

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

SPECIAL GOVERNING BOARD
MEETING AGENDA
Gravenstein School, Rm. 13

Wed, July 26, 2017
5:30 PM

I. CALL TO ORDER

Jim Horn, President
Desiree Beck, Clerk
Gregory Appling
Steven Schwartz
Sandra Wickland

II. BUSINESS

A. Approve Purchase of Meraki Equipment for Gravenstein's Computer Network

The Board is asked to authorize the Superintendent to purchase equipment needed to expand the capacity of the computer infrastructure; increase speed by a factor of 10; and allow the additional Chromebooks recently purchased for nine more classrooms to work effectively within the network. We need the following equipment: Meraki switches, licenses, cables, and access points. We want to make the equipment purchases now to take advantage of a special offer from CISCO and Meraki. If we wait to make the purchases after this week, the cost for the equipment to complete the Gravenstein campus project will be approximately \$20K more.

Action taken/comments:

Motion _____ Second _____ Vote _____

B. Approve Purchase of Meraki Equipment for Hillcrest Middle School's Computer Network

The Board is asked to authorize the Superintendent to purchase equipment needed to expand the capacity of the computer infrastructure; increase speed by a factor of 10; to better support the web-based curriculum we are using at the middle school level (e.g. Study Sync; Go Math; IXL; PearDeck; Flocabulary). We need the following equipment: Meraki switches, licenses, cables, and access points to prepare for installation later this school year. We want to make the equipment purchases now to take advantage of a special offer from CISCO and Meraki. Though the Hillcrest project is planned for later in the year, if we wait to make the purchases after this week, we will have to pay approximately \$20K more for the same materials needed to complete the Hillcrest campus project.

Action taken/comments:

GRAVENSTEIN UNION SCHOOL DISTRICT
3840 TWIG AVENUE
SEBASTOPOL, CA 95472

Motion _____ Second _____ Vote _____

III. PUBLIC COMMENT ON ITEMS IN CLOSED SESSION

IV. CLOSED SESSION

A. With respect to every item of business to be discussed in closed session pursuant to Section 54957.6:

1) Public Employee Hiring –
Approve contract for **David Fichera**, 1.0 FTE Hillcrest Principal/Enrich! Dir.

Action taken/comments:

Motion _____ Second _____ Vote _____

V. OPEN SESSION

Any reportable action taken during closed session shall be reported when the Board comes back into open session.

VI. FUTURE BOARD MEETINGS:

I. Next Regular Board Meeting: Aug 9, 2017—5 p.m.

VII. ADJOURNMENT

ADA Compliance: In compliance with Government Code 54954.2(a), the Gravenstein Union School District, will, on request, make this agenda available in appropriate alternative formats to persons with a disability, as required by Section 202 of the American with Disabilities Act of 1990 (42 U.S.C. 12132) and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact Jennifer Schwinn, District Superintendent, Gravenstein Union School District, 3840 Twig Ave., Sebastopol, CA 95472. Telephone (707) 823-7008.

Gravenstein Union School

District

Business Services
 3840 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER

NO: P18-00065

DATE 07/26/2017

SHIP TO:

DISTRICT OFFICE
 3840 Twig Avenue
 Sebastopol, CA 95472

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM:

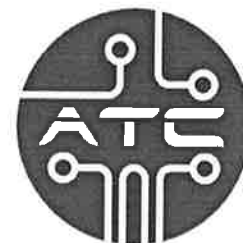
FAX:

Ally Technology Consulting LLC
 1312 Milton Place
 Rohnert Park, CA 94928

ORDER LOCATION			REQUISITIONER		REQUISITION #
0003 - DISTRICT OFFICE			Wanda Holden		R18-00075
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			See attached estimate #OP-1033		
1	1	EACH	Networking Equipment for Hillcrest Middle School	47,119.66	\$47,119.66
2	1	EACH	Networking Licenses for Hillcrest Middle School	6,835.75	\$6,835.75
				Order Sub-Total	\$53,955.41
				Sales Tax	3,828.47
				Shipping	.00
				Adjustment	.00
				Order Total	\$57,783.88

