



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

SPECIAL BOARD MEETING

July 29, 2020

**Rio School District
Conference Room
1800 Solar Drive
Oxnard, CA 93030**

**JOHN D. PUGLISI, Ph. D.
Superintendent**

**Board of Education
Linda Armas, President
Eleanor Torres, Clerk
Joe Esquivel
Felix Eisenhauer, DMA
Edith Martinez-Cortes**

2.0



**Wednesday, July 29, 2020
RSD Special Board Meeting**

**Rio School District
Conference Room
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 4:00 p.m.
Open Session: 5:00 p.m.**

1. Preliminary Business- 4:00 p.m.

- 1.1 Call to Order-4:00 p.m
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

2. Approval of the Agenda

- 2.1 Agenda corrections, additions, and modifications.
- 2.2 Approval of the Agenda

3. Public Comment/Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session-4:00 P.M.

- 4.1 Conference Legal Counsel Re: Existing Litigation: OAH 2020040028
- 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.3 Public Employee Appointment [Government Code 54957] Title: Assistant Principal

5. Open Session 5:00 p.m.

- 5.1 Reconvene Open Session and Report of Closed Session
- 5.2 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

6. Information/Action

- 6.1 2020/2021 Revised Academic Calendar
- 6.2 Approval of the Learning Models for the 2020/2021 School Year
- 6.3 Board Leadership Workshop

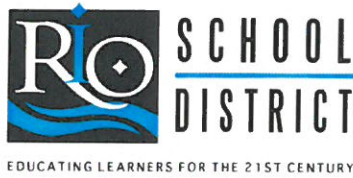
7. Consent

7.1 Approval of Lease Agreement with Konica for three Copy Machines

8. Adjournment

8.1 Adjournment

4.1



Agenda Item Details

Meeting Jul 29, 2020 - RSD Special Board Meeting
Category 4. Closed Session-4:00 P.M.
Subject 4.1 Conference Legal Counsel Re: Existing Litigation: OAH 2020040028
Access Public
Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Jul 29, 2020 - RSD Special Board Meeting

Category 4. Closed Session-4:00 P.M.

Subject 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

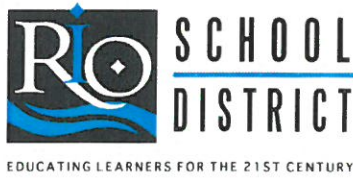
Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Jul 29, 2020 - RSD Special Board Meeting

Category 4. Closed Session-4:00 P.M.

Subject 4.3 Public Employee Appointment [Government Code 54957] Title: Assistant Principal

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Jul 29, 2020 - RSD Special Board Meeting
Category	6. Information/Action
Subject	6.1 2020/2021 Revised Academic Calendar
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended the board take action and approve the revised 2020/2021 academic calendar as presented.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

Public Content

Speaker: Carolyn Bernal

Rationale: In light of the current ongoing COVID pandemic, the parties agree that revisions to the already agreed upon 2020/2021 academic calendar are warranted in order to provide additional time and support prior to the start of the 2020/2021 school year.

To that end, the following revisions have been agreed to:

The start date for students will be changed from Wednesday, August 26th, 2020 to Monday, August 31st, 2020.

The return date for RTA unit members will be changed from Friday, August 21st, 2020 to Monday, August 24th, 2020.

The November 2nd, 2020 and June 18th, 2021 professional development days will be moved to the week of August 24th, 2020.

All RTA unit members will participate in five days of professional development beginning Monday, August 24th, 2020 - Friday, August 28th, 2020.

The agreed upon MOU and revisions to the academic calendar are included within this board docket.

2020_2021 RSD and RTA Academic Calendar MOU (revised).pdf (44 KB)

2021 Calendar draft (COVID Option 1).pdf (115 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2020/2021

1800 Solar Drive, Oxnard, California 93030

COVID Option 1

(805) 485-3111 www.rioschools.org

AUGUST 1				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

24 - 28 Teacher Work Day/No School
31 - First Day of School/K-8 Mini Day

SEPTEMBER 21				
Mo	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

7 - Holiday/No School
25 - K-5 Minimum Day

OCTOBER 22				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

8, 9 - K-5 Minimum Day/Parent Conferences
19, 20, 22, - 6-8 Mini Day/Parent Conferences
30 - K-5 Minimum Day

