

## Contract for:

# Norton City Schools

Project: Sustained Professional Development 2014-2015

August 18, 2014

Contact:

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This Service Agreement is entered into this 18th day of August, 2014 by and between Norton City Schools and Epiphany Management Group with principal place of business at 526 South Main Street, 9<sup>th</sup> floor, Akron Ohio 44311 ("Epiphany" or "EMG"). Client and Epiphany are collectively referred to herein as the "Parties" and singularly as "Party".

WHEREAS, Client desires to obtain Professional Development services ("Services") and Epiphany has been selected by the Client to provide such services as outlined herein.

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

## **Sustained Professional Development**

 Four (4) with full days of professional development services including on-site blended learning courses and online learning community.

## **Responsibility of Client:**

- 1. Ensure appropriate staff is available for training.
- 2. Communicate dates, times, locations and topics to appropriate staff.
- 3. Provide/set-up staff technology.

**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 or those contractors/consultants that work in Clients facilities solely on the behalf of EMG.

**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.

#### **Billing and Payment:**

• The total contract is for \$3,500 which will be billed the date of signing.

**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.

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

**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
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date: