



EdenAreaROP

GOVERNING BOARD MEETING AGENDA

26316 Hesperian Blvd. Hayward, CA 94545 • (510) 293-2971 • www.edenrop.org

Thursday, March 2, 2023
5:45 pm

GOVERNING BOARD MEMBERS

Gary Howard, President	Castro Valley Unified School District
Juan Campos, Vice-President	San Lorenzo Unified School District
Joe Ramos, Member	Hayward Unified School District
Evelyn Gonzalez, Member	San Leandro Unified School District

MISSION STATEMENT

The mission of the Eden Area ROP is to build a foundation for students that prepare them academically, technically, and professionally to meet challenging opportunities of the 21st Century with confidence and purpose.



Regular Meeting of the ROP Governing Board

Date: Thursday, March 2, 2023
Time: 5:45 p.m.
In-Person (limited seating): Eden Area ROP Board Room (Building A), 26316 Hesperian Blvd., Hayward, CA 94545
Virtual via Zoom: <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09>

Attend Zoom Meeting Instructions:

- **To observe the meeting by video conference**, please click on [LINK](#) or go <https://zoom.us/j/99397978944?pwd=anVST3pGRDF4MjRjOHJMOUJNR3NyUT09> to at the noticed meeting time.

Meeting ID: **993 9797 8944**

Passcode: **EAROP23**

Instructions on how to join a meeting by video conference is available at: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>.

To listen to the meeting by phone, please call at the noticed meeting time **1-669-900-6833**, then enter ID **993 9797 8944**, then press "#". Passcode: **8908035**

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>.

Public Comment Instructions:

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view. We strive to model respectful communication for our students in all of our interactions. According to the Brown Act, the Board may not comment or take action on items not on the agenda.

- **To comment by video conference**, click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the eligible Agenda item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions on how to "Raise Your Hand" is available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.
- **To comment by phone**, you will be prompted to "Raise Your Hand" by pressing "*9" to request to speak when Public Comment is being taken on the eligible Agenda Item. You will then be unmuted, during your turn, and allowed to make public comments. After the allotted time, you will then be re-muted. Instructions of how to raise your hand by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>.
- **To comment in-person**, individuals who would like to address the Board in-person must complete a "Request to Address ROP Governing Board" card, available at the entrance to the meeting room, and submit it to the Governing Board's President prior to the start of the agenda item. Once called on speakers are requested to go to the podium and begin by stating his/her/their name, and whether the statement is being made as an individual or as a representative of an organization.

AGENDA

Welcome to the Eden Area Regional Occupational Program Governing Board Meeting. The purpose of the meeting is to consider matters of policy and business necessary for the operation of the Regional Occupational Program.

Any member of the audience may speak on any agenda item by following this process, or upon recognition by the President by identifying himself/herself/themselves and his/her/their organization affiliation prior to any action taken by the Governing Board. Such presentations may be limited. If there is a desire to address the Governing Board on a matter relating to the Eden Area ROP that does not appear on the agenda, this may be done during the "Public Comment" section.

State law prohibits the ROP Governing Board from taking any action on or discussing items that are not on the posted agenda except to A) briefly respond to statements made or questions posed by the public in attendance; B) ask questions for clarification; C) provide a reference to a staff member or other resource for factual information in response to the inquiry; or D) ask a staff member to report back on the matter at the next meeting and/or place it on a future agenda. (Government Code Section 54954.2 (a))

This meeting is being recorded. These recordings are maintained by the Eden Area ROP for 30 days and are available for review to the public upon request.

I. Call to Order

II. Roll Call

III. Pledge of Allegiance

IV. Mission Statement

V. Approval of Agenda

VI. Public Comment for Agenda items and matters that are related to the Eden Area ROP

(According to the Brown Act, the Board may not comment or take action on items not on the agenda.)

The Board respects and encourages the public to comment on matters on the Board agenda and within the Board's jurisdiction. The Board fully supports civil discourse and requests that everyone respect each other and their point of view.

Public Comment Instructions:

- When it is time for the speakers to address the Board, your name will be called and you will then be unmuted (if attending virtually) or asked to come to the podium (if attending in-person) and allowed to make public comments.
- Speakers via Zoom should rename their Zoom profile names to their real names to expedite this process.
- If attending virtually, after the comment, the microphone for the speaker's Zoom profile will be muted.

With Board consensus, the President may increase or decrease the time allowed. This meeting is being recorded to prepare the official minutes.

VII. Student of the Month

- A. Presentation of ROP Student of the Month Awards (page 4)

VIII. Consent Calendar

Action by the Eden Area ROP Governing Board of the Eden Area Regional Occupational Program means that all items listed under the Consent Calendar are adopted by one single motion, unless a member of the Governing Board, the Superintendent, or a member of the public requests that any such item be removed from the Consent Calendar and voted upon separately.

- A. Request the Governing Board to approve the Minutes of the Regular Governing Board Meeting of December 5, 2022 (pages 5-13)
- B. Request the Governing Board to approve the Bill Warrants (pages 14-20)
- C. Request the Governing Board to approve the Personnel Action Items (pages 21-22)
- D. Request the Governing Board to approve the Listed Donation-H & J Diaz Family Foundation (page 23)

- E. Request the Governing Board to approve the Statement of Facts Registry of Public Agencies Filing (pages 24-25)

IX. Information Items

- A. ROP Pathway Review-Food Service and Hospitality (pages 26-27)
- B. Adult Programs Update (page 28)

X. Action Items

- A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, and Board Bylaw (pages 29-45)
- B. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2022 (page 46)
- C. Request the Governing Board to approve the 2022-2023 Second Interim Report (page 47)
- D. Request the Governing Board to approve the adoption of Resolution 11-22/23: Mid-Year Additions/Changes-Revised Signature Card (pages 48-50)
- E. Request the Governing Board to approve the Operational Transfer of Banking Services for Adult Education Programs from Wells Fargo Bank to Fremont Bank (page 51)
- F. Request the Governing Board to approve the Agreement with ConvergeOne, Inc. for VoIP Telephone Migration Services from AT&T to RingCentral Inc. for the 2022-2023 School Year (pages 52-66)
- G. Request the Governing Board to approve the Agreement with RingCentral Inc. for VoIP Telephone Services from March 2023 through March 2026 (pages 67-84)

XI. Superintendent's Report

XII. Governing Board Reports

XIII. Recess to Closed Session

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)

XIV. Reconvene to Open Session and Report Action Taken in Closed Session

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)

XV. Adjournment



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Presentation of ROP Student of the Month Awards

BACKGROUND

The Eden Area ROP has developed a student recognition program to acknowledge outstanding efforts and achievements of our students.

CURRENT SITUATION

The student recognition program has proven to be a successful, motivational tool in the classroom, among the staff and the students of the Eden Area ROP.

The following students were selected as ROP students of the month for March:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
Dayris Solano	San Lorenzo	Culinary Science II P	Rose
Evelia Loera Solis	San Lorenzo	Merchandising Occupations I P	Gixti
Bryce Walz	Castro Valley	Welding Technology II P	Juarez
Abigail Velasquez	Arroyo	Medical Careers I P	Gamboa

RECOMMENDATION

Information only

CONSENT CALENDAR

CONSENT CALENDAR



Minutes of the Regular Meeting of the ROP Governing Board February 2, 2023

I. Call to Order

Juan Campos, Board President, called the meeting to order at 5:41 p.m. on Monday, February 2, 2023. Due to COVID-19 all Board members and attendees attended the meeting virtually via Zoom.

II. Roll Call

Eden Area ROP Governing Board Members Present:

Juan Campos, President	San Lorenzo USD	
Gary Howard, Member	Castro Valley USD	
Evelyn Gonzalez, Member	San Leandro USD	
Juan Ramos, Member	Hayward USD	arrived at 6:12 pm

Eden Area ROP Superintendent/Clerk of the Board Present:

Blaine Torpey

Eden Area ROP Administrators Present:

Linda Granger	Chief Operating Officer
Mercedes Henderson	Human Resources Administrator
Craig Lang	Director of Adult Programs
Brigitte Luna	Director of Educational Services
Anthony Oum	Fiscal Services Administrator

Eden Area ROP Staff Present:

Ashley Auguste	Careers in Law, Forensics and Public Safety Instructor
Jessica Fagundes	Career Counselor
Maria Luisa Fuller	Entrepreneurship Instructor
Gabriela Juarez	Executive Assistant
Michael O'Connell	Careers in Law and Public Safety Instructor
Byron Thompson	Entrepreneurship Instructor

Others Present:

Students of the Month and their families

Estrella Carmona	Careers in Law, Forensics and Public Safety Student
Brian Duus	Leone Alberts & Duus
Clariza Garcia	Leone Alberts & Duus
Roman Muñoz	Lozano Smith
Niman Singh	Eide Bailly LLP
Katelyn Yassen	Careers in Law, Forensics and Public Safety Student

III. Pledge of Allegiance

D'Angelo Smith led the Pledge of Allegiance.

IV. Mission Statement

Giselle Cortes read the Eden Area ROP mission statement.

V. Approval of Agenda

Trustee Gary Howard moved to approve the agenda. Trustee Eveyln Gonzalez seconded the motion. By the following vote, the agenda was approved:

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 0
ABSTAIN: 0
ABSENT: 1 (Ramos)

VI. Public Comment for Agenda items and matters that are related to the Eden Area ROP

None

VII. Student of the Month Awards

The following students were honored by their teachers, ROP Staff and the Governing Board as students of the month for February 2023:

STUDENT NAME	HIGH SCHOOL	ROP PROGRAM	INSTRUCTOR
D'Angelo Smith	Mt. Eden	Careers in Law, Forensics & Public Safety I P	Auguste
Giselle Cortes	Tennyson	Entrepreneurship I P	Fuller
Alexa Esqueda	Castro Valley	Marketing Economics I P	Thompson
Isaac Zaldivar	San Lorenzo	Careers in Law and Public Safety II P	O' Connell

Jessica Fagundes, Career Counselor, introduced the instructors, who presented their students to the Governing Board. A framed certificate of achievement was delivered to each student. Each student was given an opportunity to introduce their family and say a few words.

VIII. Consent Calendar

Trustee Gary Howard moved to approve the consent calendar items as follows:

- A. Minutes of the Regular Governing Board Meeting of December 5, 2022
- B. Minutes of the Special Governing Board Meeting of December 8, 2022
- C. Bill Warrants
- D. Personnel Action Items
- E. Listed Donation-California Homebuilding Foundation
- F. Listed Donation-H & J Diaz Family Foundation
- G. Recycling Donations Received by the Eden Area ROP for the 2022-2023 School Year
- H. Adoption of Resolution 9-22/23: Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom Dated March 4, 2020, and Authorizing Remote Teleconference Meetings for the Period January 7, 2023 through February 6, 2023
- I. Quarterly Report on Williams Act Complaints and Resolutions
- J. Receipt of the Workability I Program Funds
- K. Budget Development Calendar for the 2023-2024 School Year
- L. Agreement with American Fidelity to Provide Section 125 Flexible Benefit Plan Services for the 2023 Calendar Year

- M. Addendum to the MOU with the California Homebuilding Foundation (CHF) to manage the Building Industry Technology Academy (BITA) from August 2022 through November 2024

Trustee Eveyln Gonzalez seconded the motion.

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 0
ABSTENTIONS: 1 (Ramos voted "Present")
ABSENT: 0

IX. Information Items

A. ROP Pathway Review- Public Safety

Brigitte Luna, Director of Educational Services, introduced Ashley Auguste, instructor, to report about the Public Safety pathway which is in the Public Services sector. Mrs. Auguste teaches the Careers in Law, Forensics and Public Safety program at the Center. Mrs. Auguste shared that the program provides work-based learning opportunities through guest speakers and field trips. She noted that the labor market trends in the next 10 years are showing an overall 3% increase in law enforcement employment and a 10% -15% increase in various specialized fields. The Careers in Law, Forensics and Public Safety program has a strong advisory that provides support in terms of curriculum development and in-class presentations from those with field experience. Mrs. Auguste provided an overview of the curriculum which includes scenario and practical activities, projects, and team building. She also shared that students have the opportunity to participate in the SkillsUSA competitions where they get to apply and demonstrate the skills they learned in the program. The program is articulated with Chabot College where students can earn college credit.

B. Midyear Review of the Superintendent's Goals

Blaine Torpey, Superintendent, updated the Board on the progress of his goals. He had several overarching goals and several items within each of those goals to help accomplish them.

Goal one is to reinforce organizational infrastructure and communication.

Goal two is to maintain and refine high quality CTE programs.

Goal three is to enhance systems supporting student success and monitoring.

Goal four is fiscal and resource management.

C. First Reading of Governing Board Policies, Administrative Regulations, and Board Bylaws

Blaine Torpey, Superintendent, shared that the Eden Area ROP has contracted with California School Boards Association (CSBA) to receive regular updates and suggested policy language for any additions, changes, or modifications to educational code that impacts policy. Staff has reviewed these updates and brought relevant changes to the Board for their consideration.

Superintendent Torpey presented to the Governing Board the first reading of the following board policies, administrative regulations, and board bylaw:

NUMBER	TYPE	TITLE	STATUS
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise
3250	BP	Transportation Fees	New
3250	AR	Transportation Fees	New
3260	AR	Fees and Charges	Revise
3460	BP	Financial Reports and Accountability	Revise
3460	AR	Financial Reports and Accountability	Revise
3515	BP	Campus Security	Revise
5131.7	BP	Weapons and Dangerous Instrument	Revise
5131.7	AR	Weapons and Dangerous Instrument	Revise
9323	BB	Meeting Conduct	Revise

The Governing Board agreed with the revisions of board policies, administrative regulations, and board bylaw.

X. Action Items

A. Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies and Administrative Regulations

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Eveyln Gonzalez the Governing Board approved the second reading and adoption of governing board policies and administrative regulations.

AYES: 3 (Campos, Gonzalez, Howard)
 NOES: 0
 ABSTENTIONS: 1 (Ramos voted "Present")
 ABSENT: 0

B. Request the Governing Board to approve the First Reading and Adoption of the Revisions to Governing Board Policy and Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions

Upon review of and a motion by Trustee Eveyln Gonzalez and a second by Trustee Gary Howard the Governing Board approved the first reading and adoption of the revisions to Governing Board Policy and Administrative Regulation 5141.21 Administering Medication and Monitoring Health Conditions.

AYES: 3 (Campos, Gonzalez, Howard)
 NOES: 0
 ABSTENTIONS: 1 (Ramos voted "Present")
 ABSENT: 0

C. Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2022

A motion was made by Trustee Evelyn Gonzalez to table the approval of Annual Auditor's Report for the fiscal year ending June 30, 2022 because the report was not made available to the public. She noted that the Governing Board members did receive a copy of the report. Trustee Joe Ramos seconded the motion.

The item was tabled without a roll call vote.

The approval of Action Item C will be added to the March 2, 2023 Board meeting. Anthony Oum, Fiscal Services Administrator introduced Niman Singh, Audit Manager from Eide Bailly, to provide an informational only report.

Mr. Singh stated that the audit has been completed for the Eden Area ROP for the year ending June 30, 2022. The audit was conducted in accordance with generally accepted Audit Principles and Government Auditing Standards. It is the opinion of Eide Bailly that the financial statements presented do materially represent the activities and the net position for the Eden Area ROP for the year ending June 30, 2022. He shared that their opinion is unmodified. He noted there was a change in accounting principles known as Government Accounting Standards Statement No. 87 which pertains to leases.

D. Request the Governing Board to approve the Adoption of Resolution 10-22/23: Career Technical Education Month (February)

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Eveyln Gonzalez the Governing Board approved the adoption of Resolution 10-22/23: Career Technical Education Month (February).

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 0
ABSTENTIONS: 1 (Ramos voted "Present")
ABSENT: 0

E. Request the Governing Board to approve the Governing Board Reorganization

Trustee Juan Campos moved to nominate Trustee Gary Howard for Board President. Trustee Eveyln Gonzalez seconded the motion. By the following vote the Governing Board approved to elect Trustee Gary Howard for President.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

Trustee Gary Howard moved to nominate Trustee Juan Campos for Board Vice-President. Trustee Evelyn Gonzalez seconded the motion. By the following vote the Governing Board approved to elect Trustee Juan Campos for Vice-President.

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 1 (Ramos)
ABSTENTIONS: 0
ABSENT: 0

F. Request the Governing Board to approve the Public Disclosure of Eden Area ROP Employees' Agreement for the 2022-2023 One-Time Inflationary Stipend

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Eveyln Gonzalez the Governing Board approved the Public Disclosure of Eden Area ROP Employees' Agreement for the 2022-2023 one-time inflationary stipend.

