

Norton City Schools

4128 S Cleveland-Massillon Rd
Norton, OH 44203

Renewal Contract for IT Services

Material contained in this document is proprietary to Epiphany 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 by any means without permission in writing from Epiphany.

Contact:

Doug Jones
Djones@epiphanymgmt.com

David Mauro
Dmauro@epiphanymgmt.com
440.409.3113

Executive Summary

Norton City Schools has a need for comprehensive technology services to efficiently and effectively plan, support, advance and transform their organization. Epiphany's approach to supporting schools is rooted in industry best practices. Our unique value is the ability to bring these industry best practices to bear in an **affordable** manner.

We are presenting this **renewal contract** to provide the services to meet those needs in our shared service model.

This new agreement has **a slight cost increase** than before due, in whole or in part, to one or more of the following factors:

- we have been a partner for a significant period of time with no prior increase,
- increased utilization (more devices, more users etc.)
- cost of living has increased without any cost increase for services rendered
- As technology services have expanded and our onsite technicians compensation has grown
- demonstrated savings for the client
- increased services delivery hours for new initiatives (PARCC, roll outs, new system and devices)

We have outlined the different areas of services we offer overall, and included in the scope the services that we are providing for you.

We **thank you** for the opportunity to be of **continued service** and we value our partnership. We look forward to an even greater year of working together.

Why Schools Choose Epiphany

Epiphany is a specialized consulting and technology support and services firm. We focus exclusively in the Education market, servicing over 100 K-12 schools and districts. With headquarters based on Akron, Ohio, we provide managed services, both on-site and remote, for education clients throughout Ohio, Michigan and Florida.

Epiphany was founded after the turn of the century to meet the needs of education clients that were faced with the inability to scale their technology needs and budgets. For *four (4) years in a row*, we have been awarded the regional **Cascade Capital Growth award** in technology services for leadership and growth as one of the fastest growing companies in a nine county area. We have once again been selected for inclusion on the **INC 500/5000** list as we continue to grow with strong leadership and a dedicated team of experts.

Epiphany has over 100 full time employees and manages approximately 130 people who are employed by our client districts and schools.

Scope 1: CIO/CTO Consulting Services

Epiphany Management Group’s Consulting Team focuses on systems and alignment to ensure that their clients are achieving their goals. Epiphany Consultants will provide guidance and leadership in the following three areas:

- **Service Strategy** - Epiphany consultants use a clear set of principles to help the District define a plan that will provide the solution to a problem in a particular situation. The solution will focus on the value to the District and identify strategic assets that will be used to the District's advantage.
- **Service Design** – Epiphany Consultants use service design to ensure that new or changed services are designed to meet the changing requirements of the District. Service design is part of a lifecycle that turns a new requirement from service strategy into a design to realize organizational objectives.
- **Service Transition** - Epiphany Consultants will provide processes to enable service transition to ensure that new, modified or retired services meet the expectations of the District as documented in the service strategy and service design stages of the service lifecycle. Key activities include planning and managing changes and releases, managing risks, transferring knowledge, setting expectations and ensuring that the expected value is delivered.

Scope 1 Deliverables:

- Gap Analysis & Recommendations
- Ongoing implementation of Recommendations (Strategy, Design and Transition)
- Quarterly Benchmarking Meetings

Scope	Not Included	N/A
-------	--------------	-----

Scope 2: Education Services

Epiphany empowers teaching and learning through technology integration. We support your vision and work with you to create a roadmap for success. Our solutions drive transformation with the development of a strategic plan, rollout of goals and initiatives, and long-term planning for technology management and professional development.

Our innovative approach to deliver sustained professional development is an opportunity for teachers to participate in year-long continued education at a pace that meets their needs. This professional development approach is engaging and effective. Epiphany's implementation of a blended learning model of services will ensure that teachers have the necessary support throughout the year as they transition from a technology enhanced learning environment to a teaching & learning transformation.

Receive high quality job-embedded professional learning that spans the continuum of a school year. Teaching staff will increase knowledge, skills, attitudes, and beliefs in instructional practices, device utilization, and applications so that they may enable all students to learn at high levels.

The professional learning will be:

- Intensive, ongoing, and connected to practice.
- Focused on student learning and addresses the teaching of curriculum content.
- Aligned with SAMR model of technology implementation and levels of instruction.

