



Statement of Work for
Professional Learning
Jefferson County Public Schools
CSOW071320

Table of Contents	Page
1 INTRODUCTION	3
2 SUMMARY OF SERVICE	4
3 ENGAGEMENT DETAILS	4
3.1 Scope of Services	4
3.2 Services Out of Scope	4
3.3 Assumptions	5
3.4 Customer Responsibilities	5
3.5 Service Hours	6
3.6 Deliverables	6
4 PRICING	7
4.1 Estimate Revisions	7
4.2 Expenses	7
4.3 Additional Pricing Terms	7
4.4 Service Credit Redemption	8
5 CHANGE MANAGEMENT PROCESS	8
6 OTHER PROVISIONS	9
7 ENGAGEMENT CONTACTS	10
8 SIGNATURES	11
Appendix A: Change Request Form	12
Appendix B: Additional Legal Terms and Conditions	13

1 INTRODUCTION

"Dell EMC Services"	Dell Marketing L.P.
"Dell EMC Services Address"	1 Dell Way Round Rock, TX 78682
"Customer"	Jefferson County Public Schools
"Customer Address"	3332 Newburg Road Louisville, KY 40218
"SOW"	This Statement of Work.
"Services"	The services as described in this SOW.
"Agreement"	This SOW and the Services described in this SOW are governed by and subject to the terms and conditions set forth in: Customer's separately signed master services agreement with Dell EMC Services to the extent such agreement authorizes Customer to order the Services; or, in the absence of such an agreement, the applicable terms and conditions at the following website: http://www.dell.com/terms , available in hardcopy upon request and incorporated by reference in its entirety into this SOW, and the parties acknowledge having read and agree to be bound by such online terms.
"Effective Date"	The date of the last signature below.
"Term"	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that Dell EMC Services completes the provision of Services in accordance with the SOW or on the date that is twelve (12) months following the Original Purchase Date, at which time, the SOW will be deemed expired. Dell EMC Services' delivery of the Services will be deemed satisfied after the expiration of the SOW even in the event the Services are not used by Customer.
"Deliverables"	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by Dell EMC Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the Dell EMC Services standard document format, unless otherwise mutually agreed.
"Reference Number(s)"	CSOW071320

The terms **"Dell EMC Services"**, **"Dell EMC Services Address"**, **"Customer"**, **"Customer Address"**, **"SOW"**, **"Services"**, **"Agreement"**, **"Effective Date"**, **"Term"** and **"Deliverables"** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and

conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Legal Terms and Conditions

2 SUMMARY OF SERVICE

This section provides an overview of the Services.

- 30 days of onsite or virtual Dell Professional Learning Services

3 ENGAGEMENT DETAILS

In connection with this SOW, Dell EMC Services will perform the Services as specifically described herein.

3.1 Scope of Services

Dell EMC Services will perform the following Services under this SOW:

Dell EMC Services will support the Customer in the area of Professional Learning. The final proposal will be based on mutual agreed outcomes and process between Dell EMC Services and Customer. All customized services are provided with the intent to support district teaching and learning goals as defined during the discussion stage and will only commence once all parties agree to an implementation plan and schedule.

3.2 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any Dell training or certification services not specifically described in this SOW or offered through Dell Professional Learning Group.
4. Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services

at an additional charge and, upon request by Customer, Dell EMC Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.3 Assumptions

Dell EMC Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Services, deliverables and recommendations provided by Dell under this SOW are provided to assist Customer. However, Customer is solely responsible for determining objectives, making decisions, and obtaining desired results.
2. If the assumptions used to develop the SOW are found to be incorrect, the parties agree to meet and negotiate, in good faith, equitable changes to the SOW, Service Levels and/or Fee Schedule, as appropriate.
3. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.
4. Dell is not responsible for resolving compatibility or other issues that cannot be resolved by the manufacturer or for configuring hardware or software in contradiction to the settings supported by the manufacturer.
5. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.

3.4 Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell EMC Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, Dell EMC Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

1. Promptly notifying Dell EMC Services in writing of: a) any changes Customer makes to its information technology environment that may impact Dell EMC Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide Dell EMC Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which Dell EMC Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before Dell EMC Services performs any work on Customer's production systems.
4. Developing or providing documentation, materials and assistance to Dell EMC Services.
5. Unless this SOW specifically requires Dell EMC Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, Dell EMC Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Dell EMC Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

6. Ensuring the Dell EMC Services personnel have: reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety requirements; adequate office space; parking; and remote access as required. Facilities and power must meet Dell EMC Services' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to Dell EMC Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and Dell EMC Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). Dell EMC Services may request that meetings be scheduled with Technical Contacts.