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 0
ABSTENTIONS: 1 (Ramos voted "Present")
ABSENT: 0

G. Request the Governing Board to approve the Adoption of the Eden Area ROP Core Values

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Joe Ramos the Governing Board approved the adoption of the Eden Area ROP Core Values.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

H. Request the Governing Board to approve Starting a New SkillsUSA Chapter at the Eden Area ROP

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Gary Howard the Governing Board approved the starting a new SkillsUSA Chapter at the Eden Area ROP.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

I. Request the Governing Board to approve the Agreement with Chabot Las Positas Community College District for a College and Career Access Pathways (CCAP) Partnership for the 2022-2023 School Year

Upon review of and a motion by Trustee Joe Ramos and a second by Trustee Evelyn Gonzalez the Governing Board approved the agreement with Chabot Las Positas Community College District for a College and Career Access Pathways (CCAP) Partnership for the 2022-2023 school year.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

J. Request the Governing Board to approve the Agreement with Language Line Services, Inc. for Interpretation and Translation Services for the 2022-2023 School Year

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Joe Ramos the Governing Board approved the agreement with Language Line Services, Inc. for interpretation and translation services for the 2022-2023 school year.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

K. Request the Governing Board to approve the Agreement with Sean Chew as a Consultant for the First Responder (Fire Science/EMT) Program for the 2022-2023 School Year

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Evelyn Gonzalez the Governing Board approved the agreement with Sean Chew as a consultant for the First Responder (Fire Science/EMT) Program for the 2022-2023 school year.

AYES: 3 (Campos, Gonzalez, Howard)
NOES: 0
ABSTENTIONS: 1 (Ramos voted "Present")
ABSENT: 0

L. Request the Governing Board to approve the Agreement with Teacher's Pension for Retirement and Financial Literacy Education for the 2022-2023 School Year

Upon review of and a motion by Trustee Evelyn Gonzalez and a second by Trustee Gary Howard the Governing Board approved the agreement with Teacher's Pension for retirement and financial literacy education for the 2022-2023 school year.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

M. Request the Governing Board to approve the MOU with GPS Education Partners and Johnson Controls (JCI) for Work-Based Learning Services for the 2022-2023 and 2023-2024 School Years

Upon review of and a motion by Trustee Gary Howard and a second by Trustee Evelyn Gonzalez the Governing Board approved the MOU with GPS Education Partners and Johnson Controls (JCI) for work-based learning services for the 2022-2023 and 2023-2024 school years.

AYES: 4 (Campos, Gonzalez, Howard, Ramos)
NOES: 0
ABSTAIN: 0
ABSENT: 0

XI. Communications

A. Letter from the Alameda County Office of Education regarding the First Interim

A letter from ACOE was received acknowledging the positive certification of the first interim.

XII. Superintendent's Report

Blaine Torpey, Superintendent, gave a warm and hearty welcome to the two new board members, Trustee Evelyn Gonzalez and Trustee Joe Ramos. He shared his excitement to have them on the team and share the great work that students and staff are doing to prepare students for what is ahead.

He shared that Eden Area ROP staff and students continue get the word out about Career Technical Education (CTE). Presentations were made to the Hayward Unified School District (HUSD) Board of Education and the San Leandro Kiwanis.

He noted that January kicked off the regional competitions for SkillsUSA. Students and staff have been preparing for the State competitions.

Superintendent Torpey reported that staff has been working closely with Chabot College to expand Dual Enrollment opportunities for students as well as explore other exciting options for students enhancing our educational system's responsiveness to student need.

He highlighted that the Eden Area ROP continues to apply for grants on behalf of our partner districts and as part of community-based consortiums to enhance our services. In the latest round of the Strong Workforce Program (SWP) Grant, the Eden Area ROP was awarded a \$2 million grant. The Eden Area ROP application was noted as an exemplar application around the state. Our preliminary Career Technical Education Incentive Grant (CTEIG) award was \$2.8 million. The Downtown Hayward Promise Neighborhood (HPN) Grant was approved. We were also approved for continued funding for our Workability Grant.

He continued by sharing that Governor's budget proposal was released and Eden Area ROP staff have been participating in budget workshops to understand the impact of the proposed budget and how best to plan for next year.

He reported that the Sophomore Tours continue. Each of the high schools in our partner districts send their sophomores to the Eden Area ROP Center where they are guided by our student ambassadors and tour each program where presentations are given by students.

Superintendent Torpey concluded his report by providing an achievement under each of his four goals.

Goal 1: Reinforce EAROP Organizational Infrastructure and Communication

- Program Communication: LanguageLine services are active and available to all Eden Area ROP staff.

Goal 2: Maintain and Refine High Quality CTE Programming

- Student Outcomes: Chabot College CCAP Agreement for Dual Enrollment credit for Spring 2023. Continued discussions on developing Middle College.

Goal 3: Enhance Systems to Support the Success of All Students

- Classified Staff Engagement: Classified staff meeting presentation from Teacher's Pension to support career planning for classified staff.

Goal 4: Fiscal and Resource Management, Leadership, and Innovation

- Advocacy: Participating in Career Technical Education Joint Powers Authority (CTE JPA) Coalition, CAROCP: The Association of Career and College Readiness Organizations, Association of California School Administrators (ACSA) Superintendents' Symposium, California Workforce Pathways Joint Advisory Committee (CWPJAC), Alameda

County Office of Education (ACOE) Superintendent's Council, School Services of California (SSC) Budget Workshop, Capitol Advisors Budget Workshop, Leadership Hayward, Keenan Insurance Structure.

XIII. Governing Board Reports

Trustee Juan Campos, San Lorenzo USD representative, welcomed Trustee Evelyn Gonzalez and Trustee Joe Ramos to the Governing Board.

XIV. Recess to Closed Session

The meeting was called into closed session at 8:06 p.m.

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**
- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957)**

XV. Reconvene to Open Session and Report any Action taken in Closed Session

The meeting resumed to open session at 8:45 p.m.

- A. Conference with Legal Counsel – Anticipated Litigation (Pursuant Government Code Section 54956.9)**

Board President, Juan Campos, announced that no action was taken.

- B. Public Employee Performance Evaluation: Superintendent (Government Code Sec. 54957)**

Board President, Juan Campos, announced that no action was taken.

XVI. Adjournment

The Governing Board meeting was adjourned in memory of:

- Joseph Newman, uncle of the Human Resources Administrator, Mercedes Henderson
- Alphonso Gastelum, uncle of the Director of Educational Services, Brigitte Luna
- Frank Hall, uncle of the Construction Technology Instructor, Bill Deslaurier
- Joseph De Abreu, uncle and godfather of the Marketing Instructor, Christina Charlton

The meeting adjourned at 9:09 p.m.

Approved by the Eden Area ROP Governing Board _____.

Blaine Torpey, Superintendent/Clerk to the Eden Area ROP Governing Board



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Sabrina Ubhoff, Accounting Technician
SUBJECT: Request the Governing Board to approve the Bill Warrants

CURRENT SITUATION

The bill warrants submitted for approval are for the period of January 19, 2023 through February 8, 2023 and include test warrant numbers and voided warrants.

CONSENT CALENDAR



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Mercedes Henderson, Human Resources Administrator
SUBJECT: Request the Governing Board to approve the Personnel Action Items

CURRENT SITUATION

The attached listing of personnel action items are the Eden Area ROP Superintendent's recommendations for approval.

CONSENT CALENDAR



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: Request the Governing Board to approve the Listed Donation-
H & J Diaz Family Foundation

BACKGROUND

Occasionally, gifts or monetary items are donated to the Eden Area ROP.

CURRENT SITUATION

On December 21, 2022, H & J Diaz Family Foundation made a monetary donation of \$2,422.00 to the Eden Area ROP.

A letter of acceptance will be sent to the donor.

CONSENT CALENDAR



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Statement of Facts Registry of Public Agencies Filing

BACKGROUND

Government Code Sections 53050 and 53051 require a Statement of Facts Registry of Public Agencies (formerly Roster of Public Agencies) to be filed whenever there is a change in the officers or members of a district's governing board (within 10 days after a change).

The Superintendent or designee shall verify that all information regarding the Eden Area ROP and the Board is filed accurately with the Registry of Public Agencies in the office of the Secretary of State, the County Clerk and the Alameda County Office of Education (ACOE). The verified information includes the name of the Eden Area ROP, the mailing address of the Eden Area ROP, the names and addresses of the presiding Governing Board officer, the Governing Board Clerk or Secretary and other members of the Governing Board.

CURRENT SITUATION

Now that the annual reorganization of the ROP Governing Board has been completed an updated Statement of Facts Registry of Public Agencies Filing will be submitted to the Secretary of State, the County Clerk and the Alameda County Office of Education (ACOE).

CONSENT CALENDAR



Secretary of State
Registry of Public Agencies
(Government Code section 53051)

SF-405

IMPORTANT — Read Instructions before completing this form.

There is **No Fee** for a Registry of Public Agencies filing

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

This Space For Office Use Only

1. Type of Filing (Check one.)

- ☐ Initial Filing (first Registry of Public Agencies filing for an agency)
☐ Updated Filing (change to an existing Registry of Public Agencies record)

2. Agency Information

a. Full Legal Name of Public Agency

b. Nature of Update (complete if Updated Filing)

c. County

d. Official Mailing Address

3. Chairperson, President, or Other Presiding Officer

a. Name

b. Title

c. Business or Residence Address

4. Clerk or Secretary

a. Name

b. Title

c. Business or Residence Address

5. Other Members of the Governing Board (Enter as many as applicable. Attach additional pages for additional members.)

Name

Business or Residence Address

Name

Business or Residence Address

Name

Business or Residence Address

Name

Business or Residence Address

Name

Business or Residence Address

6. Date and Sign Below (Additional members set forth on attached pages, if any, are incorporated herein by reference and made part of this Form SF-405, Registry of Public Agencies.)

Date

Signature

Type or Print Name

INFORMATION ITEMS



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Manuschka Michaud, Principal
SUBJECT: ROP Pathway Review-Food Service and Hospitality

BACKGROUND

The state of California has identified 15 industry sectors. Each sector contains multiple career pathways in which to develop programs of study. It is up to individual school districts and the region's corresponding colleges and businesses to conduct research into the needs of the industry and determine which sectors and careers can best serve the students, industry, and community. Pathways available vary by each district.

Formerly, the pathway reviews were presented to the Governing Board under the title "CDE Course Review." The Eden Area ROP has renamed the CDE Course Reviews to Pathway Reviews to more accurately reflect the information being shared with the Board and to align with the current terminology used by the state. Pathways reviews are presented to the Governing Board biennially.

CURRENT SITUATION

The Food Service and Hospitality pathway is under the Hospitality, Tourism, and Recreation sector. The Food Service and Hospitality pathway focuses on the key aspects of the industry. Students pursuing this career pathway have in-depth, hands-on experiences that emphasize industry awareness; sanitation and safe food handling; food and beverage production; nutrition; food service management; and customer service.

The attached pathway review is for the following program(s): Culinary Science IP/IIP.

RECOMMENDATION

Information only

SCHOOL DISTRICT:	EDEN AREA ROP	LOCATION:	Eden Area ROP		
PATHWAY:	Food Service and Hospitality			INSTRUCTORS:	Amanda Rose
Course Name		Enrollment as of 21-22 Year to Date	Enrollment as of 20-21 Year to Date	Enrollment as of 19-20 Year to Date	
Culinary Science IP		44	34	44	
Culinary Science IIP		1	N/A	N/A	
Comments: <ul style="list-style-type: none"> Required enrollment: Class enrollment maintained to sustain agreed master schedule for onsite and staffing. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Retention rate (Active Enrollment divided by Year-to-date Enrollment): 					
Textbook: Foundations of Restaurant Management & Culinary Arts Level I/II Edition: 1					
NO.	YES	NO			
1.	X		ENROLLMENT – Course meets current or future labor market news. CLASS SCHEDULE: AM/PM SECTIONS PER YEAR: MINS PER SECTION: EXPECTED MINIMUM STUDENTS PER SECTION: 2 (Center) 2 (Center) 3hrs Center 25+		
2.	X		AVAILABILITY OF QUALIFIED INSTRUCTOR – Qualified/ Credentialed Instructor teaching course.		
3.	X		LEADERSHIP – Instructional leaders have sufficient time and resources to implement system improvements and work with their counterparts in other programs.		
4.	X		CURRICULUM and INSTRUCTION – Students are provided with a strong experience in and understanding of all aspects of industry.		
5.	X		SCHOOL-TO-CAREER AND CAREER PATHWAY DEVELOPMENT – Course is designed as part of a sequence of courses, career pathways, etc.		
6.	X		ADVISORY COMMITTEE – The course has been reviewed and recommended by a pre-established committee. <input checked="" type="checkbox"/> Yes, instructor was present at advisory meeting and minutes are on file at EAROP. <input type="checkbox"/> No, instructor was not present at advisory. Program was represented, at a joint industrial, by EAROP personnel. Instructor MUST attend next advisory for program to meet compliance.		
7.	X		LABOR MARKET NEEDS – Course meets current or future labor market needs.		
8.	X		WORK BASED LEARNING – Course incorporates work-based learning opportunities (i.e. guest speakers, field trips, mock interviews, or student organizations)		
9.		X	COMMUNITY CLASSROOM AND COOPERATIVE VOCATIONAL EDUCATION – Course incorporates community classroom and cooperative vocational education (i.e., job training, internships, or job shadowing)		
10.	X		JOB PLACEMENT/FURTHER EDUCATION OPTIONS – Course has potential for student job placement in entry-level positions or course prepares students for further training opportunities within the designed career pathway.		
11.	X		FACILITIES AND EQUIPMENT ACCOMMODATION <input type="checkbox"/> District will provide a facility which adequately accommodates the program. <input checked="" type="checkbox"/> EAROP will provide a facility which adequately accommodates the program. <input type="checkbox"/> District shares cost of equipment if program is cross utilized.		
OTHER CONSIDERATIONS:					
<input checked="" type="checkbox"/> A-G Credit for UC			<input type="checkbox"/> State and National Licensing or Certification		
<input checked="" type="checkbox"/> Community College Articulation			<input checked="" type="checkbox"/> Strong Business or Industry Partnership		
<input type="checkbox"/> Dual Enrollment			<input type="checkbox"/> Emerging Technologies -		
COMPLIANCE CATEGORIES					
<input checked="" type="checkbox"/> R – Retain Program: Program meets all criteria.		<input type="checkbox"/> W - Watch Program: All criteria not met. See areas that need to be complied with.		<input type="checkbox"/> P - Probation: Criteria is not being met. Program in danger of suspension.	
				<input type="checkbox"/> R – Reduce Program: Downsizing program.	
				<input type="checkbox"/> S/T - Suspend/ Terminate program.	



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Craig Lang, Director of Adult Programs
SUBJECT: Adult Programs Update

BACKGROUND

The Adult Program started in the 2014-2015 school year. The focus of the of Adult Program is to provide short-term quality training to assist adults with increasing their current skill-set and/or transitioning into new careers.

CURRENT SITUATION

The Director of Adult Programs, Craig Lang, will give an update on current adult program offerings and describe plans for expanding classes in the future.

RECOMMENDATION

Information only

ACTION ITEMS



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the Second Reading and Adoption of Governing Board Policies, Administrative Regulations, and Board Bylaw

BACKGROUND

By law, districts are mandated to adopt policies and administrative regulations to help ensure that districts are legally compliant. New laws are passed by the legislature and congress every year and our policies can quickly become out-of-date

The Eden Area ROP's policy development process includes a first reading at a public Governing Board meeting and a subsequent second reading and adoption for Board approval at a public Governing Board meeting.

CURRENT SITUATION

The board policies, administrative regulations, and board bylaw listed below have been updated based on the feedback and discussion at the February 2, 2023 Governing Board meeting.

What follows is the second reading of updated board policies, administrative regulations, and board bylaws to reflect current law and regulations.

NUMBER	TYPE	TITLE	STATUS
0450	BP	Comprehensive Safety Plan	Revise
0450	AR	Comprehensive Safety Plan	Revise
3250	BP	Transportation Fees	New
3250	AR	Transportation Fees	New
3260	AR	Fees and Charges	Revise
3460	BP	Financial Reports and Accountability	Revise
3460	AR	Financial Reports and Accountability	Revise
3515	BP	Campus Security	Revise
5131.7	BP	Weapons and Dangerous Instrument	Revise
5131.7	AR	Weapons and Dangerous Instrument	Revise
9323	BB	Meeting Conduct	Revise

RECOMMENDATION

It is recommended that the Governing Board approve the second reading and adoption of Governing board policies, administrative regulations, and board bylaw.

Policy 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 03/05/2020

The Governing Board recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

The Superintendent or designee shall oversee the development of a districtwide comprehensive safety plan that is applicable to the Eden Area ROP Center. (Education Code 32281)

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review and approve the comprehensive school safety plan in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting..

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education (CDE) of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Access to Safety Plan(s) Access and Reporting

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

The Superintendent or designee shall also provide data to CDE pertaining to lockdown or multi-option response drills conducted at district schools in accordance with Education Code 32289.5. (Education Code 32289.5)

Regulation 0450: Comprehensive Safety Plan

Status: DRAFT

Original Adopted Date: 06/07/2012 | **Last Revised Date:** 03/05/2020

Content of the Safety Plan

Each comprehensive safety plan shall include an assessment of the current status of school crime committed on campus and at school-related functions. (Education Code 32282)

The assessment may include, but not be limited to, data on reports of school crime, suspension and expulsion rates, and surveys of students, parents/guardians, and staff regarding their perceptions of school safety.

