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
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
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
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

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting: Jul 29, 2020 - RSD Special Board Meeting

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


Access: Public

Type: 

Public Content

Speaker: 

Rationale: 

Administrative Content

Executive Content
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

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
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:
- Goal 1: Improved student achievement at every school and every grade in all content areas
- Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school
- Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 5: Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

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.
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.
### 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:

<table>
<thead>
<tr>
<th>Day</th>
<th>Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 1</td>
<td>8:00-12:00 District (4 hrs)</td>
<td>1:00-3:00 District (2 hrs)</td>
</tr>
<tr>
<td>Day 2</td>
<td>8:00-12:00 District (4 hrs)</td>
<td>1:00 3:00 District (2 hrs)</td>
</tr>
<tr>
<td>Day 3</td>
<td>8:00-11:30 Site/Principal (3.5 hrs)</td>
<td>12:30-3:00 Teacher Day (2.5 hrs)</td>
</tr>
<tr>
<td>Day 4</td>
<td>8:00-11:30 Teacher Day (3.5 hrs)</td>
<td>12:30-3:00 Site/Principal (2.5 hrs)</td>
</tr>
<tr>
<td>Day 5</td>
<td>8:00-12:00 Teacher grade teams (4 hrs)</td>
<td>1:00-3:00 Teacher Day (2 hrs)</td>
</tr>
</tbody>
</table>

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)

<table>
<thead>
<tr>
<th>Trimester 1 Days for Elementary</th>
<th>Trimester 1 Days for Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 55 days to 53 Days</td>
<td>Number of days stay the same</td>
</tr>
</tbody>
</table>
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.
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
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.

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.
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: RIO SCHOOL DISTRICT

STREET ADDRESS: 1800 SOLAR DRIVE, 3RD FLOOR

CITY: OXNARD

STATE: CA

ZIP: 93036-1239

PHONE*: 805 485 3111

FAX

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, pre-recorded 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.kmb.s.konicaminolta.us.

Make/Model/Accessories (Including Software Description and Supplier/Licenser If Applicable)

1 - ACCURIPRESS C3080

2 - BIZHUB C550I 55 PPM COLOR MFP

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

**TERM AND PAYMENT SCHEDULE**

<table>
<thead>
<tr>
<th>TERM IN MONTHS</th>
<th># of payments</th>
<th>Payment Frequency</th>
<th>Payment Amount (plus applicable taxes)</th>
<th>Advance Payment (plus applicable taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>60</td>
<td>Monthly</td>
<td>$1,579.25</td>
<td>$</td>
</tr>
</tbody>
</table>

**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 NONCANCELLABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

**LESSOR ACCEPTANCE**

Konica Minolta Premier Finance

LESAOR

AUTHORIZED SIGNER

TITLE

DATED

**CUSTOMER ACCEPTANCE**

RIO SCHOOL DISTRICT

FULL LEGAL NAME OF CUSTOMER (as referenced above)

95-6002550

AUTHORIZED SIGNER

DATED

**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 presentation, 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 in 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 prevent 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.

KMPF0001 - US 03/01/18
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 a 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 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 your failure to do so shall be deemed acceptance of this Agreement. Upon delivery of the Equipment to you, you will inspect the Equipment and should there be any defects, you agree to notify us of such defects in writing within ten (10) days of delivery. At our sole option, we or our designees will remedy the defects or we may replace the Equipment. You agree that, upon our request, you will allow us or our designees to access the Equipment to (a) inspect the Equipment and (b) make necessary repairs. You agree to (b) immediately correct any damage caused by your negligence or willful misconduct and (c) indemnify and hold us harmless for any loss, damage or liability caused by your negligence or willful misconduct. Should you fail to make any payment due under this Agreement (whether at our sole option or your option), we may, at our option, pursue any and all remedies, including bankruptcy, for the recovery of the unpaid balance. We may also file a statement of account in the bankruptcy court declaring that the Equipment is our property. Your failure to make all required payments shall constitute a material breach of this Agreement. If we file a bankruptcy petition against you, then (a) the bankruptcy court shall enter a judgment that you are the owner of the Equipment and (b) the bankruptcy court shall enter an order approving your possession of the Equipment. The bankruptcy court shall also enter an order approving your continued possession of the Equipment. The bankruptcy court shall also enter an order approving your continued possession of the Equipment. The bankruptcy court shall also enter an order approving your continued possession of the Equipment. The bankruptcy court shall also enter an order approving your continued possession of the Equipment. The bankruptcy court shall also enter an order approving your continued possession of the Equipment. The bankruptcy court shall also enter an order approving your continued possession of the Equipment. 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Addendum to Agreement # 2667966 and any future supplements/schedules thereto, between RIO SCHOOL DISTRICT, as Customer and Konica Minolta Premier Finance, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

