

## **REGULAR BOARD OF EDUCATION MEETING – WORK SESSION**

**August 5, 2021**

**7:00 p.m.**

### **ADMINISTRATION BUILDING/MEETING ROOM**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Public comment is your opportunity to make a comment to the Board. When your name is called, please stand and state your name, address, and topic. You will have three (3) minutes to speak. If your comment involves a problem with a student, employee, or Board member please do not address them by name. The primary role of the Board of Education is to listen and reflect on your comments. Sometimes Board members may respond or ask questions, but not always. Whether we respond or not, your input is valued.

### **AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

**Present**

**Not Present**

*Michelle Bissell  
Sherry Buckner-Sallee  
Richard O. Micko  
Seth Roberts  
Laura Wolfe-Housum*

**3. PLEDGE OF ALLEGIANCE**

**4. DISTRICT GOALS**

**5. PUBLIC COMMENT**

## AGENDA

AUGUST 5, 2021

6. **RECOGNITION**A. **STRONGSVILLE KNIGHTS OF COLUMBUS  
TEACHER OF THE YEAR AWARD 2020-2021**

*Presenters: Mr. Bill Burdick, Knights of Columbus  
Mrs. Amy Pinney, Principal, Chapman Elementary*

- *Ms. Brianne Tabar, Grade 2 Teacher, Chapman Elementary School*

7. **TREASURER'S REPORT**A. Discussion Item

1. OSBA Capital Conference November 7 – November 9, 2021 Delegate/Alternate Delegate Appointments for November 8, 2021 Annual Business Meeting

(Exhibit A)

8. **SUPERINTENDENT'S REPORT**A. **SUPERINTENDENT**

1. Discussion Item – 2021-2022 School Operating Procedures
2. Discussion Item – Strongsville Online Learning Opportunity Academy
3. Discussion Item – Summer Learning Recap

B. **BUSINESS SERVICES**

- \* 1. Advertising and Exclusivity Agreement with Cleveland Coca-Cola Bottling (006-Food Service)

Be it resolved upon the recommendation of the Superintendent that the Treasurer be authorized to enter into a five (5) year Advertising and Exclusivity Agreement beginning August 2021 with Cleveland Coca-Cola Bottling Company, Inc.

(Exhibit B)

C. **STUDENT SERVICES**

- \* 1. psi Affiliates, Inc./psi Associates, Inc. (516-Part B IDEA Grant Fund)

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with psi Affiliates, Inc./psi Associates, Inc. in the amount of \$7,706.16 for Speech/Language Pathologist Services to service students at Sts. Joseph and John Interparochial School during the 2021-2022 school year.

(Exhibit C)

## 8. SUPERINTENDENT'S REPORT

#### D. HUMAN RESOURCES

- \* 1. Appointment – Certificated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired:

Natalija Buchwald, Social Studies Teacher, 184 day contract, salary to be BA/0 at \$42,573.00 per year. Effective August 11, 2021. Replacement for Andrew Knapp.

Appointment – Non-Certificated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired:

Keirstin Polocy, Data Input Specialist – Human Resources, 7.5 hours per day, 215 days per year, salary to be Step C at \$20.36 per hour. Effective August 2, 2021. Replacement for Cynthia Vaccariello.

Appointment – Extended School Year 2021 (001-General Fund) (507-ESSER Funds)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the Extended School Year Program:

Denise Zappola-Ensign RBT Aide Step E

Appointments – Certificated – Supplemental Contracts – Prorated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2021-2022 school year. Be it further resolved that these limited contracts be non-renewed for the 2022-2023 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be prorated.

Alyssa Bartel  
Alana Bendetta  
Cheryl Bizub  
Danielle Blackman  
Tara Brzuski  
Christopher Chidsey  
Vicki Eicher

Mary Giaimo  
Paula Hartsough  
Andy Hire

Vicki Kellar  
Brian King

.5 FTE National Honor Society, SHS  
World Language Department Chair, SHS  
Special Education Department Chair, SHS  
Student Council Advisor, SMS  
Key Club Advisor, SHS  
Band Director, SMS  
Chorus Director, SHS  
Show Choir Director, SHS  
Newspaper Advisor, SHS  
Detention Monitor, SMS  
Orchestra Director, SHS  
Fine Arts Division Chair, SHS  
Student Council Advisor, SHS  
Band Director, SMS

## AGENDA

AUGUST 5, 2021

8. SUPERINTENDENT'S REPORTD. HUMAN RESOURCES\* 1. Appointments – Certificated – Supplemental Contracts – Prorated (001-General Fund) (continued)

Laurel Maher	Science Department Chair, SHS
Alexandra Mattox	.5 FTE Junior Class Advisor, SHS
Ryan Mester	Athletic Coordinator, SMS
Jamison Muth	Vocal Director, SMS
Jenna Naymik	Sophomore Class Advisor, SHS
Allison Papish	Social Studies Department Chair, SHS
Kelly Ribblett	English Department Chair, SHS
Rene Roblee	Band Director, SMS
Tanya Rogers	Orchestra Director, SMS
Michael Scott	Mathematic Department Chair, SHS
Brittany Sermak	.5 FTE Junior Class Advisor, SHS
	Freshman Class Advisor, SHS
Lyssa Stonitsch	.5 FTE National Honor Society, SHS
Kimberly Sweigart	Career Tech Division Chair, SHS
Kimberly Taylor	Orchestra Director, SMS
Julia Williams	Guidance Department Chair, SHS

Appointments – Non-Certificated – Supplemental Contracts – Prorated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the 2021-2022 school year. These contracts have been offered to those employees of the District who have a certificate of a type described in Section 3319.08 of the Ohio Revised Code and no such employee qualified to fill this position has accepted it. Be it further resolved that these limited contracts be non-renewed for the 2022-2023 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid prorated.