Technology has the power to revolutionize the way that students learn but simply introducing devices into the classroom is not enough. Many schools end up using technology as nothing more than a direct tool substitute to complete the same old tasks, such as using Google Forms to take a quiz. As Dr. Ruben Puentedurain describes in his SAMR model, this type of technology use enhances learning but it is not true transformation. In order to see true transformation, technology must be used to create new tasks that were previously unimaginable.

Schools that perform at the highest levels create and implement a strategic plan to get them there. The Education Service Group will work with you and your staff to create:

1. Specific aspirations for student achievement
2. A plan for sustained professional development for technology integration
3. Operational efficiency for your technology department

Scope	Not Included	N/A
-------	--------------	-----

Scope 3: Director Consulting Services

Epiphany Director Consulting Services focuses on moving the needle, day by day. Epiphany Consultants will provide services to address the following needs in the District:

- **Leadership and Vision:** Work closely with the executive team and stakeholders to develop a shared vision with long-term, big-picture perspectives on district goals to plan for meaningful and effective uses of technology; provide leadership when creating a vision of how technology will help meet district goals.
- **Strategic Planning:** Have a high-level view across the school system and work with instructional and technical teams to identify steps needed to transform the technology vision into a long-range plan, complete with specific goals, objectives, and action plans.

Scope 3 Deliverables:

- Project Management for Initiatives
- Oversight of Services Delivery Team
- Monthly Operational Meetings with Key Stakeholders

Scope Cost	\$5,000	X Accepted
------------	---------	------------

Scope 4: Network & Infrastructure Services - Monitor, Manage and Support

Epiphany Management Group may utilize our State of the Art Services Operations Center to proactively manage, monitor and support client networks and infrastructure. Epiphany may choose to monitor, manage or support certain devices remotely to improve services and response times.

Service Level Goals:

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 pending a class	With full Network scope, immediate response with notification and updates provided until resolved. Same day response.
2	Affects one to five individuals, no workaround available	Same day response. Items where new parts need to be ordered may take longer depending upon the circumstances
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.	1-2 day response
4	No effect on productivity, or unsupported software	Best effort as time allows
5	Projects	Must be scheduled during planning sessions

Scope 4.1: District LAN/WAN (Switches/Routers)

Deliverable 4.1.1: Monitor

Epiphany Management Group through the use of Industry Standard Remote Monitoring and Management tools may monitor the switch infrastructure in the District. The monitoring tools would report to Epiphany Management Group's Services Operations Center (ESOC) where applicable.

Data and notifications: Notifications would be sent on system failures or high utilization; Epiphany Site Based Team (SBT) will be notified of alert and remedy a resolution.

Deliverable 4.1.2: Support and Manage

Where applicable, all MDF and IDF switches, circuits as well as connectivity with ITC will be managed and supported*

- Patch alerts will be generated but will not generate email or text notifications
- Reports will be available for service metrics and data tracking
- Epiphany Management Group will work with ITC to troubleshoot any outages

*In all cases, parties agree that Epiphany Management Group is not responsible for hardware failure. All hardware and vendor support contracts are the responsibility of the District.

Scope 4.2– District Wireless Network and VLANs

Deliverable 4.2.1 – Where applicable, Monitor: Monitor wireless network and send alerts to Epiphany ESOC team and Epiphany Site Based Team

Deliverable 4.2.2 – Support and Manage

Where applicable, Wireless network will be supported, managed and maintained by Epiphany ESOC and will make sure licensing is in compliance

Scope 4.3– District Servers (Virtual and Physical):

Where applicable, Manage physical and virtual server environment and operating system up to application layer - Data Services will manage from the Application Layer up.

Deliverable 4.3.1 – Server Monitoring

- Where applicable, Epiphany ESOC may monitor the following:

Active Director	Agent Status	Connectivity	CPU
Data Stores	DHCP Queue	Disk I/O	DNS
Fans / Temp	Guest Status of VM	Licensing	Logical Drives
Maintenance Mode	Memory	Network	Physical Drives
Processes	Power Consumption	Power Supplies	RAID
System Warranty	Up Time	Windows Events	

Deliverable 4.3.2 – Server Support and Manage

Where applicable, Epiphany may **manage virtual and physical servers** as well as cloud-based applications and URL/External IP addresses as provided.