The plan also shall identify appropriate strategies and programs that will provide or maintain a high level of school safety and address the school's procedures for complying with existing laws related to school safety, including the following that apply: (Education Code 32282)

1. Child abuse reporting procedures consistent with Penal Code 11164
2. Routine and emergency disaster procedures including, but not limited to:
 - a. Adaptations for students with disabilities in accordance with the Americans with Disabilities Act
 - b. An earthquake emergency procedure system in accordance with Education Code 32282
 - c. A procedure to allow public agencies, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare
3. Policies pursuant to Education Code 48915(d) for students who commit an act listed in Education Code 48915(c) and other school-designated serious acts which would lead to suspension, expulsion, or mandatory expulsion recommendations
4. Procedures to notify teachers of dangerous students pursuant to Education Code 49079
5. A policy consistent with the prohibition against discrimination, harassment, intimidation, and bullying pursuant to Education Code 200-262.4
6. Procedures for safe ingress and egress of students, parents/guardians, and employees to and from school
7. A safe and orderly school environment conducive to learning
8. The rules and procedures on school discipline adopted pursuant to Education Code 35291 and 35291.5
9. Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on campus and at school-related functions
10. Hate crime reporting procedures

Among the strategies for providing a safe environment, the school safety plan may also include:

1. Development of a positive school climate that promotes respect for diversity, personal and social responsibility, effective interpersonal and communication skills, self-esteem, anger management, and conflict resolution
2. Disciplinary policies and procedures that contain prevention strategies, such as strategies to prevent bullying, hazing, and cyberbullying, as well as behavioral expectations and consequences for violations
3. Curriculum that emphasizes prevention and alternatives to violence, such as multicultural education and literacy, character/values education, media analysis skills, conflict resolution, community service learning, and education related to the prevention of dating violence
4. Parent/guardian involvement strategies, including strategies to help ensure parent/guardian support and reinforcement of the school's rules
5. Prevention and intervention strategies related to the sale or use of drugs and alcohol which shall reflect

expectations for drug-free schools and support for recovering students

6. Collaborative relationships among the city, county, community agencies, local law enforcement, the judicial system, and the schools that lead to the development of a set of common goals and community strategies for violence prevention instruction

7. Eden Area ROP policy related to prohibiting the possession of firearms and ammunition on school grounds

8. Procedures for responding to the release of a pesticide or other toxic substance from properties located within one-quarter mile of the school

9. Procedures for receiving verification from law enforcement that a violent crime has occurred on school grounds and for promptly notifying parents/guardians and employees of that crime

10. Assessment of the school's physical environment, including a risk management analysis and development of ground security measures such as procedures for the closing campuses to outsiders, installing surveillance systems, securing the campus perimeter, protecting buildings against vandalism, and providing for a law enforcement presence on campus

11. Procedures to implement when a person interferes with or disrupts a school activity, remains on campus after having been asked to leave, or creates a disruption with the intent to threaten the immediate physical safety of students or staff

12. Crisis prevention and intervention strategies, which may include the following:

a. Identification of possible crises that may occur, determination of necessary tasks that need to be addressed, and development of procedures relative to each crisis, including the involvement of law enforcement and other public safety agencies as appropriate

b. Threat assessment strategies to determine the credibility and seriousness of a threat and provide appropriate interventions for the potential offender(s)

c. Assignment of staff members responsible for each identified task and procedure

d. Development of an evacuation plan based on an assessment of buildings and grounds and opportunities for students and staff to practice the evacuation plan

e. Coordination of communication to schools, Governing Board members, parents/guardians, and the media

f. Communication with parents/guardians of reunification plans and the necessity of cooperating with first responders

g. Development of a method for the reporting of violent incidents

h. Development of follow-up procedures that may be required after a crisis has occurred, such as counseling

13. Environmental safety strategies, including, but not limited to, procedures for preventing and mitigating exposure to toxic pesticides, lead, asbestos, vehicle emissions, and other hazardous substances and contaminants

14. Continuity of operations procedures to ensure that the district's essential functions are not disrupted during an emergency, to the extent possible

Policy 3250: Transportation Fees

Status: DRAFT

Original Adopted Date: Pending

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

The transportation fee shall be waived for any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. (Education Code 39807.5)

At the recommendation of the Superintendent or designee, the Board may also approve a waiver of a transportation fee for any group of Eden Area Regional Occupational Program (Eden Area ROP) students.

In addition, no charge shall be made for any transportation of a student with a disability. (Education Code 39807.5)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

The Board shall certify to the County Superintendent of Schools that the Eden Area ROP has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Regulation 3250: Transportation Fees

Status: DRAFT

Original Adopted Date: Pending

When approved by the Governing Board, the Eden Area Regional Occupational Program (Eden Area ROP) may charge transportation fees for students traveling to and from school. (Education Code 39807.5)

With Board approval, the Eden Area ROP may also charge transportation fees for:

1. Participants in a community recreation program offered pursuant to Education Code 10900-10914.5 (Education Code 10913, 39835)
2. Students traveling between the regular full-time schools of attendance and regular full-time occupational classes provided by a regional occupational center or program (Education Code 39807.5)
3. Matriculated or enrolled adults traveling to and from school, or adults pursuing other educational purposes (Education Code 39801.5)
4. Students traveling to and from a place of employment during summer in connection with a summer employment program for youth (Education Code 39837)

The total amount received by the Eden Area ROP from the state and parent/guardian fees shall not exceed the actual operating cost of home-to-school transportation during the fiscal year. If excess fees are collected due to errors in estimated costs, fees shall be reduced in succeeding years. (Education Code 10913, 39801.5, 39809.5, 39837)

Bus passes and tickets shall be sold, electronically, if available, and at the Eden Area ROP Center. No money shall be collected on school buses.

Regulation 3260: Fees And Charges

Status: DRAFT

Original Adopted Date: 03/05/2020

When approved by the Governing Board, the Superintendent or designee may impose a fee for the following: (5 CCR 350)

1. Insurance for medical or hospital service for students participating in field trips and excursions (Education Code 35331)
2. Expenses of students' participation in a field trip or excursion within the state or to another state, the District of Columbia, or a foreign country, as long as no student is prohibited from making the field trip due to lack of funds (Education Code 35330)
3. Student fingerprinting program, as long as the fee does not exceed the actual costs associated with the program (Education Code 32390)
4. Reimbursement to the Eden Area ROP for the direct cost of materials used by students to fabricate property they will take home for their own possession and use, such as wood shop, art, or sewing projects kept by students (Education Code 17551)
5. Home-to-school transportation and transportation between regular, full-time day schools and regional occupational centers, programs, or classes, as long as the fee does not exceed the statewide average nonsubsidized cost per student, and an exemption is made for any student with a disability, or any student who is eligible for free or reduced-price meals, any student is an English learner, or any student who is a foster youth. (Education Code 39807.5)
6. Transportation for students to and from their places of employment in connection with any summer employment program for youth (Education Code 39837)
7. An adult education or secondary school community service class in civic, vocational, literacy, health, family and consumer sciences, technical, and general education, not to exceed the cost of maintaining the class (Education Code 51810-51815)
8. Eye safety devices worn in courses or activities involving the use of hazardous substances likely to cause injury to the eyes, when being sold to students and/or teachers or instructors to keep and at a price not to exceed the Eden Area ROP's actual costs (Education Code 32033)
9. Actual cost of furnishing copies of any student's records, except that no charge shall be made for furnishing up to two transcripts or two verifications of a former student's records or for reproducing records of a student with a disability when the cost would effectively prevent the parent/guardian from exercising the right to receive the copies (Education Code 49065, 56504)
10. Actual cost of duplication for reproduction of the prospectus of school curriculum or for copies of public records (Education Code 49091.14; Government Code 6253)
11. Food sold at school, subject to the California Universal Meals Program, free and reduced-price meal program eligibility, and other restrictions specified in law (Education Code 38084) , 49501.5)
12. In accordance with law, replacement cost or reimbursement for lost or willfully damaged Eden Area ROP books, supplies, or property, or for Eden Area ROP property loaned to a student that the student fails to return (Education Code 19910-19911, 48904)
13. Tuition for Eden Area ROP attendance by an out-of-state or out-of-country resident (Education Code 48050, 48052, 52613; 8 USC 1184)
14. Adult education books, materials, transportation, and classes, except that no fee may be charged for classes in elementary subjects, classes for which high school credit is granted when taken by a person who does not hold a high school diploma, or classes in English and citizenship (Education Code 39801.5, 52612, 60410)
15. Preschool and child care and development services, in accordance with the fee schedule established by the Superintendent of Public Instruction, unless the family qualifies for subsidized services or the program is exempted from fees by law (Education Code 8239, 8250, 8263) 8211, 8213, 8252-8254)

Collection of Debt

Before pursuing payment of any debt that has accumulated from unpaid permissible fees, the Superintendent or designee shall provide an itemized invoice for any amount owed by the parent/guardian on behalf of a student or former student. The invoice shall reference Eden Area ROP policies related to debt collection and the rights established pursuant to Education Code 49014 and 49557.5. For each payment received, the Eden Area ROP shall provide a receipt to the parent/guardian. (Education Code 49014)

The Superintendent or designee shall not sell debt owed by a parent/guardian of a student or former student. (Education Code 49014)

Policy 3460: Financial Reports And Accountability

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Reviewed Date:** 03/05/2020

The Governing Board is committed to ensuring public accountability and the fiscal health of the Eden Area ROP. The Board shall adopt sound fiscal management policies, and practices oversee the Eden Area ROP's financial condition, and continually evaluate whether the Eden Area ROP's budget and financial operations support the Eden Area ROP's vision and goals for student achievement.

The Superintendent or designee shall ensure that Eden Area ROP financial reports are prepared in accordance with law and in conformity with generally accepted accounting principles and financial reporting standards stipulated by the Governmental Accounting Standards Board and the California Department of Education (CDE). The Superintendent or designee shall establish a system of ongoing internal controls to ensure the reliability of financial reporting.

When required by law or the Board, the Superintendent or designee shall submit to the Board reports of the Eden Area ROP's financial status, including, but not limited to, any report specified in this Board policy or accompanying administrative regulation. When submission of any such report to a local, state, and/or federal agency requires Board approval, the Superintendent or designee shall provide the report to the Board in sufficient time to enable the Board to carefully review the report.

The Board shall regularly assess the Eden Area ROP's financial position and communicate the results to the public, and shall use financial reports to determine the actions and budget amendments, if any, that are needed to ensure the Eden Area ROP's financial stability. If Eden Area ROP conditions predict fiscal distress or indicate that the Eden Area ROP might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall take action to resolve these conditions without delay. The Board shall work cooperatively with the County Superintendent of Schools to improve the Eden Area ROP's fiscal health and may contract with an external individual or organization to provide the Eden Area ROP with needed advice or fiscal management and training.

Unaudited Actual Receipts and Expenditures

On or before September 15, the Board shall approve and file with the County Superintendent a statement of the Eden Area ROP's unaudited actual receipts and expenditures for the preceding fiscal year. The Superintendent or designee shall prepare this statement using the state's standardized account code structure (SACS) as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42100)

Interim Reports/Certification of Ability to Meet Fiscal Obligations

Each fiscal year, the Superintendent or designee shall submit two interim reports to the Board. The first report shall cover the Eden Area ROP's financial and budgetary status for the period ending October 31 and the second report shall cover the period ending January 31. These reports and supporting data shall be made available by the Eden Area ROP for public review. (Education Code 42130)

Within 45 days after the close of the period reported, the Board shall approve the interim report and, on the basis of the interim report and any additional financial information known by the Board, shall certify in writing whether the Eden Area ROP will be able to meet its fiscal obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. The certification shall be classified as one of the following: (Education Code 42130, 42131)

1. "Positive certification" indicating that the Eden Area ROP will meet its financial obligations for the current fiscal year and two subsequent fiscal years
2. "Qualified certification" indicating that the Eden Area ROP may not meet its financial obligations for the current fiscal year or two subsequent fiscal years
3. "Negative certification" indicating that the Eden Area ROP will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year

The Superintendent or designee shall submit a copy of each interim report and certification to the County Superintendent using the state's SACS software, as prescribed by the SPI. (Education Code 42130, 42131)

If the Eden Area ROP's certification is subsequently changed by the County Superintendent from a positive to a qualified or negative certification, or from a qualified to a negative certification, the Board may appeal the decision to

the SPI within five days of receiving the notice of change. (Education Code 42131)

Whenever the Eden Area ROP receives a qualified or negative certification from the Board or the County Superintendent, the Superintendent or designee shall cooperate in the implementation of any remedial actions taken or prescribed by the County Superintendent. u(Education Code 42131)

If the second interim report is accompanied by a qualified or negative certification, the Board shall, no later than June 1, provide to the County Superintendent, the State Controller, and the SPI a financial statement as of April 30 ("third interim report") that projects the Eden Area ROP's fund and cash balances through June 30. (Education Code 42131)

If at any time during the fiscal year, the County Superintendent concludes that the Eden Area ROP's budget does not comply with the standards and criteria for financial stability and conducts a comprehensive review of the Eden Area ROP's financial and budgetary conditions the Board shall review any report of the County Superintendent's findings and recommendations at a public Board meeting. Within 15 days of receiving the report, the Eden Area ROP shall notify the County Superintendent and the SPI of the Board's proposed actions on the recommendation. (Education Code 42637)

Audit Report

By April 1 of each year, the Board shall provide for an annual audit of the Eden Area ROP's books and accounts. (Education Code 41020)

To conduct the audit, the Board shall select a certified public accountant or public accountant licensed by the State Board of Accountancy from among those deemed qualified by the State Controller. (Education Code 41020, 41020.5)

Except when, as determined by the Education Audits Appeal Panel, no otherwise eligible auditor is available, a public accounting firm whose lead or coordinating audit partner having primary responsibility for the audit or whose audit partner responsible for reviewing the audit has performed audit services for the Eden Area ROP in each of the six previous fiscal years shall not be selected to perform an Eden Area ROP audit. (Education Code 41020)

No later than December 15, the report of the audit for the preceding fiscal year shall be filed with the County Superintendent, the CDE, and the State Controller. (Education Code 41020)

Prior to December 15 whenever possible, but in no case later than January 31, the Board shall review, at an open meeting, the annual Eden Area ROP audit for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or any issue raised in a management letter. (Education Code 41020.3)

The Board shall have an opportunity at the meeting to ask questions of the auditor and request further information about the audit findings.

Regulation 3460: Financial Reports And Accountability

Status: DRAFT

Original Adopted Date: 03/05/2020

Interim Reports

Each interim report developed pursuant to Education Code 42130 shall include an assessment of the Eden Area ROP budget as revised to reflect current information regarding the adopted state budget, Eden Area ROP property tax revenues, if any, and ending balances for the preceding fiscal year. (Education Code 42130, 42131)

Interim reports shall be based on State Board of Education (SBE) criteria and standards which address fund and cash balances, reserves, deficit spending, salaries and benefits, revenues and expenditures, and facilities maintenance. For purposes of assessing projections of revenue, the first interim report shall be compared to the adopted Eden Area ROP budget, and the second interim report shall be compared to the projections in the first interim report. (Education Code 42130; 5 CCR 15453-15464)

An Interim report shall also provide supplemental information regarding contingent liabilities, use of one-time revenues for ongoing expenditures, contingent revenues, contributions (i.e., projected contributions from unrestricted general fund resources to restricted general fund resources, projected transfers to or from the general fund to cover operating deficits in the general fund or any other fund, and capital project cost overruns that may impact the general fund budget), long-term commitments, unfunded liabilities, temporary interfund borrowings, and the status of other funds. (Education Code 42130; 5 CCR 15453, 15464)

Audit Report

The Superintendent or designee shall establish a timetable for the completion and review of the annual audit within the deadlines established by law.

The Superintendent or designee shall provide the necessary financial records and cooperate with the independent auditor selected by the Governing Board to ensure that the audit report contains all information required by law and the Governmental Accounting Standards Board (GASB).

The Eden Area ROP audit shall include all income and expenditures by source of funds, including the student body accounts, state and federal grant funds, and any other funds under the Eden Area ROP's control or jurisdiction, as well as an audit of student attendance procedures. (Education Code 41020)

If an audit finding results in the Eden Area ROP being required to repay an apportionment or pay a penalty, the Eden Area ROP may appeal the finding to the Education Audit Appeals Panel by making an informal summary appeal within 30 days of receiving the final audit report or initiating a formal appeal within 60 days of receiving the report. (Education Code 41344, 41344.1)

While a public accounting firm is performing the audit of the Eden Area ROP, it shall not provide any nonauditing, management, or other consulting services for the Eden Area ROP except as provided in Government Auditing Standards, Amendment #3, published by the U.S. Government Accountability Office. (Education Code 41020)

Lease Accounting

Any lease agreement involving the Eden Area ROP, whether as lessor or lessee, shall be classified as a short-term lease, a contract that transfers ownership, or a lease other than short-term lease and contract that transfers ownership. Eden Area ROP financial statement disclosures and schedules related to any lease shall comply with the standards specified in GASB 87.

Negative Balance Report

Whenever the Eden Area ROP reports a negative unrestricted fund balance or a negative cash balance in its annual budget or annual audit report, it shall include in the budget a statement that identifies the reasons for the negative unrestricted fund balance or negative cash balance and the steps that have been taken to ensure that the negative balance will not occur at the end of the current fiscal year. (Education Code 42127.5)

Other Postemployment Benefits Report

The Eden Area ROP's financial obligation for OPEBs shall be reevaluated every two years in accordance with GASB 75.

