



Dekalb County School District
Copilot for Microsoft 365 Readiness
Statement of Work

SOW Delivery Date: 6/26/2026

SOW Expiration Date: 9/30/2026

Submitted By: Monica Davis

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CONFIDENTIALITY NOTICE: This document may include confidential information that belongs to the Service Provider. It is legally privileged and intended only for the use of the Client. The Client may not distribute this information to any third party without the written consent of BlueAlly Technology Solutions.

1. Introduction

Statement of Work

This Statement of Work (SOW) is effective as of June 26, 2026, between Dekalb County School District (Client) and BlueAlly Technology Solutions, LLC (Service Provider). The parties agree as follows.

Client:	Dekalb County School District
Client Contact:	Dr. Kermit Belcher
Project Name:	Copilot for Microsoft 365 Readiness
Statement of Work ID:	BA2026124302-3
Statement of Work Investment Summary:	\$24,800
Statement of Work Date:	June 26, 2026
Statement of Work Expiry Date: (if not executed by all Parties)	September 30, 2026
Service Provider Contact:	Monica Davis

2. Services to be Provided

2.1. Project Objectives

Client has identified the following as the primary objectives of the Copilot for Microsoft 365 Readiness project initiative:

- Assess the Microsoft 365 (M365) environment for Copilot for M365 readiness
- Remediate issues that are identified during the assessment

2.2. Services

Service Provider will perform the following services under this SOW:

Task: Project Initiation

Once an agreement is signed and executed by and between Client and Service Provider, the Project Initiation task is scheduled. Service Provider will assign a project manager, a technical lead, and subject matter experts as Service Provider deems necessary to Client's engagement.

During the Project Initiation task, Service Provider will coordinate activities with Client, draft a communication plan, develop a preliminary Project Schedule, and on-board project resources.

The Project Initiation task concludes with a Project Kickoff meeting. At this meeting, Client and Service Provider will:

- Identify the project team contacts
- Review the project scope
- Establish a communication plan
- Establish a regular project meeting schedule
- Review the preliminary Project Schedule and discuss establishing the Project Schedule baseline
- Review Client pre-requisite tasks in preparation for the Copilot Readiness Assessment task

Service Provider will create and manage the Project Schedule per the terms under the Period of Performance.

Copilot Readiness Assessment and Remediation

The following activities are conducted during this task:

- **Assessment and Discovery**
 - Discuss Client needs and goals for Copilot
 - Review existing applications, services, and the M365 tenant configuration
 - Assess the current state of SharePoint sites, Teams, and OneDrive usage
 - Identify all active storage in M365 and review permission levels
 - Check for instances of over-sharing and document potential risks
 - Ensure appropriate permission levels are set for internal and external users
 - Review existing Data Protection and Compliance policies
 - Assess Governance policies
 - Check for alignment with Copilot requirements
- **Remediation**
 - Enable short-term controls to restrict content searching
 - Update/configure tenant sharing permissions
 - Create up to three (3) Data Loss Prevention Policies
 - Create custom data classifications/indicators
 - Create and publish up to three (3) Sensitivity Labels
 - Extend Sensitivity Labeling to assets in the Microsoft Purview data map
 - Enable sensitivity labels to auto-protect sensitive data (if available)
 - Ensure/enforce Modern Authentication and other security controls
 - Configure link expiration and controls
 - Remediate top-level permissions identified during the assessment

Task: Project Closeout

As part of the Project Closeout task, Service Provider will conduct a Project Closeout meeting with Client. During this meeting, Service Provider will conduct a final review of the Schedule of Deliverables with Client and identify any outstanding items that need to be addressed prior to closing out the project.

Following the Project Closeout meeting, Service Provider will address all identified outstanding items that are within the scope of this SOW or any subsequent Change Order, as determined by Service Provider. The target date for completion of all outstanding items will be identified by Service Provider during the Project Closeout meeting.

3. Engagement Terms and Conditions

3.1. Engagement Contacts

	Service Provider Contact	Client Engagement Contact
Contact name	Monica Davis	Dr. Kermit Belcher
E-mail address	mdavis@blueally.com	Kermit_Belcher@dekalbschoolsga.org
Phone number	(404) 316-3565	(678) 676-1188
Mailing address	3475 Piedmont Road NE, Suite 900 Atlanta, GA 30305	1701 Mountain Industrial Blvd. Stone Mountain, GA 30083

3.2. Services Fees

These services will be provided at a fixed price.