Ally Technology Consulting LLC

(707) 992-5797
chris@allytechconsulting.net
www.allytechconsulting.net



Ally Technology Consulting

ESTIMATE

ADDRESS

Jennifer Schwinn
GUSD
3840 Twig Ave
Sebastopol, CA 95472
United States

ESTIMATE # OP-1033
DATE 07/25/2017

ACTIVITY	QTY	RATE	AMOUNT
License:LIC-MS425- 16-5YR MERAKEI 5YR MS425-16 ENTERPRISE LICS AND SUP	1	950.00	950.00
License:LIC-MS350- 48FP-5YR MERAKEI MS350-48FP ENTERPRISE LICS	4	750.00	3,000.00
Networking Equipment:MS425-16- HW MERAKEI MS425-16 L3 CLDMNGD 16X 10G SFP+ SWITCH	1	6,250.00	6,250.00T
Networking Equipment:MR52-HW MERAKEI MR52 CLOUD MANAGED AP	17	589.99	10,029.83T
Networking Equipment:MS350-48FPHW MERAKEI MS350-48FP L3 STCK CLD-MNGD 48X GBE 740W POE SW	4	4,999.99	19,999.96T
License:LIC-ENT-5YR MERAKEI 5YR LIC AND SUP MR ENTERPRISE	17	169.75	2,885.75
Networking Equipment:MA-SFP-10GBLR MERAKEI SFP+ 10 GBE LR FIBR MOD	5	1,759.99	8,799.95T
Networking Equipment:MA-CBL-TA-3M LEGACY MERAKEI 10GBE TWINAX 3M CABLE WITH SFP+	4	69.99	279.96T
Networking Equipment:MA-SFP-1GBLX10 MERAKEI 1GBE SFP LX10 FIBR MOD	4	439.99	1,759.96T

HillCrest

SUBTOTAL 53,955.41
TAX (8.125%) 3,828.47
TOTAL \$57,783.88

Accepted By

Accepted Date

Gravenstein Union School

District

Business Services
 3840 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER

NO: P18-00067
 DATE 07/26/2017

SHIP TO:
 DISTRICT OFFICE
 3840 Twig Avenue
 Sebastopol, CA 95472

ORDERED FROM: Ally Technology Consulting LLC
 1312 Milton Place
 Rohnert Park, CA 94928

FAX:

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDER LOCATION				REQUISITIONER	REQUISITION #
0003 - DISTRICT OFFICE				Wanda Holden	R18-00077
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	See attached estimate #OP-1035 Labor to Configure Networking Equipment for Hillcrest Middle School	3,570.00	\$3,570.00
				Order Sub-Total	\$3,570.00
				Sales Tax	.00
				Shipping	.00
				Adjustment	.00
				Order Total	\$3,570.00

Ally Technology Consulting LLC

(707) 992-5797
chris@allytechconsulting.net
www.allytechconsulting.net



ESTIMATE

ADDRESS

Jennifer Schwinn
GUSD
3840 Twig Ave
Sebastopol, CA 95472
United States

ESTIMATE # OP-1035
DATE 07/25/2017

ACTIVITY	QTY	RATE	AMOUNT
LABOR Labor to configure and install Meraki Equipment at Hillcrest	1	3,570.00	3,570.00
Hillcrest Labor	TOTAL		\$3,570.00

Accepted By

Accepted Date

Gravenstein Union School

District

Business Services
 3840 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER

NO: P18-00064
 DATE 07/26/2017

SHIP TO:

DISTRICT OFFICE
 3840 Twig Avenue
 Sebastopol, CA 95472

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM:

FAX:

Ally Technology Consulting LLC
 1312 Milton Place
 Rohnert Park, CA 94928

ORDER LOCATION			REQUISITIONER		REQUISITION #
0003 - DISTRICT OFFICE			Wanda Holden		R18-00074
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			See attached estimate #OP-1034		
1	1	EACH	Networking Equipment for Gravenstein Elementary	63,469.55	\$63,469.55
2	1	EACH	Networking Licenses for Gravenstein Elementary	10,203.00	\$10,203.00
				Order Sub-Total	\$73,672.55
				Sales Tax	5,156.90
				Shipping	.00
				Adjustment	.00
				Order Total	\$78,829.45

Ally Technology Consulting LLC

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chris@allytechconsulting.net
www.allytechconsulting.net



Ally Technology Consulting

ESTIMATE

ADDRESS

Jennifer Schwinn
GUSD
3840 Twig Ave
Sebastopol, CA 95472
United States

ESTIMATE # OP-1034

DATE 07/25/2017

ACTIVITY	QTY	RATE	AMOUNT
License:LIC-MS425- 16-5YR MERAKEI 5YR MS425-16 ENTERPRISE LICS AND SUP	1	950.00	950.00
License:LIC-MS350- 48FP-5YR MERAKEI MS350-48FP ENTERPRISE LICS	6	750.00	4,500.00
Networking Equipment:MS425-16- HW MERAKEI MS425-16 L3 CLDMNGD 16X 10G SFP+ SWITCH	1	6,250.00	6,250.00T
Networking Equipment:MR52-HW MERAKEI MR52 CLOUD MANAGED AP	28	589.99	16,519.72T
Networking Equipment:MS350-48FPHW MERAKEI MS350-48FP L3 STCK CLD-MNGD 48X GBE 740W POE SW	6	4,999.99	29,999.94T
License:LIC-ENT-5YR MERAKEI 5YR LIC AND SUP MR ENTERPRISE	28	169.75	4,753.00
Networking Equipment:MA-SFP-10GBLR MERAKEI SFP+ 10 GBE LR FIBR MOD	5	1,759.99	8,799.95T
Networking Equipment:MA-CBL-TA-3M LEGACY MERAKEI 10GBE TWINAX 3M CABLE WITH SFP+	2	69.99	139.98T
Networking Equipment:MA-SFP-1GBLX10 MERAKEI 1GBE SFP LX10 FIBR MOD	4	439.99	1,759.96T