NOVEMBER 17				
Mo	Tu	We	Th	Fr
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

11 - Holiday/No School
16 - 20 - K-5 Minimum Days/Parent Conferences
25 Non-Student Days
26, 27 - Holiday/No School

DECEMBER 14				
Mo	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

18 - K-8 Minimum Day
21 - 23, 28 - 30 - Non - Student Days
24, 25, 31 - Holidays/No School

JANUARY 19				
Mo	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 - Holiday/No School
4 - Students Return
18 - Holiday/No School
29 - K-5 Minimum Day

FEBRUARY 18				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

8 - Holiday/No School
9, 10, 11, - 6-8 Mini Day/Parent Conf.
15 - Holiday/No School
26 - K-5 Minimum Day

MARCH 20				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

10 - 12 K-5 Mini Day/Parent Conf.
29 - 31 - Non-Student Days

APRIL 15				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30







1 - Non - Student Day
2 - Holiday/No School
5 - 9 - Non-Student Days
30 - K-5 Minimum Day

MAY 20				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

28 - K-5 Minimum Day
31 - Holiday/No School

JUNE 13				
Mo	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

17 - Last Day of School/K-8 Mini Day

-  Holiday-No School
-  K-5 Minimum Days
-  K-8 Minimum Day
-  6-8 Minimum Day
-  Non-Student Days
-  Teacher Work Days/ No School

Elementary End of Trimester Dates
Nov. 13 - End of Trimester 1 (53 days)
March 5 - End of Trimester 2 (64 days)
June 17 - End of Trimester 3 (63 days)

Middle School End of Trimester Dates
Dec. 4 - End of Trimester 1 (65 days)
March 19 - End of Trimester 2 (62 days)
June 17 - End of Trimester 3 (53 days)

RSD and RTA 2020/2021 Academic Calendar MOU
July 16, 2020

In light of the current ongoing COVID pandemic, the parties agree that revisions to the already agreed upon 2020/2021 academic calendar are warranted in order to provide additional time and support prior to the start of the 2020/2021 school year.

To that end, the following revisions have been proposed:

The start date for students will be changed from Wednesday, August 26th, 2020 to Monday, August 31st, 2020.

The return date for RTA unit members will be changed from Friday, August 21st, 2020 to Monday, August 24th, 2020.

The November 2nd, 2020 and June 18th, 2021 professional development days will be moved to the week of August 24th, 2020.

All RTA unit members will participate in five days of professional development beginning Monday, August 24th, 2020 - Friday, August 28th, 2020.

All five days will be conducted virtually.

The five days and hours associated with the professional development will be distributed as follows:

Day 1	8:00-12:00 District (4 hrs)	1:00-3:00 District (2 hrs)
Day 2	8:00-12:00 District (4 hrs)	1:00 3:00 District (2 hrs)
Day 3	8:00-11:30 Site/Principal (3.5 hrs)	12:30-3:00 Teacher Day (2.5 hrs)
Day 4	8:00-11:30 Teacher Day (3.5 hrs)	12:30-3:00 Site/ Principal (2.5 hrs)
Day 5	8:00-12:00 Teacher grade teams (4 hrs)	1:00-3:00 Teacher Day (2 hrs)

Teacher 12

District 12

Site 6

In addition, there are three student days that needed to be put back due to pushing back the start date of school to August 31st, 2020.

The following adjustments have also been made to the calendar:

Option 1:

- Nov 2 is a student day
- Nov 23 & 24 are student days
- School ends June 17th, 2021 (no change)

Trimester 1 Days for Elementary	Trimester 1 Days for Middle School
From 55 days to 53 Days	Number of days stay the same

6.2



Agenda Item Details

Meeting	Jul 29, 2020 - RSD Special Board Meeting
Category	6. Information/Action
Subject	6.2 Approval of the Learning Models for the 2020/2021 School Year
Access	Public
Type	Action

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Rio School District has developed two learning models for approval for the upcoming 2020/2021 school year.

