

Board Office Use: Legislative File Info.	
File ID Number	16-2543
Introduction Date	8/9/2017
Enactment Number	17-1129
Enactment Date	8-9-17



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Kyla Johnson-Tramell, Superintendent  
Tara Gard, Deputy Chief Talent Officer

**Board Meeting Date** 8-9-17

**Subject** Service Order – CareerArc Group – Talent Division 944

**Action Requested** Ratification by the Board of Education of a 16-month Service Order Agreement between the District and CareerArc Group, Burbank, CA, for the latter to provide Social Recruiting Management Software, Social Network Distribution, Social Recruitment Branding, Web Distribution, Social Recruiting Analytics, and Mobile Application, for the period of October 31, 2016 through February 28, 2018.

**Background**  
*A one paragraph explanation of the the MOU.*

The Agreement for services needed to make our recruitment process more effective by providing high level social recruiting services, optimizing our talent management.

**Discussion**  
*One paragraph summary of the MOU.*

Career Arc Group to provide social recruiting services including:

- Social Recruiting Management Software
- Social Network Distribution
- Social Recruitment Branding
- Web Distribution
- Social Recruiting Analytics
- Mobile Application

**Recommendation**

Ratification by the Board of Education of a 16-month Service Agreement between the District and CareerArc Group, Burbank, CA, for the latter to provide Social Recruiting Management Software, Social Network Distribution, Social Recruitment Branding, Web Distribution, Social Recruiting Analytics, and Mobile Application, for the period of October 31, 2016 through February 28, 2018.

**Fiscal Impact**

Funding resource General Purpose not to exceed \$20,000.00

**Attachments**

- Service Agreement, including scope of work
- SAM.gov



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With Every Consent Agenda Contract.**

**Legislative File ID No.** 16-2543

**Department:** Talent Division 944

**Vendor Name:** CareerArc

**Contract Term:** Start Date: 10/31/2016 End Date: 11/17/2017

**Annual Cost:** \$ 20,000.00

**Approved by:** Tara Gard

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

We reviewed a number of different companies and determined that this company was the best fit for our need.

**Summarize the services this Vendor will be providing.**

Career Arc Group to provide social recruiting services including:

- Social Recruiting Management Software
- Social Network Distribution
- Social Recruitment Branding
- Web Distribution
- Social Recruiting Analytics
- Mobile Application

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

We reviewed charges for similar services and determined that the requested price for the services provided was appropriate.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**





CareerArc • 2600 West Olive Avenue, Suite 710, Burbank, CA 91505 • p: (888) 303-2526 • f: (866) 424-4463 • e: contracts@careerarc.com

**CAREERARC SOCIAL RECRUITING  
SERVICE ORDER**

<b>EFFECTIVE DATE: 10-31-16</b>	<b>SALES CONTACT: DANA REED</b>
<b>CLIENT INFORMATION</b>	
<b>CLIENT: OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>ACCOUNTING</b>
<b>CONTACT NAME: MARYCLAIRE DELGADO</b>	<b>CONTACT NAME: Angelica Ochoa</b>
<b>PHONE/FAX: 510-501-7073</b>	<b>PHONE: 510-879-0169</b>
<b>EMAIL: MARYCLAIRE.DELGADO@OUSD.ORG</b>	<b>EMAIL: angelica.ochoa@ousd.org</b>
<b>BILLING ADDRESS: 1000 BROADWAY, #680, OAKLAND, CA 94607</b>	<b>Ste 295</b>

**SERVICES**

CAREERARC'S SOCIAL RECRUITING SERVICES INCLUDE THE FOLLOWING ("SERVICES"):

- SOCIAL RECRUITING MANAGEMENT SOFTWARE
- SOCIAL NETWORK DISTRIBUTION
- SOCIAL RECRUITMENT BRANDING
- WEB DISTRIBUTION
- SOCIAL RECRUITING ANALYTICS
- MOBILE

File ID Number: 16-2593  
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 By: \_\_\_\_\_

