

Contract for:



Norton City Schools

4128 South Cleveland-Massillon Road
Norton, OH 44203

Contract:

IT Managed Services Contract

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This Service Agreement ("Agreement") is entered into this ____ day of _____, 2014 by and between Norton City Schools with principal place of business at 4128 South Cleveland-Massillon Rd, Norton, OH ("client") and Epiphany Management Group with principal place of business at 526 South Main Street, 9th floor, Akron Ohio 44311 ("Epiphany"). Customer and Company collectively referred to herein as the "Parties" and singularly as "party".

WHEREAS, Client desires to obtain technology management services and Epiphany has been selected by the Client to provide such services specifically requested by the Client.

NOW, therefore, in consideration for the promises set forth below, the parties agree as follows:

1) Scope of Work:

a) Geography: Epiphany will support technology located at the following addresses. Services may be performed on site, or remotely, as the work requires.

Admin Offices 4128 Cleveland Massillon Rd Norton, OH	Norton High School 4108 South Cleveland Massillon Rd Norton, OH
Grill Elementary 6125 Kungle Road Clinton, OH	Norton Primary School 3163 Greenwich Road Norton, OH
Norton Cornerstone School 4138 South Cleveland Massillon Rd Norton, OH	Norton Middle School 3390 South Cleveland Massillon Rd Norton, OH

b) Services:

1. Epiphany will deliver select portions (outlined in this contract) of its **PSAT™ (Plan, Support, Advance and Transform)** Information Technology support system described in detail in our proposal.
2. EMG will have a Technical Consultant on site during school days from the start of the school day until all classes are dismissed (approximately 7:30am – 3:30pm and 2:45-4:45pm Tuesday, Wednesday and Thursdays on school days when school is in session, unless otherwise agreed to in writing by the parties.
3. EMG will perform the services listed below as needed. EMG will track all hours related to the above activity within their internal time management system and report usage on monthly basis to client. **Tracking hours is for management purposes only. This is a fixed fee contract.**

4. EMG will provide the services on a shared services basis utilizing the best resource for the specific account/task as determined by our services manager.
5. While EMG will analyze needs and third party proposals to develop recommendations for IT initiatives funded by Auxiliary Funds, ERATE and other similar programs, the client will make all final vendor selection decisions. EMG will not participate in final vendor selection.
6. Any ticket, service request or project requiring more than forty collective hours of EMG time will be considered a standalone project ("Project"). Such Projects are not covered by this service Agreement and EMG and Client will make best efforts to enable such Projects to be completed by EMG staff in a timely manner. All such Projects will be quoted separately.



Proactive Technology Management & Network Administration	
Centralized Services	
P	Patch, Spam, Anti-Spyware & Firewall Management
P	Network Monitoring
P	Active Directory Management
S	Web Site Support for Site Availability & Access
P	Network Documentation
P	Network Health Check
P	Wireless Networks Support
S	Data Backup & Recovery
P	Managed Print Environment

Operating Support Services	
Customer Support Team	
P	Helpdesk Support
P	On-site Support (See par 1 (b)(2) above)
P	Problem Isolation & Resolution
P	OTRS Ticket system
S	Technology Asset Inventory (Basic - Automated)
S	Software Licensing Documentation
O	Structured Cabling

Technology Consulting	
Chief Technology Officer	
P	PSAT Meetings & Project Management
S	Technology Direction & Best Practices
S	Hardware & Software Selection & Implementation Planning
S	Strategic Technology Planning & Budgets
O	Vendor Management

Technology Education	
S	PD Framework Needs Analysis & Design
S	Self-Assessment & Teacher Tech Survey
O	INSIGHT Tech Analysis process (in depth audit)
O	LOTI Scale Measurement
O	Professional Development –Scope & Content 4,066.66-See Brochure
O	Digital Academy Support

Services marked with (P) are included in this agreement as Primary services rendered by EMG. Services marked once with (S) denote Secondary services, which are rendered as primary support by Client IT Staff and Client's third-party IT vendor(s) which after exhausted EMG shall render best efforts. Services marked with (O) are Optional for additional fee.

B) Equipment & applications: Epiphany services will support the current inventory of hardware, software, and telephony listed below. Epiphany will service this equipment and any replacement/upgrades of specified equipment during the contract period. This is a labor only contract and the client as deemed necessary, will purchase all parts.

1. Epiphany recognizes that the number of devices used at the district will increase over the term of this contract to support BYOD, 1:1 and PARCC initiatives. These increases will be covered by the terms of this contract. District administrators and Epiphany will mutually agree via the technology planning process that the increase in devices is planned and sustainable for maintaining quality support.

2. In no event will Epiphany be liable for any indirect, special or consequential damages. Such direct damages shall include, but not limited to loss, data loss, theft, or destruction. Epiphany will provide labor and services only and will not be responsible for the purchase of any parts or equipment and in no event will be held liable for any direct or indirect costs or damages arising out of implementation, installation, configuration, errors or omissions. Such indirect, special, or consequential damages shall include, but not be limited to, loss of profits, loss of use of associated equipment, or investment cost of substitute facilities. Epiphany preventive and remedial service responsibilities will not include the following: failures caused by neglect, misuse, abuse, incorrect operation of the equipment, unsuitable environment, or failures arising from Acts of God (i.e. fire, flood, etc.).