Distance Learning Model:

Rio will begin the school year with independent/distance learning model. Based on the governor's recent order on July 17th, 2020, a county who is currently on the statewide monitoring list when school begins must offer distance learning only. This model is the safest and most preventative for COVID19 transmission. In this model, all students will remain at home and receive "daily live" instruction combined with "time value" independent work delivered by their classroom teacher. The minimum daily instructional minutes for TK/K is 3 hours, for grades 1-3, 3 hours and 50 minutes, and for grades 4-8, 4 hours. School districts will be required to take daily student attendance and maintain weekly student engagement records. School districts must ensure that students and families have the connectivity and devices to engage in distance learning and make accommodations for those who do not. Plans must exist that describe how a school will re-engage students who have been absent from distance learning for more than 3 school days a week.

Blended Learning Model:

The governor has set criteria for school districts for when it is safe to allow students to physically return to school. The current criteria states that a county must be off of the statewide monitoring list for 14 consecutive days prior to allowing school districts to reopen their doors for in-person instruction. When this criteria is met, Rio will SHIFT to a blended learning model. This model is designed to be as safe as possible and will bring students and staff on campus with a focus on Distance, Duration, Shielding, and Outdoor Activity. The model will bring students on campus two days a week for am or pm sessions. This will allow schools to reduce the number of children and staff on campus which creates an opportunity to maintain distance and outdoor activity. The District recognizes that children do much better when on campus with each other and their teachers. The District also recognizes that many parents need child care by the District while they work. This model is designed to serve safety, learning, and child care in the best possible balance putting safety first.

Administrative Content

Executive Content

6.3



Agenda Item Details

Meeting	Jul 29, 2020 - RSD Special Board Meeting
Category	6. Information/Action
Subject	6.3 Board Leadership Workshop
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Board will meet with the legal council and a consultant from Educational Support Services to conduct a Board Member workshop covering Board/ Superintendent relations and Board team building.

Administrative Content

Executive Content

7.1



Agenda Item Details

Meeting	Jul 29, 2020 - RSD Special Board Meeting
Category	7. Consent
Subject	7.1 Approval of Lease Agreement with Konica for three Copy Machines
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	18,951.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Lease Agreement for copiers at the District Office be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District has been and will be preparing instructional packets, booklets, Binders to send home to students as their instructional material. More so under COVID and distance learning models. The copiers that are currently being used for this task are slow and do not fold or bind the packets. Therefore, a larger, more economical copier has been selected and will replace the copier in Ed Services where the preparation of the student packets is prepared. As an incentive, Konica Minolta is going to replace two smaller machines at the District office whose lease will be expiring in a year with two newer models of machines with higher capabilities and a lesser cost than what is being paid now. In addition, the new capabilities in these machines will eliminate the need to outsource many of the jobs that we currently do outside.

[S00565972e_Customer_Acceptance_Package.pdf \(954 KB\)](#)

[S00565972e_Lease \(1\).pdf \(197 KB\)](#)

[CA Judicial Ref Add.pdf \(88 KB\)](#)

[State and Local Government Addendum.pdf \(159 KB\)](#)

Administrative Content

Executive Content

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For office use only (Check one): Branch Windsor

Premier Lease Agreement

APPLICATION NUMBER
2667966

AGREEMENT NUMBER

KONICA MINOLTA

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS	
RIO SCHOOL DISTRICT		1800 SOLAR DRIVE, 3RD FLOOR	
CITY	STATE	ZIP	PHONE*
OXNARD	CA	93036-1239	805 485 3111
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL
			WSALEH@RIOSCHOOLS.ORG

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
1800 SOLAR DR. OXNARD CA 93030

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Serial Number	Start Meter Read(s)
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- 1 - ACCURIOPRESS C3080
- 2 - BIZHUB C550I 55 PPM COLOR MFP

See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS	# of payments	Payment Frequency	Payment Amount (plus applicable taxes)	Advance Payment (plus applicable taxes)
60	60	<input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 1,579.25	\$

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 5 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

RIO SCHOOL DISTRICT

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

DATED

95-6002550

FEDERAL TAX I.D. #

PRINT NAME

TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including attorneys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

To help the Government fight the funding of terrorism and money laundering activities, Federal Law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents. See reverse side for additional terms and conditions

1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understanding, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by you or us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment times the number of days between the installation date and the Billing Date. This Agreement will continue to run from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of any term, of your decision to return or purchase the Equipment or renew this Lease and (b) you purchase or return the Equipment, as specified in your notice, within ten (10) days after the end of the term. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct financial information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.
2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. **Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason.** You agree that you will remit this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**
3. **OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.
5. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.
6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (i) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.
8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. **We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.**
9. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$100.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.
11. **DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and / or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, **AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY**, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.
13. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**
14. **LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.
15. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 4. **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**



KONICA MINOLTA

AGREEMENT NO.

