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| <b>Board Office Use: Legislative File Info.</b> |               |
| File ID Number                                  | 24-1763       |
| Introduction Date                               | 8/14/24       |
| Enactment Number                                | 24-1367       |
| Enactment Date                                  | 8/14/2024 CJH |

## 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** August 14, 2024

**Subject** Ratification of Service Order with Exhibit A - Terms of Service Between Gartner, Inc., Stamford, CT and Oakland Unified School District for information technology research and advisory services.  
Contractor: Gartner, Inc.  
Services For: July 1, 2024 - June 30, 2025

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**Ask of the Board**  Approve Services Agreement  
 Ratify Services Agreement

**Services** Gartner, Inc. provides objective, rigorous research and expert analysts in virtually all areas of information technology. The Technology Services Department has successfully used Gartner, Inc. for information technology research and advisory services for 2023-24 and is using this firm going forward for the same services as previously provided.

**Term** Start Date: July 1, 2024 End Date: June 30, 2025

**Not-To-Exceed Amount** \$48,387.00

**Competitively Bid** No. Professional Service Agreement of less than \$114,500.00

**In-Kind Contributions** No in-kind contributions

**Funding Source(s)** \$48,387.00 from 2024-25 Funding Resource 010-0000-0-0000-7700-5846-999-9860-9994-9999-99999: General Purpose (GP), Data Processing, License Agreements, Districtwide

**Background**

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.

**Attachment(s)**

- Gartner Service Order
- Exhibit A - Terms of Service



**GARTNER SERVICE ORDER (“SO”) Q-00168834**

| Gartner  | Client (Sold To)  | Client (Bill To)  |
|--|---|---|
| GARTNER, INC.<br>56 TOP GALLANT ROAD<br>STAMFORD, CT 06902-7700<br>UNITED STATES | OAKLAND UNIFIED SCHOOL<br>DISTRICT<br>750 INTERNATIONAL BLVD<br>OAKLAND, CALIFORNIA 94606-2902<br>UNITED STATES | SUSAN BELTZ<br>OAKLAND UNIFIED SCHOOL<br>DISTRICT<br>1000 BROADWAY STE 440<br>OAKLAND, CA 94607-4033<br>UNITED STATES<br>susan.beltz@ousd.org |

**1. ORDER SCHEDULE**

Client agrees to subscribe to Gartner for the Services listed in the table below. Each Service Period is 12 months unless specified in the Order Schedule.

| Service Name/<br>Level of Access             | Quantity | Licensed User | Total Service<br>Period<br>(Months) | Service Start/End         | Service Period 1 |
|--|----------|---------------|-------------------------------------|---------------------------|------------------|
| IT Leaders Individual Access Advisor         | 1        | Susan Beltz   | 12                                  | 1-JUL-2024<br>30-JUN-2025 | USD 48,387.00    |
| <b>Total Fee Exclusive Of Applicable Tax</b> |          |               |                                     |                           | USD 48,387.00    |

**2. SERVICE DESCRIPTIONS**

| Service Name/Level of Access         | Service Description URLs  |
|--------------------------------------|---|
| IT Leaders Individual Access Advisor | <a href="https://sd.gartner.com/sd_itl_individual_advisor.pdf">https://sd.gartner.com/sd_itl_individual_advisor.pdf</a> |

**3. PAYMENT TERMS**

| Payment Terms | Billing Schedule  | PO Number Required on Invoice                 |
|---------------|-------------------|---|
| Net 30        | Annual in advance | Select Yes/No: Yes _____ PO Number: TBD _____ |

If Client requires a Purchase Order (“PO”) number to be included on Gartner’s invoice for payment, “yes” must be checked and the PO number entered in the table above or promptly provided after execution of this SO. Failure to do so may result in delayed access to Services. Should Client require an annual PO number for multi-year Service Orders, Client must provide the new PO number at least 30 days prior to the beginning of each subsequent Service Period. The original PO number will be used for subsequent invoices if a new PO number is not provided. Regardless of whether Client provides a PO number, Client remains obligated to pay the Total Fee for all Service Periods in Section 1. Any pre-printed or additional terms included on the PO shall be inapplicable and of no force or effect. Any notices, notifications, or subsequent POs are to be sent to [americascontracts@gartner.com](mailto:americascontracts@gartner.com).

Client agrees to 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.

**4. SERVICE TERMS**

This Service Order is governed by the Service Terms attached hereto as Exhibit A and constitutes the entire agreement between Gartner and Client for the Services. All defined terms not defined in this Service Order are defined in the Service Terms.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**GARTNER, INC.**



Client Signature

Susan Beltz

Print Name

Chief Technology Officer

Title

6/28/2024

Date

DocuSigned by:  
**Matthew Massa**  
5726B8902B61482...

Gartner Signature

Matthew Massa

Print Name

Contracts Specialist

Title

July 2, 2024

Date

Approved as to form by OUSD Legal Department

Name: Roxanne De La Rocha Signature:  Date: 6/27/24

Name: Benjamin Davis  
Title: President, Board of Education

Sign:  Date: 8/15/2024

Name: Kyla Johnson-Trammell  
Title: Superintendent & Secretary, Board of Education

Sign:  Date: 8/15/2024

## Exhibit A – Service Terms

### Service Terms – Gartner, Inc.

These terms and conditions (the “Service Terms”) for subscription-based research and related services are between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 (“Gartner”) and Client and set forth the terms applicable to the use of Gartner products and services (the “Services”) provided to Client or any of its Affiliates by Gartner or any of its Affiliates. For the purposes of these Service Terms, “Client” means the entity that is a party to the applicable Service Order with Gartner; “Affiliate” means any entity that, directly or indirectly, controls, is controlled by, or is under common control of a party; and “Control” means direct or indirect ownership of 50% or more of the stock or other interests entitled to vote for the election of the for governing body of the entity.

1. **Service Orders.** Service Orders (formerly called Service Agreements) set forth the Service(s) to be provided by Gartner (as more fully described in one or more “Service Descriptions”), the term of Client’s license for such Services, and the fees payable by Client. The parties agree that each Service Order will be governed by these Service Terms unless otherwise agreed in writing in a Service Order. Service Orders are 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. In the event of an inconsistency between any provision of these Service Terms and a provision of a Service Order, the Service Order shall control during its term. A Service Description describes each Service purchased including the service name, levels of access and deliverables for each Service, sets forth any additional terms unique to a specific Service, is accessible via the hyperlink listed in the Service Order for the Service purchased in a Service Order or as attached to each Service Order, and in each case is incorporated by reference in the Service Order. Gartner may periodically update the service names, levels of access and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Order will be required.
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 the Service Order (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](http://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 internally, 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. **Confidential Information.** Each party agrees to keep confidential any information communicated by the other party in connection with these Service Terms that (i) is clearly marked confidential if provided in written form, (ii) is 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, or (iii) can be determined to be confidential by a reasonable person based upon the nature of the information disclosed and the circumstance of 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 the receiving party; (3) entered the public domain through no fault of the receiving party subsequent to the disclosing party’s communication to the receiving party; (4) is in the receiving party’s possession free of any obligation of confidence at the time of the disclosing party’s communication to the receiving party; or (5) is communicated by the disclosing party to a third party free of any obligation of confidence. Additionally, the receiving party may disclose such information to the extent required by legal process.
5. **Data Protection.** In performing its obligations under the Service Order, 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](http://gartner.com/privacy).
6. **Miscellaneous**
  - (a) **Assignability.** Service Orders and these Service Terms 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 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 and all differences, disputes, claims, or controversies arising out of the parties' relationship, including without limitation those arising out of, relating to, or occurring in connection with these Service Terms, shall be finally settled through binding arbitration conducted in Stamford, Connecticut before a single arbitrator under the administration of JAMS, in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The parties specifically agree that any and all questions of arbitrability, as well as any challenge to the arbitral tribunal's jurisdiction, shall be resolved through arbitration under the administration of JAMS pursuant to the procedures outlined in this section. The decision of the arbitral tribunal shall be final and binding. Judgment on the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof and the parties agree to submit to the jurisdiction of any such court. 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.** The Service Order and these Service Terms 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.** The Service Order and these Service Terms are for the benefit of the parties only. No third party shall have the right to (i) rely on the Services provided by Gartner, or (ii) seek to impose liability on Gartner as a result of the Services.
- (f) **Early Access:** When set out in Section 1 of the Service Order, Gartner shall provide Client with access to the Services for a period of time prior to the Start Date without charge ("Early Access"). Services during this period shall commence on or after the date set out in section 1 provided that Client has properly executed and returned the Service Order.
- (g) **Surviving Clauses.** Sections 3, 4, 5 and 6 (b), (c), (d), (e), (g) and (h) shall survive the termination of any Service Order.
- (h) **Effective Agreement.** These Service Terms, together with any Service Orders, set forth the entire agreement between the parties with respect to the subject matter hereof. These Service Terms supersede any previous agreements between the parties. Gartner may update the Service Terms from time to time and the new version of the Service Terms will apply prospectively.