SUBTOTAL 73,672.55
TAX (8.125%) 5,156.90
TOTAL **\$78,829.45**

Accepted By

Accepted Date

Gravenstein Union School

District

Business Services
 3840 Twig Avenue
 Sebastopol, CA 95472-5750
 (707) 823-7008 FAX (707) 823-2108

PURCHASE ORDER

NO: P18-00066

DATE 07/26/2017

SHIP TO:

DISTRICT OFFICE
 3840 Twig Avenue
 Sebastopol, CA 95472

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM:

FAX:

Ally Technology Consulting LLC
 1312 Milton Place
 Rohnert Park, CA 94928

ORDER LOCATION			REQUISITIONER		REQUISITION #
0003 - DISTRICT OFFICE			Wanda Holden		R18-00076
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	EACH	See attached estimate #OP-1036 Labor to Configure Networking Equipment for Gravenstein Elementary	5,680.00	\$5,680.00
Order Sub-Total					\$5,680.00
Sales Tax					.00
Shipping					.00
Adjustment					.00
Order Total					\$5,680.00

Ally Technology Consulting LLC

(707) 992-5797
chris@allytechconsulting.net
www.allytechconsulting.net



ESTIMATE

ADDRESS

Jennifer Schwinn
GUSD
3840 Twig Ave
Sebastopol, CA 95472
United States

ESTIMATE # OP-1036
DATE 07/25/2017

ACTIVITY	QTY	RATE	AMOUNT
LABOR Labor to install and configure Meraki equipment at Gravenstein Union	1	5,680.00	5,680.00
Labor for Gravenstein Union	TOTAL		\$5,680.00

Accepted By

Accepted Date

Gravenstein Union School District

Board Policy

Contracts

BP 3312

Business and Noninstructional Operations

***Note: Several statutes authorize the Governing Board to contract for services, equipment, materials, and supplies on behalf of the district. Such statutes include, but are not limited to, Education Code 17596 which allows a broad range of services to be performed under a "continuing contract" and Education Code 45103.5 which authorizes a contract for management consulting services relating to food service. ***

***Note: Some contracts are subject to certain specific legal requirements which, if not complied with, may render the contract void or unenforceable. For instance, when contracting for the purchase of equipment, materials, or supplies in excess of the current bid limit (\$86,000 for 2015), the district must seek competitive bids, pursuant to Public Contract Code 20111. See sections below titled "Contracts for Non-nutritious Foods or Beverages," "Contracts for Electronic Products and Services," "Contracts for Digital Storage and Maintenance of Student Records," and "Contracts for Personal Services" for specific requirements and/or restrictions related to those contracts. The district should consult its legal counsel when questions arise about legal requirements for specific kinds of contract. ***

The Governing Board recognizes its responsibility to enter into contracts on behalf of the district for the acquisition of equipment, supplies, services, and other resources necessary for the achievement of district goals. In exercising this authority to enter into a contract, the Board shall ensure that the district's interest is protected and that the terms of the contract conform to applicable legal standards, including the bidding requirements in Public Contract Code 20111.

(cf. 2121- Superintendent's Contract)
(cf. 4312.1 - Contracts)
(cf. 9124 - Attorney)

***Note: The following optional paragraph may be revised to specify any desired limits to this delegation of authority. ***

The Board hereby delegates to the Superintendent or designee the authority to enter into contracts on behalf of the district with the following guidelines:

1. The Superintendent may enter into contracts of not more than \$5,000 on his/her own authority.
2. The Superintendent may enter into contracts of more than \$5,000 but not more than \$10,000 with prior approval of the Board President or, if the President is unavailable in a timely manner, prior approval of the Board Clerk.

3. The Superintendent may enter in to contracts of more than \$10,000 but not more than \$15,000 with prior approval of both the Board President and the Board Clerk.

To be valid or to constitute an enforceable obligation against the district, all such contracts must be approved and/or ratified by the Board.

(cf. 3300 - Expenditures and Purchases)
(cf. 3314 - Payment for Goods and Services)

***Note: The following optional paragraph reflects the requirements of Education Code 35182.5 which are applicable to contracts for exclusive or nonexclusive advertising and sale of carbonated beverages or non-nutritious foods or beverages. Though not required for all contracts, such requirements help to minimize public waste and ensure transparency in public contracting and should be adopted by the Board for other contracts. See "Contracts for Non-nutritious Foods or Beverages" below. ***

Every contract entered into on behalf of the district shall be made available for public inspection, except when the law prohibits disclosure. No contract shall prohibit a district employee from disparaging the goods or services of any contracting party.

(cf. 1340 - Access to District Records)

Contracts for Non-nutritious Foods or Beverages

***Note: Foods and beverages that do not meet nutritional standards specified in law may not be sold in schools except under limited circumstances; see BP/AR 3554 - Other Food Sales. Schools that do not participate in the National School Lunch or Breakfast program are required to comply with the nutritional standards in Education Code 49431-49431.7 and 5 CCR 15500-15501 and 15575-15578 from one-half hour before the school day to one-half hour after it. Schools that participate in the National School Lunch or Breakfast program must comply with the stricter of the nutritional standards in 7 CFR 210.11 and 220.12 and Education Code 49431-49431.7 between midnight before and one-half hour after the end of the school day. ***

The district shall not enter into or renew a contract for the sale of foods or beverages that do not meet applicable nutritional standards specified in Education Code 49431-49431.7, 5 CCR 15500-15501 or 15575-15578, or 7 CFR 210.11 or 220.12, unless the contract specifies that such sale will occur off campus or outside the time restriction specified in the applicable law.

