

Sutter County SELPA
Community Advisory Committee
 Wednesday, January 22, 2020
 10:00 a.m. – 12:00 p.m.
 Annex Conference

Agenda

1.0	Introductions/Welcome New Members	Information
2.0	Parent Announcements	Information
3.0	Board Resignation	Action
4.0	Approve October 23, 2019 minutes	Action
5.0	CAC Budget 2019-2020	Action
6.0	Local Plan	Action
7.0	Logo	Action
8.0	Parent Survey/Member Recruitment	Information
9.0	Parent Handbook	Discussion
10.0	Program Update	Information
	10..1 SCSOS	
	10..2 District	
	10..3 FRC/Visiting Agencies	
11.0	SELPA Update	Information
12.0	Other	

Meeting Dates 2019-2020:

10:00 – 12:00:

3/25/2020, 5/27/2020

Sutter County SELPA
Community Advisory Committee
 Wednesday, October 23, 2019
 10:00 a.m. – 12:00 p.m. – Annex Conference

Minutes

Attendees:

Kari Hudson – Chair – TRCS Parent Representative
 Dr. Carolyn Patton – Sutter County SELPA
 Lauren Heusser – SELPA/Infant Coordinator
 Janine Hughes – Sutter County Sp. Ed.
 Chris Orozco – Vice Chair/treasure – Parent Representative
 Ivona Mikesell – YCUSD Coordinator
 Michele Blake – Children’s Commissions
 Kim Willbanks – Family Soup
 Jesana Tran – Family Soup/parent
 Jennifer Bridges – Parent
 Sinai Rodriguez – SELPA

Meeting was called to order by Kari Hudson at 10:02 am.

Introductions/Welcome New Members

Each attendee introduced themselves and welcomed new members. Dr. Patton is now in her second month of being an Admin through Sutter County SELPA. She shared her previous history prior to Sutter County SELPA.

Parent Announcements

There were no parent announcements at this time.

Approve August 28, 2019 Minutes

A motion was made to approve the August 28, 2019 minutes as they are with the correction of Constellation instead of Consolation and correction of Kari Hudson instead of Kari Henderson.

Chris Orozco/Lauren Heusser

Approved by all. Motion Carried.

Bylaws Review and Update

Dr. Patton reviewed the Bylaws with the members of the CAC Committee. She mentioned that South Sutter Charter was no longer with Sutter County SELPA and that they needed to be removed from the Bylaws. She also referenced page nine of the packet (Article IV of the Bylaws) and reviewed the Election terms. CAC is a Brown Act Meeting and will be recommending a ten day prior to meeting review in order to post five days prior to meeting.

A motion was made to remove South Sutter Charter as an LEA with Sutter County SELPA.

Michele Blake/Jesana Tran

Approved by all. Motion Carried

Policy Updates – CAC Approval

Dr. Patton reviewed the procedure that the state proposed for the new Local Plan template. She explained that there needs to be a committee to review the local plan and include a member from the CAC. November 7th, 2019 will be the first meeting. Members will be looking at the original template and giving their opinion. There would be a general education teacher, Special Education Teacher, and administrators. These meetings will be used to discuss what pieces they would like to see revised. First reading in March will be sent out prior to the meeting by Kari Hudson. February will be an electronic vote. Plan is due to CDE in June.

Revision to Local Plan and nomination of CAC Member to the local plan revision committee

A motion was made to nominate Kari Hudson be part of the Local Plan revision committee.

Chris Orozco/Ivona Mikesell

Approved by all. Motion Carried

Elections

Elections were reviewed and discussed with the committee. Kari Hudson and Chris Orozco are serving on their second term. It was suggested that the elections be elected in March.

A motion was made to make nominations in March and elections in May.

Jennifer Bridges/Chris Orozco

Approved by all. Motion carried.

Dr. Patton mentioned that agenda items should be submitted a minimum of ten days prior to the meeting to allow the chair to do agenda planning.

Approval of changes to the Local Plan

Removal of South Sutter Charter was taken to Superintendents Coordinating Council. A motion is needed from CAC to continue with the removal of South Sutter Charter from the Local Plan.

A motion was made to approve the proposed removal of South Sutter Charter from the Local Plan.

Ivona Mikesell/Chris Orozco

Approved by all. Motion carried.

