Statement of Work Exchange Migration

Submitted to:

CHICO USD

Submitted by:

Erinn Webber

Dell Global Services

11/19/2010

Table of Contents

Statement of Work For

CHICO USD

This Statement of Work ("SOW") is between Dell Marketing L.P. CONFIDENTIAL ("Dell"), and CHICO USD ("Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

This SOW and the performance of the Services hereunder are subject to and governed by the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, the Commercial Terms of Sale at http://www.dell.com/Terms (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement.

Confidentiality: All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

Exchange Migration Services

1.0   Overview and Shared Objectives

The Services' objective is to Chico Unified School District engaged with Dell to complete the migration from Exchange 2003 to 2010 as well as to provide knowledge transfer and host employee training. Chico Unified School District currently utilizes an Exchange 2003 environment to host approximately 1600 user mailboxes. Dell, a Dell partner, proposes this statement of work to be completed in collaboration with Chico USD employees to upgrade the Exchange organization to 2010.

2.0   Project Scheduling

This project is estimated to take twelve (12) contiguous days.

Phase	Estimated Duration
Assessment	0.5 days
Design	0.5 days
Implementation	9 days
Knowledge Transfer/Training	2 days

Total	12 Days

3.0   Project Scope and Definition

Dell will perform the tasks for this Service as follows:

Phase	Tasks
Project Kickoff	• If quoting this phase, insert bulleted detail for phase here
Assessment	☐ Evaluate existing Exchange environment ☐ Review Roles ☐ Review Storage ☐ Review Application Dependencies (ie SMTP server usage)
Design	• Design Exchange Oranization • Propose project plan and migration strategy
Implementation	☐ Install any necessary upgrades to current environment and AD Schema changes ☐ Build new VMs for Exchange Roles ☐ Deploy servers for roles: ☐ Client Access ☐ Hub Transport ☐ Mailboxes ☐ Verify and Test Interoperability ☐ Redirect legacy hostnames ☐ Migrate hostnames, services, and roles to Exchange 2010 environment ☐ Migrate User Mailboxes ☐ Move to new 2010 mailbox host ☐ Migrate client Note: Initial migrations and training by Dell with documentation and hand-off to Chico USD staff to complete the user migrations ☐ Decommission Exchange 2003 services and hosts ☐ Validation of Exchange 2010 functionality and health
Training and Documentation	☐ Onsite, Hands-on Training and Walkthrough of Exchange2010 vs 2003 ☐ Architectural Review – What are the decision points for the design ☐ What is different in 2010 compared to 2003 (ie roles, tasks) ☐ Exchange troublshooting examples ☐ Detailed Documentation Including: ☐ Pre and Post migration infrastructure ☐ Take-aways from training including presentations, scripts, and troubleshooting material

As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

4.0 Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

Phase	Deliverable Title, Short Description, and any Acceptance Criteria*	Format Provided
Assessment	Overview of existing environment and requirements	Word Document
Design	Exchange 2010 Design	Visio Diagram
Implementation	Detailed design and migration process documentation	Word Document

5.0 Assumptions and Customer Responsibilities

Assumptions:

Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1. 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.

2. The prices for the Services are based on Customer's environment as known by Dell at the time of execution of this SOW. If the volumes, consumption factors or requirements change by +/- five (5%) percent, Dell will adjust the pricing to reflect these changes.

3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.

4. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.

5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.

6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.

7. 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.

8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.

9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.

10. Dell's pricing does not assume the responsibility of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

11. Dell reserves the right to sub-contract portions or all of the requested Services.

Not Included With This Service:

1. Other services not specifically defined in this SOW are out of scope

Customer Responsibilities:

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.

2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.

3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.

4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.

5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

7. The 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.

8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.

9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.

10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.

11. Customer is responsible for providing all hardware, software, telephone internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.

12. Customer agrees to complete a customer satisfaction survey.

Data Backup

• Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**

6.0   Change Control Process

The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

In some cases, a Change Order will authorize Dell to study the impacts that a proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Dell Project Manager will draft a separate Change Order to detail the specifics associated with that change.

7.0   Dell Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Dell resources may include employees of Dell and/or a service provider or subcontractor to Dell. Dell personnel may work on-site at Customer location or off-site at a Dell or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Manager (PM)

Single point of contact and accountability for successful delivery of the Services

- Maintain focus on time, cost and scope
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings
- Establish and manage the Services schedule, communications and status reporting
- Provide up to one status call and one brief status report per week
- Identify, monitor and manage Services risk, issues and escalations
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Service completion acceptance from Customer
- **Project management activities are conducted remotely**

Dell Sr. Active Directory / Exchange Consultant

- Develops a pre-project discovery questionnaire based on existing environment
- Review input from the pre-project discovery questionnaire to prepare for the on-site discovery
- Experienced in Active Directory migrations
- Experienced in file server migrations
- Design and implement Exchange systems
- Determine disk I/O requirements for Exchange
- Experienced with Exchange migrations
- Report status and communication
- Coordinate with the Project Manager to attempt to remove any barriers
- Coordinate Project meetings (as appropriate)

8.0   Payment Criteria

Time & Material: Payment for Services is an estimated fee of US $19,056 for 109 hours based on estimated time for all Dell resources as indicated below. This is Dell's good-faith estimate of the total amount the Services will cost, but is not a fixed fee. Dell does not guarantee the Services will be

completed for such amount. The actual cost will be based on the actual time spent by various Dell resources assigned plus expenses incurred, and may be more or less than the estimate.