Policy 3515: Campus Security

Status: DRAFT

Original Adopted Date: 03/05/2020 | **Last Revised Date:** 12/09/2021 | **Last Reviewed Date:** 12/09/2021

The Governing Board is committed to providing a school environment that promotes the safety of students, staff, and visitors to school grounds. The Board also recognizes the importance of protecting the Eden Area Regional Occupational Program (Eden Area ROP) property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures, which may be included in the Eden Area ROP's comprehensive safety plan. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

Additionally, the Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the Eden Area ROP's processes and procedures related to the protection of the Eden Area ROP's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

Reporting Threats

Any certificated or classified employee, or other school official, whose duties bring the employee or other school official in contact on a regular basis with students in any of grades 6-12, as part of a middle or high school, who are alerted to or observe any threat or perceived threat of a homicidal act, as defined, shall immediately report the threat or perceived threat to law enforcement in accordance with Education Code 49393. (Education Code 49390, 49393)

Threat or perceived threat means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depictions of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student, or other individual.

Additionally, anyone who receives or learns of a health or safety threat related to school or a school activity is encouraged to report the threat to a school or Eden Area ROP administrator.

Surveillance Systems

In consultation with the Eden Area ROP's safety planning committee, the Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras may not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the Eden Area ROP's surveillance equipment shall be disabled so that sounds are not recorded.

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous and targeted locations around school buildings and grounds. These signs shall state that the facility uses video surveillance equipment for security purposes and that the equipment may or may not be actively monitored at any time. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the Eden Area ROP's surveillance system and that the recordings may be used in disciplinary proceedings and/or referred to local law enforcement, as appropriate.

To the extent that any images from the Eden Area ROP's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy and administrative regulation.

Policy 5131.7: Weapons And Dangerous Instruments

Status: DRAFT

Original Adopted Date: 06/05/2020

The Governing Board recognizes that students and staff have the right to a safe and secure campus free from physical and psychological harm and to protection from the dangers presented by firearms and other weapons.

Possession of Weapons

The Board prohibits any student from possessing weapons, imitation firearms, or other dangerous instruments, as defined in law and administrative regulation, in school buildings, on school grounds, when using Eden Area ROP provided transportation, at school-related or school-sponsored activities away from school, or while going to or coming from school.

If a student is in possession of a prohibited weapon, imitation firearm, or dangerous instrument which creates a threat or perceived threat of a homicidal act, any employee or other school official who is alerted to or observes such threat shall immediately report the threat to law enforcement.

Under the power granted to the Board to protect the safety of students, staff, and others on Eden Area Regional Occupational Program (Eden Area ROP) property and to maintain order and discipline in the schools, any school employee is authorized to confiscate any prohibited weapon, imitation firearm, or dangerous instrument from any student on school grounds.

The Superintendent or designee shall notify law enforcement authorities when any student possesses a firearm, explosive, or other prohibited weapon or dangerous instrument without permission, sells or furnishes a firearm, or commits any act of assault with a firearm or other weapon. (Education Code 48902; Penal Code 245, 626.9, 626.10; 20 USC 7961)

All staff shall be made aware of their responsibilities regarding the reporting of potential homicidal acts to law enforcement, and receive training in the assessment and reporting of such threats.

Reporting of Dangerous Objects

The Board encourages students to promptly report the presence of weapons, injurious objects, or other suspicious activity to school authorities. The identity of a student who reports such activity shall remain confidential to the extent permitted by law.

The Superintendent or designee shall develop strategies designed to facilitate student reporting of the presence of injurious objects on school grounds, such as tip hotlines, electronic transmissions, or other methods that preserve the student's anonymity. Incident reports and records shall not identify the student who reported the possession. The Superintendent or designee shall also inform staff, students, and parents/guardians that students who report the presence of injurious objects on school campuses are to be protected and their identity shielded.

Regulation 5131.7: Weapons And Dangerous Instruments

Status: DRAFT

Original Adopted Date: 06/05/2020

Prohibited weapons and dangerous instruments include, but are not limited to: (Education Code 48915, 49330; Penal Code 626.10, 16100-17360, 30310)

1. Firearms: pistols, revolvers, shotguns, rifles, machineguns, "zip guns," "stun guns," tasers, cane, guns, camouflaging firearms, and any other device from which is expelled through a barrel and capable of propelling a projectile by the force of an explosion or other form of combustion
2. Ammunition or reloaded ammunition
3. Knives, razor blades, and box cutters: any dirks, daggers (or concealed dirks or daggers), cane swords, ice picks, or other weapons with a fixed, sharpened blade fitted primarily for stabbing, weapons with a blade fitted primarily for stabbing, weapons with a blade longer than three and one-half inches, folding knives with a blade that locks into place, switchblade knives, and razors with an unguarded blade
4. Explosive and/or incendiary devices: pipe bombs, time bombs, rockets or rocket propelled projectile launchers, cap guns, bullets containing or carrying an explosive agent, containers of inflammable fluids, and other hazardous devices or concealed explosive substances
5. Any instrument that expels a metallic projectile, such as a BB or a pellet, through the force of air pressure, carbon dioxide pressure, or spring action, or any spot marker gun
6. Any other dangerous device, instrument, or weapon, including those defined in Penal Code 16000-34370, including a blackjack, slingshot, billy, nunchaku, sandclub, sandbag, metal knuckles, or any metal plate with three or more radiating points with one or more sharp edges designed for use as a weapon
7. Any imitation firearm, defined as a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm

Any employee may take any weapon or dangerous instrument from the personal possession of a student while the student is on school premises or under the authority of the Eden Area Regional Occupational Program (Eden Area ROP). (Education Code 49331, 49332)

In determining whether to take possession of the weapon or dangerous instrument, the employee shall use the employee's own judgment as to the dangerousness of the situation and, based upon this analysis, shall take one of the following actions:

1. Confiscate the object and deliver it to the Superintendent or designee immediately
2. Immediately notify the Superintendent or designee, who shall take appropriate action
3. Immediately notify the local law enforcement agency and the Superintendent

When informing the administration about the possession of a weapon or dangerous instrument, the employee shall report the name(s) of persons involved, witnesses, location, and the circumstances of the possession.

The Superintendent or designee shall report any possession of a weapon or dangerous instrument to the student's parents/guardians by telephone or in person, and shall follow this notification with a letter.

The employee shall retain possession of the instrument until the risk of its use as a weapon has dissipated or, upon the request of the student's parent/guardian, until the parent/guardian appears and personally takes possession. (Education Code 49331, 49332)

Bylaw 9323: Meeting Conduct

Status: DRAFT

Original Adopted Date: 06/05/2020 | **Last Revised Date:** 02/03/2022

Meeting Procedures

All Governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with Board bylaws and posted and distributed in accordance with the Brown Act (open meeting requirements) and other applicable laws.

The Board president shall conduct Board meetings in accordance with Board bylaws and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be adjourned by 10:30 p.m. unless extended to a specific time determined by a majority of the Board. The meeting shall be extended no more than once and, if necessary, may subsequently be adjourned to a later date.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. When a member abstains, the abstention shall not be counted for purposes of determining whether a majority of the membership of the Board has taken action.

Public Participation

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct Eden Area Regional Occupational Program (Eden Area ROP) business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)
2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)
3. Without taking action, Board members or Eden Area ROP staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda. Additionally, on their own initiative or in response to questions posed by the public, a Board members or staff member may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to

comment as briefly as the subject permits.

In general, individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input, and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

6. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

c. The Board shall not prohibit public criticism of Eden Area ROP employees. However, whenever a member of the public initiates specific complaints or charges against an individual employee, the Board president shall inform the complainant of the appropriate complaint procedure.

7. The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board

and remove the individual from the meeting.

The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may

make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year Ending June 30, 2022

BACKGROUND

Pursuant to the standards for financial and compliance audits, the Eden Area ROP is audited by an independent auditor in compliance with the Government Auditing Standards, issued by the Controller General of the United States, and Standards and Procedures for Audits of California K-12 Local Educational Agencies, as prescribed by the State Controller.

CURRENT SITUATION

At the February 2, 2023 Board meeting, the Governing Board elected to table Action Item C, Request the Governing Board to approve the Annual Independent Auditor's Report for the Fiscal Year June 30, 2022, for a vote on March 2nd.

For the Fiscal Year ending June 30, 2022, the Eden Area ROP exhibits compliance with the Governmental Accounting Standards Board (GASB) Statement No. 34 – Basic Financial Statement – and Management's Discussion and Analysis – for State and Local Governments. Included in the report is the Eden Area ROP management analysis of the Program's overall financial position called the Management Discussion and Analysis (MD&A). Per GASB Statement No. 34, fund financial statements now focus on major funds and they are prepared using the full accrual accounting method, including the reporting of major classes of capital assets.

The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the Governing Board approve the Annual Independent Auditor's Report for the fiscal year ending June 30, 2022.



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the 2022-2023 Second Interim Report

BACKGROUND

The Second Interim Report reflects revenues and expenditures as of January 31, 2023. The report was prepared and reviewed in accordance with all federal, state and local adopted criteria and standards using Local Control Funding Formula (LCFF) and Local Control Action Plan (LCAP).

The District Board of Education shall certify in writing whether or not Eden Area ROP is able to meet its financial obligations for the remainder of the 2022-2023 fiscal year and, based on current forecasts, for the next two subsequent fiscal years (i.e., FY 2023-2024 and 2024-2025). The certifications shall be classified as either positive, qualified, or negative, pursuant to standards and criteria adopted by the State Board of Education (Education Code 33127). Eden Area ROP is certifying a positive certification, and that staff prepared the report, along with assumptions using the School Services of California (SSC) Inc. Dartboard as well as Alameda County Office of Education (ACOE) guidelines. In certifying the 2022-2023 Second Interim Report as positive, the Board understands its fiduciary responsibility to maintain fiscal solvency for the current and the two subsequent fiscal years.

The report confirms the Eden Area ROP's ability to meet all financial obligations for the current FY 2022-2023 and two subsequent fiscal years (i.e., FY 2023-2024 and 2024-2025). Finally, the Eden Area ROP continues to meet and exceed AB 1200 requirements. The report is included under separate cover and is available for review by the public upon request.

RECOMMENDATION

It is recommended that the Governing Board approve the 2022-2023 Second Interim Report.



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
SUBJECT: Request the Governing Board to approve the adoption of Resolution 11-22/23: Mid-Year Additions/Changes-Revised Signature Card

BACKGROUND

Education Code Section 42632 for K-12 requires that signatures of all governing board members and signatures of persons authorized by the governing board to sign orders must be filed with the County Superintendent of Schools.

Annually, the Eden Area ROP files signature cards by way of resolutions for authorized agents and Governing Board members.

Any time during the school year that there is a change (addition or replacement) of authorized agents or Governing Board members, the Alameda County Office of Education requires a mid-year revision to any applicable signature cards.

CURRENT SITUATION

On August 4, 2022, the Governing Board approved:

- Resolution 2-22/23: Signature Card Board Members
- Resolution 3-22/23: Signature Card-Authorized Agents: Payroll Warrants and Disbursements
- Resolution 4-22/23: Signature Card-Authorized Agents: Official Documents and Reports

As of January 2023, the Eden Area ROP has had two replacements on the Governing Board. Attached is Resolution 11-22/23: Mid-Year Additions/Changes-Revised Signature Card that reflects the changes.

RECOMMENDATION

It is recommended that the Governing Board approve the adoption of Resolution 11-22/23: Mid-Year Additions/Changes-Revised Signature Card.

EdenAreaROP

RESOLUTION NO. 11-22/23

Mid-Year Additions/Changes-Revised Signature Card

REVISED SIGNATURE CARD FOR:

- ☐ **Authorized Agents-Payroll Warrants & Disbursements**
- ☐ **Authorized Agents-Official Documents & Reports**
- ☒ **Board Members**

TO THE ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS:

AUTHORIZED AGENTS - PAYROLL WARRANTS & DISBURSEMENTS

Pursuant to Education Code Section 42632 for K-12 Education and Section 85232 for Community Colleges, each order drawn on the funds of our school district shall be signed by at least a majority of the members of the governing board of the district or by a person(s) authorized by the governing board to sign orders in its name.

The following signature is the person in addition to signatures authorized by the governing board to sign orders in its name:

Signature	Type Name
<input type="checkbox"/> Additional <input type="checkbox"/> Replacement	Title
	Type Name

AUTHORIZED AGENTS - OFFICIAL DOCUMENTS & REPORTS

Signature	Type Name
<input type="checkbox"/> Additional <input type="checkbox"/> Replacement	Title
	Type Name

BOARD MEMBERS

Signature	Eveyln Gonzalez
<input type="checkbox"/> Additional <input checked="" type="checkbox"/> Replacement	Type Name
	James Aguilar
	Type Name

_____ Signature	Joe Ramos _____ Type Name
<input type="checkbox"/> Additional <input checked="" type="checkbox"/> Replacement	Replaces: _____ Gabriel Chaparro _____ Type Name

PASSED AND ADOPTED by the Governing Board of the Eden Area ROP on this 2nd day of March 2023 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

By approval of this resolution, I hereby certify that the signature(s) appearing above are true and were affixed in my presence.

Date

Signature, President of the Governing Board



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Operational Transfer of Banking Services for Adult Education Programs from Wells Fargo Bank to Fremont Bank

BACKGROUND

The Eden Area ROP's Adult Education program has their checking account with Wells Fargo Bank.

CURRENT SITUATION

In an effort to conduct business with local entities, and to consolidate all accounts under Fremont Bank, currently five in total, this change would be the sixth account with Fremont Bank.

RECOMMENDATION

It is recommended that the Governing Board approve the operational transfer of banking services for Adult Programs from Wells Fargo Bank to Fremont Bank.



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with ConvergeOne, Inc. for VoIP Telephone Migration Services from AT&T to RingCentral Inc. for the 2022-2023 School Year

BACKGROUND

On December 10, 2020 (Consent Item E), the Eden Area ROP Governing Board approved a two-year contract with AT&T for AT&T Office@Hand to provide VoIP (Voice over Internet Protocol) telephone services. Although this contract recently expired on December 16, 2022, the Eden Area ROP is currently operating on a month-to-month billing plan.

CURRENT SITUATION

In a continuing Eden Area ROP's VoIP telephone services under a different carrier, ConvergeOne, Inc. will assist the Eden Area ROP with the migration of up to 60 lines from AT&T to RingCentral Inc.

RECOMMENDATION

It is recommended that the Governing Board approve the Agreement with ConvergeOne, Inc. for VoIP Telephone Migration Services from AT&T to RingCentral Inc. for the 2022-2023 School Year.



ACO - Professional Services

PREPARED FOR: Eden Area Regional Occupational Program

PREPARED BY: Kahla Fortin
National Account Manager
KFortin@convergeone.com

Dee Belsky
Cloud Solutions Consultant
DBelsky@convergeone.com

REFERENCE: Opportunity: OP-000710009
Solution: SO-000793395
Quote(s): QU-000451207

DATE: March 3, 2023

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1. CONFIDENTIALITY NOTICE

THE INFORMATION CONTAINED HEREIN IS CONSIDERED CONFIDENTIAL AND PROPRIETARY, PRODUCED SOLELY FOR THE CUSTOMER IDENTIFIED ABOVE.

This Statement of Work ("SOW") is proprietary to ConvergeOne, Inc. and contains ConvergeOne, Inc. Confidential Information. It may not be disclosed in whole or in part without the express written authorization of ConvergeOne. No portion of this SOW may be duplicated or used for any purpose other than to receive Services or deliverables from ConvergeOne described herein.

2. SCOPE OF WORK - TERMS AND CONDITIONS

This Statement of Work or Scope of Work ("SOW") and the applicable Solution Summary (and any documents attached thereto and incorporated therein by reference) (collectively, this "Order") is subject to the following terms and conditions (the "MSA" or the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "ConvergeOne" or "Seller") and Eden Area Regional Occupational Program ("Customer"); or (ii) if no such master agreement is currently in place between ConvergeOne and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customers Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates, and/or subsidiaries, ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications located at <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary, this SOW and any other applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

The Customer's signature on this Order (or Customers issuance of a purchase order in connection with this Order) shall represent the Customers agreement with each document in this Order.

This Order may include the sales of any of the following to Customer: (a) any hardware, third-party software, and/or Seller software (collectively, "Products"); any installation services, professional services, and/or third-party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications

("Maintenance Services"). For ease of reference only, Professional Services, Managed Services, and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Any dates and/or time intervals listed in this Order are approximate and for planning purposes only. ConvergeOne will use commercially reasonable efforts to accommodate any requested dates; provided, however, project milestones will be fully discussed and mutually agreed upon between ConvergeOne and Customer after project kickoff.

Products and/or Services not specifically itemized are not provided herein. Any additional applications, technologies, integrations, or other Products and/or Services not specified herein, are not included in this SOW and may result in additional charges at any time during the project.