2667966

STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2667966, between RIO SCHOOL DISTRICT, as Customer and **Konica Minolta Premier Finance**, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Konica Minolta Premier Finance

Lessor

Signature

Title

Date

RIO SCHOOL DISTRICT

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Order Agreement

Check Applicable Box Purchase Lease Other:

VOICE TO Account #	SOLD TO Account # SO 0000832269	SHIP TO Account #
Legal Name KONICA MINOLTA PREMIER FINANCE	Legal Name RIO SCHOOL DISTRICT	Legal Name RIO SCHOOL DISTRICT
Attn Line 1	Attn Line 1	Attn Line 1
Attn Line 2	Attn Line 2	Attn Line 2
Street Address 1310 MADRID ST STE 101	Street Address 1800 SOLAR DRIVE, 3RD FLOOR	Street Address 1800 SOLAR DR.
City MARSHALL State MN Zip 56258	City OXNARD State CA Zip 93036-1239	City OXNARD State CA Zip 93030
Tax Exempt <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	Tax Exempt #	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)	P.O. #	P.O. Expiration Date

Payment Terms: SEE LEASE	<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ _____ Contact Name: _____ Phone: _____	Check # Amount
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Requested Delivery Date: SEE ATTACHED **Maintenance Contract** Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	A9VE011	ACCURIOPRESS C3080			
1	7670525509	MFP DELIVERY CHARGE - LEVEL FOUR			
2	A6H9WY2	MK-737 MOUNT KIT FOR 3RD PARTY O			
1	A782WY2	DF-706 DUAL SCAN DOCUMENT FEEDER			
1	A57VW11	*EF-103 ENVELOPE FUSER			
1	A55CWY2	PF-707M PAPER FEED UNIT			
1	7714914	DIE COIL OVAL 44/47H			
1	A4F3W15	FS-532 100 FINISHER WITH PK AND SD			
1	7718800	GBC PUNCH G2			
1	A4F5WY1	MK-732 MOUNT KIT FOR PI-506			
1	A04HWY2	PI-502 POST INSERTER FOR FS-532			
1	A9CEWY1	RU-518 RELAY UNIT WITH BANNER OUI			
1	45111138	EFI FIERY IMPOSE-COMPOSE SW LICE			
1	A9F7WY3	IC-417 EFI EMBEDDED IMAGE CONTRO			

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	A3VX430	TN619C CYAN TONER	N/A	
1	A3VX130	TN619K BLACK TONER	N/A	
1	A3VX330	TN619M MAGENTA TONER	N/A	
1	A3VX230	TN619Y YELLOW TONER	N/A	
2	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A	
2	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A	

ADDITIONAL CHARGES

Network _____ Removal _____ Other _____

Additional Charges _____
TOTAL _____
 (TOTAL is exclusive of applicable taxes)

PICK-UP **Requested Removal Date:** 08/07/2020

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER
1	A5AY011	**BIZHUB C554E COPIER/PRINTER	A5AY011009907
1	A5AY011	**BIZHUB C554E COPIER/PRINTER	A5AY011010643
1	A5AY011	**BIZHUB C554E COPIER/PRINTER	A5AY011010750

COMMENTS

INCLUDES UPGRADE, FOR LEASE 500-0432890-000, TO LEASE COMPANY US BANK
 INCLUDES UPGRADE, FOR LEASE 500-0461736-000, TO LEASE COMPANY US BANK



Maintenance Agreement

Customer Information					
Sold to Acct #: <u>0000832269</u>		Payer/Bill to Acct #: _____		Ship to Acct #: _____	
Name: <u>RIO SCHOOL DISTRICT</u>		Name: <u>RIO SCHOOL DISTRICT</u>		Name: <u>RIO SCHOOL DISTRICT</u>	
Attn/Dept: _____		Attn/Dept: _____		Attn/Dept: _____	
Ste/Rm: _____		Ste/Rm: _____		Ste/Rm: _____	
Address: <u>1800 SOLAR DRIVE, 3RD FLOOR</u>		Address: <u>1800 SOLAR DRIVE, 3RD FLOOR</u>		Address: <u>1800 SOLAR DR.</u>	
City: <u>OXNARD</u>		City: <u>OXNARD</u>		City: <u>OXNARD</u>	
State: <u>CA</u> Zip: <u>93036-1239</u>		State: <u>CA</u> Zip: <u>93036-1239</u>		State: <u>CA</u> Zip: <u>93030</u>	
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Tax Exemption Number: _____		Tax Exemption Certificate must be attached when applicable.	
PO Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		PO Number: _____		PO Expiration Date: _____	
<input type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact: _____		PO must be attached when applicable.	
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name: _____		Email: _____	
				Ph: _____	

