

EMG
EPIPHANY MANAGEMENT GROUP

Contract for:

Randy Boroff; Superintendent

David Forrest; CFO/Treasurer

Matt Gdovin; Dir. NEOET

Revere Local Schools

3496 Everett Road
Richfield, OH 44286

Project: Managed IT Services

January 8, 2013

Contact:

David Mauro

E: dmauro@epiphanymgmt.com

P: 440.409.3113

Material contained in this document is proprietary to EMG and is to be treated confidentially by all recipients. Acceptance of delivery of this material constitutes acknowledgment of the confidential relationship under which disclosure and delivery are made. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording or any information storage and retrieval system without permission in writing from EMG.



EMG | TECHNOLOGY



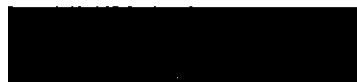
EMG | SOFTWARE



EMG | INTERACTIVE



EMG | LEARNING



This Service Agreement ("Agreement") is entered into this 8th Day of January, 2013 by and between Revere Local Schools with principal place of business at 3496 Everett Rd, Richfield OH 44286 ("client") and Epiphany Management Group with principal place of business at 526 South Main Street, 9th floor, Akron Ohio 44311 ("Epiphany"). Customer and Company are 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.

Revere High School	Rever Middle School
Bath Elementary School	Hillcrest Elementary School
Administration Building	Field House on premises
	Bus Garage on premises

b) Services:

1. EMG will deliver its **PSAT (Plan, Support, Advance and Transform)** Information Technology support system described in detail in our proposal. Revere Local School's IT staff will be responsible for the primary **Support** of day to day workstations/printer/mobile device/AV equipment. EMG will be responsible for day to day management of this staff but Revere Local School will retain all performance reviews and evaluations.
2. EMG will perform the services listed below as needed based on approximately 1400 hours during the annualized contract period. EMG will track all hours related to the above activity within their internal time management system and report usage on monthly basis to client. **This is not a cap on services but an estimate on what services we expect to deliver on this project.**
3. 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.
4. Any ticket, service request or project requiring more than 60 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.

b) Services Cont.

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

Technology Consulting	
Chief Technology Officer / IT Director	
Y	PSAT Meetings & Project Management
Y	Technology Summary
Y	Budget Planning & Product quotes
Y	Disaster Recovery Planning
Y	Strategic Technology Planning
Y	Vendor Management

Operating Support Services	
Customer Support Team	
Y	Helpdesk Support
Y	On-site Support
Y	Problem Isolation & Resolution
Y	OTRS Ticket system
Y	Technology Asset Inventory (Basic - Automated)
Y	Technology Asset Inventory (Detailed)
Y	Software Licensing Documentation

Technology Education	
Y	PD Framework Needs Analysis & Design
Y	Self-Assessment & Teacher Tech Survey
Y	INSIGHT Tech Analysis process (in depth audit)
Y	LOTI Scale Measurement
Y	PD – Scope TBD (see brochure)

Services marked with a (Y) are included in this contract

EMG | TECHNOLOGY

EMG | SOFTWARE

EMG | INTERACTIVE

EMG | LEARNING



B) Equipment: Epiphany services will support all inventory of hardware, software, and telephony for Client. Epiphany will service this equipment and any replacement/upgrades of specified equipment during the contract period. This is a labor only contract All parts will be purchased by the client as deemed necessary.

- 1 Epiphany will support future hardware and software purchases under the current contract terms and amounts as long as the increased inventory does not exceed 110%(approx.) of the equipment inventory in this contract. If future inventory exceeds 110% (approx.) of current inventory, epiphany reserves the right to adjust the contract terms.
- 2 In no event will Epiphany Management Group be liable for any indirect, special or consequential damages. Such direct damages shall include, but not limited to, loss, theft, or destruction. 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. EMG 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	X	Hubs	
Desktops	X	Projection units	X
Interactive Boards	X	Mobile devices	X
Wireless system	X	Responders	X
Telephony system	X	Wireless access points	X
Routers	X	Controllers	X
Switches	X	Cabling and fiber connections	X
Administrative Applications	X	Video Conferencing	X

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; End user computer completely down with no options for work around.	Same day response
2	Affects one to five individuals, no workaround available. Example: Personal document located on user's hard drive must be printed, but user's monitor is not functional.	Same day response
3	Affects fewer than five people, workarounds available. Example: Can't check e-mail from one computer, but could use Webmail from another computer.	Same day response
4	No effect on productivity, or unsupported software. Examples: Monitor showing b/w instead of color.	Same day response
5	Projects	Must be scheduled during planning sessions

Response times are approximate and may change based on Client or EMG resource access or availability

3) Responsibility of Client:

- 1 Maintain existing on-staff tech resources
- 2 Ensure appropriate staff is available for training on ticket system.
- 3 Ensure the accuracy of the inventory within this agreement.
- 4 Ensure any issues or concerns are escalated to senior leadership within Epiphany.
- 5 Make time available for regular PSAT meetings
- 6 Utilize services by being mindful of the estimated hours for this contract. This is a fixed fee contract and it is the client's responsibility to use services generally aligned to the allocation.

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 parties 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) Indemnity & Liability: Epiphany agrees to defend, at Epiphany's expense and with counsel acceptable to Client, indemnify, and save and hold harmless Client and all of its officers, directors, employees, agents, successors, and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever arising out of the performance or nonperformance of the Scope of Work, including without limitation, all expenses of litigation and/or arbitration and/or mediation, court costs, and attorneys' fees, arising on account of or in connection with alleged infringement of another's intellectual property, or any and all damages to property, regardless of possession or ownership, which infringement or damages arise from, or are in any manner connected with, the Scope of Work performed by or for Epiphany under this Agreement, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of Epiphany or any of its employees, agents, representatives, or suppliers.

7) Billing and Payment:

- The initial contract is for a term of January 9, 2013 through June 30, 2013 for \$46,966.76 which will be billed 10% down (\$4,696.67) and a pro rata amount for January 2013 (\$6,133.41) of upon execution of the contract and the remaining amount equally per month for five months (\$7,227.33). Invoices are sent on the first of every month and are due upon receipt. A 5% discount may be taken if paid in full within 14 days of contract signing (\$44,618.42 on or before January 23, 2013)
- This fee does not include equipment, parts or materials. It is a labor only contract.
- Upon renewal, the contract will have an annual term of July 1 through June 30 each year.
 1. The annual contract amount is \$98,000 which will be billed 10% down of upon renewal of the contract (\$9,800) and the remaining amount equally per month for twelve months (\$7,350).
 2. A 5% discount may be taken if paid in full within 14 days of contract renewal date (\$93,100).

8) Term and Termination: The initial term of this agreement is from January 9, 2013 through June 30, 2013 and shall remain in full force from the effective date unless terminated by written notice. Either party may terminate this agreement by giving 30 days written notice to the other party during sustenance of this agreement. This agreement will automatically renew for one (1) year with all terms and conditions in full force and effect on an annualized basis and for an amortized annual rate, unless client delivers written notice of non-renewal to Epiphany no less than 30 days prior to the end date of this agreement.

8) Governing law: This agreement shall be governed by constructed in accordance with the laws of the state of Ohio, with regard to its choice of law provision.

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

10) 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 herto 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: _____



 **EMG | TECHNOLOGY**

 **EMG | SOFTWARE**

 **EMG | INTERACTIVE**

 **EMG | LEARNING**