Engagement	Cost
Copilot Readiness Assessment and Remediation	\$24,800

Service Provider assumes most tasks will be completed during normal business hours mutually agreed upon at the Project Kickoff (typically Monday through Friday, 8:30 AM to 5:30 PM).

Service provider will invoice Client at the completion of the engagement. Invoices will be payable with Net 30 terms.

3.3. Place of Performance

The work as described in this SOW will be performed remotely.

3.4. Period of Performance

The Period of Performance for the work as described in this SOW is limited to six (6) weeks from the date of Project Kickoff. The Period of Performance and the level of effort defined in this SOW are based on the information provided by Client at the time of this SOW; changes to that information will result in a Change Order. Definitive staffing by Service Provider and scheduling of Project Kickoff will not be undertaken until this SOW is executed by both Client and Service Provider.

4. Special Provisions

4.1. Progress Reports

Service Provider's Project Manager/Management function will provide regular reports to Client on a weekly basis. These may reflect a description of the services rendered, and a description of problems or issues encountered, as appropriate.

4.2. Core Systems

The scope of work outlined in this SOW is limited to the following Client systems specific to this SOW. Work on any system or component not specifically listed below is considered out of scope with respect to this SOW.

- Microsoft 365 Tenant

4.3. Project Assumptions

Service Provider makes the following assumptions in submitting this SOW:

- Client provides assistance and guidance in researching questions and issues pertaining to any business or functional requirement.
- Client functional area Subject Matter Experts (SMEs) and technical personnel are available for necessary meetings and communication and respond in a timely manner to requests to review and approve the documentation.
- If Client stakeholders request additional functionality beyond the scope of this SOW, then Service Provider will issue a Change Order, and upon Client approval, Service Provider will issue a revised schedule and integrate the Change Order into the project.

- Client does not require that Service Provider solicit, collect, or build product quotes or Bills of Materials (BOMs) as part of the scope of this project.

4.4. Service Provider Responsibilities

- Document high-level business requirements, which articulate the big “what” and big “why” (scope and purpose) through a series of interactions with stakeholders.
- Present high-level business requirements for stakeholder committee review and obtain approval.
- Keep functional requirements in scope as defined.
- Coordinate meetings and schedule interviews with Client stakeholders, keeping Client’s point of contact informed and involved to the degree requested.
- Obtain approval of the functional requirements.
- Obtain approval of the strategic plan.

4.5. Client Responsibilities

In addition to those Client Obligations set forth elsewhere in this SOW, the following are the responsibilities of Client:

- Provide current documentation, as requested by Service Provider and necessary for Service Provider to perform their responsibilities herein, within one (1) week of the Project Kickoff Meeting.
- Client will have project stakeholders and resources available as lack of representative participation will elongate the project and require additional hours under a Change Order.
- Client will provide network access to all Core Systems, as appropriate, for Service Provider to fulfill their obligations during execution of the project.
- Client will provide remote network access, as appropriate, to all Service Provider delivery team personnel using a secure, stable, and reliable access technology.
- Provide timely response to Service Provider inquiries and recognize Client dependencies to enable Service Provider to complete its responsibilities per the schedule under the Period of Performance and scope of this SOW, without requiring a Change Order for delays beyond Service Provider’s reasonable control. Given Service Provider’s inability to redeploy staff on short notice, Service Provider staff will charge time against this SOW under a Change Order, if not informed by Client at least a week in advance of Client’s inability to complete key tasks upon which Service Provider is dependent.
- Assign stakeholders to ensure that all required experts in specific process areas are involved in the requirements phase.
- Establish a single point of contact (SPOC) who is authorized to accept work on behalf of Client.
- Provide information about all related systems, processes, and other required documentation.
- Client provides remote access for Service Provider engineers to equipment covered in the scope of this SOW.
- Provide a review of documentation and feedback on requested changes and accepted content.
- Approve and accept deliverables.

4.6. Intellectual Property

Service Provider retains intellectual property rights in all of its pre-existing materials, software, and information used in connection with providing the services hereunder. While Client will have the right to use such pre-existing materials, software, and information, if needed, solely in connection with the deliverables hereunder, nothing in this Agreement transfers or grants any right, title, or interest in such pre-existing materials, software, and information.

