

Board Office Use: Legislative File Info.	
File ID Number	13-0840
Introduction Date	5-8-13
Enactment Number	13-0769
Enactment Date	5/8/13 <i>ed</i>



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To The Board of Education

From Tony Smith, Ph.D., Superintendent
By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action
Vernon Hal, Deputy Superintendent, Business & Operations

Board Meeting Date
(To be completed by Procurement)

5/8/13

Subject

Professional Services Contract -
Kirksville Web Design Kirksville MO (contractor, City State)
Technology Services (site/department)

Action Requested

Ratification of a professional services contract between Oakland Unified School District and Kirksville Web Design. Services to be primarily provided to Technology Services for the period of 03/11/2013 through 05/31/2013.

Background

A one paragraph explanation of why the consultant's services are needed.

Kirksville Web Design create clean, modern websites t with the Google Sites web platform. Build a solid intranet which is easy to maintain and serves as a hub for company information and discussion. Graphics & Programming: Take advantage of the newest tools and capabilities of Google Sites and other applications to serve each client's needs.

Discussion

One paragraph summary of the scope of work.

Professional Services Contract between Oakland Unified School District and Kirksville web design of 414 N Florence St., Kirksville, MO for the latter to provide services to build a new OUSD intranet on the Google sites, upload content provided by OUSD, and provide instructions for take over once site is built for the period of March 11, 2013 through May 31, 2013 in an amount not to exceed \$8000.)

Recommendation

Ratification of professional services contract between Oakland Unified School District and Kirksville Web Design. Services to be primarily provided to Technology Services for the period of 03/11/2013 through 05/31/2013.

Fiscal Impact

Funding resource name (please spell out) Unrestricted
not to exceed \$ 8,000.00

Attachments

- Professional Services Contract including scope of work
- Fingerprint/Background Check Certification
- Commercial General Liability Insurance Certification
- TB screening documentation
- Statement of qualifications

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OAKLAND UNIFIED
SCHOOL DISTRICT

PROFESSIONAL SERVICES CONTRACT 2012-2013

This Agreement is entered into between the Oakland Unified School District (OUSD) and Kirksville Web Design (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

- Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
- Terms:** CONTRACTOR shall commence work on 03/11/2013, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$81,000 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$81,000, whichever is later. The work shall be completed no later than 05/31/2013.
- Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed eight thousand Dollars (\$8,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: Intranet design, build, upload, content, provide by OUSD, and instructios or phone training for hand off.

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

- Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
 - Individual consultants:
 - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
 - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
 - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
 - Agencies or organizations:
 - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
- Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* _____ which shall not exceed a total cost of \$ _____.
- CONTRACTOR Qualifications / Performance of Services.**

CONTRACTOR Qualifications. CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.

Standard of Care. CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

Professional Services Contract

OUSD Representative:

Name: Manisha Patel/Gee Kin Chou
Site /Dept.: Technology Services
Address: 1011 Union Street
Oakland, CA 94607
Phone: (510) 290-3616

CONTRACTOR:

Name: Kyle Horst
Title: Owner/Designer
Address: 414 N Florence St.
Kirksville MO 63501
Phone: (660) 216-5241

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. Invoicing

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.
2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:
 - i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and at statement that subsequent arrest records have been requested for each person listed.
 - ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. Status of Contractor: This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

10. Insurance:

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:
 - i. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

- CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.
- CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

- ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
- iii. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

OR

- iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. Licenses and Permits: CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

Professional Services Contract

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s). Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex or sexual orientation.
14. **Drug-Free / Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites.
15. **Indemnification:** CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement. This provision survives termination of this Agreement.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
1. **Tuberculosis Screening**
 2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor further certifies that it has received and reviewed fingerprint results for each of its Employees and Contractor has requested and reviews subsequent arrest records for all Employees who may come into contract with OUSD pupils in providing services to the District under this Agreement.

Contractor initial: CH

In the event that OUSD, in its sole discretion, at any time during the term of this contract, desires the removal of any CONSULTANT related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

20. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
- 24. **Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of OUSD to perform any service by this Agreement.