Christine Merrill	Yearbook Advisor, High School
Jennifer Orlosky	Senior Class Advisor, High School

Appointments – Certificated – Supplemental Contracts – Paid Upon Completion (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the 2021-2022 school year. Be it further resolved that these limited contracts be non-renewed for the 2022-2023 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid upon completion.

Jeremy Jenkins	Fall Play, High School
	Drama Director-All School Musical
	High School

**AGENDA****AUGUST 5, 2021****8. SUPERINTENDENT'S REPORT****D. HUMAN RESOURCES****\* 2. Changes in Status – Non-Certificated (006-Food Service)**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated changes in status be approved:

David Hastings, Custodian, 6 hours per day to 8 hours per day. No change to days per year or hourly rate. Effective July 7, 2021. Replacement for John Osborne.

Zachary Hodge, Custodian, 7 hours per day to 8 hours per day. No change to days per year or hourly rate. Effective August 16, 2021. Replacement for Daniel Wilson.

Daniel Wilson, from Custodian to Maintenance Assistant, salary to be Step H at \$27.42 per hour. No change to hours per day or days per year. Effective July 14, 2021. Replacement for Brenden Mullen.

**\* 3. Educational Upgrades (001-General Fund) (507-ESSER Funds)**

Be it resolved upon the recommendation of the Superintendent that the salary of the following administrative personnel be upgraded due to submission of grades:

Lauren Scotta	From MA to MA 15
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Be it further resolved upon the recommendation of the Superintendent that the salary of the following certificated staff be upgraded due to submission of grades and/or verification of experience:

Emily Husik Angelo	From BA/0 to MA/2
Sarah Atakan	From BA/0 to MA/1
Elizabeth Behymer	From BA/0 to MA 15/5
Lauren Boros	From BA/0 to BA/1
Renee Flower	From BA/0 to MA/1
Melissa Gurchensky	From BA/0 to MA/5
Celia Joyce	From BA/0 to MA/1
Allison Lebo	From BA/0 to BA 15/3
Elizabeth Mahyer	From BA/0 to MA 30/5
Nicole Morris	From BA/0 to BA/2
Cory Plotts	From BA/0 to BA/5
Melissa Rice	From BA/0 to MA 15/5
Caricia Scheeff	From BA/1 to BA/3
Rosemary Vukovic	From BA/0 to MA 15/8

**\* 4. Stipend – Resident Educator Coordinator (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that a stipend of \$6,000.00 be paid to Jamean Theodus for serving as the Resident Educator Coordinator for the 2021-2022 school year. Stipend to be paid prorated.

## AGENDA

AUGUST 5, 2021

8. SUPERINTENDENT'S REPORTD. HUMAN RESOURCES

- \* 5. Security Services – Strongsville Police Department (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the Board of Education authorizes the Superintendent to work with the Strongsville City Police Department to provide security services to school buildings for the 2021-2022 school year. Officers to be paid at the rate of \$35.00 per hour by timesheet, as verified by the building administrator and the Strongsville City Police Department.

E. TECHNOLOGY

- \* 1. BPI Information Systems (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the Board of Education approves BPI Information Systems MBS Managed Backup Service Schedule – Server and Storage Bundle, at an annual cost of \$24,780.00 for a period of three (3) years, beginning July 1, 2021 through June 30, 2024.

(Exhibit D)

9. CONSENT CALENDAR

Action by the Board of Education in “Adoption of Consent Calendar” at this point of the agenda means that all items appearing in this agenda with asterisks (\*) (which items constitute the “consent calendar”) are adopted by one single motion, unless a member of the Board or the Superintendent requests that such items be removed from the “consent calendar” and voted upon separately.

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

**AGENDA****AUGUST 5, 2021****10. BOARD POLICIES****A. First Reading**

Revised Policy 1422 – Nondiscrimination and Equal Employment Opportunity  
(Administrative Staff)

Revised Policy 1623 – Section 504/ADA Prohibition Against Disability  
Discrimination Based in Employment (Administrative Staff)

Revised Policy 1662 – Anti-Harassment (Administrative Staff)

Revised Policy 2240 – Controversial Issues

Revised Policy 2260 – Nondiscrimination and Access to Equal Educational  
Opportunity

Revised Policy 2260.01 – Section 504/ADA Prohibition Against Discrimination  
Based on Disability

Revised Policy 2413 – Career Advising

Revised Policy 3122 – Nondiscrimination and Equal Employment Opportunity  
(Professional Staff)

Revised Policy 3123 – Section 504/ADA Prohibition Against Disability  
Discrimination Based in Employment (Professional Staff)

Revised Policy 3362 – Anti-Harassment (Professional Staff)

Revised Policy 4122 – Nondiscrimination and Equal Employment Opportunity  
(Classified Staff)

Revised Policy 4123 – Section 504/ADA Prohibition Against Disability  
Discrimination Based in Employment (Classified Staff)

Revised Policy 4362 – Anti-Harassment (Classified Staff)

Revised Policy 5336 – Care of Students with Diabetes

Revised Policy 5460 – Graduation Requirements

Revised Policy 5517 – Anti-Harassment (Students)