Time will be invoiced at the following Rates:

Role	Rate/Hr	Estimated Hours
Sr. Exchange Consultant	$179	96
Project Manager	$144	13

Invoice/Payment Terms: Invoices for Services will be issued on a monthly basis based on actual Services performed during the previous Dell fiscal month. Payment is due thirty (30) days from date of invoice.

Expenses: Customer will be responsible for any Service related expenses including actual, reasonable and necessary travel and living expenses Dell incurs, as invoiced at the time of incurrence, in connection with delivering the Services.

Taxes: Dell's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

9.0   Termination

Customer may terminate this SOW for convenience upon providing Dell with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Dell's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Dell may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

10.0   Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

11.0 Signature

Please fax or email a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-283-7899 or US_DPS_Project_Administration@dell.com, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

CHICO USD	Dell Marketing L.P. CONFIDENTIAL
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Contact Summary

Customer Primary Contact for Service	CHICO USD Customer Number: 4183128 Contact Name: Mr. Jason Gregg Phone: (530) 588-0383 Email: jgregg@chicousd.org
Date	11/19/2010
Dell Services Contact	Erinn Webber Title: Solutions Architect Dell Global Services Email: erinn_webber@Dell.com
Customer Billing Contact	CHICO USD 1163 E 7th Street Chico, California 95928
Dell Segment Contact	Don Dockery Phone: (714) 642-9261 Email: Don_Dockery@Dell.com
Location Where Work Will Be Performed	1163 E 7th Street Chico, California 95928
Dell Opportunity Number	2237451

Appendix – Dell Training and Education Services

Dell can be your trusted partner by offering training and education services for Dell products as well as other key technology areas. Training can be delivered through various options including:

- Online;
- Classroom-based; and
- On-site courses

Our training portfolio includes classes on storage (Dell/EMC, EqualLogic and Server); official Microsoft and VMware virtualization courses; and other key technology based offerings that can be customizable to meet your organization's unique environment and tailored specifically to the audience learning objectives. All instructor led courses can be customized such as adding more content, reducing class length, combing classes or focusing on only a couple of key concepts that are relevant to the student's daily duties.

Visit the following links to view our most current offerings (standard and customized options):

- **Dell/EMC Training:**   www.LearnDell.com/storage
- **EqualLogic:**   www.LearnDell.com/equallogic
- **Server:**   www.LearnDell.com/server
- **Client:**   www.LearnDell.com/client
- **Microsoft:**   www.LearnDell.com/microsoft
- **VMware:**   www.LearnDell.com/virtualization

Training Delivery Options	
IT Professional and End User	**Instructor Led Training** Private instructor led training can be customized to meet your needs. Class length depends upon the depth of topics desired to be covered in training.
	Live Distance Learning Live instructor training from the convenience of home or office delivered over remote connection such as Live Meeting or WebEx.
	Blended Training Integrate online and instructor led training to create an effective learning experience.
	Price: Dell can work with you to meet your budget needs.
Job Aids	A variety of customized or standardized job aids, quick reference cards and course materials can be provided.

Ask your Dell account representative or Dell consultant to have a Dell training consultant work with you to design an optimal training plan for your team or email US_Training@dell.com. Dell training and certification services are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Appendix – Training Recommendations – Microsoft

To get the most benefit out of your technology investment, your staff must be fully skilled in the features and functions of the new tools.

Training is best delivered in a structured way by certified instructors and curriculum. Knowledge transfer is an excellent way to support formal training but should not be seen as a substitute. Your team will get far more out of the knowledge transfer if they have a solid foundation to start from.

Dell recommends that customers implementing Microsoft technologies purchase the **Dell/Microsoft Technical On-Line Library** for members of their IT staff.

Dell also offers customized Instructor-Led training for your staff based on your particular implementation of the technology. Dell also has options for end user training as the technology is rolled out to the end-users.

To customize a training solution for your organization, ask your Dell Account Representative or Dell Infrastructure Consultant to have a Dell Training Consultant work with you to design an optimal training plan.

Microsoft Technical (IT Pro/Dev) and Information Worker Online Training Libraries

Microsoft online training libraries combined with Live Expert support allows your team to get the training and support you need when you need it.

- Microsoft Technical Online Training Library with Live Experts
- **$550 per person** for 1 year unlimited access to all 600+ courses and the Live Experts
- SKU: 991-9659

The online courses provide a rich multimedia experience. Official Microsoft Learning hands-on labs are developed by industry-leading instructional designers who provide a safe, networked environment where learners can practice what they have learned without having to set up new software or change system settings. The online training library plus Live Tutor are available 24x7 for one year from invoice date.

Complete List of Courses

NOTE: Dell Training and Certification Services detailed in this appendix are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Appendix – Training Recommendations - Exchange 2010

To get the most benefit out of your technology investment, your staff must be fully skilled in the features and functions of the new tools. The following will outline the training that Dell highly recommends for organizations migrating to a Microsoft Exchange 2010 infrastructure from a previous version of Microsoft Exchange.

IT Professionals Training Plan Summary

Dell provides Instructor-Led Training (ILT) at your site or in publically scheduled classes. Dell also offers eLearning providing your organization with a cost-effective way to take advantage of interactive training developed by Microsoft experts.