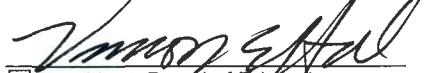
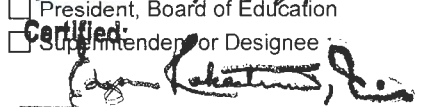
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. (<https://www.epls.gov/epls/search.do>)

Summary of terms and compensation:

Anticipated start date: 03/11/2013 Work shall be completed by: 05/31/2013 Total Fee: \$ 8,000.00

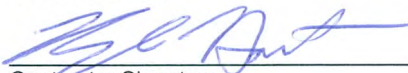
OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Certified: Superintendent or Designee

Edgar Restrepo, Jr., Secretary
 Secretary, Board of Education

Date

9/9/13
Date

CONTRACTOR



Contractor Signature
3/11/2013
Date

 Kyle Horst

Print Name, Title
 Owner/Designer

File ID Number: 13-0840
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 By: OA

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval of a Professional Services Contract between Oakland Unified School District and Kirksville web design of 414 N Florence St., Kirksville, MO for the latter to provide services to build a new OUSD intranet on the Google sites, upload content provided by OUSD, and provide instructions for take over once site is built for the period of March 11, 2013 through May 31, 2013 in an amount not to exceed \$8000.)

SCOPE OF WORK

Kirksville Web Design will provide a maximum of _____ hours of services at a rate of \$_____ per hour for a total not to exceed \$8,000.00. Services are anticipated to begin on 03/11/2013 and end on 05/31/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

KWD will design, layout, and customize one Google Site theme to match client's brand or provided specifications. KWD will design and layout of up to 25 web pages to create the structure of Google Sites, this item includes integrating those pages into the navigation of the website. Implement client-requested functionality and gadgets as described below. KWD will migrate content from whatever means client is willing to provide content, such as Dropbox, Box or Google Drive.

Functionalities available to be implemented include: Blogger (blog, rss feed, tagging, archiving), Google Groups for newsletter style functionality (email notifications, rss feed, topics & commenting), Announcements Sites page template, RSS Feed Embed Gadget, Google Drive Folder Embed, web forms, Google Sites functionality (search engine, page level permissions, web page layout & design, pre-configured Google Sites gadgets, pre-configured page templates), custom slideshow gadget for home page. KWD will not custom develop any applications using Google Apps Script or Google App Engine. During the month of April OUSD will collect user feedback about new intranet, and submit to Kirksville for minor edits at scheduled times in April and/or May. KWD will also be able for hand off meetings and provide written instructions, if needed for OUSD TS.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

A functioning intranet website that disseminates information to specific groups. As a result of the work, groups will be able to quickly find new information and documents relevant to them.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required)** – Action Item Number: _____
- Action Item added as modification to Board Approved SPSA** – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
 2. Meeting announcement for meeting in which the SPSA modification was approved.
 3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the SPSA modification was approved.
-



KIRKSVILLE WEB DESIGN

414 N Florence St., Kirksville, MO 63501

kyle@kirksvillewebdesign.com | www.kirksvillewebdesign.com

KIRKSVILLE WEB DESIGN RESUME

- Since the start of business in 2009, we have designed over 400 Google Sites for clients all around the world in a variety of different fields.
- We **only** design Google Sites and have made a profit at our business each year since inception.
- We specialize in a polished style inspired by modern web design. Clean and professional, that typifies our approach to design. Visitors to the website will be able to quickly find where they want to go with a call to action and clear page navigation menu.
- We have received 58 excellent reviews on the Google Apps Marketplace for Sites custom design (<http://goo.gl/e21TD>)
- Kirksville Web Design authored www.googlesiteswebdesign.com, a blog for Sites developers with 20,000+ pageviews a month.
- We've answered 100+ questions on the Google Sites Help Forum.
- We are a trusted Google Sites expert for 15+ Google Apps Resellers.
- We are proficient in Photoshop, Illustrator open source equivalents GIMP and Inkscape with the ability to develop custom graphics for web and print.
- We have built a Google Sites training website with video tutorials at www.googlesitetraining.com

BIOGRAPHY / CONTACT INFORMATION

PRINCIPLE CONTACT

Kyle Horst, Owner/Lead Designer

Cell: 660.216.5241 **Email:** kyle@kirksvillewebdesign.com

Address: 414 N Florence St., Kirksville, MO 63501



KIRKSVILLE WEB DESIGN

414 N Florence St., Kirksville, MO 63501

kyle@kirksvillewebdesign.com | www.kirksvillewebdesign.com

Kyle Horst launched Kirksville Web Design in 2009, and he has personally created, designed and developed all of the Google Sites projects taken on by the business. An avid reader of current web design standards and usability, Kyle has maximized the potential of the Google Sites platform by bringing an eye for clean front-end design to a versatile web platform. Kyle profile is fully available at [Linkedin](#)

REFERENCES

Teach for America

Rachel Bordoli

SMD, Enterprise Business Analysis IT Solutions

Office: 415-659-0800 x48110

Cell: 415-602-2404

rachel.bordoli@teachforamerica.org

The Teach for America Google Sites intranet, called The Hub, is the biggest undertaking Kirksville Web Design has had with an estimated 250 pages. This intranet has been in development since 12/2/2012 and is set to be complete in early February of 2013. The intranet contains diverse sources of information, including: embedded Document Management widgets, embedded Google Doc diagrams, tables, navigation gadgets, and wiki-style pages.