Unless signed, this Order will be valid for a period of thirty (30) days following the date hereof. Due to rapidly changing prices in the market for third-party Products and/or Services, after the expiration of the foregoing 30-day period, the Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s). Thereafter, this Order will no longer be of any force and effect.

The outline of deliverables for this Order follows below.

3. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this SOW, ConvergeOne will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of ConvergeOne and Customer resources.

The expected duration of this project has been budgeted at two (2) weeks from the time of kick-off to completion. If the project exceeds this timeframe, a project change order may be required to extend the engagement, resulting in additional fees.

4. PROJECT OVERVIEW

Thank you for the opportunity to work with you on the ACO - Professional Services project. This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of ConvergeOne personnel, and the responsibilities of the Customer.

5. AVAYA CLOUD OFFICE OVERVIEW:

ConvergeOne offers this Professional Services Engagement to optimize the implementation of your Avaya Cloud Office communications solution.

Our Professional Services Teams are comprised of highly-certified architects, engineers, and thought leaders. Our depth of experience and breadth of knowledge, enables us to efficiently deliver a best practice solution, specifically tailored to your unique business needs.

ConvergeOne will provide remote services to install the new Avaya Cloud Office System:

- ConvergeOne will program up to 55 Standard Users.
- ConvergeOne will work with Eden Area Occupational Program to port up to 55 numbers.
- ConvergeOne will perform 1 remote end user session and it will be recorded for the future, and 1 system administrator session.
- ConvergeOne will configure 2 custom button mappings, 2 call flow, 2 call queue and 2 auto attendant for day greetings and 2 auto attendant for after hours.
- ConvergeOne will show the customer how to change the firmware on (10) phones and the customer will finish the rest of the phones.

6. PROJECT SCOPE OF SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the Customers business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. ConvergeOne will conduct a meeting with the Customer to review and finalize the technical approach, constraints, and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

6.1. ACO PROJECT STAGES

ConvergeOne will provide the Services described in this SOW within the following primary stages of the Project.

- **Planning and Design Stage:** Project initiation, scope review, identification of resources, project schedule, test plans and solution design activities.
- **Data Gathering and Processing:** Complete Business Requirements Document, Collect Specific Client System Data, Phone Numbers, Users, etc.

- **Configuration Stage:** The configuration and administration of the Avaya Cloud Office system, configuration of User Profiles, Call Groups, Call Queues, Automated Attendant(s) (IVR), Call Flows, etc.
- **Hardware and Software Installation Stage:** The installation of Avaya hardware and core Avaya software applications, as applicable.
- **Testing Stage:** This stage includes the execution of the test plans, which include both testing and Customer user acceptance testing (UAT).
- **Knowledge Transfer and Training Stage:** This is the stage of the project during which the knowledge transfer / training is described in the "Knowledge Transfer and Training" Section of this SOW.
- **Cutover and Go Live Stage:** ConvergeOne will provide support for multiple site cutover events, in a phased approach, and next day go-live support for each site.
- **Project Completion Stage:** Confirmation that the Project objectives have been met and all Avaya deliverables have been completed.

PLANNING, DESIGN AND BUILD SERVICES

The ConvergeOne Project Manager will partner with the Customer to schedule Planning & Design sessions with Customer point of contact. The ConvergeOne Delivery Engineers collaborate with Customer to complete a Business Requirements Document (BRD).

ConvergeOne will:

- Consult with Eden Area Regional Occupational Program to complete the Business Requirements Document (BRD). ConvergeOne will use the BRD data to build and administer the users and calls flows within the Avaya Cloud Office Platform.
- Eden Area Regional Occupational Program will provide and/or confirm the following information collected within the in the BRD.
- Site information
- Detailed user information
- Existing telephone numbers to be ported to the Avaya Cloud Office system
- Call flow(s), Call Queue(s), Calling Group(s), Automated Attendant Architecture,
- Administrative Access Roles and Permissions
- Confirm and review account setup, features, and required user information
- Confirm and review Advanced Rules and Call Handling
- Confirm and review user information to be input into the platform (user names, extension numbers, email addresses, and E911/112 addresses)

The fully reviewed BRD is signed off by Customer's Project Manager and ConvergeOne's Project Manager prior to moving to deployment.

Delays in completing and returning this documentation may result in an adjustment of project timeline and additional fees.

TELEPHONE NUMBER PORTING

The Customer is responsible for authorizing the telephone number porting process by ConvergeOne, by completing the Letter of Agency (LOA). ConvergeOne shall provide guidance for porting data collection, and shall manage the submission of porting request(s). This effort pertains to those locations identified in this SOW document. Both Customer and ConvergeOne agree that ConvergeOne is not responsible for the portability of any individual number, or group of numbers, and the execution of the Professional Services Project Completion Form shall not be withheld by Customer for any delays in the porting of the numbers.

- The ConvergeOne Porting Specialist, upon Customer request, shall assist the Customer with this responsibility by performing the following tasks for each Site:
- The ConvergeOne Porting Specialist shall assist the Customer with the initial submission of port requests and shall assist in up to three (3) rejections/resubmissions per location, or 90 days from submission, whichever occurs first;
- Any additional port rejections will be the responsibility of the Customer;
- Customer shall provide ConvergeOne all appropriate Letters of Authorization ("LOA"s), billing information, and authorized signer information for each location;
- Porting submissions will include numbers mapped to correct route as "company" numbers or Direct Dial phone numbers;

KNOWLEDGE TRANSFER AND TRAINING

All knowledge transfer and training will be delivered remotely. All class materials will be sent electronically ahead of the scheduled class for Eden Area Regional Occupational Program to distribute to participants attending the training.

Training will be provided on consecutive business days during standard business hours (M-F, 8:00 to 17:00 local customer time).

ConvergeOne will provide the following knowledge transfer / training sessions during the course of the Project.

- ACO End User Basics for Train the Trainer (1 hour per session) 1 Sessions

This course will teach the core concepts of Avaya Cloud Office features to training instructors, so they can deliver the Avaya Cloud Office End-User Basics course to internal staff.

- ACO Admin Basics for System Admins (2 hours per session) 1 Session

Comprehensive overview of the Avaya Cloud Office administrative tools, and how to optimize your phone system for your business communications requirements. Basic Admin Functions, Moves, Adds, Changes.

DOCUMENTATION

ConvergeOne will provide the following documentation over the course of the Project.

- The executed BRD which will contain; as-built user data, call Flow(s), training plan, porting data, roles and permissions and overall deliverables as per Eden Area Regional Occupational Program's requirements.
- Post Implementation, Day 2 Support Transfer Documents which will contain; Contact Information to the Avaya Client Success Manager (CSM), Support Phone Number, and Links to Resources for Continued Training and Support.

PROJECT CLOSURE AND TRANSITION TO DAY TWO SUPPORT

ConvergeOne will provide documentation and process for transition to Day Two Support, which provides Eden Area Regional Occupational Program with the information and resources needed for continued support and maintenance of the platform.

7. PROJECT MANAGEMENT

ConvergeOne will provide Project Management Services to help you effectively manage the project and control risks during the deployment. ConvergeOne will designate a Project Manager who will act as the single point of accountability for all ConvergeOne contract deliverables for the duration of the Project. ConvergeOne follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

7.1. Project Manager

ConvergeOne will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by ConvergeOne, this individual will act as the Customers single point of contact for all planning and issues related to solution delivery. The ConvergeOne PM will work closely with the Customer to guide the implementation and work on a mutually agreed-upon schedule. The ConvergeOne Project Manager is responsible for the following:

- Conduct internal (ConvergeOne) and joint ConvergeOne/Customer meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.

- Schedule and manage required ConvergeOne resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track Customer and ConvergeOne project deliverables.
- Manage change orders and any associated billing with the Customer.
- Manage project closeout process, punch list, and Customer acceptance.

8. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either ConvergeOne or the Customer may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the ConvergeOne Project Manager. ConvergeOne will review the change and provide pricing as applicable before proceeding. The ConvergeOne Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the Customer, via email, or modified purchase order.

9. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this SOW, ConvergeOne shall provide the Customer with an Acceptance Form. Upon delivery of the Acceptance Form, the Customer has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. To refuse acceptance, the Customer must both indicate non-acceptance with written notification to ConvergeOne within the five (5) day period noted above and describe why it was not accepted. ConvergeOne shall have up to ten (10) days after the receipt of such notice to correct the error given it is within ConvergeOne scope and control to do so. The period to correct the error may be extended by mutual consent.

10. CUSTOMER RESPONSIBILITIES

10.1. Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on the Customers behalf.

- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all Customer responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.
- Attending all project status meetings.

10.2. Site Preparation:

- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store it in a secure area. Retain shipping documentation, and inventory shipments by box count, and report any apparent external damage to the ConvergeOne Project Manager.

10.3. Ensure availability of appropriate Customer resources that will:

- Assist in the development and execution of applicable test plans.
- Provide a qualified Network Administrator with working knowledge of Customer requirements.

11. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then ConvergeOne may modify the price, scope of work, or milestones. Any such modifications shall be managed by the Change Order Procedure.

11.1. General Assumptions

- Unless explicitly stated otherwise, all services will be delivered remotely
- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding ConvergeOne designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this scope of work.
- All services, documentation, and project deliverables will be provided in English only.
- The Customer is responsible for relocation, removal, and disposal of any previously installed Customer-owned equipment or cabling unless specifically agreed otherwise herein.

12. PROFESSIONAL SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this scope of work. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between the Customer and ConvergeOne credit department. Any change to the Project Pricing and Payment schedule will be managed through the Change Order procedures specified herein. All stated prices are exclusive of any taxes, fees, and duties or other amounts, however, designated and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this SOW (other than taxes based on the net income of ConvergeOne). The Customer shall pay any taxes related to services purchased or licensed pursuant to this SOW or the Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.

12.1. Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$9,921.00

- Milestone 1 (100%) - Final Customer Acceptance of the Project

12.2. Project Expenses:

There are no anticipated project-related expenses expected for this project above the price included in this SOW. In the event that the need for additional expense arises, a Change Order will be presented by the Project Manager for approval by the Customer in advance. ConvergeOne will make a reasonable effort to minimize expenses and will ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

13. CUSTOMER AUTHORIZATION TO PROCEED

The use of signatures on this SOW is to ensure agreement and understanding on project objectives and assumptions, and the work and deliverables to be performed by ConvergeOne. By signing below, the duly authorized Customer representative signifies their commitment to proceed with the project as described in this SOW.

Customer's Authorized Representative:


Signature

Anthony Oum
Printed Name

Fiscal Services Administrator
Title

03/02/2023
Date

TBD
PO Number

ConvergeOne Authorized Representative:

Signature

Printed Name

Title

Date

Solution Summary

ACO - Professional Services

Customer: Eden Area Regional Occupational Program	Primary Contact: Christopher Kwon
Ship To Address: 26316 HESPERIAN BLVD HAYWARD, CA 94545	Email: ckwon@edenrop.org
	Phone: (510) 293-2900
Customer ID:	National Account Manager: Kahla Fortin
Customer PO:	Email: KFortin@convergeone.com
	Phone: +18584016651

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Professional Services	\$9,921.00		One-Time		\$9,921.00
Project Subtotal	\$9,921.00				\$9,921.00
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$9,921.00				\$9,921.00

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/>. If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/>. In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

ACCEPTED BY:

BUYER:  Anthony Oum DATE: 03/02/2023 SELLER: _____ DATE: _____

TITLE: Fiscal Services Administrator TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
PROFESSIONAL SERVICES						
	1 Professional Services	Professional Services				\$9,921.00
PROFESSIONAL SERVICES Subtotal:						\$9,921.00
Total:						\$9,921.00



DATE: March 2, 2023
TO: ROP Governing Board
FROM: Blaine Torpey, Superintendent
PREPARED BY: Anthony Oum, Fiscal Services Administrator
SUBJECT: Request the Governing Board to approve the Agreement with RingCentral Inc. for VoIP Telephone Services from March 2023 through March 2026

BACKGROUND

On December 10, 2020 (Consent Item E), the Eden Area ROP Governing Board approved a two-year contract with AT&T for AT&T Office@Hand to provide VoIP (Voice over Internet Protocol) telephone services. Although this contract recently expired on December 16, 2022, the Eden Area ROP is currently operating on a month-to-month billing plan.

CURRENT SITUATION

In continuing Eden Area ROP's VoIP telephone services under a different carrier, RingCentral Inc. has been selected to continue with said services under a 36-month agreement with a renewal option for an additional 24 months.

RECOMMENDATION

It is recommended that the Governing Board approve the agreement with RingCentral Inc. for VoIP Telephone Services from March 2023 through March 2026.

INITIAL ORDER FORM – AVAYA CLOUD OFFICE SERVICES

This Initial Order Form is a binding agreement between RingCentral, Inc. (“**RingCentral**”), through its agent Avaya Inc. (“**Avaya**”), and **Eden Area Regional Occupational Program** (“**Customer**” or “**You**”) (together the “**Parties**”), for the purchase of the Services, licenses, and products listed herein. This Initial Order Form is subject to and incorporates the terms and conditions of: (i) the separate written agreement, executed by the Parties governing the purchase of the Services described in this Order Form, or (ii) the RingCentral Online Terms of Service available at <https://www.ringcentral.com/legal/eulatos.html>, if there is no written agreement in place (hereinafter (i) and (ii) referred to as the “**Agreement**”). Capitalized terms not defined herein shall have the same meanings as set forth in the applicable Agreement between the Parties. Unless agreed by both Parties in writing, any terms or conditions set forth in a Customer-issued purchase order or ordering document shall not apply. Avaya represents that it has the authority as RingCentral’s agent to bind RingCentral to this Order Form.

Customer

Eden Area Regional Occupational Program

26316 Hesperian Blvd
Hayward, CA 94545
United States

Christopher Kwon
5102932900
ckwon@edenrop.org

Service Provider

RingCentral, Inc.

20 Davis Drive
Belmont, CA 94002
United States

Service Commitment Period

Start Date: March 31, 2023

Initial Term: 36 Months

Renewal Term: 24 Months

Payment Schedule: Monthly

Avaya Cloud Office Services

Recurring Services			
Summary of Service	Qty	Rate	Subtotal
DigitalLine Unlimited Standard	55	\$17.99	\$989.45
DigitalLine Unlimited Standard		\$12.99	
e911 Service Fee		\$1.00	
Compliance and Administrative Cost Recovery Fee		\$4.00	
Additional Local Number	1	\$0.99	\$0.99
Monthly Recurring Services*			\$990.44

Total Initial Amount	\$990.44
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*Amounts are exclusive of applicable Taxes, Fees, and Shipping Charges.

Cost Center Billing

For customers with cost center billing, it is the customer's responsibility to provide cost center allocation information to the Avaya invoice billing team at least 10 days prior to the issuance of the invoice. After the information is received, it will be reflected on future invoices, but will not be adjusted retroactively on past invoices. If purchasing additional services through the administrative portal, it is the customer's responsibility to assign cost centers at the time of purchase; otherwise, those services will not be allocated by cost center on the next invoice. Please note that cost center allocation is not available for certain items, such as minute bundles and credit memos. For additional questions, please contact the ACO invoice billing team at acobilling@avaya.com.

Free Services Credit

Customer will be entitled to receive a one-time credit in the amount of 3,034.19 US Dollars. This credit will be applied against charges for recurring Services set forth in this Order Form, (and any taxes and fees associated with those Services), included in future invoices issued by RingCentral to Customer for the recurring Services included in this Order Form until the total amount of the credit is used. The Customer will be responsible to pay for any additional services and products, including without limitation, additional lines and extensions, seats, licenses, one-time services, usage base fees and bundles, IP devices, and their associated taxes and fees. This credit is non-transferable and non-refundable, and any unused amount will expire immediately upon termination of your Order Form.

Special Terms & Notes

Feature Addition

Customer's subscription entitles it to all features that are ascribed to the Avaya Cloud Office Standard Edition as they are described in the RingCentral website, as well as the features that follow:

- Multi-site Support
- Role-based access control with customized roles/permissions
- Inbound Caller ID Name
- Call Queue Routing Options

IN WITNESS WHEREOF, the Parties have executed this Initial Order Form above through their duly authorized representatives.

Customer

Eden Area Regional Occupational Program

For and on behalf of

RingCentral, Inc.

By: _____



Name: Anthony Oum

Title: Fiscal Services Administrator

Date: 03/02/2023

By: _____

Name: _____

Title: _____

Date: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement is effective as of the date of last signature (“**Effective Date**”) and made between:

Eden Area Regional Occupational Program (“**Customer**”)

Address:

26316 Hesperian Blvd
Hayward, CA 94545

RingCentral, Inc. (“**RingCentral**”)

Address:

20 Davis Drive
Belmont, CA 94002

By: _____



By: _____

Name: Anthony Oum

Name: _____

Title: Fiscal Services Administrator

Title: _____

Date: 03/02/2023

Date: _____

RingCentral is entering into this Agreement through its agent Avaya Inc. (“**Avaya**”). RingCentral and Customer are together referred to as the “**Parties**” and, along with Avaya for the purposes of the section titled “**Authority**” below, each individually as a “**Party**.”

1. The Master Services Agreement (“**Agreement**”) consists of the terms and conditions contained herein, and any Service Attachments applicable to Customer’s Services, and any other Attachments agreed by the Parties, are incorporated into and form a part of this Agreement.

