

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

**SUBJECT: REVISED** Contract for Services with Emberlight Productions

**DATE:** December 17, 2020

**PERSON(S) RESPONSIBLE:** Sean Roach, Pacific Grove Middle School Principal

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Emberlight Productions, located in Pacific Grove, to produce the individual videos from Pacific Grove Middle School (PGMS) Music students into a large production video.

**BACKGROUND:**

This will be the first year Emberlight Productions has produced a video production for PGMS music students. Due to COVID19, the students will not be able to hold an in person Spring Concert, if we are still teaching virtually.

**INFORMATION:**

PGMS Music students will each record themselves and email the video to Barbara Priest who will then send the videos to Emberlight Productions to compile into a large production to share with PGMS families online.

**FISCAL IMPACT:**

Fund 01. PGMS Music donation account.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

**435 Hillcrest Avenue  
Pacific Grove, CA 93950**

**CONTRACT FOR SERVICES**

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

**1. Scope of Service:**

To provide: Compile individual videos into a large production for PGMS Spring Music Concert . Due to COVID19, our spring concert (only if we are teaching virtually) will be shown virtually.

**2. Evaluation and/or expected outcome(s)(continue on attached page if needed):**

Emberlight Productions will complete a large scale music production out of individual videos from our PGMS music students to share online with our families.

**3. Length of the Contract:**

Service is to be provided on the following date(s):  
May 12, 2021

**4. Financial Consideration:**

Consultant to be paid at the rate of:  
\$500.00 per concert(\$ per hr/day/other)  
For a month(hours/days/**other**) not to exceed \$500.00  
School Funding Source: Site Music Donation Account  
Account Code: 01-9005-0-1110-1000-4300-00-005-1432-0720

Consultant (Please print) Emberlight Productions

Address P. O. Box 51803,. Pacific Grove, Ca. 93950 Phone:831-224-0575

Signed \_\_\_\_\_ Date Click or tap to enter a date.

Email matthewkalamane@gmail.com

District Employee  Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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 \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent

**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 apply 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

\_\_\_\_\_  
Date