		Exchange 2010
Audience	**Enterprise Messaging Administrators**	Minimum Recommendation
Delivery Method	**Instructor-Led Courses**	10135: Configuring, Managing and Troubleshooting Microsoft Exchange Server 2010
		5 Days
		$3,000/day (Private, Onsite; max 10 people) Travel and Setup extra if required. **SKU 991-9749** * Number of days
		10233: Designing and Deploying Messaging Solutions with Microsoft Exchange Server 2010
		5 Days
		$3,000/day (Private, Onsite; max 10 people) Travel and Setup extra if required. **SKU 991-9749** * Number of days
	eLearning	**Currently in Development**

NOTE: Dell Training and Certification Services detailed in this appendix are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Statement of Work SharePoint Migration

Submitted to:

CHICO USD

Submitted by:

Erinn Webber

Dell Global Services

12/2/2010

Table of Contents

Statement of Work For

CHICO USD

This Statement of Work ("SOW") is between Dell Marketing L.P. CONFIDENTIAL ("Dell"), and CHICO USD ("Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

This SOW and the performance of the Services hereunder are subject to and governed by the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, the Commercial Terms of Sale at http://www.dell.com/Terms (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement.

Confidentiality: All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

Sharepoint Project

1.0   Overview and Shared Objectives

The Services' objective is to Chico Unified School District engaged with Dell to assess, design and implement Microsoft Sharepoint.

2.0   Project Scheduling

This project is estimated to take eight (62 hours) contiguous days.

Phase	Estimated Duration
Assessment	10 Hours
Design	10 Hours
Implementation	42 Hours
Total	**62 Hours (approximately 8 Days)**

3.0   Project Scope and Definition

Dell will perform the tasks for this Service as follows:

Phase	Tasks
Project Kickoff	• If quoting this phase, insert bulleted detail for phase here
Assessment	• Preliminary meeting to define parameters of SharePoint project(s). This is exploratory in nature to help determine the general architecture of the final SharePoint site. This will include general views of sites such as: Recipient routing, signatures for hire, document management, grant writing, IT documentation, public facing sites, inter-district transfer, etc. This will also discuss the capacity plan including initial size, growth expectations, expected uptime, redundancy, backup, recovery and other such consideration.
Design	• Meeting to discuss particulars about the one or two sub-site(s) determined in Preliminary meeting. This meeting can and most likely will include discussions of visualizations, user rights infrastructure, workflow, accessibility, management and control. •
Implementation	• Installation of MS SQL and SharePoint Site • Implementation of sub-sites determined by Design Phase

As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

4.0   Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

Phase	Deliverable Title, Short Description, and any Acceptance Criteria*	Format Provided
Assessment	• Document describing the overall structure, scope and nature of the SharePoint site general. • Recommendations as to size and growth patterns for capacity planning. • Recommendation of backup/recovery determined by the existing infrastructure. Document describing which one or two sub-sites are going to be used for the initial setup.	Electronic PDF
Design	Requirement Documentation regarding final	Electronic PDF

	deliverable of sub-sites including: • User rights • Workflow • Structure • Visualization	
Implementation	• MS SQL 2010 x64 installed on a MS Server 2008 R2 x64 • SharePoint 2010 and IIS installed on a MS Server 2008 R2 x64 • Final sub-sites ready to use with staff capable of making minor changes and (perhaps) implementing their own sites.	Electronic PDF

5.0   Assumptions and Customer Responsibilities

Assumptions:

Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1. 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.

2. The prices for the Services are based on Customer's environment as known by Dell at the time of execution of this SOW. If the volumes, consumption factors or requirements change by +/- five (5%) percent, Dell will adjust the pricing to reflect these changes.

3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.

4. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.

5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.

6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.

7. 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.

8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.

9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.

10. Dell's pricing does not assume the responsibility of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

11. Dell reserves the right to sub-contract portions or all of the requested Services.

12. For purposes of this project it is assumed that there is plenty of hardware/storage available to install, deploy, implement and grow a SharePoint 2010 site.

13. Software infrastructure needs will be a minimum of a SharePoint Server deployed with SharePoint 2010, a Microsoft SQL 2010 server and a Microsoft IIS server. While these may all be on the same server for testing or designing, it recommended that there be at least two servers—one for SQL and one for SharePoint/IIS. Capacity planning (clustering, mirrored, load balancing) will be discussing during the project.

Not Included With This Service:

1. Other services not specifically defined in this SOW are out of scope

Customer Responsibilities:

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.

2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.

3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.

4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.

5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

7. The 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.

8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.

9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.

10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.

11. Customer is responsible for providing all hardware, software, telephone internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.

12. Customer agrees to complete a customer satisfaction survey.

Data Backup

- Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**

6.0   Change Control Process

The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

In some cases, a Change Order will authorize Dell to study the impacts that a proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Dell Project Manager will draft a separate Change Order to detail the specifics associated with that change.

7.0   Dell Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Dell resources may include employees of Dell and/or a service provider or subcontractor to Dell. Dell personnel may work on-site at Customer location or off-site at a Dell or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Manager (PM)

> Single point of contact and accountability for successful delivery of the Services

- Maintain focus on time, cost and scope
- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings
- Establish and manage the Services schedule, communications and status reporting
- Provide up to one status call and one brief status report per week
- Identify, monitor and manage Services risk, issues and escalations
- Facilitate change management as needed
- Confirm the Services delivered are in accordance with the SOW
- Obtain deliverable and Service completion acceptance from Customer
- **Project management activities are conducted remotely**

Microsoft Consulting Services Senior Consultant

- Install, configure and customize solutions utilizing Microsoft suite technologies including ASP.Net, SharePoint Server 2010 (SharePoint), CMS Commerce Server, BizTalk, SMS, Exchange and Active Directory
- Conduct technical requirements sessions with Customer
> Document implemented solution

8.0   Payment Criteria

Time & Material: Payment for Services is an estimated fee of US $12,826.00 for 74 hours based on estimated time for all Dell resources as indicated below. This is Dell's good-faith estimate of the total amount the Services will cost, but is not a fixed fee. Dell does not guarantee the Services will be completed for such amount. The actual cost will be based on the actual time spent by various Dell resources assigned plus expenses incurred, and may be more or less than the estimate.