**Certificate Of Completion**

|  |                           |
|--|---------------------------|
| Envelope Id: 4538132700BD4DFFA56F47AE2BBEEBC9  | Status: Completed         |
| Subject: Complete with DocuSign: OAKLAND UNIFIED SCHOOL DISTRICT SA O# 2160061 July 2023.pdf |                           |
| Source Envelope:   |                           |
| Document Pages: 4  | Signatures: 1             |
| Certificate Pages: 4   | Initials: 0               |
| AutoNav: Disabled  | Envelope Originator:      |
| Envelope Stamping: Disabled  | Matthew Massa             |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)  | 56 Top Gallant Road       |
|  | Stamford, CT 06904        |
|  | Matthew.Massa@gartner.com |
|  | IP Address: 24.171.197.93 |

**Record Tracking**

|                     |                           |                    |
|---------------------|---------------------------|--------------------|
| Status: Original    | Holder: Matthew Massa     | Location: DocuSign |
| 7/2/2024 9:23:07 AM | Matthew.Massa@gartner.com |                    |

**Signer Events**

Matthew Massa  
 Matthew.Massa@gartner.com  
 Contracts Specialist  
 Gartner, Inc.  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 5726B8902B61482...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 24.171.197.93

**Timestamp**

Sent: 7/2/2024 9:23:21 AM  
 Viewed: 7/2/2024 9:23:28 AM  
 Signed: 7/2/2024 9:25:13 AM  
 Freeform Signing

**Electronic Record and Signature Disclosure:**  
 Accepted: 7/14/2023 9:44:20 AM  
 ID: 6f91b48a-0771-4dca-9adb-e7df8864d33d

| In Person Signer Events      | Signature        | Timestamp           |
|------------------------------|------------------|---------------------|
| Editor Delivery Events       | Status           | Timestamp           |
| Agent Delivery Events        | Status           | Timestamp           |
| Intermediary Delivery Events | Status           | Timestamp           |
| Certified Delivery Events    | Status           | Timestamp           |
| Carbon Copy Events           | Status           | Timestamp           |
| Witness Events               | Signature        | Timestamp           |
| Notary Events                | Signature        | Timestamp           |
| Envelope Summary Events      | Status           | Timestamps          |
| Envelope Sent                | Hashed/Encrypted | 7/2/2024 9:23:21 AM |
| Certified Delivered          | Security Checked | 7/2/2024 9:23:28 AM |
| Signing Complete             | Security Checked | 7/2/2024 9:25:13 AM |
| Completed                    | Security Checked | 7/2/2024 9:25:13 AM |

**Payment Events**      **Status**      **Timestamps**

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Gartner (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures



electronically from us.

**How to contact Gartner:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com)

**To advise Gartner of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to [econtracts.americas@gartner.com](mailto:econtracts.americas@gartner.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

|                            |  |
|----------------------------|--|
| Operating Systems:         | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X  |
| Browsers:                  | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only) |
| PDF Reader:                | Acrobat® or similar software may be required to view and print PDF files   |
| Screen Resolution:         | 800 x 600 minimum  |
| Enabled Security Settings: | Allow per session cookies  |

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Gartner as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Gartner during the course of my relationship with you.