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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 Information Technology Officer

Meeting Date August 25, 2021

Subject Ratification by the Board of Education of Service Agreement between Oakland Unified School District and Gartner, Inc.
Contractor: Gartner, Inc.
Services for: July 1, 2021 - June 30, 2022

Ask of the Board Ratification by the Board of Education of Service Agreement between Oakland Unified School District and Gartner, Inc., Stamford, CT, for the latter to provide information technology research and advisory services for the period July 1, 2021 to June 30, 2022 for an amount not to exceed \$42,200.

Background The Technology Services department has successfully used Gartner for information technology research and advisory services for 2020-21 and is using this firm going forward for the same services as previously provided.

Discussion The Technology Services department is responsible for recommending, purchasing, implementing and maintaining technology software and hardware across the Oakland Unified School District (OUSD) in an efficient and cost-effective manner. Successful decision-making in this area requires keeping pace with an ever-changing landscape of technology solutions and vendors. Gartner provides objective, rigorous research and expert analysts in virtually all areas of information technology. Ratification of this Agreement will enable OUSD to continue using this service to help ensure continued success on mission-critical technology priorities.

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

Fiscal Impact \$42,200 from 2021-22 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: State Lottery, Data Processing, License Agreements, Districtwide

Attachment(s) • Service Agreement

Gartner, Inc. Service Agreement for OAKLAND UNIFIED SCHOOL DISTRICT (“Client”)

This Service Agreement (“SA”), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 750 International Boulevard, Oakland, CA 94606-2902 (“Client”) for the Services (as defined below). Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

<u>Service Name</u>	<u>Level of Access</u>	<u>Quantity</u>	<u>Name of User to be Licensed</u>	<u>Contract Term Start Date</u>	<u>Contract Term End Date</u>	<u>Annual Fee USD</u>	<u>Total Fee USD</u>
Gartner for IT Leaders	Individual Access Advisor	1	Susan Beltz	01-JUL-2021	30-JUN-2022		
				Term Total	(Excluding applicable taxes)		\$42,200.00
				Total Services:	(Excluding applicable taxes)		\$42,200.00

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2. SERVICE DESCRIPTIONS:

<u>Service Name/ Level of Access</u>	<u>Service Description URL</u>
Gartner for IT Leaders Individual Access Advisor	http://sd.gartner.com/sd_itl_individual_advisor.pdf

3. PAYMENT TERMS

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order (“PO”) to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO’s are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

4. CLIENT BILLING INFORMATION

Purchase Order Number

Billing Address

Invoice Recipient Tel. No.

Invoice Recipient Name

Invoice Recipient Email

Offer valid until 30-JUN-2021

5. AUTHORIZATION

Client:
OAKLAND UNIFIED SCHOOL DISTRICT



Signature

6/29/2021

Date

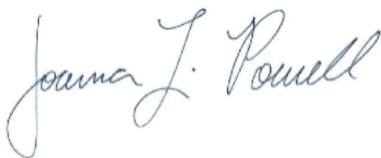
Susan Beltz

Print Name

Chief Technology Officer

Title

Approved as to form by OUSD
Staff Attorney Joanna Powell
on 6/24/2021.



Gartner, Inc.

DocuSigned by:



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Signature

June 29, 2021

Date

Ashley Beluch

Print Name

Senior Contracts Specialist

Title

General Terms

1. This SA for subscription-based research and related services (the “**Services**”) is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.

2. **Ownership and Use of the Services** Gartner owns and retains all rights to the Services not expressly granted to Client. Only the individuals named in this SA (each a “**Licensed User**”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. Client agrees to review and comply with the *Gartner Usage Policy*, which is accessible to all Licensed Users via the “Policies” section of gartner.com. Among other things, the *Gartner Usage Policy* describes how Client may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Client organization, and quote or excerpt from the Services externally.