Parent Workshop/Project

Kari informed members of the idea of a Guidebook for Parents. It would be a subcommittee and the information discussed there would come to the CAC for approval. Michele Blake would like to participate in a subcommittee to help create the Guidebook and make an electronic version.

Lauren Heusser shared that Kim Wilbanks from Family Soup shared a possible Parent Training: Collaborative Problem Solving.

Guide book will occur and Michele Blake, Jennifer Bridges, Chris Orozco, and Chris Hickey will be part of the sub-committee. Kari Hudson will send out an Outlook invitation for November to the members interested.

CAC members discussed the purpose of CAC and getting others involved. CAC serves to review and approve local plan changes and service funding models. There needs to be a fifty-one percent of parents of Sutter County SELPA schools and fifty-one percent present parents of special education students.

Dr. Patton shared that Solano County does a recognition awards to members of the community. Members liked that idea of recognizing members with the community. The Solano CAC also goes to Geg Action Day and tries to have sub SWD representatives attend.

Ivona Mikesell proposed having a child with a disability attend Legislative Sharing Day and possibly share their experience with the committee. A mock proposal for two or three students of what Legislative Sharing Day would be like. They would prepare to see what it will be like and bring information to the committee.

Parent Survey

Kari Hudson wanted to clarify what they want to learn or what are the barriers to keep them from learning? Chris Orozco mentioned it would be both. SELPA will be creating the template.

Program Updates County Office

SCSOS has been very busy. They have been working with a large number of IEPs and preschool referrals. There was an increase in preschool ASD students. They are fully staffed but there is still a lot of students coming though in regional programs. K-1 are being referred a lot. Janine Hughes is looking at numbers for next school year to make sure that students have the correct number of staff and students. CALPADS/SEIS have merged and Janine Hughes has been working with Sinai Rodriguez to ensure there is a smooth transition. Epi pens are at all schools right now. Kari Hudson asked if the rotation model was still occurring. The model is being in place and is also being looked at to ensure that the model is in the best interest of the kids. Chris Orozco went with the Tami Henneberry to see the rotation schedules. She believes it is a great program and wishes her own child was involved in it.

District

Ivona Mikesell shared that YCUSD had Lue Denti come and coach for the co-teaching model. He observed, provided strategies and will continue working throughout the year. They are currently working with schools on Tier I Universal Intervention and will be doing Universal Screening for Social Emotional and referring Tier II students. A national survey was conducted and results said seventy percent of high school students experience Anxiety. Fifth grade students have expressed

thoughts of suicide and there needs to be more awareness brought to classrooms. These models has been implemented at Twin Rivers Charter and is with students TK-fifth grade.

FRC/Visiting Agencies

Jesana Tran brought a newsletter for the members in Spanish and English. She mentioned Scrapbooking and Autism support Group are still meeting once a month. Sibling Support Group starts October 24, 2019. Friendly Movie November 25, 2019 for Frozen.

Children's Family Commission

Michele Blake shared on November 6 there is a community Café at the Museum with childcare provided. On November 7th Read for the Record Day will be occurring. A member will read and give out books. November 14th at Veteran's Hall, a Health and Developmental Screening will occur and the Mobile Express Van will be there to provide services.

SELPA Update

CALPADS in being integrated, teacher credentials and student records are being integrated. CASEMIS no longer exists and it is now all CALPADS. Due to this new process, reporting has changed and will now be more accurate. There are four program transfers that were approved and will be in place starting next school year. Yuba City Unified for ED program was requested and therefore students will be in Yuba City's campuses. Brittan will hiring their own resource teacher. They will continue to contract for child find and other services. Live Oak Unified will be taking back Speech only. East Nicolaus will be taking all of their resource programs including psychological services. Parents and staff are being notified of changes. The requests are Accelerated Transfers and therefore will be effective as of July 1, 2020.

iBelong Update

Lauren Heusser shared an update. The iBelong Grant came from CDE and is based as a New Growth motivator. It is meant to fund for to 19-20 school year for children aged 0-5. Janine Hughes and Lauren Heusser are part of the team that are guiding Sutter County. Lauren Heusser attended a Community of Practice Training. It is open to any 0-5 professional provider. The grant was a multiple year grant. Lauren and Janine will continue to attend these trainings throughout the year. They are currently attending throughout the community.

Procedural Guidelines

The committee met and did the final revisions to the last area. It will be going to SCC and then CAC in the near future. They would like it to be a live document for the future. It is like a Guidebook for Parents but for Educators.

