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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Brigitte Marshall, Chief, Talent Division
Board Meeting Date December 2, 2015
Subject **RECRUITING.COM AGREEMENT**

Action Requested **Ratification of Recruiting.com Agreement**

Background and Discussion The Talent Division is entering into an agreement with Recruiting.com for 24 months of online, web-based hosting of District vacancies to support recruiting for candidates to fill District positions, for the period from October 30, 2015 to October 30, 2017, at a cost of \$46,500 the first year and \$22,500 the second year.

Recommendation **Ratification of Recruiting.com Agreement**

Fiscal Impact Funding resource name: General Purpose

Attachments

- Agreement

Employment Marketing Subscription for Oakland Unified School District

Recruiting.com

What's Next In Recruiting

Products & Services

Product	Product Line	Additional Details	Qty
Custom design or copywriting fee for Recruiting.com Sites	Recruiting.com - Setup Fees	Creative Site Set-up Fee	1
Custom Recruiting.com Video Library	Recruiting.com Video	Video Library - 2 :60 second videos and 3 :30 second videos	1
2 hour still photo shoot - 1 location	Recruiting.com Video	Still Shot package - add on to video	1
School District/Private School Subscription, 24 months hosting of corporate Recruiting.com Site	Recruiting.com Sites/CRM	Bundled Recruiting.com Platform	1

Client Submits Materials/Copy by:
Client Receives Site:
Project Close Date:

November 6, 2015
December 18, 2015
January 8, 2016

Client is entitled to 1 round of edits, to be submitted within 5 business days of receiving site. Round expires 15 business days after project closes. Subsequent rounds of edits, or edits submitted after this date, will reflect a cost of \$125/hour.

Pricing

Upfront Set-Up Fees	\$22,500.00
Subscription Fee	\$24,000.00
Total Investment	\$46,500.00

Subscription Term

Start Date	10/30/2015
End Date	10/30/2017

Pricing does not reflect sales tax on products for New Mexico or on Texas resume search. For exact tax amounts, please call (888) 456-2464.

Agreements are Easy AutoRenewals - Term of the monthly recurring products shall automatically renew for subsequent periods of the same length as the initial Term unless electronic notice of termination is provided to renewal@recruiting.com at least forty-five (45) days prior to expiration of the then-current Term.

Notes

Thank you for choosing Recruiting.com!

Payment Details

Payment Method

Please Select Billing Option:

Paid in full upfront	\$46,500.00
Monthly Credit Card Payments	\$1,000.00
Upfront Set-Up Fees	\$22,500.00
Monthly Invoicing	\$1,080.00
Upfront Set-up Fees	\$22,500.00

Credit Card Authorization

Card Type _____
Card Number _____
Exp. Month _____ Exp. Year _____

Accepted By:

By signing below, client agrees to the above subscription and with the terms and conditions found at <http://www.recruiting.com/employer-terms/conditions/>

Oakland Unified School District

Recruiting.com

Signature _____

Signature _____

Name Brigitte Marshall

Name _____

Title Chief Talent Officer, Human Resources Services and Support

Date _____

Billing Address _____

City _____ State _____ Zip _____

James Harris

President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

By: [Signature] Attorney at Law

Antwan Wilson
Secretary, Board of Education

Terms and Conditions

Recruiting.com provides technology services that allow Job Seekers to post resumes and apply for jobs, and Employers and Recruiters to post job postings, advertise and search for candidates using the Internet through Recruiting.com and the Recruiting.com network of websites, including Jobing.com. The following are the terms and conditions for Recruiting.com products and services.