**TERM / FEES**

<b>TERM (BEGINS ON THE EFFECTIVE DATE):</b>	<b>16 MONTHS</b>	<b>INCLUDES 1 MONTH FOR INTEGRATION + 90 ADDITIONAL DAYS</b>
<b>SUBSCRIPTION FEE:</b>	<b>\$30,500</b>	<b>UP TO 200 JOBS PER MONTH + 90 ADDITIONAL DAYS + JOBS MAP</b>
<b>INTEGRATION:</b>	<b>INCLUDED</b>	
<b>OTHER:</b>	<b>(\$5,000)</b>	<b>90 EXTRA DAYS – WITH SIGNATURE BY 10-31-16</b>
	<b>(\$5,500)</b>	<b>JOBS MAP WITH SIGNATURE BY 10-31-16</b>
<b>TOTAL SERVICE FEES:</b>	<b>\$20,000</b>	<b>INVOICE ON EFFECTIVE DATE</b>

**SIGNATURES**

This agreement is made between CareerArc Group LLC, doing business as CareerArc ("CareerArc"), and the Client named above, and comprises (i) this "Service Order" and (ii) the "General Terms and Conditions" contained in Exhibit A attached hereto and incorporated herein (collectively, the "Agreement"). CareerArc and Client may hereinafter be collectively referred to as the "Parties" and individually, the "Party". BY SIGNING THIS SERVICE ORDER, YOU WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE CLIENT AND ACKNOWLEDGE ON BEHALF OF THE CLIENT THAT YOU HAVE READ AND UNDERSTOOD THIS SERVICE ORDER AND THE ATTACHED TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY THEIR TERMS. THE DATE OF THIS AGREEMENT WILL BE AS OF THE EFFECTIVE DATE ABOVE.

<b>CLIENT: OAKLAND UNIFIED SCHOOL DISTRICT</b>	<b>CAREERARC GROUP LLC</b>
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>PRINT NAME: MARY CLAIRE DELGADO</b> Tara Gard	<b>PRINT NAME:</b> NICOLE WANG
<b>TITLE: LEAD TALENT RECRUITER</b> Interim Deputy Chief Talent Officer	<b>TITLE:</b> CFO
<b>DATE:</b> 11/9/2016	<b>DATE:</b> 11/9/16

James Harris  
 President, Board of Education

Kyla Johnson-Trammell

Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT  
 Office of General Counsel  
 APPROVES FOR FORM & SUBSTANCE  
 By:   
 Attorney at Law  
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**EXHIBIT A**  
**GENERAL TERMS & CONDITIONS**

1. **SERVICES; LICENSE.** CareerArc will host and/or make available the Services to Client during the Term and grants to Client, a limited, non-exclusive, revocable, non-transferable license, to access and use the Services during the Term. If Client elects to use CareerArc's *Candidate Care* or *Outplacement Services* under the Service Order, then as part of this license grant, CareerArc will also host and make available these Services to Client's End Users to enable them to prepare and search for employment opportunities. "End Users" shall refer to Client's declined job applicants in the case of *Candidate Care* and transitioning employees or spouses of existing employees in the case of *Outplacement*.

2. **PAYMENT.** Client will be invoiced for, and pay, the "Service Fees" specified in the Service Order within thirty (30) days from the date of such invoice. Service Fees are subject to change prior to the beginning of any Renewal Terms in accordance with CareerArc's pricing then in effect at such time. The Service Fees are exclusive of any applicable taxes or levies, and accordingly, Client is responsible for payment of such taxes and levies, unless it is exempt therefrom and provides CareerArc with a copy of its tax exemption certificate or number. Unpaid Service Fees are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection (including reasonable attorneys' fees). Interest will accrue on a daily basis from the due date up to the date of actual payment and after, as well as before, judgment in the event that any such sum is contested. CareerArc may, at its absolute discretion, suspend access during any period in which payment of all or any part of the Service Fee is overdue, or in the event the Client is otherwise in breach of this Agreement. Client will not be entitled to any refund of the Service Fee attributable to the period during which access was suspended for such breach.