US Aid

Kyle Block

Impact Evaluation Program Assistant

Ph: 703.465.1884, ext. 255

Fax: 703.465.1888



KIRKSVILLE WEB DESIGN

414 N Florence St., Kirksville, MO 63501

kyle@kirksvillewebdesign.com | www.kirksvillewebdesign.com

kblock@socialimpact.com

In 2012, the USAID Google Sites project had a scope of work for two unique, branded Google Sites themes, many custom designed pages and several published page templates. Features included recent announcements, a Twitter feed, slideshows, and an employee directory.

Xyratex

Julia Evans

Content Management Administrator

Office: (510) 687-5425

Cell: (510) 358-1347

julia_evans@xyratex.com

In 2012, Xyratex commissioned Kirksville Web Design to design two Google Sites templates to reflect the Xyratex brand. Each Google Site contained about 10 unique pages for purposes of a staff directory, document management, support ticketing, company calendar, and news.

SAU53 - Chichester Central School

Pam Stile

Principal

Office: (603) 798-5651

pstiles@sau53.org

In 2012, Kirksville Web Design created a Google Sites website for the SAU53 School district to be used by Teachers to learn about the the Common Core Standard curriculum and submit lessons for other teachers to use. Kirksville Web Design designed a unique system for the submittal and organization of lesson plans which



KIRKSVILLE WEB DESIGN

414 N Florence St., Kirksville, MO 63501

kyle@kirksvillewebdesign.com | www.kirksvillewebdesign.com

included embedded Google Docs spreadsheet driven sortable tables.

Google Site Location:

<https://sites.google.com/a/nheon.org/nh-common-core-standards/>

Corporate Concierge Services

Tom Larance

CEO

Office: 312.329.1234

Cell: 312.731.7007

tlarance@corporateconcierge.com

Kirksville Web Design has been engaged with Corporate Concierge Services for Google Sites development since 2012. Kirksville Web Design has created over 30 Google Sites for the company to use both internally and for the public. We have been on hand to make changes to the Google Sites, create new Sites, and provide timely service to implement features such for "Chat with a Concierge" and a Discount Ticket Sale portal for concierges.

A Google Site Location:

<http://fox-plaza.conciergecalendars.com/>

Consultant Fingerprint/Criminal Background Check Waiver Request

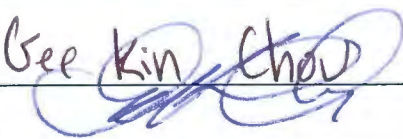
Directions

The District requires that all contractors who will have contact with students complete a Fingerprint/Criminal Background Check through OUSD. The OUSD Administrator can request that this requirement is waived for consultants who will never interact with students. Fingerprint waivers require Cabinet level approval (Deputy Superintendent/Superintendent). To request this waiver complete this form and submit it with the contract packet. If your request is denied you will be required to resubmit the packet with documentation verifying that the consultant has completed this requirement.

Contractor Name	Kirskville Web Design		
Originator Name	Gee Kin Chow	Site or Department	Tech Service
Which sites or locations will the contractor be working at?	none off site		
TB Clearance Requirement			
<i>Proof of negative TB status is required for all consultants who will be working with OUSD students or staff. TB clearance waivers are only granted if the contractor will be working remotely or the contractor is a one time speaker with less than 6 hours of contact with OUSD employees.</i>			
How is this contractor going to meet the TB clearance requirement?			
TB Waiver requested <input checked="" type="checkbox"/>		Proof of TB clearance is in the contract packet <input type="checkbox"/>	

[TO BE COMPLETED BY AUTHORIZED OUSD EMPLOYEE ONLY.]