Time will be invoiced at the following Rates:

Role	Rate/Hr	Estimated Hours
Sr. Exchange Consultant	$179	62

Project Manager	$144	12

Invoice/Payment Terms: Invoices for Services will be issued on a monthly basis based on actual Services performed during the previous Dell fiscal month. Payment is due thirty (30) days from date of invoice.

Expenses: Customer will be responsible for any Service related expenses including actual, reasonable and necessary travel and living expenses Dell incurs, as invoiced at the time of incurrence, in connection with delivering the Services.

Taxes: Dell's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

9.0   Termination

Customer may terminate this SOW for convenience upon providing Dell with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Dell's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Dell may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

10.0   Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

11.0   Signature

Please fax or email a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-283-7899 or US_DPS_Project_Administration@dell.com, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

CHICO USD	Dell Marketing L.P. CONFIDENTIAL
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Contact Summary

Customer Primary Contact for Service	CHICO USD Customer Number: 4183128 Contact Name: Mr. Jason Gregg Phone: (530) 588-0383 Email: jgregg@chicousd.org
Date	12/2/2010
Dell Services Contact	Erinn Webber Title: Solutions Architect Dell Global Services Email: erinn_webber@Dell.com
Customer Billing Contact	CHICO USD 1163 E 7th Street Chico, California 95928
Dell Segment Contact	Don Dockery Phone: (714) 642-9261 Email: Don_Dockery@Dell.com
Location Where Work Will Be Performed	1163 E 7th Street Chico, California 95928
Dell Opportunity Number	2237451

Appendix – Dell Training and Education Services

Dell can be your trusted partner by offering training and education services for Dell products as well as other key technology areas. Training can be delivered through various options including:

- Online;
- Classroom-based; and
- On-site courses

Our training portfolio includes classes on storage (Dell/EMC, EqualLogic and Server); official Microsoft and VMware virtualization courses; and other key technology based offerings that can be customizable to meet your organization's unique environment and tailored specifically to the audience learning objectives. All instructor led courses can be customized such as adding more content, reducing class length, combing classes or focusing on only a couple of key concepts that are relevant to the student's daily duties.

Visit the following links to view our most current offerings (standard and customized options):

- **Dell/EMC Training:**   www.LearnDell.com/storage
- **EqualLogic:**   www.LearnDell.com/equallogic
- **Server:**   www.LearnDell.com/server
- **Client:**   www.LearnDell.com/client
- **Microsoft:**   www.LearnDell.com/microsoft
- **VMware:**   www.LearnDell.com/virtualization

Training Delivery Options	
IT Professional and End User	**Instructor Led Training** Private instructor led training can be customized to meet your needs. Class length depends upon the depth of topics desired to be covered in training.
	Live Distance Learning Live instructor training from the convenience of home or office delivered over remote connection such as Live Meeting or WebEx.
	Blended Training Integrate online and instructor led training to create an effective learning experience.
	Price: Dell can work with you to meet your budget needs.
Job Aids	A variety of customized or standardized job aids, quick reference cards and course materials can be provided.

Ask your Dell account representative or Dell consultant to have a Dell training consultant work with you to design an optimal training plan for your team or email US_Training@dell.com. Dell training and certification services are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Appendix – Training Recommendations – Microsoft

To get the most benefit out of your technology investment, your staff must be fully skilled in the features and functions of the new tools.

Training is best delivered in a structured way by certified instructors and curriculum. Knowledge transfer is an excellent way to support formal training but should not be seen as a substitute. Your team will get far more out of the knowledge transfer if they have a solid foundation to start from.

Dell recommends that customers implementing Microsoft technologies purchase the **Dell/Microsoft Technical On-Line Library** for members of their IT staff.

Dell also offers customized Instructor-Led training for your staff based on your particular implementation of the technology. Dell also has options for end user training as the technology is rolled out to the end-users.

To customize a training solution for your organization, ask your Dell Account Representative or Dell Infrastructure Consultant to have a Dell Training Consultant work with you to design an optimal training plan.

Microsoft Technical (IT Pro/Dev) and Information Worker Online Training Libraries

Microsoft online training libraries combined with Live Expert support allows your team to get the training and support you need when you need it.

- Microsoft Technical Online Training Library with Live Experts
- **$550 per person** for 1 year unlimited access to all 600+ courses and the Live Experts
- SKU: 991-9659

The online courses provide a rich multimedia experience. Official Microsoft Learning hands-on labs are developed by industry-leading instructional designers who provide a safe, networked environment where learners can practice what they have learned without having to set up new software or change system settings. The online training library plus Live Tutor are available 24x7 for one year from invoice date.