(cf. 3554 - Other Food Sales)
(cf. 3555 - Nutrition Program Compliance)

***Note: Pursuant to Education Code 35182.5, the district may not enter into a contract that grants exclusive or nonexclusive sales or advertising for carbonated beverages, non-nutritious beverages, or non-nutritious foods unless the Board holds a public hearing and, as mandated, adopts a policy that ensures that internal controls are in place to protect the integrity of public funds, that the funds raised will

benefit public education, and that the contracts are entered into on a competitive basis. ***

Before the district enters into or renews a contract that grants exclusive or nonexclusive advertising or sale of carbonated beverages, non-nutritious beverages, or non-nutritious foods as defined in law, the Board shall ensure that the district has sufficient internal controls in place to protect the integrity of public funds and to ensure that funds raised as a result of the contract benefit public education. (Education Code 35182.5)

***Note: Education Code 35182.5 does not define the term "internal controls." Items #1-2 below are based on suggested "internal controls" as recommended by the California Association of School Business Officials (CASBO), and should be modified to reflect the specific internal controls developed by the district. ***

The Superintendent or designee shall develop the district's internal control procedures to protect the integrity of public funds. Such internal controls may include, but not be limited to, the following:

1. Procedures that produce accurate and reliable financial statements and, at the same time, safeguard the assets, financial resources, and integrity of every employee responsible for handling money or property. Control systems shall be systematically evaluated and revised to keep pace with the changing responsibilities of management.

(cf. 3100 - Budget)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

2. Procedures to ensure that district personnel do not handle cash or product at the school site. The contract shall specify that the vendor stock the machines and shall provide cash accounting, along with a check, for district proceeds directly to the control office.

***Note: Optional items #1-4 below are not required by law, but present additional factors for the Board to consider to help ensure that the funds raised benefit public education in accordance with Education Code 35182.5. The following list should be modified to reflect district practice. ***

To ensure that funds raised by the contract benefit district schools and students, the Superintendent or designee shall ensure that the contract does not limit the ability of student and parent organizations to plan and operate fundraising activities.

(cf. 1230 - School-Connected Organizations)

(cf. 1321 - Solicitation of Funds from and by Students)

***Note: Education Code 35182.5 mandates that Board policy ensure that the contract is entered into on a competitive basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. Public Contract Code 20111 requires districts to seek competitive bids through advertisements for contracts for services exceeding an amount specified in law. For a detailed procedure for the bidding of contracts, see AR 3311 - Bids. ***

Any contract for the sale or advertisement of non-nutritious foods or carbonated or non-nutritious beverages shall be entered into on a competitive bid basis pursuant to Public Contract Code 20111 or through the issuance of a Request for Proposal. (Education Code 35182.5)

(cf. 3311 - Bids)

***Note: Pursuant to Education Code 35182.5, the public hearing required before the district may enter into or renew a contract for non-nutritious foods or carbonated or non-nutritious beverages may be met through an annual public hearing to review and discuss existing and potential contracts for the sale of foods and beverages on campuses, as provided in Option 1 below. Option 2 is available for districts that prefer to hold a public hearing for the making or renewal of each contract involving non-nutritious foods or beverages. ***

OPTION 1: The Board shall hold an annual public hearing to review and discuss all existing and potential contracts for the sale of foods and beverages on campus, including those sold as full meals or through competitive sales, fundraisers, or vending machines. The Board shall hold a public hearing for any contract not discussed at the annual public hearing. (Education Code 35182.5)

***Note: The following paragraph is applicable to both Options 1 and 2. ***

The public hearing shall include, but not be limited to, a discussion of the nutritional value of foods and beverages sold within the district; the availability of fresh fruit, vegetables, and grains in school meals and snacks, including locally grown and organic produce; the amount of fat, sugar, and additives in the foods and beverages discussed; and barriers to student participation in school breakfast and lunch programs. (Education Code 35182.5)

(cf. 5030 - Student Wellness)

The contract shall be accessible to the public and may not include a confidentiality clause that would prevent the district or a district school from making any part of the contract public. (Education Code 35182.5)

Contracts for Electronic Products or Services

***Note: Education Code 35182.5 prohibits districts or schools from entering into contracts for electronic products or services that require dissemination of advertising to students, unless the following conditions are satisfied. This section should be modified to reflect any additional requirements included by the district. ***

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. 0440 - District Technology Plan)

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

(cf. 1325 - Advertising and Promotion)

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

(cf. 5145.6 - Parental Notifications)

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. A request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

Contracts for Digital Storage and Maintenance of Student Records

***Note: Pursuant to Education Code 49073.1, as added by AB 1584 (Ch. 800, Statutes of 2014), the Board is mandated to adopt a policy when the district chooses to enter into a contract with a third party to provide services specified in the following section. ***

***Note: If the district has a contract in effect prior to January 1, 2015, the requirements of Education Code 49073.1 will not become effective until the expiration, amendment, or renewal of the existing contract. ***

The district may enter into or renew a contract with a third party for the purpose of providing services, including cloud-based services, for the digital storage, management, and retrieval of student records and/or to provide digital educational software that authorizes a third-party provider of digital educational software to access, store, and use student records. For these purposes, student records include any information maintained by the district that is directly related to a student and any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other district employee, and do not include de-identified information. (Education Code 49073.1)

(cf. 5125 - Student Records)

Any such contract shall contain all of the following: (Education Code 49073.1)

1. A statement that student records continue to be the property of and under the control of the district
2. If applicable, a description of the means by which students may retain possession and control of their own student-generated content, as defined in Education Code 49073.1, including options by which a student may transfer student-generated content to a personal account
3. A prohibition against the third party using any information in the student record for any purpose other than those required or specifically permitted by the contract
4. A description of the procedures by which a parent/guardian or a student age 18 years or older may review personally identifiable information in the student's records and correct erroneous information
5. A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of student records
6. A description of the procedures for notifying the affected parent/guardian, or the affected student if age 18 years or older, in the event of an unauthorized disclosure of the student's records
7. A certification that a student's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced, except that these requirements shall not apply to student-generated content if the student chooses to establish or maintain an account with the third party for the purpose of storing that content
8. A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act, 20 USC 1232g
9. A prohibition against the third party using personally identifiable information in student records to engage in targeted advertising

Contracts for Personal Services

***Note: The following optional paragraph is applicable when the district chooses to contract for personal services that are currently or customarily performed by its classified employees. Pursuant to Education Code 45103.1, such a contract may be entered into or renewed by the district in order to achieve cost savings, but only if the contract (1) is awarded through a publicized, competitive bidding process; (2) does not result in displacement of district employees (layoff, demotion, involuntary transfer to a new classification, etc.); and (3) meets other specified conditions. ***

In order to achieve cost savings, the district may enter into or renew a contract for any personal service that is currently or customarily performed by classified employees, if the contract does

not displace school district employees and meets other conditions specified in Education Code 45103.1. To enter into or renew such a contract, the Board shall ensure that the district meets the numerous conditions specified in Education Code 45103.1.

(cf. 4200 - Classified Personnel)

***Note: Education Code 45103.1 also permits personal service contracts that do not meet the conditions specified in the paragraph above in the circumstances as listed below. ***

In addition, the district may enter into or renew any contract for personal service without meeting the conditions described above, if any of the following conditions exists: (Education Code 45103.1)

1. The contract is for new district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
2. The services contracted are not available within the district, cannot be performed satisfactorily by district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the district.
3. The services are incidental to a contract for the purchase or lease of real or personal property, including, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
4. The district's policy, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary district hiring process.
5. The nature of the work is such that the criteria for emergency appointments, as defined in Education Code 45103.1, apply.
6. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the district in the location where the services are to be performed.
7. The services are of such an urgent, temporary, or occasional nature that the delay that would result from using the district's regular or ordinary hiring process would frustrate their very purpose.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.1 Personal services contracts
45103.5 Contracts for management consulting service related to food service
49073.1 Contract requirements for digital storage, maintenance and retrieval of student records
49431-49431.7 Nutritional standards
CODE OF CIVIL PROCEDURE
685.010 Rate of interest
GOVERNMENT CODE
12990 Nondiscrimination and compliance employment programs
53260 Contract provision re maximum cash settlement
53262 Ratification of contracts with administrative officers
LABOR CODE
1775 Penalties for violations
1810-1813 Working hours
PUBLIC CONTRACT CODE
4100-4114 Subletting and subcontracting fair practices
7104 Contracts for excavations; discovery of hazardous waste
7106 Noncollusion affidavit
20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder
20104.50 Construction Progress Payments
22300 Performance retentions
CODE OF REGULATIONS, TITLE 5
15500 Food sales by student organizations
15501 Sales in high schools and junior high schools
15575-15578 Food and beverage requirements outside of the federal school meal programs
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX, discrimination
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.31 National School Lunch Program
220.1-220.21 National School Breakfast Program

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

(11/03 11/05) 4/15

Adopted: 6/10/2009

Revised: 8/26/2015

GRAVENSTEIN UNION SCHOOL DISTRICT

Sebastopol, Ca



Home / Finance & Grants / Accounting / Correspondence

**California Department of Education
Official Letter**

December 14, 2016

Dear County and District Superintendents, County and District Chief Business Officials, and Charter School Administrators:

**ANNUAL ADJUSTMENT TO BID THRESHOLD FOR CONTRACTS
AWARDED BY SCHOOL DISTRICTS**

Public Contract Code (PCC) Section 20111(a) requires school district governing boards to competitively bid and award any contracts involving an expenditure of more than \$50,000, adjusted for inflation, to the lowest responsible bidder. Contracts subject to competitive bidding include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the school district.
2. Services that are not construction services.
3. Repairs, including maintenance as defined in *PCC* Section 20115, that are not public projects as defined in *PCC* Section 22002(c).

The State Superintendent of Public Instruction (SSPI) is required to annually adjust the \$50,000 amount specified in *PCC* Section 20111(a) to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services for the United States, as published by the United States Department of Commerce, for the 12-month period ending in the prior fiscal year. The inflation adjustment is rounded to the nearest one hundred dollars (\$100).

Pursuant to the above calculation, and effective January 1, 2017, the SSPI has determined that the inflation adjusted bid threshold will increase by \$500, from \$87,800 to \$88,300. Shown below are the inflation adjusted bid thresholds for the current and two prior years.

Calendar Year	Bid Threshold	Percentage Change in Implicit Price Deflator
2015	\$86,000	2.26%
2016	\$87,800	2.12%
2017	\$88,300	.626%

Also note that public projects as defined in *PCC* Section 22002(c), such as construction or reconstruction of publicly owned facilities, have a lower bid threshold of \$15,000 that is not adjusted for inflation. For more information on bidding requirements for all projects, refer to *PCC* sections 20110 to 20118.4.

This letter is posted on the Office of Financial Accountability and Information Services Correspondence Web page at <http://www.cde.ca.gov/fg/ac/co/>.

If you have questions regarding this subject, please contact the Office of Financial Accountability and Information Services by phone at 916-322-1770 or by e-mail at sacsinfo@cde.ca.gov.

Sincerely,

Peter Foggiato, Director
School Fiscal Services Division

Last Reviewed: Wednesday, December 28, 2016

Update on Competitive Bidding Requirements

Like most public agencies in California, school districts are subject to competitive bidding laws when purchasing or leasing equipment, materials or supplies, or when contracting for services, repairs, or public projects. For all purposes, any purchase in violation of applicable bidding laws is illegal, void, and unenforceable. The basic competitive bidding rules appear at Public Contract Code Sections 20110-20118.4 for K-12 districts. Public Contract Code Section 20111 generally identifies three types of contracts:

- Contracts involving an expenditure of more than \$50,000 for lease or purchase of equipment, materials, or supplies, or for services or repairs that must be bid. (In addition, Public Contract Code Section 20 III provides for annual inflation indexing of the \$50,000 bid limit, which is now set at \$58,900);
 - Contracts for public projects involving an expenditure of more than \$15,000 that must be competitively bid; and
 - Contracts that do not have to be competitively bid, including those for professional services or advice, insurance services, other purchases or services exempt from Section 20111, and work done by day labor or force account in accordance with Section 20114. (However, all "architectural and engineering services"--defined in Government Code Section 4529.10 to include architectural, landscape architectural, engineering, environmental, land surveying, or construction project management services--must be procured pursuant to a fair, competitive selection process per Government Code Section 4529.12.)
-
- If a contract must be competitively bid, a number of rules apply, including the following:
 - The district must either award the contract to the lowest responsible bidder or reject all bids. (Public Contract Code Section 20 III)
 - For the purpose of securing bids, the district must publish a notice calling for bids at least once a week for two weeks in some newspaper of general circulation published in the district, or if there is no such paper, then in some newspaper of general circulation, circulated in the county. (public Contract Code Section 20112)
 - The published notice must state the work to be done or materials or supplies to be furnished and the time when and the place where bids will be opened. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time. (Public Contract Code Section 20112)
 - As noted above, the district can only award a contract to a "responsible bidder", i.e., a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract. (Public Contract Code Section 1103) Before rejecting the lowest bid on the basis that the bidder is not "responsible", the district's legal counsel should be consulted to ensure that both substantive and procedural legal requirements are met.
 - The district must reject bids that are "non-responsive", i.e., bids that do not comply with all statutory requirements or do not substantially conform to the notice calling for bids and the specifications. However, the district may either waive minor and nonsubstantive irregularities that do not provide a competitive advantage or reject bids that do not conform completely to the notice calling for bids and the specifications. Before either rejecting the lowest bid on the basis that it is non-responsive or waiving any irregularities, the district's legal counsel should be consulted to ensure that both substantive and procedural legal requirements are met.

Against this somewhat settled backdrop, some legislative changes should be highlighted:

- AB 1506 (Wesson) (Stats. 2002, Chap. 868) requires an awarding body that chooses to use funds from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project to initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in Labor Code Section 1771.5(b) for that public works project. Construction contracts will need to be amended to reflect the additional requirements imposed on contractors under a labor compliance program. The new law provides that this new requirement applies to a public works project that commences on or after April 1, 2003. (C.A.S.H. will be holding a special Statewide Conference on December 5-6, 2002 covering AB 1506 and Proposition 47 Regulations.)
- SB 1687 (Margett) (Stats. 2002, Chap. 398) authorizes public agencies to adopt methods and procedures to receive bids on public works or other contracts over the Internet, but only if no bid can be opened before the bid deadline and all bids can be verified as authentic. (See also Civil Code Section 1633.1 *et seq.*, which covers "electronic transactions".)