Other

Dr. Patton is now a member as a Governing Board Member.

Dr. Patton returned with information regarding the dates and times of the Local Plan Revision Committee. The first meeting will take place on November 7th from 1-4pm. The second meeting will be November 11th, 2019.

A motion was made to adjourn at 11:43pm.

Dr. Patton/ Chris Orozco

Approved by all. Motion carried.

Meeting Dates 2019-2020:

10:00 – 12:00: January 22, March 25, and May 27

Community Advisory Committee Brand Proposal

CLIENT'S TERMS OF SERVICE

SERVICES PROVIDED:

Consultant proposes the following deliverables to Client:

Brand & 1 Page Brand Guideline: \$650

A brand establishes a foundation for the organization. It encompasses more than just a visual experience. Creating and building a brand entails visual elements as well as tactile elements (paper, print and various production processes). Brands are all encompassing and also include organizations values/beliefs and address how members present themselves and their services, and how they interact with and assist a community.

This will include:

Design Brief:

- address the market
 - goals and history
 - target audience/considerations
 - similar services available
- project guidelines
- schedule/timeline

Establishing a Brand:

- logo and/or wordmark
- provide 2–3 solutions (illustrative & typographic) during concepts
- Brand color scheme
- Select group of typefaces for brand

Optional Print Brand Item: \$100

Layout an item that prominently displays the logo and information. Brochure, business card, or flyer.

TIMELINE & STEPS (DATES TBD BASED ON MEETING SCHEDULE):

January

1. Creative Brief—Kelina
2. Concepts—Kelina
- 3.. Feedback call—Kelina & CAC Stakeholders
4. Proof 1—Kelina
5. Feedback call—Kelina & CAC Stakeholders
6. Proof 2—Kelina
7. Feedback call—Kelina & CAC Stakeholders
8. Feedback call—Kelina & CAC Stakeholders
9. Final logo library—Kelina
10. Optional Print Brand Item—Kelina

PAYMENTS

Consultant will create the brand and brand manual at a price of \$650, to be paid in two installments, payments will be made according to the timeline below. Additional projects such as print collateral, web and presentation design will be available at project close and can be addressed in an additional proposal.

EXPENSES

Consultant is responsible for incidental expenses incurred in the routine performance of design duties, including but not limited to: phone calls, internet connectivity, equipment leases, software licenses, printing, copying, and the like.

Consultant may, with prior approval, incur expenses on behalf of Client that shall be reimbursed by Client within 30 days. However, Client will first be given the opportunity to directly purchase the necessary products or services and provide them to Consultant. If approval has been given for Consultant to incur expenses on behalf of Client, Consultant shall provide valid receipts with the request for reimbursement.

Additional expenses the Client might incur include but are not limited to typeface purchases and licensing, as well as icon libraries. It would be in the Clients' best interest to own a typeface from which to build a brand and be able to use on non-designed collateral.

METHOD OF PAYMENT

Payments are accepted via US Mail or in person. Only checks and money orders are accepted via US MAIL. All checks and money orders should be made payable to: Kelina Orozco, and mailed to:

1108 R Street, Apt 313
Sacramento, CA 95811

PAYROLL

Consultant: Kelina Orozco

Client: Sutter County Community Advisory Committee

Date: December 2019

Date (Payroll Out)	Cost	Consultant
Jan. 10 th	\$350.00	Kelina
Mar. 10 th	\$300.00	Kelina
Total	\$650.00	

*If final payment is received prior to the March 1st a 5% discount will be applied (final check would then be \$285).

By signing your name below you approve the above proposal:

Signature

Date

This Agreement for design services is between Kelina Orozco("Designer"), and the _____(Client), for the performance of the services described in the proposal sent to Client on December 3rd, 2019 ("Proposal"). The parties therefore agree as follows:

Basic Terms and Conditions

1. DEFINITIONS

As used herein and throughout this Agreement:

1.1 *Agreement* means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

1.2 *Client Content* means all materials, information, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

1.3 *Copyrights* means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

1.4 *Deliverables* means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.5 *Designer Tools* means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

1.6 *Final Art* means all creative content developed or created by Designer, or commissioned by Designer, exclusively for the Project

and incorporated into and delivered as part of the Final Deliverables, including and by way of example, not limitation, any and all visual designs, visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

1.7 *Final Deliverables* means the final versions of Deliverables provided by Designer and accepted by Client.