Revised Policy 6114 – Cost Principles-Spending Federal Funds

Revised Policy 6144 – Investments

Revised Policy 6146 – Post-Issuance Compliance for Tax-Exempt and Tax-  
Advantaged Obligations

Revised Policy 6220 – Budget Preparation

Revised Policy 6325 – Procurement-Federal Grants/Funds

Revised Policy 6600 – Deposit of Public Funds: Cash Collection Points

Revised Policy 7440.01 – Video Surveillance and Electronic Monitoring

Revised Policy 7450 – Property Inventory

Revised Policy 7455 – Accounting System for Capital Assets

Revised Policy 8500 – Food Services

**11. BOARD OF EDUCATION / OTHER**

**AGENDA****AUGUST 5, 2021****12. EXECUTIVE SESSION**

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

Entered into Executive Session at \_\_\_\_\_ p.m.

Resumed Public Session at \_\_\_\_\_ p.m.

**13. ADJOURNMENT**

Motion:	Second:	Roll Call:	Yes	No
		<i>Michelle Bissell</i>		
		<i>Sherry Buckner-Sallee</i>		
		<i>Richard O. Micko</i>		
		<i>Seth Roberts</i>		
		<i>Laura Wolfe-Housum</i>		

Meeting adjourned at \_\_\_\_\_ p.m.





Ohio School Boards  
Association

TO: Treasurers

FROM: Robert M. Heard Sr., President  
Rick Lewis, Chief Executive Officer

DATE: July 2021

RE: **DELEGATE APPOINTMENT FOR ANNUAL BUSINESS MEETING**

The mission of the Ohio School Boards Association is to lead the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions. We are hopeful that your board of education will lend its voice to establish the future of the association at this year's Annual Business Meeting.

Each board of education is entitled to send one delegate to the Annual Business Meeting of the Ohio School Boards Association on Monday, November 8. It is only through the collective insight and direction of our members that OSBA can speak as a unified voice for 711 school districts.

OSBA asks that your board make the selection of a delegate an agenda item at your next board meeting. We have enclosed credential forms to communicate your board's appointment. In the event that your board elects to delay this decision, please keep the materials until the board takes action.

The appointment process is outlined below:

1. Schedule the appointment of a delegate (and alternate) on the board agenda at the earliest possible time but no later than the August board meeting.
2. The delegate must be a current board member. (Superintendents and treasurers are not eligible.)
3. The delegate may represent only one board. (This applies to JVSD board members.)
4. Upon appointment of a delegate, please complete both copies of the credentials and have them signed by the delegate, alternate and treasurer.
5. Mail or email ([bswartz@ohioschoolboards.org](mailto:bswartz@ohioschoolboards.org)) the *blue copy* to Brendan Swartz at OSBA as soon as possible and keep the yellow copy for your file. If the blue copy is not received by OSBA before September 10, your delegate or alternate and treasurer must appear before the Credentials Committee at the registration desk on November 8.

8050 North High Street  
Suite 100  
Columbus, Ohio 43235-6481

(614) 540-4000

(800) 589-OSBA

(614) 540-4100 (fax)

[www.ohioschoolboards.org](http://www.ohioschoolboards.org)

*OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions.*

6. Delegates must follow the same pre-registration procedure as all other conference attendees, including housing and registration.
7. Your delegate will receive information on printing his/her name badge, the delegate ribbon and any other pertinent information in the pre-registration packet that will be sent to them in October.
8. The delegate book will be emailed to them in October.
9. The delegate ribbon serves as the necessary credential for admission into the Annual Business Meeting. If your delegate loses or forgets his/her delegate ribbon, he/she will need to see the Credentials Committee at the registration desk for a replacement.
10. In the event your delegate cannot serve in November, the delegate should give the delegate ribbon to the alternate. It is not necessary to notify OSBA of this change.
11. The Business Meeting Briefing will be held on Monday, November 8, at 8 a.m. in the Union Station Ballroom. The briefing will provide an overview of the issues being presented at the Annual Business Meeting, along with an orientation session for first time delegates.
12. The Annual Business Meeting will be held on Monday, November 8, at 2:30 p.m. in the Union Station Ballroom at the Greater Columbus Convention Center.

In early October, all board members, superintendents and treasurers will receive an email identified as **Official Business**. It will contain proposed amendments to the platform, constitutional changes and other pertinent information to come before the Delegate Assembly. It will contain the same essential information that will be mailed to delegates prior to the conference. Your board should plan to discuss this business at its October meeting.

If you have any questions about the registration process, the selection of your delegate or the agenda of the Annual Business Meeting, please don't hesitate to call the OSBA offices at (800) 589-6722. We look forward to working with you in November to set the legislative platform of the association for 2022.

Thank you for your assistance with this process and we look forward to seeing you at this year's Capital Conference.

RL:rg


Enclosures


COCA-COLA

AND

STRONGSVILLE CITY SCHOOLS

A FOCUS ON THE FUTURE





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[illegible]

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# PROACTIVE MARKETING SOLUTIONS

**AFTER THE SCHOOL DAY, BUSINESS-BUILDING MARKETING IDEAS ARE A GREAT WAY TO DRIVE SALES AND ENHANCE YOUR GUESTS' EXPERIENCES AT AFTER-SCHOOL EVENTS.**

**Coca-Cola WILL PARTNER WITH YOU TO DESIGN CUSTOMIZED MARKETING PROGRAMS DESIGNED TO IMPACT YOUR BOTTOM LINE.**

*The Coca-Cola Company*  
**COMMITMENT**

**PROACTIVE MARKETING SOLUTIONS**

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## HERE'S WHAT WE'RE DOING TO CREATE A REFRESHING FUTURE OF CHOICE

### SUPPORTING THE BALANCE CALORIES INITIATIVE

Increase awareness of and access to low-calorie and smaller-portion beverages in coordination with industry partners.