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

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the laws contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to arbitration, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.

2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 840(b).

3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

4. Nothing herein shall be deemed to apply to or limit our right (a) to exercise self-help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the process described herein for judicial reference of any Dispute. The parties hereto do not waive any applicable Federal or state substantive law except as provided herein.

5. If a Dispute includes multiple claims, some of which are found not subject to judicial reference, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to judicial reference until all other Disputes or parts thereof are resolved in accordance with judicial reference. If there are Disputes by or against multiple parties, some of which are not subject to judicial reference, the parties shall sever the Disputes subject to judicial reference and resolve them in accordance with the terms of this Addendum.

6. During the pendency of a Dispute which is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described herein. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.

7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.


By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party 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/Secured Party

Customer
RIO SCHOOL DISTRICT

Signature

X

Signature

Title

Date

Title

Date

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

Rev. 10/18/2018
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
- [x] Lease
- [ ] Other

**Address Information**
- **SOLD TO**: Account # SO 0000832269
- **SHIP TO**: Account #
- **Legal Name**: RIO SCHOOL DISTRICT
- **Legal Name**: RIO SCHOOL DISTRICT
- **Attention Line 1**: Attn Line 1
- **Attention Line 2**: Attn Line 2
- **Street Address**: 1800 SOLAR DRIVE, 3RD FLOOR
- **Street Address**: 1800 SOLAR DRIVE
- **City**: OXNARD
- **City**: OXNARD
- **State**: CA
- **State**: CA
- **Zip**: 93030
- **Zip**: 93030

**Selling Terms**
- [x] Tax Exempt #
- [ ] P.O. #
- [ ] P.O. Expiration Date
- [ ] Yes, I want to pay by Credit Card. Please provide contact name/phone below.
- [ ] Yes, I want to pay by Credit Card. Please provide contact name/phone below.

**Requested Delivery Date**: SEE ATTACHED

**Maintenance Contract**
- [x] Accepted
- [ ] Declined

### Materials and Description

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### Additional Charges

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**Additional Charges**

**TOTAL**

(TOTAL is exclusive of applicable taxes)

**Requested Removal Date**: 08/07/2020

### 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
# Order Agreement
## Additional Equipment - Schedule B

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## Pick-Up

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**KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.**
100 Williams Drive, Ramsey, NJ 07446 (201) 625-4000 www.kmbs.konicaminolta.us

Form: 3000B-090115-
**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:

<table>
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<th>Make</th>
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<tr>
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☐ 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:

<table>
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</table>

☐ 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:

<table>
<thead>
<tr>
<th>Lease Company Name:</th>
<th>US BANK EQUIPMENT FINANCE</th>
<th>Lease #: 1905147</th>
</tr>
</thead>
</table>

☒ 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:

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>C554E</td>
<td>&quot;BIZHUB C554E COPIER/PRINT&quot;</td>
<td>A5AY011010750</td>
</tr>
</tbody>
</table>

☐ 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: ________________________________

Date: 7/22/2020

KMBS Manager

Name: Valerie Jordan
(Please Print)

Signature: ________________________________

Date: 7/22/2020