Complete List of Courses

NOTE: Dell Training and Certification Services detailed in this appendix are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Statement of Work for Virtual Desktop Implementation

Submitted to:

Chico Unified School District

Submitted by:

Roy Stanyer

Dell Global Services

1/13/2011

Table of Contents

<div align="center">

Statement of Work For

Chico Unified School District

</div>

This Statement of Work ("SOW") is between Dell Marketing L.P. CONFIDENTIAL ("Dell"), and Chico Unified School District ("Chico Unified School District" or "Customer") for the services described in this SOW (individually, the "Service" or collectively, the "Services") and is effective as of the date last executed in the Signature section below.

This SOW and the performance of the Services hereunder are subject to and governed by the terms and conditions specified in the Customer's separate signed master services agreement with Dell which specifically contemplates provision by Dell of professional information technology consulting services (i.e. infrastructure, implementation, configuration and/or custom application development consulting) or, in the absence of such agreement, the Commercial Terms of Sale at http://www.dell.com/Terms (the "Agreement"). Neither Dell nor its representatives, employees, contractors and/or subcontractors take responsibility for, nor are they liable for, any decisions made in the development of any systems, products, or software solutions that are made by, or for, Customer, or by employees or other representatives, contractors and/or subcontractors of Customer.

All Customer use of software, online services, or software-enabled services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement.

Confidentiality: All information supplied to Customer for the purpose of this SOW is to be considered Dell confidential.

<div align="center">

Virtual Desktop Implementation (VDI)

</div>

1.0   Overview and Shared Objectives

The Services' objective is to provide the following to Chico Unified School District:

- Conduct pre-installation planning phase
- Configure Dell EqualLogic array for VDI
- Configure Dell blade chassis
- Configure up to 3 Dell blades
- Install and configure vSphere on up to 3 blades for View
- Install and configure View Manager Server (Physical or Virtual)
- Install and configure up to 3 VMware Virtual Desktop Templates
- Configuration of Virtual Desktop pools
- Install and configure integration of Microsoft Active Directory (ADAM)
- Configuration of Data Store on EqualLogic storage for Virtual Desktops
- Configuration of View composer
- Consultation for ThinApp implementation of up to 2 applications
- Connect and configure up to 5 legacy end user devices (to be provided by Customer)

- Knowledge Transfer (to be provided during engagement)
- Documentation

Dell agrees to deliver to Customer the Services described in Section 3 herein.

2.0   Project Scheduling

This project is estimated to take two (2) weeks.

Phase	Estimated Duration
Design	1 Week
Implementation	1 Week
TOTAL	**2 weeks**

3.0   Project Scope and Definition

Dell will perform the tasks for this Service as follows:

Phase	Tasks
Project Kickoff	• Review project requirements and any special requests with client onsite
Planning/Design	**Review Current IP Address and Network Design** • Confirm DHCP is available • Confirm sufficient IP addresses are available on the subnet • Determine/confirm routes are in place between subnets **Existing VMware vSphere structure** • Number of hosts, and hosts available for VDI VMs • Confirm datastores available for evaluation **Access to Install View Composer** • Obtain administrative access to vCenter Server • Obtain and confirm Domain Admin credentials for desktop provisioning • Obtain and confirm OU and Group Policy settings **Determine View Connection Server** • Confirm IP address • Review and confirm server requirements **Determine Thin and Zero-Client Attached Devices** • Identify all serial and USB devices such as printers and confirm

	availability
	Determine Legacy Desktop Requirements and Attached Devices
	• Identify all serial and USB devices and confirm availability of devices and legacy desktops
	Desktop Image Creation
	• Confirm applications to be installed
	• Confirm number of departmental or business unit images
	• Confirm application candidates (Adobe CS and Plato) for virtualization (ThinApp)
	• Identify and confirm Desktop Pools (persistent, non-persistent)
Implementation	**Configure hardware and vSphere**
	• EqualLogic installation/configuration
	○ Cabling
	○ Array RAID / storage pool configuration
	• M1000 blade chassis
	○ Cabling
	○ Configuration of onboard BMC
	○ Configuration of blade DRACs
	• vSphere
	○ Install vSphere on each blade
	○ Configure vSphere, associate with existing vCenter
	Install View Connection Server Physical or Virtual
	• Windows Server 2003 32-bit or 64-bit dedicated physical or virtual server:
	○ Windows Server 2003 R2 Standard Edition with SP2
	○ Windows Server 2003 Standard Edition with SP2
	○ Windows Server 2003 R2 Enterprise Edition with SP2
	○ Windows Server 2003 Enterprise Edition with SP2
	• 3 GB of RAM
	• 2 GHz or faster
	• Part of Windows Active Directory Domain
	• Access to DHCP Server
	Active Directory
	• Create Domain Admin account for View Composer
	• Privileges to add machines to domain
	• Adhere to existing Group Policy settings
	• Apply Group Policy to dedicated OUs for VDI

	Create Up to 3 Windows Desktop Images • Install business line applications • Install required service packs • Install required agents for endpoint devices and View 4.0 • Create Desktop Pools within View Connection Server **Install View Composer on Existing vCenter Server** • Create SQL Server database **Connect and Configure 5 legacy End User Devices on Endpoint Devices** • Serial to USB adapters • Native USB devices • Saber serial or USB printers
Project Closeout	• Closeout meeting at the end of work performed. Documentation to be provided within 10 days following the close of the project.

As used in this SOW, knowledge transfer, demonstrations and documentation, and all references thereto, and the pricing quoted herein specifically exclude any Dell training and certification services. Knowledge transfer outlines only a high level informal transfer of basic knowledge of the Dell services from the Dell Consultant to Customer's local contact or IT representative. Dell training and certification offerings are available to Customer subject to a separate price quote.