3. **DISCLAIMER OF WARRANTIES.** THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND GARTNER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR AS TO ACCURACY, COMPLETENESS OR ADEQUACY OF INFORMATION. CLIENT RECOGNIZES THE UNCERTAINTIES INHERENT IN ANY ANALYSIS OR INFORMATION THAT MAY BE PROVIDED AS PART OF THE SERVICES, AND ACKNOWLEDGES THAT THE SERVICES ARE NOT A SUBSTITUTE FOR ITS OWN INDEPENDENT EVALUATION AND ANALYSIS AND SHOULD NOT BE CONSIDERED A RECOMMENDATION TO PURSUE ANY COURSE OF ACTION. GARTNER SHALL NOT BE LIABLE FOR ANY ACTIONS OR DECISIONS THAT CLIENT MAY TAKE BASED ON THE SERVICES OR ANY INFORMATION OR DATA CONTAINED THEREIN. CLIENT UNDERSTANDS THAT IT ASSUMES THE ENTIRE RISK WITH RESPECT TO THE USE OF THE SERVICES.

4. **Client Confidential Information.** Gartner agrees to keep confidential any Client-specific information communicated by Client to Gartner in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 30 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Gartner subsequent to Client's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of Client's communication to Gartner; or (5) is communicated by the Client to a third party free of any obligation of confidence. Additionally, Gartner may disclose such information to the extent required by legal process.

5. **Data Protection.** In performing its obligations under this SA, Gartner and Client will each comply with all applicable data privacy legislation. In providing the services Gartner shall comply with its global privacy policy available at gartner.com/privacy.

6. Miscellaneous

(a) **Assignability.** This SA and the rights granted to Client hereunder may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.

(b) **Dispute Resolution.** Any unresolved dispute under this SA shall be decided by arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The decision of the arbitrator shall be final and binding, and the award may be entered in any court having jurisdiction. The prevailing party in any arbitration shall be entitled to an award of its reasonable attorneys' fees and costs, in addition to any award of damages or other relief.

(c) **Applicable Law.** This SA shall be governed by and construed in accordance with the procedural and substantive laws of the State of Connecticut, without reference to its conflict of law principles.

(d) **Use of Name, Trademark, and Logo.** Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.

(e) **No Third Party Beneficiaries.** This SA is for the benefit of the parties only.

(f) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e) and (f) shall survive the termination of this SA.

SERVICE DESCRIPTION
Attachment to the Service Agreement
GARTNER FOR IT LEADERS
INDIVIDUAL ACCESS ADVISOR

Gartner for IT Leaders Individual Access Advisor (the “Service”) provides clients with access to research and advice about information technology and the functional responsibilities of specific IT roles.

DELIVERABLES

1. Each user designated by Client (“Licensed User”) receives the following Deliverables:

- | | |
|---|--------------------------------|
| • Core IT Research | • Weekly Picks & News Analysis |
| • Role-Specific IT Research | • Webinars |
| • Peer & Practitioner Research | • Peer Networking |
| • IT Key Metrics Data | • Talking Technology Series |
| • Diagnostic Tools, Templates, and Case Studies | • Individual Inquiry |
| • Selected Vendor Reports | • IT Summit Conference Ticket |

ADDITIONAL USAGE INFORMATION

Participation in inquiry calls is limited to the Licensed User(s) and the Gartner research advisor only (i.e., non-Users, either inside or outside of the client company, may not attend or otherwise participate on the call).

The Gartner IT Summit Conference Ticket is a numbered identifier (e.g., 424562) that entitles the Licensed User to register for one (1) Gartner IT Summit Conference as specified in the Ticket Letter emailed to Client. Tickets are valid for 12 (twelve) months from the date of issue, per the expiration date on the Ticket Letter. Tickets provided as part of a Gartner Research offering are valid only for Gartner conferences during the contract term of that Research offering. Tickets are transferable within the client company but may not be transferred to another company. A single Ticket may not be used by more than one (1) client employee and may not be used for admission to any Gartner conference other than IT Summit.

Client companies around the world trust Gartner to be objective and independent in its research and advice, and Gartner takes that responsibility seriously. To preserve the objectivity of research, Gartner does not promise clients favorable coverage or leads from its research advisors and analysts. Gartner does not provide access to confidential client information, offer aid to secure capital funding, or sell any product for use in litigation. There are no exceptions. If you have questions, please email ombudsman@gartner.com.

Use of this Service is governed by the [Gartner Usage Policy](#) and the [Gartner Content Compliance Policy](#) which are accessible on the Policies section of gartner.com.