Jennifer Schwinn <jschwinn@grav.k12.ca.us>

Materials Purchase

Loren Soukup <lsoukup@sclscal.org>
To: Jennifer Schwinn <jschwinn@grav.k12.ca.us>

Tue, Jul 25, 2017 at 1:59 PM

Hi Jennifer,

Per your request, here is a summary of our earlier conversation concerning the purchase of Meraki materials.

If the district will be proceeding with the installation of the Meraki materials for two separate projects at two different sites, occurring at different times, then the district is arguably permitted to purchase the materials for site 1 under one contract and site 2 under a separate contract, provided that neither contract exceeds the bidding threshold of \$88,300. The district will need to ensure that the projects remain separate for all purposes, including the installation of the materials, and that separate contracts are entered into for the labor at each site. The district will also need to ensure compliance with all bidding requirements for the labor component of each project, if applicable.

While not legally required, I would recommend that you maintain a copy of the three quotes that you received for the materials in case the district is challenged down the road on its procurement of the materials.

Thank you,

Loren W. Soukup
Senior Associate General Counsel
School and College Legal Services of California
5350 Skylane Boulevard
Santa Rosa, California 95403
(707) 524-2690
Fax **(707) 578-0517**



SCHOOL & COLLEGE LEGAL SERVICES OF CALIFORNIA

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This is the May 2017
quote from Ally Tech.

Ally Technology Consulting LLC

(707) 992-5797
chris@allytechconsulting.net
www.allytechconsulting.net



ESTIMATE

ADDRESS

Jennifer Schwinn
GUSD
3840 Twig Ave
Sebastopol, CA 95472
United States

ESTIMATE # OP-1024
DATE 05/08/2017

ACTIVITY	QTY	RATE	AMOUNT
Networking Equipment:MR52-HW MERAKEI MR52 CLOUD MANAGED AP	45	792.49	35,662.05T
License:LIC-ENT-5YR MERAKEI 5YR LICS AND SUP MR ENTERPRISE	45	169.99	7,649.55
Networking Equipment:MS350-48FPHW MERAKEI MS350-48FP L3 STCK CLD-MNGD 48X GBE 740W POE SW	10	6,599.99	65,999.90T
License:LIC-MS350- 48FP-5YR MERAKEI MS350-48FP ENTERPRISE LICS	10	768.99	7,689.90
Networking Equipment:MS425-16- HW MERAKEI MS425-16 L3 CLDMNGD 16X 10G SFP+ SWITCH	2	7,937.49	15,874.98T
Networking Equipment:MA-CBL-TA-3M MERAKEI 10GBE TWINAX 3M CABLE WITH SFP+	6	84.99	509.94T
License:LIC-MS425- 16-5YR MERAKEI 5YR MS425-16 ENTERPRISE LICS AND SUP	2	924.99	1,849.98
Networking Equipment:MA-SFP-10GBLR MERAKEI SFP+ 10 GBE LR FIBR MOD	10	2,264.99	22,649.90T
Networking Equipment:MA-SFP-1GBLX10 MERAKEI 1GBE SFP LX10 FIBR MOD	8	564.99	4,519.92T
LABOR Labor to configure and install 45 Wireless Access Points and 12 Networking Switches	1	9,250.00	9,250.00

SUBTOTAL 171,656.12
TAX (8%) 11,617.34
TOTAL **\$183,273.46**

Accepted By

Accepted Date

2 additional competitive
quotes - July 2017



LOOKINGPOINT

Price Estimate

Joseph Dellanno
 LOOKINGPOINT INC
 391 TAYLOR BLVD,STE 120
 PLEASANT HILL, CA-94523
 UNITED STATES
 Ph no: +1 9254571333

LOOKINGPOINT INC
 391 TAYLOR BLVD,STE
 PLEASANT HILL, CA-
 UNITED STATES
 Ph no: +1 9254571333

Price Estimate for planning and information purposes only and is not a binding offer from Cisco.

Date: 24-Jul-2017

Estimate ID: YD73669872XT
 Deal ID: NA

All prices are shown in USD

Line Number	Part Number	Description	Service Duration (Months)	Lead Time	Unit List Price	Qty	Unit Net Price	Disc(%)	Extended Net Price
1.0	MR52-HW	Meraki MR52 Cloud Managed AP	---	3	1,399.00	45	979.30	30.00	44,068.50
2.0	LIC-ENT-5YR	Meraki MR Enterprise License 5YR (First	---	3	450.00	45	225.00	50.00	10,125.00
3.0	MS350-48FP-HW	Meraki MS350-48FP L3 Stick Cid-Mngd	---	3	11,635.00	10	8,144.50	30.00	81,445.00
4.0	LIC-MS350-48FP-5YR	Meraki MS350-48FP Enterprise License	---	3	2,055.00	10	1,027.50	50.00	10,275.00
5.0	MS425-16-HW	Meraki MS425-16 L3 Cid-Mngd 16x 10G	---	3	14,000.00	2	9,800.00	30.00	19,500.00
6.0	LIC-MS425-16-5YR	Meraki MS425-16 Enterprise License 5YR	---	3	2,470.00	2	1,235.00	50.00	2,470.00
7.0	MA-CBL-TA-3M	Meraki 10 Gbe Twinax Cable with SFP+	---	3	150.00	6	105.00	30.00	630.00
8.0	MA-SFP-10GB-LR	Meraki 10G Base LR Single-Mode	---	3	3,995.00	10	2,796.50	30.00	27,965.00
9.0	MA-SFP-10GB-LRM	Meraki 10G Base LRM	---	3	995.00	8	696.50	30.00	5,572.00