Exhibit A – Definitions

Attachment A – Avaya Cloud Office Services

Attachment B – Professional Services Agreement

THE PARTIES AGREE AS FOLLOWS:

2. Ordering and Term

- A. Ordering Services.** Customer may order the Services set forth in the relevant Attachments, attached hereto, by executing an Order Form in the format provided by RingCentral. Customer must submit the Order Form to RingCentral either in writing or electronically via the Administrative Portal. The Order Form will identify the Services requested by Customer together with: (i) the price for each Service; (ii) scheduled Start Date; (iii) and products rented, licensed, or sold to Customer, if any. An Order Form will become binding when it is executed by the Customer and accepted by RingCentral. RingCentral may accept an Order Form by commencing performance of the requested Services. The Services and invoicing for those Services will begin on the Start Date, as identified in the applicable Order Form or on the day Services are ordered via the Administrative Portal. Customer may purchase additional Services, software, and equipment via the Administrative Portal or by executing additional Order Forms.
- B. Equipment.** Customer may purchase or rent equipment from RingCentral for use with the Services. The terms and conditions that govern any such transaction can be found at:
 - i. Purchase: <http://www.ringcentral.com/legal/ringcentral-hardware-terms-conditions.html>, and
 - ii. Rental: <http://www.ringcentral.com/legal/lease-rental.html>.
- C. Term of this Agreement.** The Term of this Agreement will commence on the Effective Date and continue until the last Order Form is terminated or expires, unless terminated earlier in accordance with its terms.
- D. Services Term.** The Services Term will begin on the Start Date of the initial Order Form and continue for the initial term set forth in the initial Order Form (“**Initial Term**”). Upon expiration of the Initial Term, unless otherwise set forth in the Order Form, the term recurring Services will automatically renew for successive periods as set forth in the initial Order Form (each a “**Renewal Term**”) unless either Party gives notice of non-renewal at least thirty (30) days before the expiration of the Initial Term or the then-current Renewal Term. The Term of any recurring Services added to your Account after the initial Order Form is executed will start on the Start Date in the applicable Order Form, will run coterminously with the then-current Term of any preexisting Services unless otherwise extended in the applicable Order Form, and will be invoiced on the same billing cycles as the preexisting Services.

3. Invoicing and Payment

- A. Prices and Charges.** All prices are identified in US dollars on the Administrative Portal or in the applicable Order Form unless otherwise agreed by the Parties. Additional charges may result if Customer activates additional features, exceeds usage thresholds, or purchases additional Services or equipment. Customer will be liable for all charges resulting from use of the Services on its Account. Unless otherwise agreed between the Parties, recurring charges (such as charges for Digital Lines, product licenses, minute bundles, and equipment rental fees) for the Services begin on the Start Date identified in the Administrative Portal or in the applicable Order Form and will remain in effect for the Initial Term (as described in an Order Form) or, if applicable, the then-current Renewal Term. RingCentral will provide notice of any proposed increase in such charges no later than sixty (60) days before the end of the Initial Term or then-current Renewal Term, and any such increase will be effective on the first day of the next Renewal Term. Administrative Fees that RingCentral is entitled to pass on to its customers as a surcharge pursuant to applicable Law may be increased on thirty (30) days' written notice. Outbound calling rates will be applied based on the rate in effect at the time of use. Customer may locate the currently effective rates in the Administrative Portal.
- B. Invoicing and Payment.** Invoices will be issued in accordance with the payment terms set forth in the Order Form. If Customer chooses to pay by credit or debit card, by providing a valid credit or debit card, Customer is expressly authorizing all Services and equipment charges and fees to be charged to such payment card, including recurring payments billed on a monthly or annual basis. In addition, Customer's provided credit card shall be used for any in-month purchases of additional services and products, or where Customer has exceeded usage or threshold limits, any overage charges. Unless otherwise stated in the applicable Order Form, recurring charges are invoiced in advance in the frequency set forth in the Order Form, and usage-based and onetime charges are billed monthly in arrears. Customer shall make payment in full, without deduction or set-off, within thirty (30) days of the invoice date. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month or (ii) if applicable, the highest rate allowed by Law. In no event may payment be subject to delays due to Customer internal purchase order process.
- C. Taxes.** All rates, fees, and charges are exclusive of applicable Taxes, for which Customer is solely responsible. Taxes may vary based on jurisdiction and the Services provided. If any withholding tax is levied on the payments, then Customer must increase the sums paid to RingCentral so that the amount received by RingCentral after the withholding tax is deducted is the full amount RingCentral would have received if no withholding or deduction had been made. If Customer is a tax-exempt entity, tax exemption will take effect upon provision to and validation by RingCentral of certificate of tax exemption.
- D. Billing Disputes.** If a Customer reasonably and in good faith disputes any portion of RingCentral's invoice, it must provide written notice to RingCentral within thirty (30) days of the invoice date, identifying the reason for the dispute and the amount being disputed. Customer's dispute as to any portion of the invoice will not excuse Customer's obligation to timely pay the undisputed portion of the invoice. Upon resolution, Customer must pay any validly invoiced unpaid amounts within thirty (30) days. Any amounts that are found to be in error resulting in an overpayment by the Customer will be applied as a billing credit against future invoices. Customer will be reimbursed any outstanding billing credits at the expiration or termination of this Agreement.

4. Provision of the Service

- A. General Terms.** RingCentral will provide the Services as described in the relevant Service Attachment. RingCentral may enhance, replace, and/or change the features of the Services, but it will not materially reduce the core features, functions, or security of the Services during the Term without Customer's consent.
- B. Customer Care**
- i. Customer must provide Helpdesk Support to Customer's End Users. RingCentral may require Customer's Helpdesk Support personnel to complete a designated series of training courses on RingCentral's Services. Such training will be provided to Customer online in English at no cost.
 - ii. RingCentral will make remote support available to Customer's Helpdesk Support personnel and/or Account Administrators via the Customer Care call center, which will be available 24/7, to attempt to resolve technical issues with, and answer questions regarding the use of the Services. Unless otherwise agreed by the parties, Customer Care support will be provided in English, and onsite and implementation services are not included in the Customer Care support.
 - iii. Customer may open a case with Customer Care following the process in place at the time. Any individual contacting Customer Care on behalf of Customer must be authorized to do so on behalf of the Account and will be required to follow applicable authentication protocols.
- C. Professional Services.** RingCentral offers a broad portfolio of professional services that includes onsite and remote implementation services; extended enterprise services including dedicated proactive network monitoring and premium technical support; and consulting. Any such services are governed by this Agreement, the Professional Services terms, and any applicable Statement of Work (SOW), which may be attached hereto.
- D. Subcontracting.** RingCentral may provide any of the Services hereunder through any of its Affiliates or subcontractors, provided that RingCentral will bear the same degree of responsibility for acts and omissions for those subcontractors acting on RingCentral's behalf in the performance of its obligations under this Agreement as it would bear if such acts and omissions were performed by RingCentral directly.

5. Use of the Service

- A. Service Requirements.** The Services are dependent upon Customer's maintenance of sufficient Internet access, networks, and power as set forth in RingCentral's Technical Sufficiency Criteria, available at <https://www.ringcentral.com/legal/policies/technical-sufficiency-criteria.html>. RingCentral will not be responsible for any deficiencies in the provision of the Services if Customer's network does not meet RingCentral's Technical Sufficiency Criteria.
- B. Use Policies.** Customer and its End Users may use the Services only in compliance with this Agreement, applicable Law, and the Use Policies referenced below, which are incorporated into and form part of this Agreement. Customer must ensure that its End Users comply with the Use Policies. Any breach of this Section (Use Policies) will be deemed a material breach of this Agreement. RingCentral may update the Use Policies from time to time and will provide notice of material updates to Customer at the email address on file with the Account. All updates will become effective thirty (30) days after such notice to Customer or upon posting for non-material changes. Customer may object to a modification that negatively impacts its use of the Service by sending written notice ("Objection Notice") to RingCentral within thirty (30) days from the date of the notice of modification. If the Parties cannot reach agreement, then either Party may terminate the affected Services without penalty with thirty (30) days written notice to the other Party.
- i. Acceptable Use Policy.** The Services must be used in accordance with RingCentral's Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>. Notwithstanding anything to the contrary in this Agreement, RingCentral may act immediately and without notice to suspend or limit the Services if RingCentral reasonably suspects fraudulent or illegal activity in the Customer's Account, material breach of the Acceptable Use Policy, or use of the Services that could interfere with the functioning of the RingCentral Network provided such suspension or limitation may only be to the extent reasonably necessary to protect against the applicable condition, activity, or use. RingCentral will promptly remove the suspension or limitation as soon as the condition, activity or use is resolved and mitigated in full. If Customer anticipates legitimate but unusual activity on its Account, Customer should contact Customer Care in advance to avoid any Service disruption.
- ii. Emergency Services.** RingCentral's policy governing the provision of emergency services accessed via the Services is available at <https://www.ringcentral.com/legal/emergency-services.html>.
- iii. Numbering Policy.** The provision, use, and publication of numbers used in conjunction with the Services are governed by RingCentral's Numbering Policies, available at <https://www.ringcentral.com/legal/policies/numbering-policy.html>.

6. Termination

- A. Termination for Cause.** Either Party may terminate this Agreement and any Services purchased hereunder in whole or part by giving written notice to the other Party: i) if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of such notice; ii) at the written recommendation of a government or regulatory agency following a change in either applicable Law or the Services; or iii) upon the commencement by or against the other Party of insolvency, receivership or bankruptcy proceedings or any other proceedings or an assignment for the benefit of creditors.
- B. Effect of Termination.** If Customer terminates the Services, a portion of the Services, or this Agreement in its entirety due to RingCentral's material breach under Section 6(A) (Termination for Cause), Customer will not be liable for any fees or charges for terminated Services for any period subsequent to the effective date of such termination (except those arising from continued usage before the Services are disconnected), and RingCentral will provide Customer a pro-rata refund of any prepaid and unused fees or charges paid by Customer for terminated Services. If this Agreement or any Services are terminated for any reason other than as a result of a material breach by RingCentral or as otherwise permitted pursuant to Section 6(A) or as set forth in Section 14(I) (Regulatory and Legal Changes) the Customer must, to the extent permitted by applicable Law and without limiting any other right or remedy of RingCentral, pay within thirty (30) days of such termination all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services for the remainder of the then-current Term plus related Taxes and fees.

7. Intellectual Property

A. Limited License

- i.** Subject to, and conditional upon Customer's compliance with, the terms of this Agreement, RingCentral grants to Customer and its End User, a limited, personal, revocable, non-exclusive, non-transferable (other than as permitted under this Agreement), non-sublicensable license to use any software provided or made available by RingCentral to the Customer as part of the Services ("Software") to the extent reasonably required to use the Services as permitted by this Agreement, only for the duration that Customer is entitled to use the Services and subject to the Customer being current on its payment obligations.
- ii.** Customer will not, and will not allow its End Users, to: (a) sublicense, resell, distribute or assign its right under the license granted under this Agreement to any other person or entity; (b) modify, adapt or create derivative works of the Software or any associated documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software; (d) use the Software for infringement analysis, benchmarking, or for any purpose other than as necessary to use the Services Customer is authorized to use; (e) create any competing Software or Services; or (f) remove any copyright or other proprietary or confidential notices on any Software or Services.

B. IP Rights

- i. RingCentral's Rights.** Except as expressly provided in this Agreement, the limited license granted to Customer under Section 7(A) (Limited License) does not convey any ownership or other rights or licenses, express or implied, in the Services

(including the Software), any related materials, or in any Intellectual Property and no IP Rights or other rights or licenses are granted, transferred, or assigned to Customer, any End User, or any other party by implication, estoppel, or otherwise. All rights not expressly granted herein are reserved and retained by RingCentral and its licensors. The Software and Services may comprise or incorporate services, software, technology, or products developed or provided by third parties, including open-source software or code. Customer acknowledges that misuse of RingCentral Services may violate third-party IP rights.

- ii. **Customer Rights.** As between RingCentral and Customer, Customer retains title to all IP Rights that are owned by the Customer or its suppliers. To the extent reasonably required or desirable for the provision of the Services, Customer grants to RingCentral a limited, personal, non-exclusive, royalty-free, license to use Customer's IP Rights in the same. Customer must provide (and is solely responsible for providing) all required notices and obtaining all licenses, consents, authorizations, or other approvals related to the use, reproduction, transmission, or receipt of any Customer Content that includes personal or Confidential Information or incorporates any third-party IP rights.

- C. **Use of Marks.** Neither Party may use or display the other Party's trademarks, service mark or logos in any manner without such Party's prior written consent.

8. Confidentiality

- A. **Restrictions on Use or Disclosures by Either Party.** During the Term of this Agreement and for at least one (1) year thereafter, the Receiving Party shall hold the Disclosing Party's Confidential Information in confidence, shall use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement, and shall use at least as great a standard of care in protecting the Confidential Information as it uses to protect its own Confidential Information.

Each Party may disclose Confidential Information only to those of its employees, agents or subcontractors who have a need to it in order to perform or exercise such Party's rights or obligations under this Agreement and who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Each Party may disclose the other Party's Confidential Information in any legal proceeding or to a governmental entity as required by Law.

These restrictions on the use or disclosure of Confidential Information do not apply to any information which is independently developed by the Receiving Party or lawfully received free of restriction from another source having the right to so furnish such information; after it has become generally available to the public without breach of this Agreement by the Receiving Party; which at the time of disclosure was already known to the Receiving Party, without restriction as evidenced by documentation in such Party's possession; or which the Disclosing Party confirms in writing is free of such restrictions.

Upon termination of this Agreement, the Receiving Party will promptly delete, destroy or, at the Disclosing Party's request, return to the Disclosing Party, all Disclosing Party's Confidential Information in its possession, including deleting or rendering unusable all electronic files and data that contain Confidential Information, and upon request will provide the Disclosing Party with certification of compliance with this subsection.

9. Data Protection

- A. **Data Privacy.** RingCentral respects Customer's privacy and will only use the information provided by Customer to RingCentral or collected in the provision of the Services in accordance with RingCentral's Data Processing Addendum, available at <https://www.ringcentral.com/legal/dpa.html>, incorporated by reference. RingCentral may update the Data Processing Addendum from time to time and will provide notice of any material updates to the Customer as required by applicable Laws at the email address on file with the Account. Such updates will be effective thirty (30) days after such notice to Customer.
- B. **Data Security.** RingCentral will take commercially reasonable precautions, including, without limitation, technical (e.g., firewalls and data encryption), organizational, administrative, and physical measures, to help safeguard Customer's Account, Account Data, and Customer Content against unauthorized use, disclosure, or modification. Customer must protect all End Points using commercially reasonable security measures. Customer is solely responsible to keep all user identifications and passwords secure. Customer must monitor use of the Services for possible unlawful or fraudulent use. Customer must notify RingCentral immediately if Customer becomes aware or has reason to believe that the Services are being used fraudulently or without authorization by any End User or third party. Failure to notify RingCentral may result in the suspension or termination of the Services and additional charges to Customer resulting from such use. RingCentral will not be liable for any charges resulting from unauthorized use of Customer's Account.
- C. **Software Changes.** RingCentral may from time-to-time push software updates and patches directly to Customer's device(s) for installation and Customer will not prevent RingCentral from doing so. Customer must implement promptly all fixes, updates, upgrades and replacements of software and third-party software that may be provided by RingCentral. RingCentral will not be liable for inoperability of the Services or any other Services failures due to failure of Customer to timely implement the required changes.

10. Limitations of Liability

A. Excluded Damages

IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR ITS OR THEIR SUPPLIERS BE LIABLE FOR (1) INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (2) LOSS OF USE OR LOSS OF DATA; (3) LOSS OF BUSINESS OPPORTUNITIES, REVENUES OR PROFITS; OR (4) COSTS OF PROCURING REPLACEMENT PRODUCTS OR SERVICES, IN ALL CASES WHETHER ARISING UNDER CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER THEORY OF LIABILITY, AND EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

B. Liability Caps

EXCEPT AS SET FORTH HEREIN, THE TOTAL CUMULATIVE LIABILITY OF THE PARTIES UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE PREVIOUS SIX (6) MONTHS. LIMITATIONS UNDER THIS SECTION (LIABILITY CAPS) WILL NOT APPLY TO:

- i. FEES OWED BY CUSTOMER
- ii. EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S IP RIGHTS
- iii. EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT
- iv. CUSTOMER'S LIABILITY RESULTING FROM USE OF THE SERVICES IN BREACH OF THE ACCEPTABLE USE POLICY OR EMERGENCY SERVICES POLICY
- v. EITHER PARTY'S LIABILITY ARISING FROM DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE RESTRICTED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

11. Indemnification

A. Indemnification by RingCentral

- i. RingCentral shall indemnify and hold harmless the Customer and its Affiliates for Indemnifiable Amounts, and shall defend any third-party claims or causes of action (a **"Third Party Claim"**) to the extent such Third Party Claim arises out of or alleges that:
 - a. The Services, as provided by RingCentral, infringe or misappropriate the patent, copyright, trademark, or trade secret rights of a third party.
- ii. RingCentral will have no obligations under subsection (i) above to the extent the Third Party Claim arises from: (a) use of the Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RingCentral in writing unless any of the foregoing are necessary for the proper operation of the Services; (b) modifications to the Services not made by RingCentral; (c) Customer Content; (d) failure to promptly install any updates of any software or firmware or accept or use any modified or replacement items provided free of charge by or on behalf of RingCentral; (e) breach of the Agreement; or (f) a Third Party Claim brought by Customer's Affiliate, successor, or assignee.
- iii. If such a Third-Party Claim is made or appears possible, Customer agrees to permit RingCentral, at RingCentral's sole discretion and expense, to (a) modify or replace the Services, or component or part thereof, to make it non-infringing or (b) obtain the right for Customer to continue to use the Services. If RingCentral determines that neither alternative is commercially reasonable, RingCentral may terminate this Agreement in its entirety or with respect to the affected Service, component or part (a **"Discontinued Component"**), effective immediately on written notice to Customer, in which case Customer will not owe any fees or charges relating to the Discontinued Component for any period subsequent to the date of such termination, and will be entitled to receive a refund of any prepaid but unused fees relating to the Discontinued Component. In the event the removal of the Discontinued Component does not substantially affect Customer's use of the Services, the refund or fee abatement pursuant to the foregoing shall be a reasonable portion of the total fees owed by Customer for the Services as a whole based on the significance of the Discontinued Component to the total value of the Services as a whole. RingCentral's obligations under this Sub-Section will be RingCentral's sole and exclusive liability and Customer's sole and exclusive remedies with respect to any actual or alleged intellectual property violations.

