

Board Office Use: Legislative File Info.	
File ID Number	17-1741
Introduction Date	09/13/2017
Enactment Number	17-1282
Enactment Date	9-13-17



Memo

To Board of Education

From Antwan Wilson, Superintendent

Board Meeting Date 9-13-17
(To be completed by Procurement)

Subject Professional Services Contract - iHire, LLC
- Talent Division (site/department)

Action Requested Ratification of professional services contract between Oakland Unified School District and iHire, LLC. Services to be primarily provided to Talent Division for the period of 8/4/2017 through 8/3/18.

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

The Talent Division needs to generate support to find talented, diverse teachers in hard-to-staff subject areas: Special Education, Spanish, Bilingual, Math, STEM, P.E., Music and Art to ensure all students have a qualified, diverse teacher in their classroom.

Discussion
One paragraph summary of the scope of work.

iHire's Job Wrap Subscription Service with Traffic Boost for promotion on iHire's websites for talented, diverse teachers in hard-to-staff subject areas; i.e., Special Education, Spanish, Bilingual, Math, STEM, P.E., Music and Art to ensure all students have a qualified, diverse teacher in their classroom.

Recommendation Ratification of professional services contract between Oakland Unified School District and iHire, LLC. Services to be primarily provided to Talent Division for the period of 8/4/2017 through 8/3/18.

Fiscal Impact Funding resource name (please spell out) HR Recruitment Unrestricted not to exceed 11,116.00

Attachments

- Professional Services Contract including scope of work
- Contract Justification
- Insurance Certification



CONTRACT JUSTIFICATION FORM

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

Legislative File ID No. 17-1741

Department: Talent Division

Vendor Name: iHire LLC I007489

Contract Term: Start Date: 8/4/17 End Date: 8/3/18

Annual Cost: \$ 11,116.00 for a 3-month trial period

Approved by: Tara Gard

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

This is to generate support to find talented, diverse teachers in hard-to-staff subject areas: Special Education, Spanish, Bilingual, Math, STEM, P.E., Music and Art to ensure all students have a qualified, diverse teacher in their classroom.

Summarize the services this Vendor will be providing.

Pull up to 50 posted jobs from the OUSD website with iHire's Job Wrap Subscription Service with Traffic Boost for promotion on iHire's websites for talented, diverse teachers in hard-to-staff subject areas; i.e., Special Education, Spanish, Bilingual, Math, STEM, P.E., Music and Art to ensure all students have a qualified, diverse teacher in their classroom.

Was this contract competitively bid? Yes No

If No, answer the following:

1) How did you determine the price is competitive?

Price compared with other vendors.

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**

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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

PROFESSIONAL SERVICES CONTRACT 2017-2018

This Agreement is entered into between iHire, LLC (CONTRACTOR) and Oakland Unified School District (OUSD). 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:

1. **Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in Exhibit "A," attached hereto and incorporated herein by reference.
2. **Terms:** The term of this agreement shall be 8/4/17 to 8/3/18. The work shall be completed no later than 8/3/18, but may be renewed upon mutual agreement.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement. The compensation under this Contract shall not exceed Eleven thousand one hundred and sixteen Dollars (\$11,116) as described in Exhibit "A." 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.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as provided in Exhibit "A."

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after 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 OUSD and in that case must be replaced by CONTRACTOR without delay.

4. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement.
5. **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.

6. **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. Invoices shall include, but not be limited to: Contractor name, Contractor address, invoice date, invoice number, purchase order number, name of school or department service was provided to, period of service, name of the person performing the service, date service was rendered, brief description of services provided, number of hours of service, hourly rate, total payment requested.
7. **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: Tara Gard _____
Site /Dept.: Talent Division _____
Address: Oakland Unified School District _____
1000 Broadway, Suite 275, Oakland, CA 94607 _____
Phone: 510-879-0197 _____
Email: Tara.Gard@ousd.org _____

CONTRACTOR:

Name: Jason Hayes _____
Title: _____
Address: iHire _____
41 E All Saints Street, Frederick, MD 21701 _____
Phone: _____
Email: jason.hayes@ihire.com _____

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.