Coverage / Billing Options			
Coverage Options:		MFP	
Select Options:		Select Options:	
<input checked="" type="checkbox"/> Supply Inclusive		<input type="checkbox"/> Toner (Black Only)	
<input type="checkbox"/> After Hours Service - Requires After Hours Agreement		<input type="checkbox"/> 20lb Bond Roll Paper	
<input checked="" type="checkbox"/> Decline Digital Connected Support*		<input type="checkbox"/> Decline Digital Connected Support*	
* Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above.			
Billing Options:		Wide Format	
Initial Term in Months:		Initial Term in Months:	
<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input checked="" type="checkbox"/> 60 <input type="checkbox"/> Other _____		<input type="checkbox"/> 36 <input type="checkbox"/> 48 <input type="checkbox"/> 60 <input type="checkbox"/> Other _____	
Flat Rate Frequency:		Flat Rate Frequency:	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Meter Frequency:		Meter Frequency:	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Aggregate Volume:		Aggregate Volume:	
<input type="checkbox"/> B/W <input type="checkbox"/> Color		<input type="checkbox"/> B/W <input type="checkbox"/> Color	
All Devices			
Effective Date: <input checked="" type="checkbox"/> On Install <input type="checkbox"/> Date: _____		Date: _____	
Billing Day: <input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____		(29th, 30th, and 31st are not an available selection)	

Maintenance Pricing										Internal Use	
										MA #:	
MFP			Monthly Minimum		Monthly Flat Rate \$		Cost Per Copy Rate \$				
Item	Model Description	Serial Number	Type	Volume				Start Meter	Sub Fleet	Price Plan	
1	ACCURIOPRESS C3080		Color				0.03550				
			B/W				0.00750				
2	BIZHUB C550I 55 PPM COLOR MFP		Color		315.00		0.00000				
			B/W				0.00000				
3	BIZHUB C550I 55 PPM COLOR MFP		Color		315.00		0.00000				
			B/W				0.00000				
<input type="checkbox"/> Additional Equipment on Schedule B											
Wide Format											
Item	Model Description	Serial Number	Type	Monthly Minimum	Monthly Flat Rate \$	Cost Per Square Foot			Start Meter	Sub Fleet	Price Plan
1			Color	Volume (Sq. Feet)		Rate \$					
			B/W								
<input type="checkbox"/> Additional Equipment on Schedule C											

Comments

CPC COMMENTS -
C550I ARE GETTING FLAT RATE

For Internal Use					
Maintenance: <input type="checkbox"/> with Equipment Order <input type="checkbox"/> Maintenance Only <input type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced					
Sales Rep Number		Sales Rep Name		Sales Rep Email Address	
Originating:	<u>123892</u>	<u>KATRINA HEPBURN</u>	<u>KHEPBURN@KMBS.KONICAMINOLTA.US</u>		
Order Taking:	<u>123892</u>	<u>KATRINA HEPBURN</u>	<u>KHEPBURN@KMBS.KONICAMINOLTA.US</u>		
Servicing:	<u>123892</u>	<u>KATRINA HEPBURN</u>	<u>KHEPBURN@KMBS.KONICAMINOLTA.US</u>		
				Sales District	<u>46209</u>
				Processed	<input checked="" type="checkbox"/> Branch <input type="checkbox"/> Windsor



Equipment Removal Authorization

Customer: RIO SCHOOL DISTRICT

Pick Up Address: RIO SCHOOL DISTRICT, 1800 SOLAR DR., OXNARD, CA, 93030

Equipment being removed from Customer's Location:

Make: <u>C554E</u>	Model: <u>**BIZHUB C554E COPIER/PRINT ER</u>	Serial Number: <u>A5AY011009907</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