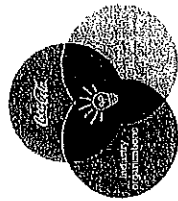
### GIVING STUDENTS CHOICE

Pursue ongoing product and packaging innovation that expands and refines our beverage offerings to help encourage informed choices to students and schools.



### COLLABORATING TO INNOVATE

Advance the industry and the products we deliver by working together with industry organizations, third-party researchers and our own Research & Development, Scientific & Regulatory Affairs, Procurement, and Supply Chain teams — among others.

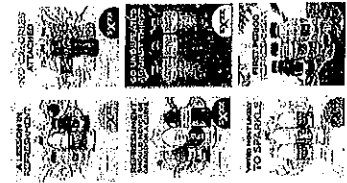


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## MESSAGING AND MERCHANDISING TOOLS

### POINT-OF-SALE MESSAGING

Informs students of available beverages



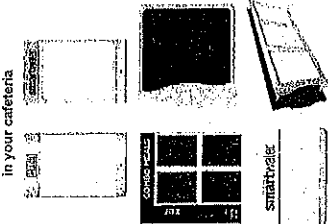
### MEAL BUNDLE MESSAGING

Editable meal bundle templates to streamline the ordering process



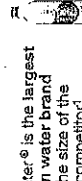
### MERCHANDISING TOOLS

Menu boards and other tools that can be used to advertise specials in your cafeteria



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### smartwater® is the largest premium water brand at 3.2x the size of the nearest competitor¹



Sparkling water category sales is expected to grow 75% through 2020²

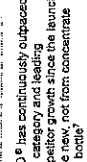
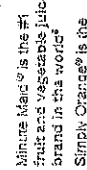
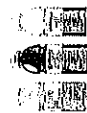


### POWERADE.™

The official sports drink of the NCAA® and the Olympics  
Over 93% brand awareness in the United States²



### vitaminwater® is #1 enhanced water beverage brand with 9 of the top 10 selling SKUs¹



Minute Maid® is the #1 fruit and vegetable juice brand in the world¹  
Simply Orange® is the #1 Chilled Orange Juice brand¹

ZICO® has continuously outpaced both category and leading competitor growth since the launch of the new, not from concentrate PET bottle¹  
Core Power® is consistently preferred over competitive products in blind testing, ranging from 15% to 30% more preferred across the portfolio¹

Zero-calorie options for nearly all regular calorie sparkling brands  
#1 and #2 Cola and Diet Cola in the U.S.⁵

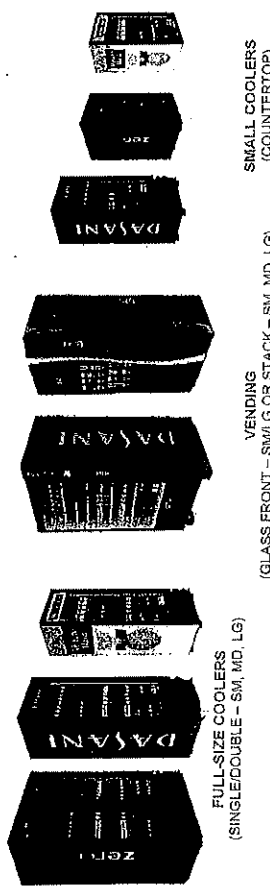
Gold Peak® Tea is viewed as the favorite tea brand 3X more than the closest competitor¹  
Over the past year, Honest® Tea grew faster than the ready-to-drink category in both unit and dollar volume¹

Source: Nielsen Syndicate Data, Latest 52-WK Ending 8/27/16. ¹NSL Study August 2015. ²Market Research, Beverage Water - US, January 2016. ³Packaging Design, Beverage Water - US, January 2016. ⁴Packaging Design, Beverage Water - US, January 2016. ⁵Packaging Design, Beverage Water - US, January 2016.

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## FULL EQUIPMENT PORTFOLIO

We understand you have operational demands that require the most flexible and efficient equipment. Our robust line up provides solutions for any need.




**FULL-SIZE COOLERS**  
(SINGLE/DOUBLE - SM, MD, LG)

**VENDING**  
(GLASS FRONT - SM/LG OR STACK - SM, MD, LG)


**SMALL COOLERS**  
(COUNTERTOP)

Only USDA Compliant brand graphics can be used on equipment that is visible to students during the school day.



# PARTNERSHIP PROPOSAL

## Exclusivity Agreement



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## MYCOKE.COM

We want to make ordering easy for you. Depending on your needs, you can order product through your dedicated account representative or online using [MyCoke.com](http://MyCoke.com)



**What is myCoke?**  
A website for placing routine replenishment orders online. As a Coca-Cola customer, you can use a PC or mobile device at your convenience, with your regular payment method.

### Benefits of myCoke

-  **TRACK HISTORY**  
Ability to see 2 years of prior history (offline & online)
-  **PAYMENT OPTIONS**  
Pay with current method or use cashless payment options\*
-  **ANY DEVICE**  
Order via any internet enabled device, including laptops, tablets, and smartphones
-  **COMMUNICATION**  
Set preferences for order notifications (email, text, and alerts) (opt-in/out for general and marketing)

### Get Started in 3 Easy Steps

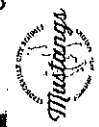
1. Go to [abartamycoke.com](http://abartamycoke.com), click SIGN UP NOW.
2. Look for confirmation email; finalize registration and password.
3. Review recent order history and start your first order

## BOTTLE/CAN PRICING WITH REBATES

Package / Description	Price	Rebate	Dead Net
20 OZ SPARKLING/STILL (24/CS)	\$27.36	\$2.50	\$24.86
20 OZ DASANI (24/CS)	\$17.85	\$2.50	\$15.35
20 OZ POWERADE (24/CS)	\$27.36	\$2.50	\$24.86
20 OZ VITAMIN WATER (12/CS)	\$18.11	\$1.25	\$16.86
10 OZ MINUTE MAID JUICES (24/CS)	\$18.24	-	\$18.24
12 OZ POWERADE (24/CS)	\$18.24	-	\$18.24
12 OZ BODY ARMOR (24/CS)	\$18.54	-	\$18.54
18.5 OZ GOLD PEAK TEA (12/CS)	\$19.93	-	\$19.93
23.7 OZ SMARTWATER (24/CS)	\$33.78	-	\$33.78
16.9 OZ DASANI (24/CS)	\$9.39	-	\$9.39
16.9 OZ HONEST TEA (12/CS)	\$20.48	-	\$20.48
16 OZ AHA (24/CS)	\$12.63	-	\$12.63
10.1 OZ TUMMIE YUMMIES (12/CS)	\$18.72	-	\$18.72
33.8 OZ SMARTWATER (12/CS)	\$9.64	-	\$9.64
16 OZ BODY ARMOR (12/CS)	\$21.59	-	\$21.59
<b>TOTAL</b>	<b>17.50</b>	<b>-</b>	<b>\$17.50</b>

Bottle/Can products will increase 4% annually on Contract Anniversary Date.

Rebates are paid quarterly.



FINANCIAL RECAP -

Year	1	2	3	4	5	Total
Sponsorship	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
100 cases 12 oz cans or 500 ml Dasani Donation	\$600	\$600	\$600	\$600	\$600	\$3,000
Full Service Commissions *	\$6,185	\$6,185	\$6,615	\$6,615	\$6,615	\$32,215
Can/Bottle rebates	\$2,800	\$2,800	\$2,800	\$2,800	\$2,800	\$14,000
Powerade Sideline Kits	\$1,000	-	\$825	-	\$825	\$2,250
Annual Scholarships	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$7,500
Total	\$22,085	\$21,085	\$22,140	\$21,515	\$22,140	\$108,965



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# AS YOUR PARTNER,

ABARTA COCA-COLA  
BEVERAGES IS COMMITTED  
TO HELPING  
YOUR SCHOOL DISTRICT.

THANK YOU FOR YOUR  
CONSIDERATION



The Coca-Cola Company

**EXCLUSIVE BEVERAGE AGREEMENT**

This exclusive beverage agreement (the "**Agreement**") is made by and between **ABARTA Coca-Cola Beverages, LLC** ("**Beverage Provider**"), and **Strongsville City Schools**, having its principal place of business at 18199 Cook Avenue, Strongsville, OH 44136 ("**School District**").

**WITNESSETH:**

WHEREAS, Beverage Provider is dedicated to being responsive to local school needs and to improving the communities in which it does business, including by supporting youth development and education, and School District has requested a variety of beverages for the use of students, faculty and staff; and

WHEREAS, School District is vested with the appropriate authority by the Strongsville City School Board (the "**School Board**") and wishes to grant to Beverage Provider the exclusive beverage availability rights described herein.

NOW, THEREFORE, in consideration of the promises herein contained, the parties hereto agree as follows:

1. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Beverages" means all non-alcoholic beverages (i.e. anything consumed by drinking), whether or not such beverages (i) contain nutritive, food, or dairy ingredients, OR (ii) are in a frozen form. This definition applies without regard to the beverage's labeling or marketing. Powders, syrups, grounds (such as for coffee), herbs (such as for tea), concentrates, K-Cups® pods and all other beverage bases from which Beverages can be made, and brands and products of water purification and beverage making systems (e.g. Brita®, Soda Stream®, Keurig®) are deemed to be included in this definition. For the avoidance of doubt, "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. "Beverage" or "Beverages" shall not include fresh-brewed unbranded coffee and fresh-brewed unbranded tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh at the Facility.

(c) "Campus" means the entire premises of every school and facility owned by School District including all now or after-acquired property, including without limitation, all elementary, middle, high and alternative schools (individually "School" and collectively, "Schools"), athletic facilities and Stadiums, offices, maintenance facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms.

(d) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(e) "Concessionaire" means any third party providing services under contract with School District on Campus or to Team that directly or indirectly relates to the service of Beverages.

(f) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked exclusively by Beverage Provider.

(h) "Stadium" shall mean the Pat Catan Stadium, which is located at 20025 Lunn Road, Strongsville, OH 44136, and all other stadiums within the Campus including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(i) "Team" or "Team(s)" means all interscholastic athletic teams associated with School District.