1. **Content.** It is understood by all parties that the content of the advertising being provided by Client to Recruiting.com for inclusion in the Website, video, or Recruiting.com applications is the property of the Client, and becomes property of Recruiting.com when posting on the website. In the event, that content provided by the Client to Recruiting.com is not the property of the Client, the Client bears responsibility for any fines or fees associated with the use of that content on the Jobing Website, video or Recruiting.com applications. All content on Recruiting.com must conform to Recruiting.com standards for language, contextual standards, graphical standards, and promotional standards.
2. **Pricing.**
 1. **Website.** Prices listed on the website are current and accurate on the day they are listed, and can be changed or modified at any time.
 2. **Written Proposals.** All prices quoted by Recruiting.com sales staff in a written proposal will remain in effect for a 30-day period from the date the proposal is presented.
3. **Credit Policy.** Recruiting.com offers credit to all clients who post jobs with Recruiting.com. A credit limit may be reduced if the Client has a poor credit rating, an unreliable payment history with us, one or more past due bills or cannot provide adequate company information to establish credit history. Late payment results in late fees of \$10, finance charges of 1.5% monthly, reduced credit limits, and/or revocation of credit privileges. Products for any franchise, multi-level marketing, "club membership", distributorship, sales representative agency arrangement or other business opportunities will be required to pay upfront payment by credit card.
4. **Terms.**
 1. All billings will be due upon receipt.
 2. The entire amount billed for standard postings is due on the date the related job postings are activated on the website. A posting may be taken down earlier than the 28 day posting period, however once the posting has "gone live" full payment is required.
 3. Bundle purchases must be paid for up-front. Job postings are available for use within 52 weeks of the date of purchase and any postings which are not used are not refundable.
 4. Subscriptions allow for postings to be live on the website at any point in time during the term of the agreement. Any postings which are not used are non-refundable.
 5. Subscriptions for all other products and services provide use and/or access during the term and are not refundable.

6. Video products will be billed in accordance with the specific proposal or, if unstated, upon product delivery.
5. Accounting. Recruiting.com shall provide Client with an accurate accounting of the number of job postings Client generated in the Website. In the case of other products or services, Recruiting.com shall provide at the Client's request, an accurate synopsis of activity of the respective products and/or services used or provided. Recruiting.com and Client shall each maintain accurate accounts of its operations to effectively manage and execute this Agreement and shall, in the case of any discrepancies, provide a verified statement of operations to the requesting party within fifteen (15) days following each month. Each party reserves the right, upon reasonable notice and at its own expense, to audit the books and records of the other party to verify the accuracy of fees owed pursuant to this Agreement.
6. Intellectual Property. Client acknowledges that Recruiting.com is the sole owner of Recruiting.com trade names, service marks, and logos, including those of Recruiting.com (Recruiting.com Marks). Upon the termination of this Agreement, all rights of Client to use such Recruiting.com Marks shall cease and Client shall immediately terminate all use of such Recruiting.com Marks. Client further agrees that other than the limited license to use the Recruiting.com Marks, set forth above, no other intellectual property of any kind or nature has been conveyed in connection with this Agreement. Client agrees and gives Recruiting.com the right to utilize Client's trade names, service marks, and logos (Client Marks) in Recruiting.com advertising and websites. All uses of Client Marks will be approved by a designated Client contact before public use of such marks. Upon the termination of this Agreement, all rights of Recruiting.com to use such Client Marks shall cease and Recruiting.com shall immediately terminate all use of such Client Marks.
7. Assignment. Client shall not assign or transfer this Agreement without the prior written consent of Recruiting.com, which consent shall not be unreasonably withheld. Recruiting.com shall not assign or transfer this Agreement without the prior written consent of Client, which consent shall not be unreasonably withheld, unless such transfer is in connection with the sale of all or substantially all of the assets of Recruiting.com, in which case Client's consent is not required.
8. Miscellaneous. This Agreement shall be interpreted according to Arizona State law. The relationship between the parties shall be that of independent contractors, and no party shall be liable for the debts, accounts, or liabilities of another.
9. Invoicing Procedures. The invoicing of Client is calculated on a monthly agreement set forth in a written proposal. Keeping job postings and/or site content current and up to date is the responsibility of the Client.
10. Program Modifications. Client agrees to accept the Website's current format and base level of functionality. Recruiting.com reserves the right to upgrade and enhance that functionality at its sole discretion.
11. Support. Recruiting.com will consult with the Client and upon request by Client for a reasonable amount of time by telephone during normal business hours to assist the Client with the use of product provided by Recruiting.com. Normal business hours are defined as Monday through Friday, 8:00 AM to 5:00 PM Arizona time, excluding major holidays observed by Recruiting.com.
12. Video Rights, Title and Ownership. The final video created by Recruiting.com in the course of performing the services are the property of the Client in accordance with this

Agreement. Intellectual property, trade names, service marks, logos and or photos or video provided by the Client to Recruiting.com are the property of the Client and may be used by Recruiting.com to deliver the final video product to the Client. Recruiting.com shall have use of this content and intellectual property solely for the use of producing the final video project. Recruiting.com may maintain ownership over b-roll and other footage taken during the production process, but will limit use of this material only for future projects for the Client, at the Client's choosing.