8. **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.
9. **Insurance:**
1. 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 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 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.
10. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
11. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
12. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, 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, 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, sexual orientation, or other legally protected class.
13. **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 controlled substances, alcohol or tobacco on these sites.

Professional Services Contract

14. **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.
15. **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.
16. **Termination:** OUSD may, within three months of executing this Agreement, provide written notice to CONTRACTOR to terminate. 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.
17. **Conduct of CONTRACTOR:** By signing this Agreement, CONTRACTOR certifies compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:
 1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
 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 contact with OUSD pupils in providing services to the District under this Agreement."
18. **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.
19. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate 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).
20. **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.
21. **Confidentiality:** 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.
22. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable, 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 without the prior approval of OUSD Human Resources.

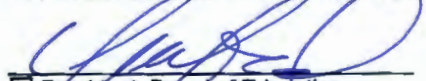

CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, 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.


Professional Services Contract

- 23. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/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.sam.gov/>).
- 24. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement.
- 25. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
- 26. **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.
- 27. **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.
- 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. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this Agreement until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This Agreement shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 30. **W-9 Form:** If CONTRACTOR is doing business with OUSD for the first time, complete and return with the signed Contract the W-9 form.
- 31. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

OAKLAND UNIFIED SCHOOL DISTRICT


 President, Board of Education
 Superintendent
 Chief or Deputy Chief

 Secretary, Board of Education
 8/4/17
 Date
 9-13-17
 Date

CONTRACTOR


 Contractor Signature
 8/3/17
 Date
 Jason Hayes, VP Employer Sales : CS
 Print Name, Title

Form approved by OUSD General Counsel for 2017-18 FY

OAKLAND UNIFIED SCHOOL DISTRICT
 Office of General Counsel
 APPROVED FOR FORM & SUBSTANCE
 By: 
 Attorney at Law

File ID Number: 17-1741
 Introduction Date: 9-13-17
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 By:

EXHIBIT "A" SCOPE OF WORK

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.

This agreement (the "Agreement") for use of the iHire job post & resume search services purchased hereunder (the "Services"), signed by date: July 31, 2017 is between Oakland Unified School District (the "Client") at 1000 Broadway, 2nd Floor, Suite 295, Oakland, CA 94607 and iHire, LLC ("iHire") at 41 E All Saints Street, Frederick, MD 21701. This agreement is to be governed by the laws of the state of California.

iHire will pull up to 50 jobs posted listed on the first page of search results of Client's jobs from Client's website with iHire's Job Wrap Subscription Service for promotion on iHire's websites in order to generate job applicants. For each individual job listing posted by Client, iHire will promote the job listing on the appropriate iHire site including emails to job seekers with notifications of each job (Traffic Boost). For this, Client will compensate iHire as described in this Agreement.

Product	Units	Rate Per Month	Total
3 Month Trial Job Wrap with Traffic Boost	Up to 50 jobs	\$618	\$1,854
3 Month Resume Search	Up to 600 resume views per month	\$225	\$ 675
One-Time Implementation Fee	1	N/A	\$1,000
Total			\$3,529

Payment terms: Upon execution of this contract, Client agrees to pay iHire, LLC \$3,529 (USD) in 1 installment for a 3 month trial, which includes a one-time \$1000 implementation fee. The first installment of \$3,529 is to be paid via invoice net 15 days from the date of execution of this Agreement. Start up and execution of job wrap and access to resume search will begin within 2 weeks. After the trial period, Client agrees to pay iHire, LLC \$2,529 quarterly (three months). Each invoice will include a \$50 processing fee.

Warranty Disclaimer

iHire makes no warranties, representations or conditions with regard to the Job Posting Subscription Service Program, iHire Site(s), or Services, whether express or implied, arising by law or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose; non-infringement; nor warranty arising out of course of performance. In addition, we make no representation that the operation of the iHire Site(s) will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

Future functionality: Client agrees that purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

Assignment: Neither party shall assign any of its rights, obligations or licenses hereunder without the prior written consent of the other party; provided, however, that either party may assign this Agreement and its rights and obligations hereunder to a successor of such party by way of merger, consolidation or acquisition of all or substantially all of the assets or business of such assigning party so long as such successor shall agree to be bound by all of the terms and provisions hereof.