3. **WARRANTIES; DISCLAIMERS; LIMITATIONS.**

a. **Client Warranty.** Client represents and warrants that: (i) it has the necessary power and authority to enter into, and perform its obligations under, this Agreement; (ii) it will cooperate and assist CareerArc with the integration of the Services for Client's and its End Users' use; (iii) it will use the Services in strict compliance with all applicable federal, state and local laws, rules and regulations, and the terms and conditions of this Agreement; and (iv) it will not submit or input any Client Content (as defined below) that infringes the intellectual property right of any third party, or contains anything that is obscene, defamatory, harassing, offensive, malicious, or otherwise violates any applicable law or other right of any third party. To the extent not prohibited by law, Client agrees to defend, indemnify, and hold CareerArc harmless, from any and all claims, demands, or other liability to third parties, which result from Client's breach of this Section 3(a).

b. **CareerArc Warranty.** CareerArc represents and warrants that it will provide the Services in accordance with the terms hereunder; provided, however, that CareerArc will not be responsible for any delays, errors, failures to perform, interruptions or disruptions in the Services caused by or resulting from any act, omission or condition beyond the reasonable control of CareerArc, whether or not foreseeable or identified, including, but not limited to, any acts, omissions or conditions caused by CareerArc's social network partners (e.g., Twitter, Facebook, LinkedIn). Client accepts that the Services may also be temporarily unavailable or impaired due to scheduled maintenance or unscheduled emergency maintenance. CareerArc makes no representations or warranties that the Services comply with the laws of any country outside the United States. If Client receives or uses the Services or any portion thereof, from outside the United States, the Client does so at its own risk and is responsible for ensuring compliance with applicable laws. THESE WARRANTIES ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TRADE USAGE, OR NON-INFRINGEMENT.

c. **Limitation of Liability.** EXCEPT FOR ANY LIABILITY OF CLIENT ARISING UNDER SECTIONS 5 OR 6, IN NO EVENT SHALL EITHER PARTY, OR ITS SUPPLIERS, BE LIABLE TO THE OTHER, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Except for any liability of Client arising under Sections 2, 3(a), 5, 6 and 7, the total liability of each Party to the other, in respect of any claims (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) brought under or in connection with this Agreement or otherwise, shall be limited to the aggregate Service Fees paid by Client to CareerArc under this Agreement during the twelve (12) month period immediately prior to the event, act or omission giving rise to such liability.

4. **TERM AND TERMINATION.**

a. **Term.** Upon acceptance by CareerArc, this Agreement shall be deemed to have commenced on the Effective Date and will continue for sixteen (16) months thereafter ("Initial Term"), subject to the provisions for early termination set forth below. Upon expiration of the Initial Term, the Agreement will renew automatically for successive annual periods of twelve (12) months each (each, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to expiration of the then-current term.

b. **Termination for Breach.** Notwithstanding the foregoing, either Party may terminate this Agreement immediately by giving the other Party written notice of termination in the following circumstances: (i) if the other Party becomes insolvent, does not pay its debts as they become due, or admits in writing its inability to pay its debts generally, or makes an assignment for the benefit of creditors, or is subject to a petition in bankruptcy (whether voluntary or involuntary), or is adjudicated insolvent or bankrupt, or petitions or applies to any tribunal for the appointment of any receiver or trustee, or is subject to any proceeding under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction; or (ii) if the other Party commits a breach of any of its obligations under this Agreement which is not remedied within thirty (30) days after receipt of a written notice from the Party not in breach ("Cure Period"). If CareerArc is unable to cure during the Cure Period, Client's sole remedy is to terminate this

Agreement, at which time Client will receive a prorated refund of the Service Fee, calculated from the date of termination to the end of the then-current Initial Term or Renewal Term.

c. **Effect of Termination.** Client's entitlement to use the Services will immediately cease on termination of this Agreement. Termination will not affect any rights, obligations or liabilities of either Party, which accrued before termination or which are intended to continue to have effect beyond termination. Without limiting the generality of the foregoing, all payment obligations under Sections 3, 4(c), 5, 6, and 7 will survive termination of the Agreement.