Lease Company Owned Asset:

Lease Company Name: US BANK EQUIPMENT FINANCE Lease #: 1905147

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

Shipping Fee(s) to Be Invoiced to Customer: 0.00

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



Equipment Removal Authorization

 Customer: RIO SCHOOL DISTRICT

 Pick Up Address: RIO SCHOOL DISTRICT, 1800 SOLAR DR., OXNARD, CA, 93030

Equipment being removed from Customer's Location:

Make: <u>C554E</u>	Model: <u>**BIZHUB C554E COPIER/PRINT ER</u>	Serial Number: <u>A5AY011010643</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

 Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

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- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

 Shipping Fee(s) to Be Invoiced to Customer: 0.00

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



Equipment Removal Authorization

 Customer: RIO SCHOOL DISTRICT

 Pick Up Address: RIO SCHOOL DISTRICT, 1800 SOLAR DR., OXNARD, CA, 93030

Equipment being removed from Customer's Location:

Make: <u>C554E</u>	Model: <u>**BIZHUB C554E COPIER/PRINT ER</u>	Serial Number: <u>A5AY011010750</u>
Make: _____	Model: _____	Serial Number: _____
Make: _____	Model: _____	Serial Number: _____

 Customer Owned Asset:

Customer represents and warrants that it has good title to the equipment, free and clear of any lien, mortgage, encumbrance or security interest of any kind. Customer agrees to defend, indemnify and hold Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") harmless from any loss, damage claim, liability or expense of any kind (including, but not limited to, court costs and attorney's fees) arising or resulting from a breach of this representation and warranty of good title and/or the authority, expressed or apparent, of Customer to trade-in or transfer the equipment. Upon signing this Agreement, Customer surrenders possession of the equipment and all components contained therein to KMBS. Customer further agrees that the surrendered equipment will be available for pick-up at the same time that any new equipment is delivered. If the surrendered equipment is not available for pick-up at time of new equipment delivery, customer will be invoiced an additional charge for the separate pick-up.

 Lease Company Owned Asset:

 Lease Company Name: US BANK EQUIPMENT FINANCE Lease #: 2061567

- Upgrade to Return** KMBS will resolve current lease obligation. Asset belongs to the Lease Company. KMBS will ship back to Lease Company.
- Upgrade to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- Buyout to Keep** KMBS will resolve current lease obligation. Asset belongs to KMBS unless otherwise stated below.
- End of Lease Return** Asset belongs to the Lease Company. KMBS will return equipment listed above to the respective leasing company upon receipt of a written Return Authorization Letter and Shipping Instructions. In the event KMBS does not receive a Return Authorization Letter and Shipping Instructions within 90 days of equipment pick up from Customer's location, and Customer has not made additional arrangements with KMBS for storage, the equipment listed above will be returned to Customer's location of pick up with no further obligation of KMBS.

Unless itemized as part of the equipment order, KMBS will invoice the Customer for the Shipping Fee(s) associated with return of the equipment to the designated return address provided by the Lease Company.

 Shipping Fee(s) to Be Invoiced to Customer: 0.00

End of Lease Return requiring interim storage of equipment requires pre-authorization from the Regional Operations Manager and Market Vice President and is subject to availability of storage space in a KMBS warehouse or arrangement for offsite storage.

Comments:



Order Package Acceptance Agreement

Customer Name/Address:

RIO SCHOOL DISTRICT
1800 SOLAR DRIVE, 3RD FLOOR
OXNARD, CA 93036-1239

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00565972 time stamped 07/22/20 06:40 PM).

For the items covered by a KMBS billed maintenance contract, Customer's signature below also acknowledges Customer's consent to 'KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated December 1, 2018)', available in hardcopy upon request or online at <https://kmbs.konicaminolta.us/MaintenanceTerms-N04D>, terms of which are incorporated into this Agreement. KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: _____
(Please Print)

Signature: _____

Title: _____

Date: _____

KMBS Representative

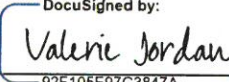
Name: Katrina Hepburn
(Please Print)

Signature: 
F0BD431EF623453...

Date: 7/22/2020

KMBS Manager

Name: Valerie Jordan
(Please Print)

Signature: 
92F105E97C3847A...

Date: 7/22/2020