1.8 *Preliminary Works* means all artwork including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Art.

1.9 *Project* means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

1.10 *Services* means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Proposal.

1.11 *Third Party Materials* means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

1.12 *Trademarks* means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

2. PROPOSAL

The terms of the Proposal shall be effective for 30 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

3. FEES AND CHARGES

3.1 Fees.

Consultant will create the agreed upon deliverable(s) at a price of \$650, to be paid in two installments, once prior to project start and once 2 months following.

3.2 Additional Costs. The Project pricing includes Designer's fee only. Any and all outside costs including, but not limited to, equipment rental, typeface purchases and licenses will be billed to Client unless specifically otherwise provided for in the Proposal.

3.3 Invoices. All invoices are payable within 30 days of receipt. A monthly service charge of 1.5% is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by lateness or default in payment. Designer reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges, or the costs of Changes.

3.4 Method of Payment.

Payments are accepted via US Mail or in person. Only checks and money orders are accepted via US MAIL. Checks and money orders should be made payable to: Kelina Orozco, and mailed to:

1108 R St Apt 313
Sacramento, CA 95811

4. CHANGES

4.1 General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of 22 dollars per hour. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

4.2 Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

4.3 Timing. Designer will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Designer. The Designer shall be entitled to request written clarification of any concern, objection or correction.

Client acknowledges and agrees that Designer's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Designer's obligations under this Agreement.

5. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Designer;
- (b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and
- (c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

6. ACCREDITATION/PROMOTIONS

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Designer's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Designer. Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

7. WARRANTIES AND REPRESENTATIONS

7.1 *By Client.* Client represents, warrants and covenants to Designer that

- (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content,
- (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties,
- (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and
- (d) Client shall comply with all laws and regulations as they relate to the Services and Deliverables.

7.2 *By Designer*

(a) Designer hereby represents, warrants and covenants to Client that Designer will provide the Services identified in the Agreement in

a professional and workmanlike manner and in accordance with all reasonable professional standards for such services.

(b) Designer further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Designer and/or its independent contractors, and (ii) to the best of

Designer's knowledge, the Final Art provided by Designer and Designer's subcontractors does not infringe the rights of any party, and use of same in connection with the Project will not violate the rights of any third parties. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope

or for any purpose not identified in the Proposal or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Designer shall be void.

(c) Except for the express representations and warranties stated in this agreement, designer makes no warranties whatsoever, designer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

8. INDEMNIFICATION/LIABILITY

8.1 *By Client.* Client agrees to indemnify, save and hold harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defense and all related settlement negotiations; and

(b) Designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

8.2 *By Designer.* Subject to the terms, conditions, express representations and warranties provided in this Agreement, Designer agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Designer's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that

(a) Client promptly notifies Designer in writing of the claim;

(b) Designer shall have sole control of the defense and all related settlement negotiations; and

(c) Client shall provide Designer with the assistance, information and authority necessary to perform Designer's obligations under this section. Notwithstanding the foregoing, Designer shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Designer.

8.3 *Limitation of Liability.* The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("Designer Parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

9. TERM AND TERMINATION

9.1 This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

9.2 This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

9.3 In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

10. GENERAL

10.1 *Modification/Waiver.* This Agreement may be modified by the parties. Any modification of this Agreement must be in writing, except that Designer's invoices may include, and Client shall pay, expenses or costs that Client authorizes by electronic mail in cases of extreme time sensitivity. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

10.2 *Notices.* All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or email, upon confirmation of receipt.

10.3 *Force Majeure.* Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

10.4 *Governing Law and Dispute Resolution.* The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of California without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of California. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or

equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

10.5 *Severability*. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

10.6 *Headings*. The numbering and captions of the various sections are solely for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of the provisions of this Agreement nor shall such headings otherwise be given any legal effect.

10.7 *Integration*. This Agreement comprises the entire understanding of the parties hereto on the subject matter herein contained, and supersedes and merges all prior and contemporaneous agreements, understandings and discussions between the parties relating to the subject matter of this Agreement. In the event of a conflict between the Proposal and any other Agreement documents, the terms of the Proposal shall control. This Agreement comprises this Basic Terms and Conditions document, the Proposal, Schedule A below, and Design Brief.