5. **CONFIDENTIALITY.**

a. **Confidentiality Obligation.** "Confidential Information" means all written or oral information (i) designated as confidential at the time of disclosure or (ii) which, by its nature, would be reasonably expected to be treated as confidential, and is made accessible to the other Party in connection with this Agreement including, without limitation, software, data, information, passwords, and the terms, but not the existence of, this Agreement. Each Party shall treat the other Party's Confidential Information confidentially, and with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. In addition, each Party shall use the Confidential Information of the other Party solely in the performance of its obligations under this Agreement and will not disclose it, except to authorized employees of the receiving Party or its affiliates, its legal counsel and its accountants (provided that the receiving party contractually obligates them to a duty of confidentiality no less restrictive than the duty imposed by this Section 5, and remains jointly and severally liable for any breach of confidentiality by them). Each Party shall promptly notify the other Party of any actual or suspected misuse or unauthorized disclosure of its Confidential Information. Upon termination of this Agreement, each Party shall return all tangible copies of any Confidential Information received from the other Party or destroy such Confidential Information upon request of the disclosing Party.

b. **Exceptions.** Confidential information will not include information that the recipient can prove: (i) was generally available to the public at the time it was disclosed, (ii) was known to the recipient, without restriction, prior to disclosure by the disclosing Party, (iii) is disclosed with the prior written approval of the disclosing Party, (iv) was independently obtained or developed by the recipient without any use of the Confidential Information, (v) becomes known to the recipient, without restriction, from a source other than the disclosing Party who does not owe a duty of confidentiality to the disclosing Party and obtained the information by lawful means, or (vi) is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body, or a subpoena. The burden of proof in establishing that any Confidential Information is subject to any of the foregoing exceptions will be borne by the receiving Party.

6. **OWNERSHIP; ACCESS.** Excluding Client's data or content that is submitted by Client and used in connection with the Services, including, without limitation, Client's job descriptions, trademarks and logos (collectively, "Client Content"), Client acknowledges that all right, title and interest in and to the Services and its contents or data, including without limitation, all patent, copyright, trademarks, logos, trade secrets, trade dress or other intellectual property or proprietary rights therein, will remain vested in CareerArc (or where applicable, in its relevant licensors). Client acknowledges and agrees that the Services are not developed with the Service Fees or other Client funds. Any use of the Services not expressly authorized in this Agreement is strictly prohibited. Client agrees to maintain a reasonable system of controls that will protect the integrity of the Services and prevent unauthorized usage. Without limiting the generality of the foregoing, the Client is expressly prohibited from: (i) facilitating access to, or allowing, the Services to be used by any party other than Client or its End Users; (ii) sublicensing, reselling, or commercially exploiting the Services or any portion thereof; or (iii) disassembling, decompiling, reverse engineering, modifying, disrupting or otherwise altering the Services or any part thereof. For the avoidance of doubt, any act or omission of Client's employees with respect to the Services will be an act or omission of Client, irrespective of whether the act or omission was authorized by Client.

7. **MISCELLANEOUS.** CareerArc provides its services as an independent contractor. The Agreement will be governed and interpreted in accordance with the laws of the State of California. Both Parties submit to personal jurisdiction in California and further agree that any cause of action arising under this Agreement shall be brought in a court in Burbank, California. To the extent not prohibited by law, in addition to any other relief awarded, the prevailing Party in any action, shall be entitled to its reasonable attorneys' fees and costs. Client acknowledges and agrees that any breach of Sections 5 or 6 will result in immediate and irreparable harm to CareerArc's business interests and that remedies at law in such event will be inadequate; therefore CareerArc shall have the right to seek immediate injunctive relief against such breach, which shall be in addition to and not in lieu of any other remedies at law or in equity. Neither Party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform due to an event of force majeure, in which case, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to give effect to the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that, or any other provision. If applicable to a particular Service(s), the Client agrees to comply with the then current online Terms of Service and Privacy Policy (collectively, the "Policies") located at [www.careerarc.com](http://www.careerarc.com), as amended from time to time. In the event of an express conflict between the terms of the Agreement and the terms of the Policies, the terms of the Agreement will govern, control and prevail. All notices required or permitted under this Agreement must be in writing, including by email. All communications must be sent to the address specified in the Service Order or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this Section. The Agreement may be executed in counterparts, and a written or electronic signature on a copy of this Agreement received by either Party by facsimile or email is binding upon the other Party as an original. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and shall specifically refer to this Agreement.





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# Search Results

**Current Search Terms: careerarc\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

## Glossary

**Search**

**Results**

Entity

Exclusion

**Search**

**Filters**

By Record Status

By Record Type

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