CHICO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Board Workshop
Wednesday, September 3, 2014
5:30 p.m. Closed / 6:00 p.m. Open
Chico Unified District Office, Large Conference Room
1163 East 7th Street, Chico, CA 95928

AGENDA

1. CALL TO ORDER
   1.1. Public comment on closed session items

2. CLOSED SESSION
   2.1. Update on Labor Negotiations
        Employee Organizations: CUTA
                                 CUMA
                                 CSEA, Chapter #110
        Representatives: Kelly Staley, Superintendent
                          Bob Feaster, Asst. Superintendent
                          Dave Scott, Asst. Superintendent
                          Kevin Bultema, Asst. Superintendent

   2.2. Conference with Legal Counsel
        Attending:
        Anticipated Litigation
        Significant exposure to litigation pursuant to Government Code Section 54956.9(d)
        (One Potential Case)

If Closed Session is not completed before 5:30 p.m., it will resume immediately following the Open Session.

3. RECONVENE TO REGULAR SESSION
   3.1. Call to Order
   3.2. Report Action Taken in Closed Session

4. CONSENT CALENDAR
   4.1. EDUCATIONAL SERVICES
        4.1.1. Consider Expulsion of Students with the following IDs: 81277, 81461
        4.1.2. Consider Approval of Field Trip Request for CHS FFA Officers to Attend the Chapter Leadership Conference in Shasta County, CA from 09/10/14-09/12/14
        4.1.3. Consider Approval of Agricultural Vocational Education Incentive Grant
   4.2. BUSINESS SERVICES
        4.2.1. Notice of Completion for City Sewer Connections at McManus Elementary and Bidwell Jr. High Schools

5. DISCUSSION/ACTION CALENDAR
   5.1. BUSINESS SERVICES
        5.1.1. Discussion/Action: Approval of Master Lease Agreement with Dell Financial Services (Kevin Bultema)
   5.2. EDUCATIONAL SERVICES
        5.2.1. Information: Autism and Special Education Trends (Eric Snedeker)

6. ADJOURNMENT

Kathleen Kaiser, President
Board of Education
Chico Unified School District
The Chico Unified School District Board of Education welcomes you to this meeting and invites you to participate in matters before the Board.

**INFORMATION, PROCEDURES AND CONDUCT OF CUSD BOARD OF EDUCATION MEETINGS**

No disturbance or willful interruption of any Board meeting shall be permitted. Persistence by an individual or group shall be grounds for the Chair to terminate the privilege of addressing the meeting. The Board may remove disruptive individuals and order the room cleared, if necessary. In this case, further Board proceedings shall concern only matters appearing on the agenda.

**CONSENT CALENDAR**
The items listed on the Consent Calendar may be approved by the Board in one action. However, in accordance with law, the public has a right to comment on any consent item. At the request of a member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item. Board Bylaw 9322.

**STUDENT PARTICIPATION**
At the discretion of the Board President, student speakers may be given priority to address items to the Board.

**PUBLIC PARTICIPATION FOR ITEMS ON THE AGENDA (Regular and Special Board Meetings)**
The Board shall give members of the public an opportunity to address the Board either before or during the Board’s consideration of each item of business to be discussed at regular or special meetings.
- Speakers will identify themselves and will direct their comments to the Board.
- Each speaker will be allowed three (3) minutes to address the Board.
- In case of numerous requests to address the same item, the Board may select representatives to speak on each side of the item.

**PUBLIC PARTICIPATION FOR ITEMS NOT ON THE AGENDA (Regular Board Meetings only)**
The Board shall not take action or enter into discussion or dialog on any matter that is not on the meeting agenda, except as allowed by law. (Government Code 54954.2) Items brought forth at this part of the meeting may be referred to the Superintendent or designee or the Board may take the item under advisement. The matter may be placed on the agenda of a subsequent meeting for discussion or action by the Board.
- Public comments for items not on the agenda will be limited to one hour in duration (15 minutes at the beginning of the meeting and 45 minutes at the end of the meeting).
- Initially, each general topic will be limited to 3 speakers.
- Speakers will identify themselves and will direct their comments to the Chair.
- Each speaker will be given three (3) minutes to address the Board.
- Once 2 speakers have shared a similar viewpoint, the Chair will ask for a differing viewpoint. If no other viewpoint is represented then a 3rd speaker may present.
- Speakers will not be allowed to yield their time to other speakers.
- After all topics have been heard, the remainder of the hour may be used by additional speakers to address a previously raised issue.