Services Epiphany may perform include the following:

- Server patch management for Windows updates will be installed
3rd party updates are not included (an optional service is available)
- Patch alerts will be generated but will not generate email or text notifications
Windows updates will be installed after 15 updates are ready for install and schedule to run after hours
- Server reboots will be coordinated with on-site technical resource(s) in order to keep within patching cycle
- Reports will be available for service metrics and data tracking
- Event logs that result in failures will be monitored but will not generate email or text notifications

Scope Cost	\$10,000	<input checked="" type="checkbox"/> _X__Accepted
------------	----------	--

Scope 5: End-User Technologies Services

Epiphany Management Group utilizes a **blend of face to face** and **remote** support. Realizing that world class support revolves around people and relationships, Epiphany may remotely resolve technical issues while maintaining the right balance of an on-site presence and visibility with the stakeholders in the District and remote support.

Service Level Goals:

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 technology is not functioning pending a class.	Same day response. Items where new parts need to be ordered may take longer depending upon the circumstances
2	Affects one to five individuals, no workaround available. Example: Document must be printed same day	Same day response. Items where new parts need to be ordered may take longer depending upon the circumstances
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.	2 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

Deliverables

Incident Management

- Request Fulfillment: Through the utilization of Epiphany Management Group's systems, the Site Based Team will respond to and solve incidents as it relates to supporting
 - Computers
 - Laptops
 - Document Cameras
 - Tablets
 - Projectors
 - Interactive Whiteboards
 - Other District Technologies (List below)

Other Not Listed:

Lifecycle Management

- Image Management
- Patch Management

Problem Management

- Through the analysis of ticketing data Epiphany Management Group will identify problems that may be leading to increased incidents and make recommendations or take swift action to remedy the problem.

Scope Cost	\$40,000	<input checked="" type="checkbox"/> Accepted
------------	----------	--

Scope 6: Data Services

Management of Data and Applications is an ever-growing need in the K-12 environment. Epiphany Management Group provides our clients with a decisive edge in moving their District forward by providing services that are specifically tied to managing and maintaining data systems in their District.

Deliverables:

Epiphany Management Group will provide

1. Application Management
 - Manage District Application Portfolio
 - Manage the application lifecycle
 - Monitor Use
 - Manage Licensing
 - Manage Patches and Updates
 - User and Access Management
2. Directory Services (i.e. Google, Active Directory and Telephony*)
 - Manage District's Design of their Directory
 - Manage Moves, Additions and Changes (MAC's)
3. Data Recovery
4. Security Auditing of district systems

**Epiphany Management Group will manage users within the District's telephone system, but is not responsible for the set-up and functioning of the system. Epiphany will manage and work with any third party support partner for the telephony system.*

Scope Cost	\$12,000	<input checked="" type="checkbox"/> Accepted
------------	----------	--

Pricing Schedule:

Service Group	Full Scope	Selected Scope
CIO/CTO Consulting Services	N/A	N/A
Director Consulting Services	\$5,000	\$5,000
Education Services	N/A	N/A
Network Manage/Monitor Support Services	\$10,000	\$10,000
End-User Technologies Services	\$40,000	\$40,000
Data Services	\$12,000	\$12,000
Total Annualized Fixed Fee:	\$67,000	\$67,000

Billing Milestones:

Billing Date	Description	Total Due
7/1/15	Initial Payment (\$4,400) Plus Down Payment(\$14,200)	\$18,600
8/1/15	Monthly Payment	\$4,400
9/1/15	Monthly Payment	\$4,400
10/1/15	Monthly Payment	\$4,400
11/1/15	Monthly Payment	\$4,400
12/1/15	Monthly Payment	\$4,400
1/1/16	Monthly Payment	\$4,400
2/1/16	Monthly Payment	\$4,400
3/1/16	Monthly Payment	\$4,400
4/1/16	Monthly Payment	\$4,400
5/1/16	Monthly Payment	\$4,400
6/1/16	Monthly Payment	\$4,400

Agreement to Enter Into Contract:

IN WITNESS WHEREOF, The Parties hereto have signed this Service Agreement effective subject to the terms and conditions set forth herein.