CONTRACTOR's employees will have only limited contact, if any, with OUSD pupils and OUSD will take appropriate steps to protect the safety of any pupils that may come in contact with CONTRACTOR's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CONTRACTOR for the services under this Agreement. As an authorized OUSD official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of OUSD. (Education Code § 45125.1 (c))

OUSD Representative's Name	Gee Kin Chow	Title	CTO
OUSD Representative's Signature		Date	3/19/13

Approval Cabinet Level approval required (Deputy Superintendent/Superintendent)

Approver Name	Title
Approver Signature	Date
Reason for Approval:	

OUSD Consultant General Liability Insurance

Reduced Insurance Requirement or Waiver Request

Directions

All consultants are required to provide proof of General Liability Insurance with limits of One Million Dollars per occurrence. Additional information about this requirement can be found on the internet under Finances, Procurement and Distribution tab, document entitled "Information for Consultants." In rare circumstances, where appropriate, the District can reduce the required amount of insurance or waive the general liability insurance requirement. To request that your contract is considered for either a reduced amount of insurance or a waiver, complete this form and submit it with a copy of the contract to Risk Management. Waivers will only be granted in cases where the consultant will have NO interaction with students.

Steps:

1. OUSD Contract Originator completes request form
2. OUSD Contract Originator submits request form and **copy of contract** with Scope of Work to Risk Management at 1025 2nd Avenue, Room 115A or email cynthia.grice@ousd.k12.ca.us.
3. Risk Management considers request and returns form within 7 business days to OUSD Contract Originator
4. If approved, OUSD Contract Originator submits form with completed contract to Procurement.

Contractor Name	Kirksville webdesign	Contract Amount	\$ 8,000
OUSD Originator Name	Bee Kin Chau	Site / Department	Tech Services

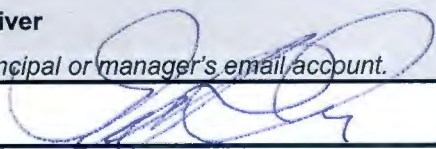
Why do you believe that this contract poses a low risk to the District and should be eligible for a reduction or waiver of the general liability insurance requirement?

web designer working off site

Signature of Contract Originator Requesting Waiver

If submitted via email, type name and send from principal or manager's email account.

OUSD Principal or Manager



Date 8/15/13

Risk Management

Approved: Based on the scope of work provided, I approve the following adjustment to the General Liability Insurance requirement for this contract:

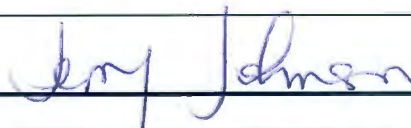
Reduced Requirement : \$ _____ Waiver of General Liability Insurance Requirement

Reason for reduction or waiver: Jerry Johnson

Denied: Unfortunately, this contract does not qualify for a reduction or waiver

Denial Reason: _____

Signature



Date 4/22/13

PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits complete contract packet for approval to Procurement.

Attachment Checklist	<input type="checkbox"/>	For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
	<input type="checkbox"/>	For individual consultants: Proof of negative tuberculosis status within past 4 years.
	<input checked="" type="checkbox"/>	For All Consultants: Results page of the Excluded Party List (https://www.epls.gov/epls/search.do)
	<input type="checkbox"/>	For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
	<input type="checkbox"/>	For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
	<input type="checkbox"/>	For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact Emails about this contract should be sent to: (required) manisha.patel@ousd.k12.ca.us

Contractor Information

Contractor Name	Kirksville Web Design	Agency's Contact	Kyle Horst			
OUSD Vendor ID #	1005985	Title	Owner/Designer			
Street Address	414 N Florence St.	City	Kirksville	State	MO	Zip 63501
Telephone	(660) 216-5241	Email (required)	kyle@kirksvillewebdesign.com			
Contractor History	Previously been an OUSD contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

Compensation and Terms – Must be within the OUSD Billing Guidelines

Anticipated start date	03/11/2013	Date work will end	05/31/2013	Other Expenses	\$ 8,000.00
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
	Unrestricted	986111079958	5825	\$ 8,000.00
			5825	\$
			5825	\$
Requisition No. (required)	R0314430		Total Contract Amount	\$ 8,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	Administrator / Manager (Originator)	Name	Manisha Patel/Gee Kin Chou	Phone	(510) 290-3616	
	Site / Department	Technology Services			Fax	
	Signature				Date Approved	3/12/13
2.	Resource Manager, if using funds managed by: <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Family, Schools, and Community Partnerships					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
3.	Regional Executive Officer					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site					
	<input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
4.	Signature				Date Approved	
	Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
5.	Superintendent, Board of Education Signature on the legal contract					
Legal	Required if not using standard contract	Approved	Denied - Reason	Date		
Procurement	Date Received	PO Number		P1307970		

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