**WRITTEN MATERIAL:**
The Board is unable to read written materials presented during the meeting. If any person intends to appear before the Board with written materials, they should be delivered to the Superintendent’s Office or delivered via e-mail to the Board and Superintendent 10 days prior to the meeting date.

**COPIES OF AGENDAS AND RELATED MATERIALS:**
- Available at the meeting
- Available on the website: www.chicousd.org
- Available for inspection in the Superintendent’s Office prior to the meeting
- Copies may be obtained after payment of applicable copy fees

**AMERICANS WITH DISABILITIES ACT**
Please contact the Superintendent’s Office at 891-3000 ext. 149 should you require a disability-related modification or accommodation in order to participate in the meeting. This request should be received at least 48 hours prior to the meeting in order to accommodate your request.

Pursuant to Government Code 54957.5, If documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at the Chico Unified School District, Superintendent’s Office located at 1163 East Seventh Street, Chico, CA 95928 or may be viewed on the website: www.chicousd.org.
AGENDA ITEM: Field Trip Request for CHS FFA Officers

Prepared by: Sheena Sloan

Consent 

Board Date September 3, 2014

Information Only

Discussion/Action

Background Information
The Superior Region FFA has hosted all of the Chapter Officers from schools throughout Northern California for the past several years at a 2-3 day leadership and teambuilding conference. The Chapter officers who attend this conference learn the skills necessary to develop as young leaders as well as skills that will help them better serve their school and community. The Chapter officers attend workshops taught by Regional and State FFA officers and also get the opportunity to interact and collaborate with other Chapter officers from schools throughout Northern California.

Educational Implications
The student officers that attend this conference will have the opportunity to learn and grow as individuals and as a part of a leadership team. The workshops these young leaders have the opportunity to attend include: Building Community Relationships, Promoting FFA Chapter Events, Fundraising, Teambuilding activities, Communication Skills, Responsible Use of Social Media, and many more. The student officers will then be able to bring home the skills they learn from both the workshops and the collaboration with other student officers and share them with the students at Chico High.

Fiscal Implications
The FFA ASB accounts cover all costs except for sub costs, which are covered through the Ag department.
FIELD TRIP REQUEST

TO: CUSD Board of Education  Date: 8/26/14________________________

FROM: ___Sheena Sloan _______ School/Dept.: ___CHS Ag_________

SUBJECT: Field Trip Request

Request is for ______ Chico FFA Officers ______________________
(grade/class/group)

Destination: ___Mountain Meadows camp Shasta County, CA 96088_______ Activity: 
__Chapter Officer Leadership Conference_____  

from ___9/10/2014___ / _3:30pm________ to ___9/12/2014___ / _4:00pm__________
(dates) / (times)  

Rationale for Trip: ___To provide training for chapter officer team in the areas of leadership, teamwork, 
and FFA organization.________________________

Number of Students Attending: ___6___ Teachers Attending: ___1___ Parents Attending: ________

Student/Adult Ratio: ___6:1_____

Transportation: Private Cars _______ CUSD Bus _______ Charter Bus Name ________
Other: ___CUSD Vans____________

All requests for bus or charter transportation must go through the transportation department - NO 
EXCEPTIONS.

ESTIMATED EXPENSES:

Fees $____287_______ Substitute Costs $____2d______ Meals $____NA_______
Lodging $____NA_______ Transportation $__________ Other Costs $____NA_______

ACCOUNT NAME(S), NUMBER(S) and AMOUNT(S):

Name ___FFA ASB________ Acct. #: ___592________ $_______

Name __________________ Acct. #: __________________ $______

________________________________________  ________________
Requesting Party ___Sheena Sloan____ Date  8/26/14___

______________________________  ________________
Site Principal _________Huffaker___ Date  8/26/14___

______________________________
Director of Transportation ____________

☐ Approve/Minor  ☐ Do not Approve/Minor
☐ Recommend/Major  ☐ Not Recommend/Major
(If transporting by bus or Charter)

________________________________________
Director of Educational Services ___SILK_____ Date  8/29/14___

☐ Recommend  ☐ Not Recommended
☐ Approved  ☐ Not Approved

Board Action __________________________ ________________
Date ____________________________
AGENDA ITEM: Agricultural Vocational Education Incentive Grant

Prepared by: Janet Brinson, Director

X Consent  Board Date September 3, 2014

☐ Information Only

☐ Discussion/Action

Background Information

The Agricultural Vocational Education Incentive Grant provides local educational agencies (LEAs) with funds to be used to improve the quality of their agricultural vocational education programs. The goal is to maintain a high-quality, comprehensive agricultural vocational program in California’s public school system to ensure a constant source of employable, trained, and skilled individuals.

Educational Implications

Benefits of agricultural education programs are:
- Collaboration, articulation, and networking with all levels of delivery systems (elementary through postsecondary) for instructors
- Supervised entrepreneurial and workplace learning experiences for students
- Linkages and partnerships with business and industry for instructors and students
- Professional development opportunities for teachers, administrators, and counselors
- Curriculum development based on performance and content standards for instructors On-site technical assistance in programs for instructors and students
- A foundation for students in the academic and technical skills necessary for career and personal success
- Student leadership and interpersonal skills
- An authentic assessment of knowledge, skills, and abilities through on-demand demonstrations and portfolios

Fiscal Implications

None to the general fund. Expenses will be covered by Agricultural Vocational Education Incentive Grant.
California Department of Education
AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT
2014–15 APPLICATION FOR FUNDING
(Due Date: To be received in Regional Supervisor’s Office by August 31, 2014)

DATES OF PROJECT DURATION - JULY 1, 2014, TO JUNE 30, 2015

Chico High School
(School Site)

Chico Unified School District
(District)

Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Signature of Authorized Agent

Signature of Agriculture Teacher Responsible for the Program

Director, Educational Services

Signature of Principal

Contact Phone Number: (530) 891-3000 x105

Date of Approval of Local Agency Board: 9/3/2014

Funds Requested - Part I
Part II
Part III
Part IV
Total

$5,000.00
$3,024.00
$8,000.00
$0.00
$16,024.00

Number of Different Agriculture Teachers at Site: 3

PART I - QUALITY CRITERIA 1-9 (REQUIRED) ALLOCATION

<table>
<thead>
<tr>
<th>Quality Criteria</th>
<th>Will Meet Criteria</th>
<th>Variance Requested</th>
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<tbody>
<tr>
<td>1. Curriculum and Instruction</td>
<td>x</td>
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<td>2. Leadership and Citizenship Development</td>
<td>x</td>
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<td>3. Practical Application of Occupational Skills</td>
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<td>4. Qualified and Competent Personnel</td>
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<td>5. Facilities, Equipment, and Materials</td>
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<td>6. Community, Business, and Industry Involvement</td>
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<td>7. Career Guidance</td>
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<td>8. Program Promotion</td>
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<tr>
<td>9. Program Accountability and Planning</td>
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Formal Variance Request must be included if requesting a variance. A variance is a proposed plan for bringing the program into compliance with required quality criteria. Variances should result in compliance prior to the following year's application. All variances must be approved with the application. Non-compliance with the terms of the approved variance will result in a loss of funds.
AGENDA ITEM: Notice of Completion for City Sewer Connections at McManus Elementary School and Bidwell Jr. High School

Prepared by: Julia Kistle, Director Facilities & Construction

☐ Consent  Board Date September 3, 2014
☐ Information Only
☐ Discussion/Action

Background Information

On June 30, 2014 work began on connecting McManus Elementary and Bidwell Jr. High to the Chico's City Sewer System. The project was completed on August 15, 2014.

The filing of a Notice of Completion (NOC) begins a thirty-five day lien period during which unpaid subcontractors, suppliers and other vendors can file a mechanics lien.

Educational Implications

The District's Strategic Plan states: "A safe, nurturing and inspiring environment is essential for individuals to thrive."

Fiscal Implications

This project was funded with Developer Fees.

Recommendation

It is requested that the Board of Education authorize the Superintendent or Designee to approve and execute the Notice of Completion for the City Sewer Connections at McManus Elementary School and Bidwell Jr. High School.
NOTICE OF COMPLETION

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is CHICO UNIFIED SCHOOL DISTRICT.

3. The FULL ADDRESS of the OWNER is 1163 EAST SEVENTH STREET, CHICO, CALIFORNIA, 95928-5999.

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: IN FEE

5. A work of improvement on the property hereinafter described was COMPLETED on August 15, 2014 and accepted by the Chico Unified School District on September 3, 2014.

6. The work of improvement completed is described as follows: FURNISHING OF ALL LABOR, MATERIALS AND SERVICES FOR McManus Elementary and Bidwell Jr. High School Sewer Connection Project FOR THE CHICO UNIFIED SCHOOL DISTRICT, CHICO, BUTTE COUNTY, CALIFORNIA.

7. The NAME OF THE ORIGINAL CONTRACTOR for such work of improvement is NorCal Excavating, Inc., 3668 Hicks Ln, Chico, CA 95973

8. The street address of said property is:
   McManus Elementary School, 988 East Avenue, Chico, CA 95926
   Bidwell Jr. High School, 2376 North Avenue, Chico, CA 95926

9. The property on which said improvement was completed in the CITY OF CHICO, COUNTY OF BUTTE, STATE OF CALIFORNIA, and described as follows:

   Bidwell Jr: 015-300-002-000

Date: ___________________________ Signature of Owner or agent of owner

Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District

Verification for NON-INDIVIDUAL OWNER: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Business Manager of the aforesaid interest in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Chico, CA

Date and Place

Julia M. Kistle
Director, Facilities & Construction
Chico Unified School District
AGENDA ITEM: Approval of Master Lease Agreement - Dell Financial Services

Prepared by: Kevin Bultema, Assistant Superintendent Business Services

☐ Consent

Board Date September 17, 2014

☐ Information Only

☒ Discussion/Action

Background Information

Chico Unified School District (CUSD) would like to enter into a master lease agreement with Dell Financial Services L.L.C. Dell will agree to lease equipment, software, and services or fees, where applicable, as described in any lease schedule. Each schedule shall incorporate the terms and conditions of this agreement but also constitute a separate lease of products. The master lease agreement will serve as a vehicle to lease equipment; each item to be included in the lease will have its own agreed upon terms.

Educational Implications

N/A

Fiscal Implications

With server infrastructure leasing, we are attempting to spread the cost over a five year term. Leasing is a way to spread the cost so we do not have a major capital outlay every three to five years. This agreement is a master lease agreement and does create a financial liability or obligation with its approval.
LESSOR: DELL FINANCIAL SERVICES L.L.C.
Mailing Address:
ONE DELL WAY
Round Rock, TX 78682

LESSEE: CHICO UNIFIED SCHOOL DISTRICT
Principal Address:
1163 EAST SEVENTH STREET
CHICO, CA 95928
Fax:
Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee’s failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller’s return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee’s invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee’s order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney’s fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE’S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.
5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee’s Secretary/Clerk’s Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee’s governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee’s obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee’s current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, “Software”). “Licensed Materials” are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms “sell,” “purchase,” “license,” “lease,” and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller’s supply contract and any service provider’s maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee’s expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1955, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee’s reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee’s compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessor’s right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the operating system Software. Lessee is responsible for installing and packaging the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee’s ship to location until the Products are returned to Lessor’s designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee’s choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss Insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor’s prior written consent, Lessee may provide this insurance pursuant to Lessee’s existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee’s self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor’s Interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor’s then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products (“Casualty Products”), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.
10. ALTERATIONS.

Lessees shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Product. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor’s request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, Financial statements, Secretary or Clerk Certificates, essential use information on documents (such as affidavits, notices and similar instruments) in a form satisfactory to Lessor and Opinions of Counsel (in substantially such form as provided to Lessor by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state or is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee’s knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make Immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee’s governmental or proprietary functions consistent within the permissible scope of Lessee’s authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSEE LEASES THE PRODUCTS AS IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS Assignee FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days;

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is

Reference: 501597.3818
Master Lease Agreement - Public
contested by Lessee or any governmental agency or authority whereby
the loss of such provision would materially adversely affect the rights or
security of Lessor, or Lessee denies any further liability or obligation
under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation
now existing or hereafter entered into with Lessor or Seller or any
assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee’s rights
Including its rights to the Products, but not its obligations thereunder,
shall automatically be cancelled without notice and Lessor may exercise
one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in
accordance with Section 8, or if requested by Lessor, to assemble
the Products in a single location designated by Lessor and to grant Lessor
the right to enter the premises where such Products are located
(regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as
agent and attorney-in-fact for Lessee to the extent necessary) upon such
terms and in such manner (at public or private sale) as Lessor deems
advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of
liquidated damages for loss of bargain and not as a penalty, the
Stipulated Loss Value of the Products in lieu of any further Rent, in
which event Lessee shall pay such amount to Lessor within 10 days after
the date of Lessor’s demand; or

(iv) proceed by appropriate court action either at law or in
equity (including an action for specific performance) to enforce
performance by Lessee or recover damages associated with such Event
of Default or exercise any other remedy available to Lessor in law or in
equity.