2. Term.

The term ("Term") of this Agreement shall begin as of August 1, 2021 ("Effective Date"), and shall continue until July 31, 2026 ("Primary Term") or until such time as the School District has purchased a combination of Twenty Thousand Eight Hundred and Sixty-Five (20,865) raw cases/gallons of Products from Beverage Provider ("Volume Commitment Term"), whichever occurs last (the Primary Term together with the Volume Commitment Term, if any, shall be the "Term" of this Agreement).

3. Consideration.

In order to advance the educational mission of the School District, to benefit the School District, its students and educators, to support School District wellness efforts, and in exchange for the rights granted to Beverage Provider hereunder, Beverage Provider agrees to provide the following funding, programs and other support described below. The parties intend that the use of funding will be focused on some or all of the following:

- Academic enrichment and scholarships
- Improvement of technology at the Schools
- Additional or improved educational materials
- School and Campus improvements
- Student extra-curricular activities
- Educator and Student reward and recognition programs
- Physical fitness and nutrition education programs
- Teaching kids to consume a balanced diet and be physically active



(a) Sponsorship Funding. Beverage Provider agrees to pay School District Sponsorship Fees and Scholarship Fees as per the below tables during the Term (collectively the "Sponsorship Funding").

Sponsorship Fee Installment Amount	Agreement Year
\$ 10,000.00	Payable as per section 3(a)
\$ 10,000.00	Year 2
\$ 10,000.00	Year 3
\$ 10,000.00	Year 4
\$ 10,000.00	Year 5

Scholarship Fee Installment Amount	Agreement Year
\$ 1,500.00	Payable as per section 3(a)
\$ 1,500.00	Year 2
\$ 1,500.00	Year 3
\$ 1,500.00	Year 4
\$ 1,500.00	Year 5

The first installment shall be payable within sixty days (60) following the later of (i) the date this Agreement is fully executed, or (ii) the date School District demonstrates to Beverage Provider's satisfaction that its Campus is fully open and operational. Subsequent installment amounts are paid as set forth in the above Sponsorship Fee and Scholarship Fee tables. For purposes of section 3(a) of this Agreement, the Campus is fully open and operational when there are no governmental or other restrictions limiting the ordinary course operations of the School District, including restrictions on student and public physical access to the Campus, hours of operation, or other similar limitations. The Sponsorship Funding shall be deemed earned over the entire Term.

(b) Rebates. Beverage Provider will pay School District a rebate for each raw case of Product purchased from Beverage Provider and paid for by School District for sale on the Campus as follows:

Product Description	Rebate per Raw Case
PET 20OZ/591 ML LS FLAVORS SSD **	\$2.50
PET 20OZ/591 ML LS CORE SSD	\$2.50
VITAMINWATER PET 20OZ/591 ML LS 12CT	\$1.25
POWERADE PET 20OZ/591 ML 8PK ***	\$2.50
DASANI PET 20OZ/591 ML LS (includes Flavors)	\$2.50

\*\* Includes Minute Maid Refreshments and FUZE Refresh products.

\*\*\* Includes all package configurations in the event of a substitution.

The Rebates shall be paid quarterly, in arrears, within sixty (60) days of the end of each applicable three-month period in which the Rebate was earned, and will be based on Beverage Provider's case sales records. Rebates shall not be earned for sales of Products through Beverage Provider's full service vending machines.

(c) Commissions. During the Term, Beverage Provider shall pay the School District commissions on full-service Beverage vending sales based on the following rates and initial vend prices:

Product Description	Initial Vend Price	Commission %
PET 20OZ/591 ML LS TTL SSD	\$1.75	35%
DASANI PET 20OZ/591 ML LS	\$1.75	35%
VITAMINWATER PET 20OZ/591 ML LS 12CT	\$1.75	35%
POWERADE PET 20OZ/591 ML 8PK ***	\$1.75	35%
POWERADE PET 12OZ/355 ML 6PK	\$1.00	35%
BODY ARMOR 16OZ/473ML LS	\$2.00	35%
GOLD PEAK PET 18.5OZ/547 ML LS	\$2.00	35%
PET 20OZ/591 ML LS CORE SSD	\$1.25	35%
DASANI PET 20OZ/591 ML LS (includes Flavors)	\$1.25	35%

\*\* Includes Minute Maid Refreshments and FUZE Refresh products.

\*\*\* Includes all package configurations in the event of a substitution.

Commissions are paid based upon cash collected, after deducting legally imposed taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any.

Vend prices and packages shall be in effect for the current Agreement Year. Vend rates in Agreement Year Three (3) will increase by Twenty-Five Cents (\$0.25). Beverage Provider may adjust the vend prices on an annual basis as necessary to reflect changes in its costs, including cost of goods. Commissions will be paid quarterly in arrears, on or about the 20th following each three-month period with an accounting of all sales and monies.

(d) Other Consideration: Beverage Provider shall provide the following to the School District:

(i) Beverage Provider will make available marketing funds not to exceed the amounts listed below to be used to support mutually agreed upon marketing and promotional activities (including Powerade branded gear, but excluding donated products) ("Marketing Funds"). Any Marketing Funds not applied during the designated Agreement Year will not carry over to future years and will be retained by Beverage Provider.