B. Indemnification by Customer. Customer shall indemnify, and hold harmless RingCentral and its Affiliates for Indemnifiable Amounts, and shall defend any Third Party Claims arising out of or in connection with: (i) material violation of applicable Law by the Customer, its Affiliates, or their respective End Users in connection with their use of the Services; (ii) use of the Services in breach of the Use Policies; (iii) failure to promptly install any updates of any software or firmware or accept or use modified or replacement items provided free of charge by or on behalf of RingCentral; or (iv) Customer Content.

C. Defense and Indemnification Procedures. Any Party seeking indemnification under this Section 11 (the **"Indemnified Party"**) shall provide the Party from which it seeks such indemnification (the **"Indemnifying Party"**) with the following: (a) prompt written notice of the Third-Party Claim, (b) sole control over the defense and settlement of the Third-Party Claim, and (c) reasonable information, cooperation, and assistance (at the Indemnifying Party's sole expense except for the value of the time of the Indemnified Party's personnel) in connection with the defense and settlement of the Third-Party Claim. The Indemnified Party's failure to comply with the foregoing obligations will not relieve the Indemnifying Party of its defense or indemnification obligations under this Section 11 (Indemnification) except to the extent that the Indemnifying Party is materially prejudiced by such failure. The Indemnified Party will have the right to participate (but not control), at its own expense, in the defense of such Third-Party

Claim, including any related settlement negotiations. No such claim may be settled by the Indemnifying Party without the Indemnified Party's express written consent (not to be unreasonably withheld, conditioned, or delayed) unless such settlement includes a full and complete release of all claims and actions against the Indemnified Party by each party bringing such Third-Party Claim, requires no admission of fault, liability, or guilt by the Indemnified Party, and requires no act by the Indemnified Party other than the payment of a sum of money fully indemnified by the Indemnifying Party.

12. Warranties

- A. **RingCentral Warranty.** RingCentral will provide the Services using a commercially reasonable level of skill and care, in material compliance with all applicable Laws and otherwise subject to the terms of this Agreement. To the extent permitted by Law, RingCentral shall pass through to Customer any and all warranties RingCentral receives in connection with equipment provided to Customer by or on behalf of RingCentral.
- B. **Customer Warranty.** Customer's and its End Users' use of the Services must always comply with all applicable Laws and this Agreement.
- C. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND RINGCENTRAL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. TO THE EXTENT THAT RINGCENTRAL CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

13. Dispute Resolution

- A. **Governing Law.** Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.

Any dispute arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to its choice of law rules and the parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Customer's use of the products or Services.
- B. **Good Faith Attempt to Settle Disputes.** In the event of a dispute, each Party shall appoint a duly authorized representative who shall use all reasonable endeavors to resolve in good faith any dispute within reasonable timescales.
- C. **Equitable Relief.** Any breach of either Party's IP Rights may cause that Party irreparable harm for which monetary damages will be inadequate and such Party may, in addition to other remedies available at Law or in equity, obtain injunctive relief without the necessity of posting a bond or other security, proof of damages, or similar requirement, in addition to any other relief to which such Party may be entitled under applicable Law.

14. Miscellaneous

- A. **Relationship of the Parties.** RingCentral and Customer are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between RingCentral and Customer.
- B. **Assignment.** Neither Party may assign the Agreement or any portion thereof without the other Party's prior written consent (which such consent may not be unreasonably withheld or delayed), however either Party may assign the Agreement and all of that Party's rights and obligations thereunder without consent (a) to an Affiliate; (b) to the Party's successor or surviving entity in connection with a merger, acquisition, consolidation, sale of all or substantially all of its assets used in connection with the provision of Services under this Agreement; or (c) as part of the transfer or disposition of more than fifty percent (50%) of a Party's voting control or assets. This Agreement will bind and inure to the benefit of the Parties, and their permitted assigns and successors.
- C. **Notices.** Except where otherwise expressly stated in the Agreement, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed as follows: To RingCentral at RingCentral, Inc., Legal Dept., 20 Davis Drive, Belmont, CA 94002 USA, with a copy to legal@ringcentral.com, and to Customer at either the physical address or email address associated with the Customer Account.

Customer acknowledges and agrees that all electronic notices have the full force and effect of paper notices. The addresses to which notices may be given by either Party may be changed (a) by RingCentral upon written notice given to Customer pursuant to this Section or (b) by Customer in the Administrative Portal.
- D. **Force Majeure.** Excluding either Party's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including without limitation any act of God; national emergency; third-party telecommunications networks; riot; war; terrorism; governmental act or direction; change in Laws; fiber, cable, or wire cut; power outage or reduction; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party.

- E. Third-Party Beneficiaries.** RingCentral and Customer agree that there will be no third-party beneficiaries to this Agreement.
- F. Headings, Interpretation.** The headings, section titles, and captions used in the Agreement are for convenience of reference only and will have no legal effect. All defined terms include related grammatical forms, and, whenever the context may require, the singular form of nouns and pronouns include the plural, and vice versa. The Parties agree that this Agreement will be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party or Parties on the grounds that the Party or Parties drafted or was more responsible for drafting the provision(s).
- G. Anti-Bribery.** Each Party represents that in the execution of this Agreement and in the performance of its obligations under this Agreement it has complied and will comply with all applicable anti-bribery Laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and similar applicable Laws.
- H. Export Control.** Any services, products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export Laws and regulations. Customer will not use, distribute, transfer, or transmit the services, products, software, or technical information (even if incorporated into other products) except in compliance with U.S. and other applicable export regulations.
- I. Regulatory and Legal Changes.** In the event of any change in Law, regulation or industry change that would prohibit or otherwise materially interfere with RingCentral's ability to provide Services under this Agreement, RingCentral may terminate the affected Services or this Agreement or otherwise modify the terms thereof.
- J. Entire Agreement.** The Agreement, together with any exhibits, Order Forms, Use Policies, and Attachments, each of which is expressly incorporated into this Agreement with this reference, constitutes the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous understandings, proposals, representations, marketing materials, statements, or agreements, whether oral, written, or otherwise, regarding such subject.
- K. Order of Precedence.** In the event of any conflict between the documents comprising this Agreement, precedence will be given to the documents in the following descending order: (i) the applicable Order Form; (ii) the applicable Attachment; (iii) the main body of this Agreement; (iv) Use Policies and Data Processing Addendum incorporated by reference in this Agreement; and (v) and any other document expressly referred to in this Agreement which governs the Services. With respect to data processing, the Data Processing Addendum shall take precedence over any inconsistent terms in any of the documents listed in the previous sentence.
- L. Amendments.** Except as otherwise provided, this Agreement may only be modified by a written amendment executed by authorized representatives of both Parties. In no event will handwritten changes to any terms or conditions, including in the applicable Order Form, be effective.
- M. Severability and Waiver.** In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision(s) will be stricken and the remainder of this Agreement will remain legal, valid, and binding. The failure by either Party to exercise or enforce any right conferred by this Agreement will not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion. Except as otherwise expressly stated in this Agreement, all rights and remedies stated in the Agreement are cumulative and in addition to any other rights and remedies available under the Agreement, at Law, or in equity.
- N. Publicity.** Subject to Customer's prior written approval, which may not be unreasonably withheld or denied, in each instance, and notwithstanding anything to the contrary in this Agreement, RingCentral may identify Customer as a customer (including use of any Customer logo or trademark) and may refer to this Agreement during its earnings calls and in connection with its business deals, press releases, and marketing and/or promotional materials.
- O. Execution.** Each Party represents and warrants that: (a) it possesses the legal right and capacity to enter into the Agreement and to perform all of its obligations thereunder; (b) the individual signing the Agreement and (each executable part thereof) on that Party's behalf has full power and authority to execute and deliver the same; and (c) the Agreement will be a binding obligation of that Party. Each Party agrees that an Electronic Signature, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as manual signatures.
- P. Counterparts.** This Agreement may be executed electronically and in separate counterparts each of which when taken together will constitute one in the same original.
- Q. Survival.** The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or an Order Form will survive expiration or termination of this Agreement or the Order Form, including without limitation payment obligations, warranty disclaimers, indemnities, limitations of liability, definitions and miscellaneous.

15. Authority

Avaya represents that it has the authority as RingCentral's agent to bind RingCentral to this Agreement (including each Order Form and all other documents incorporated here).

EXHIBIT A DEFINITIONS

Definitions. Capitalized terms used in this Agreement but otherwise not defined have the following meaning:

1. **"Account"** means the numbered account established with RingCentral and associated with Customer and the Services provided to Customer under this Agreement. For billing and convenience purposes, multiple services, Digital Lines, or End Users may be included in a single billing account, and/or a single Customer may have multiple billing accounts encompassing different geographic locations, business units, or other designations as requested by Customer and accepted by RingCentral.
2. **"Account Administrator"** means the person(s) who have been granted authority by Customer to set up, amend, or otherwise control settings and/or make additional purchases for the Account via the Administrative Portal. Account Administrators may have varying levels of Account rights, skills, or permissions.
3. **"Account Data"** means: any business contact information provided with the Account; RingCentral-generated logs of calling or other metadata developed or collected in the provision of the Services; configuration data; and records of Digital Lines and any Services purchased under this Agreement.
4. **"Administrative Fees"** means any administrative recovery fees, 911 cost recovery fees and the like separately charged by RingCentral to Customer.
5. **"Administrative Portal"** means the online administrative portal through which Account Administrators control settings and/or make additional purchases for the Account.
6. **"Affiliate(s)"** means a person or entity that is controlled by a Party hereto, controls a Party hereto, or is under common control with a Party hereto, and "control" means beneficial ownership of greater than fifty percent (50%) of an entity's then-outstanding voting securities or ownership interests.
7. **"Attachment(s)"** means documents appended to the contract containing additional terms for products and Services. Attachments and the terms and conditions contained therein are part of this Agreement.
8. **"Confidential Information"** means any information disclosed by or on behalf of the Disclosing Party) to the Receiving Party that should reasonably be considered as confidential given the nature of the information and the circumstances surrounding its disclosure.
9. **"Customer Care"** means Customer support operations delivered by RingCentral and/or its subcontractors.
10. **"Customer Content"** means the content of calls, facsimiles, SMS messages, voicemails, voice recordings, shared files, conferences, or other communications transmitted or stored through the Services.
11. **"Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits an End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
12. **"Disclosing Party"** means the Party disclosing Confidential Information or on whose behalf Confidential Information is disclosed by such Party's agents, including but not limited to, its Affiliates, officers, directors, employees, and attorneys.
13. **"Electronic Signatures"** means an electronic sound, symbol, or process, including clicking a digital button to accept, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
14. **"End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.
15. **"End User"** means an individual user to whom Customer makes the Services available, and may be a natural person, and may include but is not limited to Customer's employees, consultants, clients, external users, invitees, contractors, and agents.
16. **"Helpdesk Support"** shall mean the performance of the following tasks:
 - Standard feature/functionality ("how to") support for End Users (i.e. call forwarding, voice mail set-up, etc.).
 - Standard management of the Admin Interface within the product.
 - Support all moves, adds, changes, and deletes of employees.
17. **"Indemnifiable Amounts"** means all (X) damages and other amounts awarded against the Indemnified Party by a court of competent jurisdiction pursuant to a final judgment or a final award of an arbitral body in connection with such Third-Party Claim; (Y) any amounts payable by the Indemnified Party or its Affiliates pursuant to a binding, written agreement settling the Third Party Claim, provided such agreement is approved in advance in writing by the Indemnifying Party; and (Z) all reasonable costs and expenses paid to third parties by the Indemnified Party or its Affiliates in connection with the Indemnified Party's or its Affiliates' attorneys' fees and related expenses.
18. **"Indemnifying Party"** and **"Indemnified Party"** have the meanings set forth in Section 11(C) (Defense and Indemnification Procedures).
19. **"Initial Term"** has the meaning set forth in Section 2(D) (Services Term).

20. **"Intellectual Property Rights" or "IP Rights"** means all common law and statutory rights (whether registered or unregistered, or recorded or unrecorded, regardless of method) arising out of or associated with: (a) patents and patent applications, inventions, industrial designs, discoveries, business methods, and processes; (b) copyrights and copyright registrations, and "moral" rights; (c) the protection of trade and industrial secrets and Confidential Information; (d) other proprietary rights relating to intangible property; (e) trademarks, trade names and service marks; (f) a person's name, likeness, voice, photograph or signature, including without limitation rights of personality, privacy, and publicity; (g) analogous rights to those set forth above; and (h) divisions, continuations, continuations-in-part, renewals, reissues and extensions of the foregoing (as applicable).
21. **"Law"** means any law, statute, regulation, rule, ordinance, administrative guidance, treaty or convention, or court or administrative order or ruling of any governing Federal, State, local or non-U.S. governmental body with jurisdiction over the Services.
22. **"Order Form(s)"** means a request for Service describing the type and quantity of Services required by Customer and submitted and accepted by the Parties in accordance with Section 2(A) (Ordering Services). The Order Form may be presented and executed via the Administrative Portal.
23. **"Receiving Party"** means the Party or its agents, including, but not limited to its Affiliates, officers, directors, employees, and attorneys receiving Confidential Information.
24. **"Renewal Term"** has the meaning set forth in Section 2(D) (Services Term).
25. **"RingCentral Network"** means the network and supporting facilities between and among the RingCentral points of presence ("PoP(s)"), up to and including the interconnection point between the RingCentral's network and facilities, and the public Internet, and the Public Switched Telephone Network (PSTN). The RingCentral Network does not include the public Internet, a Customer's own private network, or the PSTN.
26. **"Service(s)"** means all services provided under this Agreement and set forth in one or more Order Form(s).
27. **"Start Date"** means the date so identified in the relevant Order Form or the date on which Customer orders Services via the Administrative Portal.
28. **"Taxes"** means any and all federal, state, local, municipal, foreign, and other taxes and fees charged or collected from Customers, including but not limited to any Universal Service Fund, TRS and 911 taxes and fees.
29. **"Term"** means the Initial Term plus any Renewal Terms.
30. **"Third Party Claim"** has the meaning set forth in Section 11(A) (Indemnification by RingCentral).
31. **"Use Policy"** refers to any of the policies identified in Section 5(B) (Use Policies).

ATTACHMENT A

SERVICE ATTACHMENT - AVAYA CLOUD OFFICE SERVICES

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide to the Customer the Avaya Cloud Office Services as described under the applicable Order Form (the “**Services**”).

1. Service Overview

The Services are a cloud-based unified communications service that includes enterprise-class voice, fax, call handling, mobile apps, and bring-your-own-device (BYOD) capability that integrates with a growing list of applications.

The Services include:

- Voice Services, including extension-to-extension calling and the ability to make and receive calls to and from the public switched telephone network (PSTN)
- Video and audio-conferencing service, including screen sharing
- Collaboration Tools, including One-to-One and Team Chat, File Sharing, task management, SMS/Texting (where available), and other innovative tools

The Services may be accessed from a variety of user End Points, including IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

2. Avaya Cloud Office Purchase Plans

A. Tiers of Service. The Services are made available in several pricing tiers, which are described more fully at <https://www.avaya.com/en/products/ucaas/cloud-office-pricing>. While RingCentral offers unlimited monthly plans for some of its products and services, RingCentral Services are intended for regular business use. “Unlimited” use does not permit any use otherwise prohibited by the Acceptable Use Policy, available at <https://www.ringcentral.com/legal/acceptable-use-policy.html>, including trunking, access stimulation, reselling of the Services, etc.

B. Minute and Calling Credit Bundles. Each plan includes a number of Toll-Free minutes per each user, per month, which are pooled to create a single allotment of Toll-Free minutes available for the entire account. Essentials/Standard/Premium/Ultimate tier plans include a monthly allotment of 100/1000/2500/10000 toll free minutes per user, respectively. Overage charges of 3.9¢ per minute apply to calls made in excess of allotment.