(b) Lessee shall pay all costs and expenses arising or incurred by
Lessor, including reasonable attorney fees, in connection with or related
to an Event of Default or the repossession, transportation, re-furbishing,
storage and Disposition of any or all Products ("Default Expenses"). In
the event Lessor recovers proceeds (net of Default Expenses) from its
Disposition of the Products, Lessor shall credit such proceeds against the
owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any
deficiency. With respect to this Section, to the extent the proceeds of the
Disposition (net of Default Expenses) exceed the Stipulated Loss Value
owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the
Lease, Lessee shall be entitled to such excess and shall have no further
obligations with respect to such Lease. All rights of Lessor are cumulative
and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT,

Lessor shall not interfere with Lessee’s right to possession and quiet
enjoyment of Products during the relevant Lease Term, provided no
Event of Default has occurred and is continuing. Lessor represents and
warrants that as of the Commencement Date of the applicable
Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and
hold Lessor, its assignees, and their respective officers, directors,
employees, representatives and agents harmless from and against, all
claims, liabilities, costs or expenses, including legal fees and expenses
(collectively, “Claims”), arising from or incurred in connection with this
Agreement, any Schedule, or the selection, manufacture, possession,
ownership, use, condition, or return of any Products (Including Claims
for personal injury or death or damage to property, and to the extent
Lessee is responsible, Claims related to the subsequent use or
Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss caused solely by the gross
negligence or willful misconduct of Lessor. Lessee shall be responsible
for the defense and resolution of such Claim at its expense and shall pay
any amount for resolution and all costs and damages awarded against or
incurred by Lessor or any other person indemnified hereunder; provided,
however, that any person indemnified hereunder shall have the right to
participate in the defense of such Claim with counsel of its choice and
at its expense and to approve any such resolution. Lessee shall keep
Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any
Licensed Materials) is and shall remain with Lessor. Products are
considered personal property and Lessee shall, at Lessee’s expense,
keep Products free and clear of liens and encumbrances of any kind
(except those arising through the acts of Lessor) and shall immediately
notify Lessor if Lessee’s interest is subject to compromise. Lessee shall
not remove, cover, or alter plates, labels, or other markings placed
upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any
Schedule, Lessor shall have the right but not the obligation to effect
such performance and Lessee shall promptly reimburse Lessor for all out
of pocket and other reasonable expenses incurred in connection with
such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and
communications in the ordinary course of business, shall be delivered by
overnight courier service, delivered personally or sent by certified mail,
return receipt requested, and shall be effective from the date of receipt
unless mailed, in which case the effective date will be four (4) Business
Days after the date of mailing. Notices to Lessee by Lessor shall be sent
to Dell Financial Services L.L.C., Attn. Legal Department, One Dell
Way, Round Rock, TX 78682, or such other mailing address designated
in writing by Lessee. Notice to Lessee shall be to the address on the first
page of this Agreement or such other mailing address designated in
writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR
SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF
LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD).
LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE
FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or
sublease shall in any way discharge Lessee’s obligations to Lessor under
this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the
rights of Lessee, transfer, assign, or grant a security interest in any
Product, this Agreement, any Schedule, or any rights and obligations
hereunder or thereunder in whole or in part. Lessee hereby consents to
such assignments, agrees to comply fully with the terms thereof, and
agrees to execute and deliver promptly such acknowledgments, opinions
of counsel and other instruments reasonably requested to effect such
assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall
be binding upon and inure to the benefit of Lessor, Lessee and their
successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY
TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY
CALIFORNIA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS
PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC
SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE
CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN
CALIFORNIA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT.
AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

Chico Unified School District
"Lessee"

BY: ________________________________
NAME: Dave Scott
TITLE: Assistant Superintendent
DATE: August 12, 2014

Dell Financial Services L.L.C.
"Lessor"

BY: ________________________________
NAME: ________________________________
TITLE: ________________________________
DATE: ________________________________
AGENDA ITEM: Autism and Special Education Trends

Prepared by: Eric Snedeker, Director

☐ Consent

X Information Only

☐ Discussion/Action

Board Date September 3, 2014

Background Information:
District staff and parents will provide the Board with information regarding the special education services designed for students with autism. Additional information will be presented regarding trends in the District for students with disabilities.

Educational Implications:
This item addresses the following goals adopted by the Board for the 2014-15 school year:

- To provide every student with the opportunity to attain increasing levels of individual achievement that prepare them for success in the 21st Century
- To provide a safe, healthy, and engaging environment for learning to take place
- To build effective partnerships with our constituents

Fiscal Implications:
As required by federal and state laws, the District provides a broad continuum of services and supports for students with disabilities.