4.0   Deliverables

The following is a list of deliverables that will be provided to Customer under this SOW subject to time authorized through this SOW.

Deliverable	Description	Method of Delivery
Assessment/Planning	• View PoC Preparation • Questionnaire/checklist for PoC scoping and preparation	PDF
Design	• View Jumpstart PoC Checklist • Checklist of tasks/test that will be accomplished during the PoC	PDF
Implementation	• Final Project Documentation (As-Built) • View PoC Installation and Configuration Guide	PDF

5.0   Assumptions and Customer Responsibilities

Assumptions:

Dell may make certain assumptions while specifying the Services and deliverables detailed in this SOW. It is the Customer's responsibility to identify any incorrect assumptions or take immediate action which will make all of Dell's assumptions correct. Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

1. 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.

2. The prices for the Services are based on Customer's environment as known by Dell at the time of execution of this SOW. If the volumes, consumption factors or requirements change by +/- five (5%) percent, Dell will adjust the pricing to reflect these changes.

3. The resources to perform the Services shall be available (including any travel time) Monday through Friday, 8:00 a.m. to 5:00 p.m. local Customer time (excluding nationally-observed holidays) based on a forty (40) hour week, unless previously agreed upon between Customer and Dell.

4. Dell reserves the right to perform portions of the work remotely according to a schedule mutually agreed to by both Customer and Dell.

5. A typical schedule involves working remotely at least one business day per week to complete deliverables and/or any applicable documentation. Additional fees may apply for travel/Services outside of this timeframe.

6. This SOW includes travel to one domestic location(s) within the continental United States as detailed in this SOW. Any additional travel to other locations is considered out of scope and will require the approval of Customer via the change control process detailed in this SOW.

7. 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.

8. Dell is not responsible for project or Service delivery delays caused by Customer facility or personnel challenges.

9. Completing transition within the agreed timeframe is contingent upon Dell receiving the necessary Customer information and gaining access to the necessary Customer resources, personnel, and facilities in a timely manner.

10. Dell's pricing does not assume the responsibility of any Customer or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

11. Dell reserves the right to sub-contract portions or all of the requested Services.

12. Work will be performed in as many sequential days as possible.

13. Knowledge transfer is delivered as part of the engagement and performed throughout the installation and configuration.

Not Included With This Service:

1. Any services or activities other than those specifically noted in this SOW.

Customer Responsibilities:

Both Customer and Dell are responsible for collaborating on the execution of the Services. Dell's responsibilities have been set forth elsewhere in this SOW. Customer agrees generally to cooperate with Dell to see that the Services are successfully completed. Customer agrees to the following assigned responsibilities:

1. Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.

2. Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.

3. The Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.

4. The Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.

5. The Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.

6. The Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.

7. The 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.

8. Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.

9. The Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.

10. Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.

11. Customer is responsible for providing all hardware, software, telephone internet access, and facilities in a timely manner for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.

12. Customer agrees to complete a customer satisfaction survey.

13. The Customer must have all necessary staff available for the knowledge transfer. Knowledge transfer must take place on or before the professional services end date.

14. Customer will provide access to server and application media for installation of ThinApp.

15. Provider will configure up to 5 thick clients for one site. The Customer will be responsible for configuring any remote site clients for the POC.

16. Customer will provide any thin/thick clients, monitors, keyboards, and mice to facilitate POC.

17. Customer will provide necessary access to Active Directory

18. Customer will provide a network engineer to facilitate configuration (i.e. VLANs, trunking, etc.) of switch connectivity.

19. Customer will have all IP, host names, and associated licensing (VMware, Microsoft, etc.) prior to arriving onsite

Data Backup

- Customer will complete a backup of all existing data and programs on affected systems prior to Dell arriving at the location to deliver this Service. **DELL WILL HAVE NO LIABILITY FOR LOSS OR RECOVERY OF DATA OR PROGRAMS.**

6.0   Change Control Process

The "Change Control Process" is the process that governs changes to the scope of the Services during the term of this SOW. The Change Control Process will apply to new Services components and to enhancements of existing Services.

A written "Change Order" will be the vehicle for communicating any desired changes to the Services. It will describe the proposed change to Services scope, pricing, resources, tasks, and deliverables; the reason for the change; related assumptions and Customer responsibilities; and the schedule and price impacts of the change. The Dell Project Manager will draft the Change Order document based on discussions with Customer and Dell team. Only changes included in a Change Order signed by both Customer and Dell will be implemented.

In some cases, a Change Order will authorize Dell to study the impacts that a proposed change will have in terms of required changes to Services scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, the Dell Project Manager will draft a separate Change Order to detail the specifics associated with that change.

7.0   Dell Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services. Customer understands that Dell resources may include employees of Dell and/or a service provider or subcontractor to Dell. Dell personnel may work on-site at Customer location or off-site at a Dell or other location as determined by the needs of the Services and by specific agreement of the Customer project manager. Dell has identified the following initial resource levels for these Services. Key responsibilities for the resources are identified below.