13. Video Hosting. Recruiting.com hosts the video projects on third party websites and servers. As a result, Recruiting.com cannot guarantee that these websites and servers will always be available or accurate. Under no circumstances shall Recruiting.com and its owners, officers, directors, agents, employees, successors, or assignees be liable for any consequential damages of any sort including, but not limited to, loss of goodwill or potential business as a result of a video project not being accurate, not being viewable at a particular time, or not available at all.
14. Site Development and Hosting. After product expiration the site will be deactivated. No source code will be transferred to the client. If needed, a static version of the main page can be provided, which will include any web graphics used but will not be a functioning website. No raw graphic files or code will be provided.
15. Maintenance of Software and Equipment. Recruiting.com shall be responsible for the maintenance of the software, servers and other equipment relating to the Website. Recruiting.com shall reimburse Client on a pro-rata basis for any unscheduled downtime of the Recruiting.com website in any specific week if that downtime exceeds 24 hours in that week.
16. Termination. Failure of Client to render any agreed payment to Recruiting.com on a timely basis shall entitle Recruiting.com to terminate the Agreement with Client upon thirty (30) days notice. Recruiting.com also maintains the right to terminate the Agreement with client immediate upon violation of the terms and conditions or upon violation of the terms of use, such notice will be given in writing. Client may terminate this Agreement within thirty (30) days of written notice if Recruiting.com has failed to keep the Website or applications up and running for a period exceeding 14 days.
17. Privacy Policy. Recruiting.com's privacy policy can be viewed at <http://www.recruiting.com/privacy>
18. Indemnity. Definition of "Claim": For purposes of this Agreement, the term "Claim" shall mean any claim, action, suit, proceeding or litigation and any loss, deficiency, damages, liabilities, costs and expenses including, without limitation, reasonable attorneys' fees and all related costs and expenses, to be paid to a third party or otherwise incurred in connection with the defense of any claim, action, suit, proceeding or litigation involving a third party. Client shall indemnify and hold Recruiting.com and its affiliates, as well as each of their respective officers, directors and employees and customers, harmless from and against any and all Claims brought against Client. Client shall assume defense of such Claim at its own expense and with counsel of its own choosing. Recruiting.com shall be entitled to participate in any such action or proceeding at its own expense with counsel of its own choosing. If Recruiting.com participates in such action or proceeding, Recruiting.com shall control the defense of any action against Recruiting.com including, but not limited to, whether or not to settle any Claim and/or the terms of any proposed settlement.

19. **Limitation of Liability.** Recruiting.com makes no warranties, claims, or promises in regards to the fitness or suitability of its program(s) for use by Client. All programs are accepted on an as is basis. Recruiting.com makes no claims or guarantees as to the ability of the program(s) to produce any employees for Client. Recruiting.com's liability shall be limited to no more than the price paid for the product minus any expenses Recruiting.com has incurred for maintaining the program(s). In no event shall Recruiting.com be liable to Client, or any other third party, for any direct, or indirect, special incidental or consequential damages resulting from performance or failure to perform under this agreement other than those conditions as set forth in item 10. Maintenance of Software and Equipment.
20. **Amendment.** Recruiting.com may, at its sole discretion, change, modify, add, or remove portions of these Terms, and technology provided hereunder, at any time. Recruiting.com will notify users of any such changes by posting notice of such changes on its web site or by sending notice via email to user. User's continued use of Job Board, Career Site or CRM following posting of such change shall be deemed to be User's acceptance of any such modification. This Agreement may not be modified in any way except in writing by both parties or as described in this section.
21. **Severability.** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.
22. **Miscellaneous.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. Recruiting.com's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between Client and Recruiting.com nor trade practice shall act to modify any provision of this Agreement. Client understands that he or she represents his or her organization when agreeing to the terms of this Agreement.

Read more: <http://www.recruiting.com/employer-terms/conditions/>