Powerade Branded Gear Annual Amount	Agreement Year
\$ 1,000.00	Year 1
\$ 0.00	Year 2
\$ 625.00	Year 3
\$ 0.00	Year 4
\$ 625.00	Year 5

(ii) Each Agreement Year, Beverage Provider shall provide School District with up to 100 raw cases of complimentary Products of Beverage Provider's choosing. Such complimentary Products will be provided to School District upon reasonable advance request. School District must request all available complimentary Products during the course of each Agreement Year. If

School District does not request all available complimentary Products by the end of each Agreement Year, then any complimentary Products remaining at the end of each Agreement Year shall be forfeited by School District and retained by Beverage Provider with no further obligation. Beverage Provider shall have no duty to provide complimentary Products during the Volume Commitment Term.

4. Grant of Beverage Availability and Beverage Merchandising Rights. School District hereby grants to Beverage Provider the following exclusive Beverage availability and merchandising rights:

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. School District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus. School District agrees that School District and all other persons serving Beverages on Campus, including without limitation Concessionaires, Teams, and booster clubs, shall purchase all (100%) of their requirements for Products from Beverage Provider. In particular, School District shall cause its administration to do the following:

(i) Offer a selection of Beverage Provider's Products to comply with the following standard Beverage guidelines (the "Guidelines") at the School indicated below:

**Elementary:**

- bottled water, including carbonated (no size limit)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (8 oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (9 fl oz or less)  
No caffeine, except for trace amounts of naturally occurring.

**Middle:**

- same as elementary, except serving sizes for milk and 100% juice/diluted juice increase to 12 ounces
- No caffeine, except for trace amounts of naturally occurring.

**High:**

- plain bottled water, including carbonated (no size limited)
- low-fat unflavored milk and non-fat milk (including flavored) and milk alternatives (12 fl oz or less)
- 100% juice, including diluted with water (with or without carbonation) and no added sweeteners (12 fl oz or less)
- Diet beverages up to 20 fl oz (defined as those that are labeled to contain less than 5 calories per 8 fl oz, or less than or equal to 10 calories per 20 fl oz)
- Mid-calorie beverages that are 40 calories or less per 8 fl oz, capped at 60 calories in a 12 fl oz portion size
- Caffeine Permitted.

Products offered at the School District in compliance with the Guidelines shown above shall be available during the regular and extended school day and at all locations in the School District, except where not permitted by federal or state regulations. The extended school day includes, but is not limited to, activities such as clubs, athletic practices, yearbook, band and choir practice, student government, drama, and childcare/latchkey programs. School District represents and warrants that current federal and state regulations permit the sale of Beverages in School at least in accordance with the above Guidelines;

(ii) Obtain Beverage vending services from Beverage Provider, which shall have the exclusive right to provide Beverage vending on Campus;

(iii) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all School, if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines;

(iv) Permit Beverage Provider to place Beverage vending machines in mutually agreed upon locations as required to meet Beverage availability needs on Campus;

(v) Permit Beverage Provider to place vending machines in all athletic facilities operated by the School District, including any Stadium;

(vi) Cause Products to be hawked in stands in plastic bottles (currently twenty-ounce) at all sporting events and during all events when any items of any make or description are hawked on Campus;

(vii) Offer juice Products, juice-containing Products and other Products in cafeteria lines of all Schools, including without limitation elementary Schools, if such Products meet state, and federal nutrition and procurement regulations and the above Guidelines.

(b) Beverage Merchandising Rights. Beverage Provider shall have the exclusive right to merchandise Beverages on Campus including the following specific rights:

(i) Trademarks for Products shall be prominently listed on the menu boards of all food refreshment outlets on Campus;

5. Signage for Products.

Beverage Provider shall be entitled to mutually agreed upon signage on the Campus.

6. Competitive Products. During the entire Term and any renewal or extension thereof:

(a) No Competitive Products may be sold, dispensed or served anywhere on Campus.

(b) No permanent or temporary advertising, signage or trademark visibility for Competitive Products will be displayed or permitted anywhere on Campus, including locker rooms, sidelines and players benches.

(c) No agreement or relationship will be entered into or maintained by School District pursuant to which Competitive Products are associated in any manner with the Campus, Schools, Stadium, Teams and/or events at the Stadium in any advertising, promotional activity or other endeavor which creates or tends to create the impression of a relationship or connection between Competitive Products and Campus, Schools, Stadium, Teams and/or events at the Stadium.

7. Pricing. During the first Agreement Year, Beverage Provider agrees to offer School District pricing as set forth in the Pricing Exhibit. Such prices shall remain in effect until July 31, 2022. Thereafter, during the remainder of the Term, such prices will be subject in the sole discretion of Beverage Provider to an annual increase of four percent (4%) over the previous Agreement Year's price, except in the event of a substantial increase in a material component of Beverage Provider's cost of goods, manufacture or delivery, in which case Beverage Provider may increase prices to cover such increased costs. Annual price increases shall occur automatically on August 1.

8. Concessionaires. If, during the Term, School District elects to contract with a Concessionaire, School District will cause Concessionaire to purchase from Beverage Provider all requirements for Products, as applicable. Such purchases will be made at prices and on terms set forth in Beverage Provider's existing agreement with such Concessionaire, if any. If no agreement exists between Concessionaire and Beverage Provider, such purchases will be made at prices and on terms set forth in this Agreement. School District acknowledges that there will be no duplication of allowances, funding or benefits (including pricing) to School District or a Concessionaire if such Concessionaire has an existing agreement with Beverage Provider. If such Concessionaire requires Beverage Provider to pay Concessionaire funding or to provide Products pursuant to prices under the separate agreement with Concessionaire, then School District agrees that Beverage Provider may deduct such duplicate funding and lost margin on such lower cost Products paid or sold to Concessionaire from any payment made by Beverage Provider to School District.