International Calling Credit Bundles can be purchased in addition to any base amount included with the purchased tier. International External Calls are charged against Calling Credits on the Account per destination rates, or as overage once Calling Credits are exceeded. Currently effective rates are available at <https://www.ringcentral.com/support/international-rates.html>.

Extension-to-Extension Calls within the Customer account never incur any usage fee and are unlimited, except to the extent that such calls are forwarded to another number that is not on the Customer account.

Additional Calling Credits may be purchased through the Auto-Purchase feature, which can be selected for automatic purchase in various increments on the Administrative Portal. Auto-Purchase is triggered when the combined usage of all End Users on an Account exceeds the total Calling Credits or when End Users make calls with additional fees (e.g., 411).

Minute Bundles and Calling Credit Bundles expire at the end of month and cannot roll over to the following month. Auto-Purchased Calling Credits expire twelve (12) months from date of purchase. Bundles may not be sold, transferred, assigned, or applied to any other customer.

C. Enhanced Business SMS Allotment and Pricing. Each plan includes a number of SMS per each user, per month, which are pooled to create a single allotment of SMS available to the entire account. Essentials/Standard/Premium/Ultimate tier plans include a monthly allotment of 25/100/200/500 SMS, per user respectively. Each SMS sent or received will be deducted from the pool of available SMS on the account. Overage charges of \$.0085 per SMS (\$.85 per 100) apply to SMS sent or receive in excess of allotment. Additional SMS bundles are available for purchase at discounted prices.

3. Operator Assisted Calling, 311, 511 and other N11 Calling

RingCentral does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900, or other premium line numbers or calling card calls). The Services may not support 211, 311, 411, 511 and/or N11 calling. To the extent they are supported, additional charges may apply for these calls.

4. Directory Listing Service

RingCentral offers directory listing (the “**Directory Listing Service**”). If Customer subscribes to the Directory Listing Service, RingCentral will share certain Customer Contact Data with third parties as reasonably necessary to include in the phone directory (“**Listing Information**”). This information may include, but is not limited to, Customer’s company name, address, and phone numbers. Customer authorizes RingCentral to use and disclose the Listing Information for the purpose of publishing in, and making publicly available through, third-party directory listing services, to be selected by RingCentral or third-party service providers in their sole discretion. Customer acknowledges and agrees that by subscribing to the Directory Listing Service, Customer’s Listing

Information may enter the public domain and that RingCentral cannot control third parties' use of such information obtained through the Directory Listing Service.

- A. Opt Out.** Customer may opt out of the Directory Listing Service at any time; however, RingCentral is not obligated to have Customer's Listing Information removed from third-party directory assistance listing services that have already received Customer's information.
 - B. No Liability.** RingCentral will have no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Customer's telephone number; materials sent to Customer, inaccuracies, errors or omissions with Listing Information; or any other use of such information. RingCentral will not be liable to Customer for any use by third parties of Customer's Listing Information obtained through the Directory Listing Service, including without limitation the use of such information after Customer has opted out of the Directory Listing Service.
- 5. RingCentral Global MVP or RingCentral Global Office.** RingCentral Global MVP (which is also known as RingCentral Global Office and references in the Service Description to Global MVP shall also refer to Global Office) provides a single communications system to companies that have offices around the world, offering localized service in countries for which Global MVP is available. Additional information related to Global MVP Services is available at <http://www.ringcentral.com/legal/policies/global-office-countries.html>. This section sets forth additional terms and conditions concerning RingCentral's Global MVP for customers that subscribe to it.
- A. Emergency Service Limitations for Global MVP.** RingCentral provides access to Emergency Calling Services in many, but not all, countries in which RingCentral Global MVP is available, allowing End Users in most countries to access Emergency Services. Emergency Services may only be accessed within the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland may dial Emergency Services only within Ireland. Access to Emergency Calling Services in RingCentral Global MVP countries, where available, is subject to the Emergency Services Policy, available at <https://www.ringcentral.com/legal/emergency-services.html>. Customer must make available and will maintain at all times traditional landline and/or mobile network telephone services that will enable End Users to call the applicable Emergency Services number. Customer may not use the RingCentral Services in environments requiring fail-safe performance or in which the failure of the RingCentral Services could lead directly to death, personal injury, or severe physical or environmental damage.
 - B. Global MVP Provided Only in Connection with Home Country Service.** RingCentral provides Global MVP Service only in connection with Services purchased in the Home Country. RingCentral may immediately suspend or terminate Customer's Global MVP Services if Customer terminates its Digital Lines in the Home Country. All invoicing for the Global MVP Services will be done in the Home Country on the Customer's Account, together with other Services purchased under this Agreement, using the Home Country's currency. Customer must at all times provide a billing address located in the Home Country. RingCentral will provide all documentation, licenses, and services in connection with the Global MVP Service in English; additional language support may be provided at RingCentral's sole discretion.
 - C. Primary Place of Use of Global MVP Service.** Customer represents and warrants that the primary place of use of the Global MVP Services will be the country in which the Digital Line is assigned, e.g., an End User with a Digital Line assigned in Ireland will primarily use that Digital Line in Ireland.
 - D. Relationships with Local Providers.** In connection with the provision of RingCentral Global MVP Services, RingCentral relies on local providers to supply certain regulated communication services; for example (i) for the provision of local telephone numbers within local jurisdictions; (ii) to enable you to place local calls within local jurisdictions; and (iii) to enable You to receive calls from non-RingCentral numbers on Customer's Global MVP telephone number(s), by connecting with the local public switched telephone network. Customer hereby appoints RingCentral as Customer's agent with power of attorney (and such appointment is coupled with an interest and is irrevocable during the Term) to conclude and enter into agreements with such local providers on Customer's behalf to secure such services. RingCentral's locally licensed affiliates provide all telecommunications services offered to Customer within the countries in which such affiliates are licensed; in some cases, RingCentral may obtain services from locally licensed providers on Customer's behalf. RingCentral is responsible for all contracting, billing, and customer care related to those services. Customer is responsible for providing RingCentral with all information necessary for RingCentral to obtain numbers in Global MVP countries.
- 6. Additional Services.** RingCentral offers add-on services for the Services (where available), which are described at <https://www.ringcentral.com/legal/microsoft-teams-services-attachment.html>. Additional terms or charges may apply, depending on the selected features.
- 7. Bring Your Own Carrier (BYOC) Services.** RingCentral offers a software-as-a-service in which customers provide and maintain their own local telecommunications services, which may be connected to RingCentral's cloud PBX, videoconferencing, and team messaging services. BYOC and additional terms are described and available at <https://www.ringcentral.com/legal/BYOC-service-description.html>.
- 8. Definitions.** Terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement. For purposes of this Service Attachment, the following terms have the meanings set forth below:
- A. "Digital Line"** means a phone number assigned to an End User or a specifically designated location (e.g., conference room) and the associated voice service for inbound and outbound calling that permits the End User generally to make and receive calls to and from the public switched telephone network as well as to and from other extensions within the same Account.
 - B. "End Point"** means an application or device through which any End-User might access and/or use any of the Services, including without limitation IP Desk Phones, Desktop Clients, Web Clients, Mobile Applications, and Software Integrations.

- C. **“Extension-to-Extension Calls”** means calls made and received between End Points on the Customer Account with RingCentral, regardless of whether the calls are domestic or international.
- D. **“External Calls”** means calls made to or received from external numbers on the PSTN that are not on the Customer Account with RingCentral.
- E. **“Home Country”** means the United States or the country that is otherwise designated as Customer’s primary or home country in the Order Form.

ATTACHMENT B
SERVICE ATTACHMENT - RINGCENTRAL PROFESSIONAL SERVICES AGREEMENT

This Service Attachment is a part of the Master Services Agreement (the “**Agreement**”) that includes the terms and conditions agreed by the Parties under which RingCentral will provide the RingCentral Professional Services to Customer.

In the event of any conflict between the provisions of the Agreement and the provisions of this Professional Services Agreement (the “**PS Agreement**”), such provisions of this PS Agreement will prevail.

1. **Service Overview.** RingCentral shall provide the implementation, installation, consulting, configuration services and other professional services (“**Professional Services**”) as described and agreed upon in writing between the Parties pursuant to a statement of work (“**Statement of Work**” or “**SOW**”).
2. **Project Phases.** The Professional Services may be delivered in one or more phases. The SOW will specify the milestones, objectives, Sites, fees, and other components that are included in the scope of each phase (“**Project Phase**”). The Professional Services may also be provided on a time and material basis (“**T&M Services**”) paid by the hour based on the then current T&M Services hourly rate offered by RingCentral, as specified in the relevant SOW. Customer agrees that the delivery, installation, testing, acceptance and payment for the Professional Services rendered under any one Project Phase is not dependent on the delivery, installation, testing, acceptance and payment for the Professional Services under any other Project Phase. Each Project Phase will be billed upon Acceptance, and payment for each Project Phase is due in full within the applicable payment period agreed between the Parties and is non-refundable.
3. **Customer Sites and Site Visits.** In the event the Parties agree that the Professional Services must be performed at one or more Customer facility(ies) (“**Site(s)**”), the Site(s) will be separately identified in the applicable SOW. Each visit to a separate Customer Site will be considered a separate “**Site Visit**”. When so stipulated in the SOW, each Site may constitute a Project Phase. Customer has the following obligations with respect to all Site Visits:
 - A. Customer will maintain and ensure safe working conditions at each Site and shall promptly inform the RingCentral project manager of any known hazardous conditions at any Site prior to any visit by RingCentral Personnel.
 - B. Customer shall ensure that all Site hardware and network environment meets or exceeds the requirements set forth in the Statement of Work and in “RingCentral VoIP Network Requirements and Recommendations” which can be found at: https://support.ringcentral.com/s/article/9233?language=en_US.
 - C. Customer shall provide RingCentral with all reasonable information, cooperation, and assistance that RingCentral requests in connection with performing the Services, including without limitation providing RingCentral with access to Customer's systems and networks and related system and network administrators. Any failure on the part of Customer to provide the cooperation requested by RingCentral, or to provide the information or hardware and software environment required, may result in the need for a Change Order to contemplate additional fees and extended timelines to accommodate Customer's failure to do so.
 - D. Customer shall ensure that at least ten (10) business days prior to a Site Visit or as otherwise agreed in the applicable SOW, the Customer Project Manager shall provide to the RingCentral Project Manager the following information for the Site to be visited:
 - i. The first and last name, extension number, and email address for delivery of message notification emails of each End User for which the Services are to be implemented at the Site and any other information that RingCentral requests to configure the digital lines that are part of such Services to be implemented (this information needs to be in the form of a Microsoft Excel file suitable for use with the Service's bulk configuration utility).
 - ii. Written or illustrated diagrams of Customer's current and proposed dial plans and data and call flows.
 - iii. Information related to configurations, equipment, and deployment requirements for the Site, as requested by RingCentral.
4. **Late Site Visit Change.** The Parties acknowledge and agree that Customer's cancellation or change of the dates of a Site Visit at any time during the ten (10) business days immediately prior to the date that the Site Visit is scheduled to take place (a “**Late Site Visit Change**”) will cause RingCentral to incur expenses and losses (including without limitation RingCentral's costs in rescheduling the Site Visit and/or loss of opportunity for other business during the period during which such Site Visit was to take place). Accordingly, Customer agrees that for each Late Site Visit Change, Customer shall incur (at the time of cancellation or change) and be liable for, as liquidated damages, an amount equal to eight (8) hours of RingCentral T&M Services at RingCentral's then-current T&M Services hourly rate, as well as any Service Expenses that have already been expended by RingCentral. The Parties acknowledge and agree that this amount is a fair, reasonable, and appropriate pre-estimate of the losses that RingCentral will incur as a result of any single Late Site Visit Change.
5. **Professional Services Acceptance.** Each SOW will identify the specific criteria required for the completion of each Project Phase (“**Completion Criteria**”). Unless otherwise agreed between the Parties in the SOW, upon RingCentral's completion of the Professional Services for each Project Phase, RingCentral will review the Completion Criteria with Customer and will present to the Customer the Professional Services Project Completion Signoff Form (“**PCF**”) for that Project Phase. Notwithstanding anything to the contrary in this PS Agreement or any SOW, RingCentral's obligations under any Project Phase are deemed accepted and the Professional Services under such Project Phase shall be considered completed in full and billable upon any of the following (“**Acceptance**”):

- A. Customer executes the PCF.
- B. If RingCentral presents Customer with the PCF and the Customer fails to execute the PCF within three (3) days, unless the Customer provides to RingCentral, within those three (3) days, with a detailed description of the items that are outstanding or that are materially non-conforming with the Completion Criteria applicable to the specific Project Phase. If RingCentral timely receives a rejection notice, then RingCentral will complete or re-perform any portion of the non-conforming Professional Services and re-submit the PCF for the Project Phase to the Customer for Acceptance as described above. If RingCentral timely receives from the Customer a second rejection notice, and RingCentral, in its reasonable discretion determines that the Professional Services for the Project Phase were properly completed in accordance with the Completion Criteria, Acceptance of the Project Phase will be deemed to have been occurred.
- C. **Production Use.** Unless otherwise agreed in writing between the Parties, production use will constitute Acceptance for all purposes of this PS Agreement.
- D. **T&M Services.** Acceptance for T&M Services, if applicable and used in a SOW, is deemed to have occurred upon performance.

6. Payment

- A. The SOW will set forth the fees that the Customer will pay to RingCentral for each Project Phase, and the rates for T&M Services. Customer will compensate RingCentral fees and expenses for the Services as set forth in the applicable SOW. Customer acknowledges and agrees that all fees and charges shall be due and payable without any deduction, withholding, or offset of any kind, including without limitation for any levy or tax.
- B. **Invoicing and Payment of Professional Services Fees.** Except to the extent otherwise provided in a SOW or this Section, all amounts due under this PS Agreement for Professional Services other than T&M Services, shall be invoiced upon Acceptance of each Project Phase. T&M Services will be invoiced Monthly in arrears. The payment term for each invoice is set forth in the Agreement.
- C. **Service Expenses.** In addition to the fees and expenses set forth in the applicable SOW, Customer agrees to reimburse RingCentral for its fixed travel, meal, and lodging expenses incurred in connection with any Site Visit ("**Service Expenses**"). Travel, meal, and lodging expenses shall be invoiced upon Acceptance of each Project phase, alongside all other amounts due under this PS Agreement, on a per-trip/per resource basis. RingCentral shall, after Customer request, provide information verifying the deployment of on-site resources and expenditure of Service Expenses.
- D. **Additional Fees.** Customer agrees to incur and be liable for any additional fees or other amounts not provided for in this PS Agreement or the applicable SOW. These Additional fees may include, but are not limited to the following:
 - i. For any additional Site Visit(s) not included in the SOW, the Customer agrees to pay on a T&M Services basis, with a minimum fee equal to eight (8) hours of RingCentral per day at the then-current T&M Services hourly rate.

7. Changes to SOWs

Changes to any applicable SOW shall be made only in a mutually executed written change order between RingCentral and Customer (a "**Change Order**"), outlining the requested change and the effect of such change on the Services, including without limitation the fees and the timeline as determined by RingCentral in its reasonable discretion. RingCentral shall have no obligation to commence work in connection with any Change Order until the Change Order is agreed upon by both Parties in writing. RingCentral has no obligation to provide any Professional Services outside the scope of an SOW.

8. Enterprise Support

As part of the Professional Services provided, Customer may purchase Enterprise Support services from RingCentral for use with the Services. The terms and conditions that govern the Enterprise Support can be found at: <https://www.ringcentral.com/legal/enterprise-service-attachment.html>.

9. Term and Termination

- A. **Term.** This PS Agreement shall remain in effect for as long as the Agreement is in effect, unless terminated in accordance with this Section.
- B. **Termination.** Either Party may terminate this PS Agreement, in whole or in part, with thirty (30) days' advance written notice to the other Party. Unless otherwise specified in the termination notice, the termination of one SOW or Project Phase shall not necessarily result in the termination of, or otherwise affect, any other SOW or Project Phase.
- C. **Effect of Termination.** In the event that this PS Agreement, a SOW, or a Project Phase is terminated, in whole or in part, for any reason other than for RingCentral's material breach of this PS Agreement, Customer shall be obligated to pay RingCentral for:
 - i. Any Professional Services and T&M Services that have been rendered up until the effective date of the termination.
 - ii. All applicable Service Expenses incurred.
 - iii. 50% of the fees for any other Professional Services not yet performed, due under the Project Phase(s) being cancelled, if termination of the PS Agreement, SOW, or a Project Phase occurs within one hundred and eighty (180) days of execution of the applicable SOW. If termination occurs after one hundred and eighty (180) days of execution of the applicable SOW, Customer shall owe all outstanding fees for any Professional Services not yet performed pursuant to the SOW, due under the Project Phase being cancelled.

- D. Post-Termination Notice Wrap-Up.** Upon receiving or providing notice of termination of this PS Agreement, RingCentral shall be relieved of and excused from any obligation to continue to perform Services or to perform under any then-current SOWs or Project Phase.