Valid through: 23-Aug-2017
 FOB Point: FOB Origin

Product Total: 202,150.50
 Service Total: 0.00
 Subscription Total: 0.00
 Total Price: 202,150.50

Notes
 All hardware, software and licensing will be invoiced when shipped. Returns are subject to a 25% restocking fee. Opened items are NOT returnable. Shipping and tax will be billed on actuals. Priority shipping may incur charges.

This Price Estimate does not constitute an offer by Cisco to sell products, but is instead an invitation to issue a purchase order to Cisco until the valid date specified in this Price Estimate. Such a purchase order will be subject to Cisco standard procedures, terms and conditions for the acceptance of purchase orders. This order may be subject to sales tax, VAT, duty and freight charges even if not noted on this estimate.



We have prepared a quote for you

Gravenstein Elementary Network 2017






Quote # taw000033
Version 1

Prepared for:

Gravenstein Elementary School


Jennifer Schwinn
jschwinn@grav.k12.ca.us

Hardware

Description	Price	Qty	Ext. Price
 <p>MS425-16-HW Meraki Cloud-Managed 16 port 10GbE Aggregation Switch with 40GbE Uplinks/Stacking - 16 Expansion Slot, 2 Expansion Slot - Manageable - Optical Fiber, Twisted Pair - Modular - 3 Layer Supported - 1U High - Rack-mountable - Lifetime Limited Warranty</p>	\$9,012.50	2	\$18,025.00
<p>LIC-MS425-16-5YR Meraki Enterprise License and Support + 5 Year Enterprise Support - Cisco Meraki MS425-16 Cloud Managed Switch - Subscription License 1 Switch - 5 Year License Validation Period</p>	\$1,420.97	2	\$2,841.94
 <p>MS350-48FP-HW Meraki MS350-48FP L3 Stck Cld-Mngd 48x GigE 740W PoE Switch - 48 - 3 Layer Supported</p>	\$7,490.03	10	\$74,900.30
<p>LIC-MS350-48FP-5YR Meraki MS350-48FP Enterprise License and Support, 5 Year - Meraki MS350-48FP Cloud Managed Switch - License - 5 Year License Validation Period</p>	\$886.22	10	\$8,862.20
 <p>MA-CBL-TA-3M Meraki Compatible - Functionally Identical 10GBASE-CU SFP+ Direct-Attach Cable (DAC) Passive 3m - Programmed, Tested, and Supported in the USA, Lifetime Warranty"</p>	\$96.56	6	\$579.36
 <p>MA-SFP-10GB-LR StarTech.com Cisco Meraki MA-SFP-10GB-LR Compatible SFP+ - 10 Gigabit Fiber 10GBase-LR SFP+ Transceiver Module - SM LC - 10 km (6.2 mi) - For Data Networking, Optical Network 1 LC Duplex 10GBase-LR Network - Optical Fiber Single-mode - 10 Gigabit Ethernet</p>	\$2,571.78	10	\$25,717.80
 <p>MA-SFP-10GB-LRM Meraki 10G Base LRM Multi-Mode - For Data Networking, Optical Network - 1 x 10GBase-LRM10</p>	\$640.53	8	\$5,124.24



Hardware

Description	Price	Qty	Ext. Price
MRS2-HW Meraki MR52 IEEE 802.11ac 2.50 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - Beamforming Technology - 2 x Network (RJ-45) - Ceiling Mountable, Wall Mountable, Desktop 	\$900.61	45	\$40,527.45
LIC-ENT-5YR Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period	\$194.06	45	\$8,732.70

Subtotal: \$185,310.99



Gravenstein Elementary Network 2017

Prepared by:

Knowing Technologies

Tom Wildman
(415) 264-2104
twildman@knowingtechnologies.com

Prepared for:

Gravenstein Elementary School

3840 Twig Ave
Sebastopol, CA 95472
Jennifer Schwinn
(707) 823-5361
jschwinn@grav.k12.ca.us

Quote Information:

Quote #: taw000033

Version: 1
Delivery Date: 07/25/2017
Expiration Date: 08/22/2017

Quote Summary

Description	Amount
Hardware	\$185,310.99

Subtotal: \$185,310.99

Estimated Tax: \$9,892.45

Total: \$195,203.44

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Knowing Technologies

Gravenstein Elementary School

Signature: _____

Name: Tom Wildman

Title: Partner

Date: 07/25/2017

Signature: _____

Name: Jennifer Schwinn

Date: _____