Project Manager (PM)

- Single point of contact and accountability for successful delivery of the Services
- Maintain focus on time, cost and scope

- Coordinate and facilitate kick-off, status, deliverable review and closeout meetings

- Establish and manage the Services schedule, communications and status reporting

- Provide up to one status call and one brief status report per week

- Identify, monitor and manage Services risk, issues and escalations

- Facilitate change management as needed

- Confirm the Services delivered are in accordance with the SOW

- Obtain deliverable and Service completion acceptance from Customer

- Project management activities are conducted remotely, with minimal onsite time (e.g., kickoff, deliverable review, closeout)

Virtualization Consultant

- Provide technical direction and expertise

- Understand server architecture, technology and product requirements

- Oversee day-to-day execution of tasks

- Coordinate with Project Manager and Executive Sponsor to ensure barriers are removed

- Develop and assigns tasks

8.0   Payment Criteria

Fixed Fee: Payment for Services is a Fixed Fee of US $17,600.00

Invoice/Payment Terms: Invoice for Services will be issued upon receipt of Customer signature of this SOW. Payment is due thirty (30) days from date of invoice.

Expenses: Expenses are included in the Fixed Fee price. Unless the scope changes; Dell will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses include Service related expenses including actual, reasonable and necessary travel and living expense.

Taxes: Dell's pricing does not include applicable local taxes.

Scope Changes: Additional fees may apply if Customer changes or expands the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Dell as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Dell. Upon receipt of a signed SOW and Purchase Order, a Dell Project Manager will typically contact you within 7 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by Dell under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Dell may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any

necessary updates to the terms of the previous SOW.

9.0　Termination

Customer may terminate this SOW for convenience upon providing Dell with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Dell's unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Dell may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

10.0　Order of Precedence

This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Dell and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

11.0　Signature

Please fax or email a copy of your Purchase Order and this signed SOW (with all pages in full) to 512-283-7899 or US_DPS_Project_Administration@dell.com, Attention: Dell – Intake Manager. The Purchase Order amount should include estimated expenses if they are billable.

Chico Unified School District	Dell Marketing L.P. CONFIDENTIAL
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Contact Summary

Customer Primary Contact for Service	Chico Unified School District Customer Number: 6303120 Contact Name: John Sclare Title: Purchasing Agent Phone: (530) 891-3000 Email: jsclare@chicousd.org
Date	1/13/2011
Dell Services Contact	Roy Stanyer Title: Solutions Architect Dell Global Services Email: Clayton_Stanyer@Dell.com
Customer Billing Contact	Chico Unified School District 1163 E 7th St Chico, CA 95928 (530) 891-3000
Dell Segment Contact	Don Dockery Phone: 714-642-9261 Email: don_dockery@dell.com
Location Where Work Will Be Performed	1163 E 7th St Chico, CA 95928
Dell Opportunity Number	2409204

Appendix – Dell Training and Education Services

Dell can be your trusted partner by offering training and education services for Dell products as well as other key technology areas. Training can be delivered through various options including:

- Online;
- Classroom-based; and
- On-site courses

Our training portfolio includes classes on storage (Dell/EMC, EqualLogic and Server); official Microsoft and VMware virtualization courses; and other key technology based offerings that can be customizable to meet your organization's unique environment and tailored specifically to the audience learning objectives. All instructor led courses can be customized such as adding more content, reducing class length, combing classes or focusing on only a couple of key concepts that are relevant to the student's daily duties.

Visit the following links to view our most current offerings (standard and customized options):

- **Dell/EMC Training:**   www.LearnDell.com/storage
- **EqualLogic:**   www.LearnDell.com/equallogic
- **Server:**   www.LearnDell.com/server
- **Client:**   www.LearnDell.com/client
- **Microsoft:**   www.LearnDell.com/microsoft
- **VMware:**   www.LearnDell.com/virtualization

Training Delivery Options	
IT Professional and End User	**Instructor Led Training** Private instructor led training can be customized to meet your needs. Class length depends upon the depth of topics desired to be covered in training.
	Live Distance Learning Live instructor training from the convenience of home or office delivered over remote connection such as Live Meeting or WebEx.
	Blended Training Integrate online and instructor led training to create an effective learning experience.
	Price: Dell can work with you to meet your budget needs.
Job Aids	A variety of customized or standardized job aids, quick reference cards and course materials can be provided.

Ask your Dell account representative or Dell consultant to have a Dell training consultant work with you to design an optimal training plan for your team or email US_Training@dell.com. Dell training and certification services are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Appendix – Training Recommendations – Microsoft

To get the most benefit out of your technology investment, your staff must be fully skilled in the features and functions of the new tools.

Training is best delivered in a structured way by certified instructors and curriculum. Knowledge transfer is an excellent way to support formal training but should not be seen as a substitute. Your team will get far more out of the knowledge transfer if they have a solid foundation to start from.

Dell recommends that customers implementing Microsoft technologies purchase the **Dell/Microsoft Technical On-Line Library** for members of their IT staff.

Dell also offers customized Instructor-Led training for your staff based on your particular implementation of the technology. Dell also has options for end user training as the technology is rolled out to the end-users.

To customize a training solution for your organization, ask your Dell Account Representative or Dell Consultant to have a Dell Training Consultant work with you to design an optimal training plan.

Microsoft Technical (IT Pro/Dev) and Information Worker Online Training Libraries

Microsoft online training libraries combined with Live Tutor online chat allows your team to get the training they need when they need it and to get their questions answered quickly.

> Microsoft Technical Online Training Library with Live Tutor

- Certified Live Tutor experts
- $550 per person for 1 year unlimited access to all 600+ courses and Live Tutor
- SKU: 991-9659
- Complete List of Courses

The online courses provide a rich multimedia experience. Official Microsoft Learning hands-on labs are developed by industry-leading instructional designers who provide a safe, networked environment where learners can practice what they have learned without having to set up new software or change system settings. The online training library plus Live Tutor are available 24x7 for one year from invoice date.

Also available for end users:

> Microsoft Information Worker Online Training Library with Live Tutor

- **$99 per person** for 1 year unlimited access to all 130+ courses and Live Tutor
- SKU: 991-9669
- Complete List of Courses

For more information on Dell's Microsoft training visit www.LearnDell.com/Microsoft.

NOTE: Dell Training and Certification Services detailed in this appendix are not included in this SOW, and are available through a separate price quote, change order or separate SOW.

Appendix – Training Recommendations – VMware

To get the most benefit out of your technology investment, your staff must be fully skilled in the features and functions of the new tools. The following will outline the training that Dell highly recommends for organizations implementing VMware technologies.

Dell is a VMware Authorized Training Center (VATC). VMware-authorized training is available only from VATCs and will give you the best results and the highest return on your investment. If you want to provide your staff with the best training experience possible, Dell, as a VATC, is capable of delivering any certified VMware training course using Dell equipment, optimized for a VMware environment, and Dell approved instructors.

- VMware-authorized instructors undergo a rigorous VMware-approved preparation program and receive active and dynamic support from VMware and Dell, even while their classes are in progress.
- VMware-authorized courseware is regularly and proactively updated, ensuring accurate and fresh content.
- Only VMware-authorized training on VMware vSphere satisfies the course requirement for the VMware Certified Professional (VCP) or VMware Certified Advanced Professional (VCAP) certifications.

Dell is also a VMware Authorized Training Reseller (VATR). As VATR, Dell has access to the entire VMware public training schedule giving Dell the ability to place your staff into any number of VMware delivered training classes* in any city VMware delivers in, even those that Dell does not provide a standard offer for.

> * Class must be a publically scheduled class delivered directly by VMware and not by another VATC.

IT Professionals Training Plan Summary

Below is the minimum recommended training for System administrators, systems engineers, and operators responsible for ESX/ESXi and vCenter Server. Dell provides Instructor-Led Training (ILT) at your site, in publically scheduled classes, or online through the internet via Live Distance Learning (LDL).

VMware vSphere: Install, Configure, Manage Training

This 5-day, hands-on training course explores installation, configuration, and management of VMware vSphere, which consists of VMware ESX /ESXi and VMware vCenter Server. The course is based on ESX/ESXi 4 and vCenter Server 4. Upon completion of this course, you can take the examination to qualify as a VMware Certified Professional.

Public	$3,495/per student	Sku 986-3128	More details
Onsite	$29,250 (up to 10 students)	Sku 986-3129	More details

VMware vSphere: What's New

This 2-day, hands-on training course explores new features in VMware vCenter Server 4 and ESX /ESXi 4, as well as how to upgrade to VMware vSphere 4. This course is recommended for current VMware Certified Professionals (VCPs) who wish to pursue a vSphere VCP certification.

| | Virtual Online | $1,495/per student | Sku 994-9839 | More details |

Below is the recommended advanced training for System administrators, systems engineers, and operators that wish to expand their skill set beyond basic VMware operations. Dell provides Instructor-Led Training (ILT) at your site, in publically scheduled classes, or online through the internet via Live Distance Learning (LDL).

VMware vSphere: Troubleshooting

This lab-intensive course focuses on providing system administrators with the advanced knowledge, skills, and abilities to achieve competence in troubleshooting the VMware vSphere virtual infrastructure. In this course, you will spend most of the time diagnosing and rectifying configuration problems created on VMware ESX /ESXi hosts and VMware vCenter Server systems. Upon completion of this course, you can take the examination to become a VMware Certified Professional.

	Public	$3,295/per student	Sku 923-2949	More details
	Onsite	$27,500 (up to 10 students)	Sku 923-2959	More details

VMware vSphere: Manage for Performance

This hands-on training course explores the management of performance in a VMware vSphere environment. It provides the knowledge and skills necessary to make fundamental design decisions that enhance performance and to meet performance goals in an already-deployed vSphere installation. The course is based on VMware® ESX 4.0, ESXi 4.0, and vCenter Server 4.0.

	Public	$2,475/per student	Sku 925-9799	More details
	Onsite	$20,750 (up to 10 students)	Sku 925-9809	More details

VMware vSphere: Design Workshop

This course explores a design methodology, criteria, and approach for designing a VMware vSphere 4 virtual datacenter architecture consisting of VMware ESX/ESXi 4 and VMware vCenter Server 4. This course, by discussing the benefits and risks of available design alternatives, provides information that supports making sound design decisions. This course also provides an opportunity to practice your design skills by working with peers on a design project.

	Public	$2,245/per student	Sku 926-3219	More details
	Onsite	$18,850 (up to 10 students)	Sku 926-3229	More details

Below is the minimum recommended training for System administrators, systems engineers, and operators responsible for deploying VMware's View 4 desktop virtualization solution. Dell provides

Instructor-Led Training (ILT) at your site, in publically scheduled classes, or online through the internet via Live Distance Learning (LDL).

VMware View 4: Install, Configure, Manage
This 3-day hands-on training course builds your skills in the VMware View suite of products: VMware View Manager, VMware View Composer, and VMware ThinApp.

Public	$2,245/per student	Sku 927-1769	More details
Onsite	$19,500 (up to 10 students)	Sku 927-1779	More details

For more information on Dell's VMware Training visit www.LearnDell.com/virtualization

NOTE: Dell Training and Certification Services detailed in this appendix are not included in this SOW, and are available through a separate price quote, change order or separate SOW.