Authorized Client Signature:

Date:

Authorized Epiphany Signature:

Date:

Terms & Conditions

This Service Agreement ("Agreement") is entered into this day of month by and between Norton City Schools with principal place of business at 4128 Cleveland-Massillon Rd, Norton OH 44203 ("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. SERVICES: the scope is limited to the services and deliverables expressly identified and stated in this document and may be provided onsite or remotely depending on the nature and specific task, resource and to drive efficiency. **Epiphany 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 (Mondays and Fridays) and from 7:30-4:45 (Tue-Thurs) on school days when school is in session, unless otherwise agreed to in writing by the parties.**

a) Geography: EPIPHANY will support technology located at the buildings and facilities owned and operated by the schools as identified previously and mutually agreed upon by the parties. If there is a new school opening, that may be subject to a separate project or exclusion depending on the scope or additional time and resources needed and would be quoted separately by mutual agreement.

b) Assumed Status of IT Infrastructure & Devices: Epiphany has made certain assumptions on the current status of the IT infrastructure and state of devices, based on initial observation and representations from the client. Epiphany will, upon commencement of the engagement, review and assess the current state of the technology infrastructure and devices. If the findings are substantially different than the assumptions derived and/or representations of the Client, Epiphany and Client shall meet to discuss any necessary contract modifications.

c) E-RATE: While Epiphany will analyze needs and proposals to develop recommendations for IT initiatives funded by Auxiliary Funds, E-RATE and other similar programs, the client will make all final vendor selection decisions. Epiphany will not participate in final vendor selection. Epiphany will not render E-rate program services, but will coordinate and make recommendations for purchases and assist any third-party E-rate consultants chosen by the Client.

d) Equipment & applications: Epiphany services will support the current inventory of hardware, software, or telephony identified in the Scope sections above. 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.

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 as long as the increased inventory does not exceed 110% (approx.) of the equipment in place as of the effective date of this contract. If future inventory exceeds 110% (approx.) of current equipment, Epiphany reserves the right to propose an additional cost to cover this adjustment and to adjust the contract terms. District administrators and Epiphany will mutually agree in writing on additional terms so that the increase in devices is planned and sustainable for maintaining quality support.

2) Responsibility of Client:

- 1 Client to provide Epiphany with physical and technical access to all systems including all necessary passwords to access necessary systems. Additional hours necessary to unlock systems in which passwords are not provided are not included in this contract. Additional hours for this service will be billed at a rate of \$95 per hour.
- 2 Ensure appropriate staff is available for training on customer sat surveys or ticket system.
- 3 Ensure any issues or concerns are escalated to senior leadership within EPIPHANY.
- 4 Make time available for regular Operational meetings & any PSAT™ planning meetings, where applicable
- 5 Client to use services generally aligned to the allocations in this agreement.

3) 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.

4) 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.

5) Billing and Payment:

- This contract is for a total fixed fee amount outlined in the "Costs" section of this proposal.
- This fee does not include equipment, parts or materials. It is a labor only contract.
- The payment schedule is outlined in the "Billing Milestones" section of this proposal.

6) Term and Termination: The effective date of this contract is July 1, 2015. The term of this agreement is from July 1, 2015 through June 30, 2016. This agreement will automatically renew for one year at the agreed upon amount for this Term with all other terms and conditions in full force and effect unless either delivers written notice of non-renewal to the other no less than 90 days prior to the end date of this agreement.

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

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

9) Projects/Exclusions: To the extent any ticket, service request or project is not identified in the Scope of services or, if listed, requires more than **forty** collective hours of Epiphany time will be considered a standalone project ("Project"). Such Projects are not covered by this service Agreement and will be quoted separately.

10) Indemnity & Liability: In no event will Epiphany have any duty to defend or indemnify or be liable for any indirect, direct, special or consequential damages. Such damages shall include, but not limited to, loss of data in any form or property, 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, loss of data, 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.).

Client agrees to indemnify and hold EIPHANY, its officers, members, employees and/or agents harmless from any claims, suits, liabilities, loss of data or tangible property, expenses and/or damages including, but not limited to, alleged copyright, other intellectual property claims, data loss or damage or other tangible or intangible loss or damage sustained by any person by reason of any act or omission caused, in whole or in part, by client.

EIPHANY shall be liable for a portion of services to client for failure to provide services, but only if such failure(s) is due to the negligence of EIPHANY, and EIPHANY excludes liability for: 1) damages incurred as a result of the errors, omissions by EIPHANY, data or other property loss, 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 EIPHANY's service or other event(s) not reasonably within the control of EIPHANY.

11) Mutual Non-Disclosure: It is understood that in rendering services, both EIPHANY and the Client may be exposed to confidential or private information of members, staff, administration or students. Client and EIPHANY 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.