The Parties may elect to renew this Agreement for additional periods equal to the expiring subscription term. The District agrees to provide at least 30 days notice prior to the end of the subscription term of its intent to renew this Agreement. If the Agreement is renewed, the per-unit pricing during any auto renewal term will remain the same at \$7,416 per year.

Prices and Availability:

Prices charged for the service and paid by customers under this program will be determined by iHire in its sole discretion.

Prohibited Content and Activities

You will not display or communicate any of the following types of content on any of iHire's site, or in connection with the integrations under this Agreement:

- Sexually explicit material;
- Violent images or messages that promote violence;
- Anything related to discrimination based on race, sex, religion, national origin, physical disability, sexual orientation or age;
- Anything related to illegal activities;
- Defamatory, libelous or harmful material or material that otherwise infringes upon the rights of any third parties;
- Spam Client's users who respond to your job posts.

If we determine, in our sole discretion, that you have engaged in any of the foregoing activities or, as the case may be, refused promptly to comply with a request from us to remedy any prohibited or otherwise objectionable activity or content, we may (without limiting any other rights or remedies available to us) terminate this Agreement.

Professional Services Contract

Representation: Each party represents and warrants that a) it has the full right, power and authority to enter into and perform in this Agreement, b) it shall comply with all applicable laws in connection with its performance of this Agreement, c) its performance of the obligations under this Agreement does not result in a breach of either party's terms of service, privacy policy, or any other agreement to which it is bound and d) all services performed by either party will be performed in a professional and workmanlike manner.

Web Site Service Interruption

iHire will use commercially reasonable efforts to keep the iHire sites and service operational. However, iHire will not be liable for and you waive any and all claims associated with service interruptions to the iHire Site.

Miscellaneous

Client and iHire are independent contractors and nothing in this Agreement is intended to or will create any form of partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Client shall not assign this Agreement, by operation of law or otherwise, without the prior written consent of iHire. Subject to the foregoing restriction, this Agreement is binding upon, insures to the benefit of and is enforceable by the parties and their respective successors and assigns. Our failure or agreement not to enforce your strict performance of any provision of this Agreement in a given instance will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Marketing. CLIENT hereby grants iHire permission to use, at its option, CLIENT's name and logo on iHire's website or other marketing materials referring to CLIENT as a client of iHire; provided that CLIENT may request at any time that such use be discontinued by providing written notice to iHire.

Entire Agreement. This Contract and any other exhibits/amendments hereto, constitutes the full and complete understanding between the parties hereto and supersedes any and all prior written or oral agreements, understandings and representations concerning the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by each of the parties hereto.

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.

Our goal is to find talented diverse candidates for our nearly 7,000 positions.

Most importantly, we hope to find talented, diverse teachers in hard-to-staff subject areas: Special Education, Spanish, Bilingual, Math, Science, STEM, P.E., Music, and Art so all students have a qualified teacher in their classroom.

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Ensure a high quality instructional core | <input checked="" type="checkbox"/> Prepare students for success in college and careers |
| <input checked="" type="checkbox"/> Develop social, emotional and physical health | <input checked="" type="checkbox"/> Safe, healthy and supportive schools |
| <input checked="" type="checkbox"/> Create equitable opportunities for learning | <input checked="" type="checkbox"/> Accountable for quality |
| <input checked="" type="checkbox"/> High quality and effective instruction | <input checked="" type="checkbox"/> Full service community district |

4. **Alignment with Community School Strategic Site Plan – CSSSP (required if using State or Federal Funds):**

Please select:

- Action Item included in Board Approved CSSSP (no additional documentation required) – Item Number: _____
- Action Item added as modification to Board Approved CSSSP – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.
1. Relevant page of CSSSP 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 CSSSP modification was approved.
 3. Minutes for meeting in which the CSSSP modification was approved indicating approval of the modification.
 4. Sign-in sheet for meeting in which the CSSSP modification was approved.

SAM Search Results
List of records matching your search for :

Search Term : ihire* llc*
Record Status: Active

No Search Results

