

SUBJECT: Contract for Services with Patrice Vecchione at Robert Down

PERSON(S) RESPONSIBLE: Linda Williams, Principal at Robert Down Elementary

RECOMMENDATION:

The Administration recommends that the Board approve the contract and funding as proposed.

BACKGROUND:

The Robert Down Elementary School continues to want to provide an educational poetry writing program as a supplement to the regular educational program.

INFORMATION:

To provide this service, Robert Down School Principal, Linda Williams, is proposing to utilize the services of Patrice Vecchione to provide poetry workshops in grades K through 5. Patrice Vecchione has successfully provided this service to the District in the past. New contracting (vs. employment) regulations, contained in SB1419, require that the District stipulate which of the limited criteria for entering into contracts is being used. This is noted on the following page.

FISCAL IMPACT:

Contract cost of \$13,000 will be covered by Chapman and Monterey Peninsula Youth Foundation (\$9,600 carryover from 2010/11 donations and \$3,400.00 from 2011/12 donations)

.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
555 Sinex Avenue, Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and Patrice Vecchione for services rendered as specified below.

1. **Scope of Service:** Poetry workshops for all Robert Down Classes. Three poetry sessions for Each of the four kindergartens. Five poetry writing sessions for each 1st – 5th grade class. Poetry Anthology coordination, includes poetry selection, editing, typing, design, rehearsals and recital as well as interface with printer. Anthology does not include printing costs.

2. **Expected outcome(s)** Students will become more skilled writers. We will publish a student Poetry Anthology.

3. **Dates of Service:** January 23, 2012 – May 25, 2012

4. **Financial Arrangements:**
Consultant is to be paid at the rate of: \$13,000.00 for (project) to be billed monthly and not to exceed \$ 13,000.00 for the entire contract.

Funding Source: Chapman and Monterey Peninsula Youth Foundation Donations 01-0038-0-1110-1000-430000-002-7280-072 (\$9,600-10/11 carryover & \$3,400-11/12 Donations)

Consultant: Patrice Vecchione Social Security # _____

Address PO Box 1261, Monterey, CA 93942

Signed _____ Date 1/15/12
____ District Employee Independent Consultant *

Signed [Signature] Date 1-15-12
Site/Program Administrator –

Contracted work was assigned using District's normal employment recruitment process.

Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____
Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

***Independent Consultant must sign and submit a W-9 to District prior to providing service.**

Contract for Services Criteria

District/Site Administrator – Please circle criteria that applies and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school 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 school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.


District/Site Administrator

1-15-12
Date