or proceeding in enforcing such judgment and in connection with any appeal from such judgment. Attorneys’ fees and costs incurred in enforcing any judgment or in connection with any appeal shall be recoverable separately from and in addition to any other amount included in such judgment.

(C) Assignment. The parties shall not assign this Agreement without the prior consent of the other party hereto, and any attempt to do so shall be void and have no effect.

(D) Entire Agreement. This Agreement, which includes and incorporates the recitals and Exhibit, constitutes the entire agreement between the parties and supersedes any prior understanding or agreements between the parties relating to this subject matter.

(E) Waiver and Modifications. None of the provisions of this Agreement may be waived or modified except in a writing signed by both parties.

(F) Applicable Law and Forum. This Agreement shall be governed by the laws of the State of California, without reference to its conflicts of law provisions, as though entered into between California residents and to be performed entirely within the State of California. All parties consent to jurisdiction and venue in the state and federal courts sitting in the State of California and in particular, within Sacramento County, California.

(G) Severability. In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal, or unenforceable, it shall, only to that extent, be deemed stricken. All other provisions shall remain and constitute the Agreement among the parties.

(H) Compliance with Local, State and Federal Law. Subscriber shall comply with all applicable local, state and federal laws, including equal opportunity laws, with respect to the use, production, marketing and distribution of the Materials and/or its Derivative Works.

(I) Authority to Execute. Each party represents and warrants that: (a) it has full power and authority to make, execute and perform this Agreement; (b) the provisions of this Agreement have been duly authorized and approved by all necessary action; and (c) the undersigned officers have been duly authorized to execute and deliver this Agreement on behalf of the represented party.

(J) Notice. All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by personal service or by mailing a copy thereof, certified or registered mail, postage prepaid, to the address provided in the signature block, below. Service shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by written notice to the other party.

(K) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one.

(L) Successors and Assigns. This Agreement shall be binding upon the parties and their respective successors and assigns, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(M) Construction. The headings of the paragraphs/sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement or to affect the construction thereof. The parties acknowledge that this Agreement was negotiated at arm's length, that independent counsel has represented each party, and that no implication shall be drawn nor made against any party by virtue of the drafting of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Alvord Unified School District, **Subscriber**

Parent Teacher Home Visits

Name: Dusty Nevatt

Name: _____

Title: Chief Business Officer

Title: _____

Address: 9 KPC Parkway

Address: _____

Corona, CA 92879

EXHIBIT A
READINESS FACTORS
(Attached)



Are You Ready for a PTHV Introductory Training? Ten Ways to Know for Sure

At Parent Teacher Home Visits (PTHV), we want every home visit educator, student, and family to experience the profound benefits that come from relational home visits. Throughout our history, we've found that there are ten factors that can set the stage for a thriving home visit practice. Before you do a PTHV Introductory Training, lay a strong foundation by:

1. **Building support** at your school site. Aim for 50% or more of site educators to support the home visit effort (this does not mean that 50% of educators must do home visits – just that they support the effort).
2. **Enlisting leadership** from your site administrator, with a vision of weaving home visits into the site culture.
3. **Seeking partners** who will work collaboratively with you. Your school district, your local teachers union, and a local community organization are ideal partners that can help support and sustain home visits.
4. **Contacting PTHV** (www.pthvp.org). Our staff is happy to help you plan and prepare a successful home visit launch.
5. **Developing a financial plan** to support your home visit budget. Across the country, the cost of one visit averages \$70.
6. **Recruiting staff** to attend the Introductory Training. The ideal range of training participants is 15-50 (although we'll train up to 80 at a time).
7. **Identifying a site coordinator** who will communicate with partners and coordinate your school's home visit effort.
8. **Encouraging your site administrator** to say a few words at your Introductory Training to connect home visits to the site vision or plan.
9. **Planning training logistics**, including procurement of training space, space set-up, technology, announcements, sign-ups, etc.
10. **Agreeing** to practice PTHV's model with fidelity and care so that you, your students, and their families can experience the full power of relational home visits.



EXHIBIT B

SERVICES AND BENEFITS PROVIDED BY PTHV

1. PTHV will conduct one (1) hybrid home visit training session. This interactive session is designed to prepare Subscriber's educators, parents and administrators to practice PTHV's model of both in-person and virtual home visits. It centers on increasing the capacity of educators to effectively build meaningful relationships with the families of their students, starting with a voluntary home or virtual visit. The training session is 3 ½ hours, is delivered via online platform, and covers the following topics:
 - a. elements of PTHV's home visit model
 - b. the research behind PTHV's home visit model
 - c. logistics, step by step
 - d. skill-building and practice in engaging families
 - e. overcoming barriers (money, time, fear)
 - f. culture and cross-cultural connection
 - g. taking it back to the classroom