3.5 Service Hours

Dell EMC Services will perform the Services during normal business hours typically 7:00 A.M. to 5:00 P.M., except for one hour off for lunch, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell EMC Services and Customer.

3.6 Deliverables

Dell Professional Learning onsite days are customizable. A description of deliverables pertaining to services that are defined in this statement of work can be obtained from the Dell consultant delivering the services. The customer will need to make the request to the Dell consultant for any descriptions that are not provided by the Dell consultant. Due to the custom nature of the Services being provided herein, the Deliverables may change during the course of the engagement upon mutual agreement of the Parties due to changes in the learning plan desired by the Customer.

Dell will retain exclusive ownership in all Deliverables created by Dell hereunder and will own all Intellectual Property Rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by Dell under this Agreement. Subject to payment in full for the applicable Services, Dell grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country(ies) in which Customer does business and solely for Customer's internal use.

"Intellectual Property Rights" means patents, utility models, mask works, copyrights and any other form of protection afforded by law to inventions, models, designs, technical information, and applications. "Deliverables" means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, software, manuals, procedures and recommendations that are prepared uniquely and exclusively for use by Customer by Dell or its subcontractors in the course of performing the Services and that are specifically identified in a signed Statement of Work as Deliverables.

COMPLETION AND ACCEPTANCE Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

4 PRICING

Customer hereby agrees that the Services provided under this SOW shall be provided at no additional cost or fees to the Customer.

4.1 Estimate Revisions

Should Dell EMC Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, Dell EMC Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

4.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, Dell EMC Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

4.3 Additional Pricing Terms

1. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell EMC Services after such thirty (30) day period, Dell EMC Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
2. The price for the Services is based on Customer's environment as disclosed to Dell EMC Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify Dell EMC Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, Dell EMC Services may terminate this SOW with notice to Customer.
3. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, Dell EMC Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
4. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by Dell EMC Services vary by +/- five (5%) percent, Dell EMC Services has the right to adjust the pricing to reflect such changes.
5. All prices are in United States Dollars.

6. During the delivery of the Services, if Customer requires changes to a scheduled Dell EMC Services activity, as defined by prior agreement or as documented in the agreed Dell EMC Services delivery schedule/plan, with less than fifteen (15) business days' notice to Dell EMC Services in writing, additional charges will apply. Alternatively Customer will forfeit receipt of services and not owe additional charges. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within <three (3) months>, Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
7. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than (15) business days' notice to Dell EMC Services, additional charges may apply. Alternatively Customer will forfeit receipt of services and not owe additional charges.
8. Schedule delays outside of Dell EMC Service's control, shall be billed at 100% of the effected day(s). Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

4.4 Service Credit Redemption

Notwithstanding the invoicing and payment terms set forth above in this section, the parties agree that Customer is using <30> of Professional Learning Credits>("**Credits**"), as payment for <the first> <30> of the charges. The Credits used as payment hereunder will be drawn down from Customer's available Credits balance as of the earlier of date of this SOW or the commencement of Services. Customer understands that any additional days or service will need to be purchased.

5 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and Dell EMC Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "**Change Management Process**") for managing changes to the SOW. Customer or Dell EMC Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form found in Appendix A.
- Change Validation – Dell EMC Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – Dell EMC Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and Dell EMC Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor Dell EMC Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within seven (7) calendar

days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, Dell EMC Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and Dell EMC Services.

6 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

1. Dell EMC Services may use affiliates and subcontractors to perform the Services.
2. Dell EMC Services may perform all or part of the Services off-site at a Dell EMC Services location or other location.
3. Customer acknowledges that Dell EMC Services will request Customer's participation in a Customer feedback survey. Additionally, Dell EMC Services may approach Customer to serve as reference regarding Dell EMC Services' performance of the Services. If Customer agrees to be a reference, Customer and Dell EMC Services will agree in writing to the terms of such reference. A reference program has been developed to facilitate confidential conversations between Dell EMC Services' customers and potential customers.
 - Customers are invited to join the program at the conclusion of their project for a period of one year.
 - Dell EMC Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - We limit usage of Customer reference to no more than once per month.
 - We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
4. Dell EMC Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than Dell EMC Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell EMC Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse Dell EMC Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
5. Customer, not Dell EMC Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to Dell EMC Services. Dell EMC Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Dell EMC Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Dell EMC Services is entitled to rely on all decisions and approvals of Customer.

6. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Dell EMC Services is not providing legal or regulatory advice.
7. Unless this SOW specifically requires otherwise, Dell EMC Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell EMC Select Products and Brokerage Products (collectively, **"Third Party Products"**) to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. Dell EMC Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Dell EMC Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Dell EMC Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
8. Dell EMC Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.

To the extent Dell EMC Services' liability is not anyway excluded under the Agreement, Dell EMC Services will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
9. Dell EMC Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
10. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
11. No Dell EMC product is or can be licensed or purchased under this document. Any purchase or licensing of Dell EMC products is governed by the terms of a separate license or purchase agreement between the parties. Dell EMC Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.
12. In the event the Customer has not engaged Dell EMC Services to perform the Services and two (2) months have passed since the later of the Effective Date and Dell EMC Service's completion of the last Service-related Deliverable, without further engagement from Customer, Dell EMC Services may terminate this SOW by providing thirty (30) calendar days prior written notice. Customer understands they will forfeit the available days for delivery once SOW is terminated.

7 ENGAGEMENT CONTACTS

The primary contacts for each party are identified below and may be changed only by written notice to the other party.

	Dell EMC Services Document Drafter	Dell EMC Sales Contact	Customer Contact
--	---------------------------------------	------------------------	------------------

Name	Billy Long	Nathaniel Blair	Dr. Kermit Belcher
Title	Program Manager	AE	CIO
Office Number	214.799.4729	512.728.6462	502.485.3485
Mobile Number	214.799.4729		
Email Address	Billy.Long@Dell.com	Nathaniel.Blair@dell.com	kermit.belcher@jefferson.kyschools.us

Dell EMC Services will provide the SPOC contact information following receipt of the executed SOW.

8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return all pages via email to Dell EMC Services at Billy.Long@Dell.com. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between Dell EMC Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Jefferson County Public Schools

Dell Marketing LP

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: Billy Long

Title: _____

Title: Program Manager

Date: _____

Date: _____

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell EMC Services receives a purchase order (“**PO**”) from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Change Request Form

<The Change Request Form may be found at: www.dell.com/servicecontracts/RFC

Appendix B: Additional Legal Terms and Conditions

Cancellation/Rescheduling by participant:

Unless otherwise agreed in writing by Dell, all training/consulting will begin on the scheduled date. Should Customer request to reschedule Dell Professional Learning Services, Dell will provide the Customer the following option:

Customer may cancel or reschedule a class prior to the fourteenth (14th) full calendar day of the scheduled date. Rescheduling will not be allowed within the fourteenth (14th) full calendar days prior to the course unless the cause for cancellation is related to district closings caused by inclement weather. Should a district closing occur due to weather, Dell reserves the right to provide delivery of the six (6) hours of content virtually provided that what was scheduled can effectively be provided in a virtual session. Alternatively should virtual delivery not be an option, customer agrees to reschedule the cancelled day where a minimum of two consecutive days are scheduled together assuming customer has multiple days available for delivery. A cancellation or change within fourteen (14) full calendar days of the confirmed course start date will result in a cancellation fee equal to 100% of the effected day's fee unless related to the above mentioned inclement weather.

Should Dell cancel any scheduled Dell Professional Learning Services, Dell will use reasonable efforts to give Customer advance notice of cancellation and will endeavor to reschedule as agreed between Dell and Customer. If the Dell Professional Learning Services are cancelled for reasons within Dell's control, and cannot reasonably be rescheduled, Dell will refund Customer's associated pre-paid training fees. The refund will be Customer's only recourse in the event of Dell's cancellation.

Engagement Process

- Integration dates are tentative until Customer submits a purchase order (P.O.) and a signed Statement of Work to Dell.
- Dell EMC Services will contact Customer to finalize dates.
- Minimum lead time of receipt of PO and delivery date must be fourteen (15) days.
- (1) Day of onsite service equates to onsite services of (1) consultant
 - Example: If customer requests (2) consultants for a single calendar day, it will constitute the use of (2) of the available days as defined in this SOW.

Maximum group size of twenty-five (25) per session.