By their execution, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.

Schedule A: Intellectual Property Provisions

1. RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

1.1 *Client Content*. Client Content, including all pre-existing Trademarks, shall remain the sole property of Client or its respective suppliers, and Client or its suppliers shall be the sole owner of all rights in connection therewith. Client hereby grants to Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

1.2 *Third Party Materials*. All Third Party Materials are the exclusive property of their respective owners. Designer shall inform Client of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Final Art. Under such circumstances Designer shall inform Client of any need to license, at Client's expense, and unless otherwise provided for by Client, Client shall obtain the license(s) necessary to permit Client's use of the Third Party Materials consistent with the usage rights granted herein. In the event Client fails to properly secure or otherwise arrange for any necessary licenses or instructs the use of Third Party Materials, Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of Client's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Final Art.

1.3 *Preliminary Works*. Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within 30 days of completion of the Services and all rights in and to any Preliminary Works shall remain the exclusive property of Designer.

1.4 *Original Artwork*. Designer retains all right and title in and to any original artwork comprising Final Art, including all rights to display or sell such artwork. Client shall return all original artwork to Designer within 30 days of completion of the Services.

1.5 *Trademarks*. Upon completion of the Services and expressly conditioned upon full payment of all fees, costs and out-of-pocket expenses due, Designer assigns to Client all ownership rights, including any copyrights, in and to any artworks or

designs comprising the works created by Designer for use by Client as a Trademark. Designer shall cooperate with Client and shall execute any additional documents reasonably requested by Client to evidence such assignment. Client shall have sole responsibility for ensuring that any proposed trademarks or Final Deliverables intended to be a Trademark are available for use in commerce and federal registration and do not otherwise infringe the rights of any third party. Client hereby indemnifies, saves and holds harmless Designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by any third party alleging any infringement arising out of Client's use and/or failure to obtain rights to use or use of the Trademark.

1.6 *Designer Tools*. All Designer Tools are and shall remain the exclusive property of Designer. Designer hereby grants to Client a nonexclusive, nontransferable (other than the right to sublicense such uses to Client's web hosting or internet service providers), perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project. Client may not directly or indirectly, in any form or manner, decompile, reverse engineer, create derivative works or otherwise disassemble or modify any Designer Tools comprising any software or technology of Designer.

2. RIGHTS TO FINAL ART

2.1 Exclusive license, with modification rights:

For print and/or online/interactive: Designer hereby grants to Client the exclusive, perpetual and worldwide right and license to use, reproduce, adapt, modify and display the Final Art solely in connection with the Project as defined in the Proposal and in accordance with the terms and conditions of this Agreement. Alterations and applications must follow the brand guidelines set forth in the visual identity manual.

2.2 Assignment:

Upon completion of the Services, and expressly subject to full payment of all fees, costs and expenses due, Designer hereby assigns to Client all right, title and interest, including without limitation copyright and other intellectual property rights, in and to the Final Art. Designer agrees to reasonably cooperate with Client and shall execute any additional documents reasonably necessary to evidence such assignment.

1. What is your current knowledge of CAC (check all that apply)
 - I know the ED Code purpose and role of CACs
 - I know the vision and goals of the Sutter CAC
 - I am an active member of the Sutter CAC
 - I have some awareness of Sutter CAC
 - I have never heard of the Sutter CAC

2. Do you currently attend CAC meetings?
3. Are you interested in getting involved in CAC
4. What obstacles make it difficult for you to attend CAC meetings?
 - Lack of child care
 - Time Conflict
 - Meetings purpose unclear
 - Meeting schedules, times, locations are not publicized
 - I did not know about CAC
 - Other

5. What would be the ideal time for a monthly 1-2 hour CAC meeting?
6. Some of the possible activities of CACs include the following. Please check which activities you would like to see the Sutter CAC promote
 - Legislative Action to advocate for Special Education Legislation and funding
 - Parent Education related to disabilities and special education
 - Recognition of individuals who support SWDs
 - Creating and distributing informational resources for parents and guardians of SWDs
 - Organizing networking activities for families of students with disabilities
 - Advising the SELPA on the Local Plan, Special Education Budget, Annual Service Plan
 - Other

7. Is there anything else you would like to share to help us improve our CAC?
8. If you would like us to contact you about getting involved or to be added to the CAC Listserv please provide a valid name and email address. We will not share your email with anyone.