Equipment	Supported	Equipment	Supported
Laptops	Y	Educational Apps	Y
Desktops	Y	Projection units	Y
Interactive Boards	Y	Mobile devices	Y
Wireless system	Y	Responders	Y
Telephony system	Y	Wireless access points	Y
Routers	Y	Controllers	Y
Switches	Y	Cabling and fiber connections	Y
Administrative Applications	Y	Video Conferencing	Y
Non educational (i.e. Security) camera equip	Y		

Items marked with (Y) are supported devices and (O) are Optional.

2) Service Level Goal:

Priority	Criteria	Response Time *
1	Affects more than five individuals; or is mission critical and there is no workaround available. Examples: Network is down; classroom computing technology is not functioning pending a class.	Same day response
2	Affects one to five individuals, no workaround available. Example: Document must be printed same day	Same day Response
3	Affects fewer than five people, workarounds available. Example: Printer malfunction, but other nearby printer available. Can't check e-mail from one computer, but can from different computer.	Same day Response
4	No effect on productivity, or unsupported software. Examples: Monitor showing b/w instead of color.	Best effort as time allows.
5	Projects	Must be scheduled during planning sessions

3) Responsibility of Client:

- 1 Client to maintain IT Staff levels and Agreements with third-party IT vendors.
- 2 Ensure appropriate (non IT) staff is available for training on ticket system.
- 3 Ensure any issues or concerns are escalated to senior leadership within EMG.
- 4 Make time available for regular PSAT™ meetings
- 5 Client to use services generally aligned to the allocations in this agreement.

4) Non Solicitation & Non Hire: During the term of this agreement and for a period of one year after termination of this agreement, Parties agree that they will not, directly or indirectly, hire or solicit for hire any of the other party's employees, contractors or consultants.

5) Independent Contractor: With respect to all matters relating to this agreement, Epiphany shall be deemed to be an independent contractor. Epiphany shall not represent itself or its organization as having any relationship to Client other than that of an independent agent for the limited purpose described in this agreement.

6) Billing and Payment:

- This contract is for a total of \$61,000.
- This fee does not include equipment, parts or materials. It is a labor only contract.
- Below is the payment schedule.

Due Date	Monthly Payment	Down Payment (20% Down)	Total Amount Due
July 1, 2014	4,066.74	12,200	16,266.74
August 1, 2014	4,066.66		4,066.66
September 1, 2014	4,066.66		4,066.66
October 1, 2014	4,066.66		4,066.66
November 1, 2014	4,066.66		4,066.66
December 1, 2014	4,066.66		4,066.66
January 1, 2015	4,066.66		4,066.66
February 1, 2015	4,066.66		4,066.66
March 1, 2015	4,066.66		4,066.66
April 1, 2015	4,066.66		4,066.66
May 1, 2015	4,066.66		4,066.66
June 1, 2015	4,066.66		4,066.66

7) Term and Termination: The effective date of this contract is July 1, 2014. The term of this agreement is from July 1, 2014 through June 30, 2015. This agreement will automatically renew with all other terms and conditions in full force and effect unless client delivers written notice of non-renewal to EPIPHANY no less than 90 days prior to the end date of this agreement. Epiphany and Client will meet prior to 90 days before the end of this agreement.

8) Governing law: This agreement shall be governed by and is constructed in accordance with the laws of the state of Ohio.

9) Warranty: Due to the nature of this service, no warranty, either expressed or implied, is included in this agreement.

10) Indemnity & Liability: EMG agrees to indemnify and hold Client, its governing board members, officers, employees and/or agents, harmless from any claims, suits, liabilities, loss, expenses and/or damages including alleged copyright and other intellectual property claims sustained by any person by reason of any negligent or intentional acts to third-parties proximately caused by employees of EMG, excluding any negligent use of products by client, E & O, software or hardware services.

Client agrees to indemnify and hold EMG, its officers, members, employees and/or agents harmless from any claims, suits, liabilities, loss, expenses and/or damages including alleged copyright and other intellectual property claims sustained by any person by reason of any act of client.

EMG shall be liable to client for failure to provide services, but only if such failure(s) is due to the negligence of EMG, excluding: 1) damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users; 2) acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to EMG's service or other event(s) not reasonably within the control of EMG.

11) Mutual Non-Disclosure: It is understood that in rendering services, both EMG and the Client may be exposed to confidential or private information of members, staff, administration or students. Client and EMG agree to use such information solely in connection with the current or contemplated business relationship for rendering of services and not for any purpose other than as authorized by this agreement or as authorized by prior written consent of the other party or as mandated by court-order or other legally bound requirement by a third-party governing authority.

12) Entire Understanding: This agreement is binding when signed by both Parties. This agreement constitutes the entire understanding of the Parties, and supersedes all prior and contemporaneous written and oral agreements, with respect to the subject matter. This agreement may not be modified or amended except in writing signed by both Parties.

IN WITNESS WHEREOF, The Parties hereto have signed this Service Agreement effective as of the date set forth on the first page hereof

ACCEPTED AND AGREED TO:
Client

ACCEPTED AND AGREED TO:
Epiphany Management Group

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____