4.7. Change Management Process

In the event unforeseen factors change this services scope of work and/or impact the term and cost of Service Provider provided services, Client and Service Provider may mutually revise the Agreement and Service Provider shall provide Client with an estimate of the impact of such revisions to the fees, payment terms, completion schedule, and other applicable provisions of the Agreement. If the parties mutually agree to such changes, a written description of the agreed-upon change ("Change Order") shall be prepared, incorporating such changes to the Agreement, and shall be signed by both parties. The terms of a Change Order prevail over those of the Agreement.

5. Terms and Conditions of Engagement

Client agrees to purchase from Service Provider those services specified in the SOW attached hereto. In addition to the terms and conditions set forth in the SOW, Client agrees that all services provided by Service Provider to Client will be subject to the following terms and conditions:

1. Billing. Payment for services rendered by Service Provider shall be billed and invoiced by Service Provider on a periodic basis. Client agrees to pay all invoiced amounts within thirty (30) days of the date of invoice. All out-of-pocket expenses incurred by Service Provider in the performance of services to Client shall be billed as incurred. Client shall pay all such expenses as promptly as practicable after receipt thereof. All taxes incurred by Client, resulting from the performance by Service Provider of the services specified in the SOW, shall be the responsibility of Client.
2. No Solicitation. During the term of the services provided by Service Provider to Client and for a period of twelve (12) months thereafter, Client shall refrain from soliciting for hire any current or future Service Provider employee, provided that nothing shall prevent Client from general solicitation for hire of employees through public advertisement.
3. Termination. Client may terminate the transactions contemplated by the SOW and this agreement upon the material breach or non-performance by Service Provider of the terms and conditions set forth in the SOW or this agreement, provided that Service Provider fails to cure such breach or non-performance within thirty (30) days of Service Provider's receipt of notice thereof. Service Provider may terminate the transactions contemplated by the SOW and this agreement upon the material breach by Client of the terms and conditions set forth in the SOW or this Agreement, or the failure by Client to pay any amounts due or to become due under the terms hereof or thereof. Client shall remain liable for payment of all fees and expenses incurred by Client up to the date of termination.
4. Limitation of Liability. Client's sole and exclusive remedy for all claims, damages, losses, costs, fees, expenses, or similar items arising from the transactions contemplated by the SOW, including the provision of services by Service Provider, shall be limited to termination by Client of the services set forth in the SOW in accordance with the terms set forth above. In no event shall Service Provider be liable for any incidental, consequential, or punitive damages, including any damages resulting from the loss of data or its use, lost profits, or claims asserted against Client by a third-party. Service Provider DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. Access. Client shall afford Service Provider access to such Client technical matter, data, information, operating supplies, and computer system(s), as may be reasonably required by Service Provider to perform the services set forth in the SOW (including, providing Service Provider with a primary point of contact).
6. Service Provider Personnel. Service Provider retains sole discretion to assign such Service Provider personnel as it deems necessary or appropriate to perform the services set forth in the SOW. Service Provider will provide Client with a primary point of contact for inquiries regarding the services.

7. Confidentiality. Any information (whether written or oral) designated as confidential at any time by either party shall be held in strict confidence by the receiving party and may be used by the receiving party only for the purposes set forth in the SOW and the terms of this agreement. Except as required by law, no confidential information, including the terms of this agreement and the SOW, shall be disclosed by either party without the prior written consent of the party designating the information as confidential. Confidential information shall not include any information, that is in or becomes part of the public domain through no fault of the recipient, is already known to the recipient, has been developed independently, or is received from a third party without similar restriction and without breach of this or a similar agreement. Nothing contained in this agreement or the SOW shall prevent Service Provider from publicizing its business relationship with Client or the nature of the services it provided to Client.
8. Interpretation. In the event of a conflict between the terms and provisions of this agreement and the SOW, any purchase order or other document authorizing the work or services covered by this agreement and the SOW, the provisions of this agreement, and the SOW shall govern.

6. Acceptance and Authorization

The terms and conditions of the Statement of Work apply in full to the services and products provided under this Statement of Work.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

BlueAlly Technology Solutions, LLC

Dekalb County School District

By:

By:

Name: Jason Schroeder

Name:

Title: SVP, Services

Title:

Date:

Date: