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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
Community Schools, Thriving Students

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Susan Beltz, Chief Technology Officer

**Meeting Date** February 9, 2022

**Subject** Ratification by the Board of Education of Fee Agreement between Oakland Unified School District and Motion Recruitment Partners LLC  
Services for: September 21, 2021 - September 20, 2026

**Ask of the Board** Ratification by the Board of Education of Fee Agreement between Oakland Unified School District and Motion Recruitment Partners LLC, San Francisco, CA, for the latter to provide information technology staff recruitment services for the period September 21, 2021 - September 20, 2026 for an amount not to exceed \$40,000.

**Background** The Technology Services department previously used Workbridge Associates, which was subsequently acquired by Motion Recruitment Partners, LLC, to provide highly-qualified candidates for specialized information technology positions and seeks to use this firm going forward for the same services as previously provided.

**Discussion** The Technology Services department includes a number of key positions requiring a senior level of expertise in highly specialized technical skill sets. While the department uses all available channels to recruit for open positions, there is a high level of competition for IT professionals in the Bay Area, and there is often an urgent need to fill vacant positions. Motion Recruitment Partners is an IT staffing agency that specializes in technology recruitment throughout 16 North American cities, including the Bay Area. We seek to leverage their services as needed to obtain highly-qualified candidates for open positions, as we have done in the past.

**Competitively Bid** No. Professional Service Agreement of less than \$96,700.

**Fiscal Impact** Not to exceed \$40,000 from 2021-22 through 2025-26 Funding Resource 010-0000-0-0000-7700-5825-986-9860-1110-0301-99999: General Purpose, Consultants

**Attachment(s)**

- Fee Agreement

# MOTION RECRUITMENT

## Fee Agreement between Motion Recruitment Partners LLC and Oakland Unified School District

For services rendered in the placement of any candidate under this agreement ("Agreement"), Oakland Unified School District ("Customer") agrees to pay Motion Recruitment Partners LLC, ("Motion"), a fee equal to 20% of the placed candidate's first year's annual compensation, within 45 days of the placed candidate's commencement of employment, for a maximum fee of \$40,000.

Such fee will be billed in U.S. dollars if the placement is made with Customer in the U.S., or billed in Canadian dollars if the placement is made with Customer in Canada.

In exchange, Motion will provide the following services to Customer: Identify and engage candidates. At request of customer, Motion will also help schedule interviews, check references, and give advice on how best to get Motion's candidates to accept Customer's job offers. If Customer elects to schedule any interview on their own, or extend an offer to one of Motion's candidates without getting Motion's advice, Customer will still pay Motion the agreed upon fee.

Provided payment is received within 45 days of the placed candidate's commencement of employment, Motion will offer Customer a 60 calendar day guarantee whereby should the candidate be terminated for substandard work performance or voluntarily resign within the first 60 calendar days of employment, any monies paid by Customer for the related transaction will be refunded by Motion. This guarantee does not apply in cases of merger, acquisition or layoff. To qualify for this guarantee, Customer must notify Motion within 5 business days of the candidate's last day of work.

The term of this Agreement shall be five years from the date signed by both parties, and all referrals will remain in effect for one year. If Customer interviews a candidate from Motion and that candidate is hired by Customer anytime over the following year, Motion will be entitled to its entire fee regardless of Customer's evidence of prior or subsequent introductions to the candidate.

Customer agrees to pay in full all sums due to Motion under this agreement, regardless if Customer redirects or outsources placement services to a third party organization. Any additional costs incurred by Customer will be the sole responsibility of Customer.

**TAXES.** In addition to the fees payable by Customer to Motion pursuant to this agreement, Customer shall be liable for and shall pay to Motion all sales, retail, use, goods and services, value added, excise and similar taxes, duties and charges imposed, levied or assessed by any governmental authority, whether now in force or enacted in the future, including penalties and interest, in connection with the provision of services by Motion to Customer pursuant to this agreement. Specifically included for any placement made with Customer in Canada is the payment of Harmonized Sales Tax ("HST") to Motion by Customer.

**INDEMNIFICATION.** To the furthest extent permitted by California law, Motion shall indemnify, defend and hold harmless Customer, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of Motion's performance of this Agreement. To the furthest extent permitted by California law, Customer shall indemnify, defend, and hold harmless Motion, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of Customer's performance of this Agreement.

**INSURANCE.** Motion shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to Customer and shall name Customer as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to Customer upon request. Endorsement of Customer as an additional insured shall not affect Customer's rights to any claim, demand, suit or judgment made, brought or recovered against Motion. The policy shall protect Motion and Customer 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.

Although Motion provides professional reference checks and other types of verification documentation when requested, we encourage our clients to perform additional background checks and further testing of the candidates when necessary. Please contact our office if you would like to be referred to companies that can provide you with these additional verification services.

Motion's policy is to submit applicants without regard to race, religion, national origin, sex or age.

Contact information for notices:  
Motion Recruitment Partners LLC  
501 Boylston St. 3<sup>rd</sup> Floor.

Boston, MA. 02116  
phone: (415) 982-0500  
[www.motionrecruitment.com](http://www.motionrecruitment.com)  
9/8/2021

Susan Beltz  
Chief Technology Officer  
Oakland Unified School District  
1000 Broadway Suite 150  
Oakland, CA 94607

AGREED AND ACCEPTED FOR Motion Recruitment Partners LLC BY:

<u><i>Ryan Brittain</i></u>	<u>Ryan Brittain</u>	<u>9/17/2021</u>
(Authorized Signature)	(Print Name and Title)	(Date)

AGREED AND ACCEPTED FOR Oakland Unified School District, BY:

<u><i>Susan E Beltz</i></u>	<u>Susan Beltz, Chief Technology Officer</u>	<u>9/21/2021</u>
(Authorized Signature)	(Print Name and Title)	(Date)

Approved as to form by OUSD Staff Attorney Joanna Powell on 9/17/21.

*Joanna J. Powell*  
*J. Johnson*

Kyla Johnson-Trammell, Secretary, Board of Education 2/10/2022