9. Equipment and Service

(a) During the Term, Beverage Provider will provide to School District all Beverage dispensing equipment ("**Equipment**") which is reasonably required in Beverage Provider's sole discretion to dispense Products at the Campus. The Equipment shall be used exclusively for Products sold by Beverage Provider. School District represents and warrants that electrical service on Campus is proper and adequate for the installation of Equipment, and School District agrees to indemnify and hold harmless Beverage Provider from any damages arising out of defective electrical services.

(b) School District agrees (i) it will execute documents evidencing Beverage Provider's ownership of the Equipment, (ii) upon request of Beverage Provider, School District will execute Beverage Provider's Equipment Placement Agreement ("BPEPA"), however, if any of the terms of the BPEPA are in conflict with the terms of this Agreement, this Agreement will control, (iii) the Equipment may not be removed from the Campus without Beverage Provider's written consent, (iv) School District will not encumber the Equipment in any manner or permit any attachment thereto except as authorized by Beverage Provider for the Equipment, (v) School District will not attempt to repair or replace any of the Equipment, and (vi) School District will be responsible to Beverage Provider for any loss or damage to the Equipment, reasonable wear and tear excepted.

(c) Beverage Provider will provide School District with reasonable, free service to the Equipment. All equipment service will be provided during normal business hours. Beverage Provider shall not be obligated to provide service hereunder during periods in which it is prevented from doing so due to

strikes, civil disturbances, unavailability of parts or other causes beyond the control of Beverage Provider. Beverage Provider shall not be liable for damages of any kind arising out of delays in rendering service.

10. Remedies for Loss of Rights.

(a) In addition to any other legal or equitable remedy, School District will have the right to terminate this Agreement upon forty-five (45) days prior written notice to Beverage Provider at any time if:

(i) Beverage Provider fails to make any payment due under this Agreement, and if such default continues uncured for the forty-five day period referenced in this Section 10(a); or

(ii) Beverage Provider breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 10(a).

(b) In addition to any other legal or equitable remedy, Beverage Provider will have the right to terminate this Agreement upon forty-five (45) days prior written notice to School District at any time if:

(i) School District breaches any material term or condition of this Agreement, and if such breach continues uncured for the forty-five day period referenced in this Section 10(b); or

(ii) School District's right to convey the promotional and Beverage availability rights contained in this Agreement expire or are revoked; or

(iii) Any material component of the Campus is closed for a period of one hundred twenty (120) days or more.

(c) Upon termination of this Agreement for any reason, except as set forth in Section 10(a), all Sponsorship Funding will immediately cease and School District will refund any prepaid Sponsorship Funding pro-rated to the date of termination or, if earlier, the date of any default hereunder by School District and School District will refund a pro rata portion of the cost of refurbishing and installing the Equipment. In addition, Beverage Provider will be afforded reasonable access to the Campus to remove its Equipment.

(d) If any material component of the Campus is closed for more than thirty (30) consecutive days, but less than one hundred twenty (120) consecutive days, Beverage Provider may extend the Term for a corresponding period, whether or not such closure is due to a cause beyond the reasonable control of School District.

(e) If (i) any of the rights granted to Beverage Provider herein are materially restricted or limited during the Term or (ii) if there is a closing of any material component of the Campus, or (iii) a Team fails to play all of its scheduled home games on Campus for a period of more than thirty (30) consecutive days during its scheduled season, or (iv) the School District's enrollment declines below 4,400, or (v) the standard school year is shortened, or (vi) government or other regulation limits or prohibits the availability of Beverages as outlined in Section 4; (whether or not any event is due to a cause beyond the reasonable control of School District including a strike or other work stoppage), or (vii) Bottler is prevented from selling Products in all package forms including, without limitation, single use plastic bottles or containers,

then in addition to any other remedies available to Beverage Provider, Beverage Provider may elect, at its option, to adjust the Sponsorship Funding to be paid to School District for the then remaining portion of the Term (and School District will pay to Beverage Provider a pro rata refund of any prepaid amounts and a pro rata refund of the costs of refurbishing and installing the Equipment), or to extend the Term of this Agreement, to reflect the diminution of the value of rights granted hereunder to Beverage Provider. In the event Beverage Provider elects to exercise its right to such adjustment and refund, School District may, at its option, within ten (10) days following receipt of notice of any adjustment, notify Beverage Provider of its disagreement with the amount of the adjustment. The parties will then attempt in good faith to resolve the disagreement over such adjustment. If the parties cannot, after good faith negotiations, resolve the matter, Beverage Provider may exercise the right of termination described in Section 10(b) above.

(f) Beverage Provider shall have the right to withhold and not pay further Sponsorship Funding or any other amounts which may become payable to School District pursuant to this Agreement if: (i) School District has failed to perform its obligations hereunder, (ii) Beverage Provider's rights hereunder have been lost, limited or restricted, or (iii) there exists a bona fide dispute between the parties.

11. Notices. Any notices or other communication hereunder shall be in writing, shall be sent via registered or certified mail, and shall be deemed given when received.

If to Beverage Provider:

ABARTA Coca-Cola Beverages, LLC  
200 Alpha Drive  
Pittsburgh, PA 15238  
Attention: Director, On Premise Sales

with a copy to:

Stonecipher Law Firm  
125 1<sup>st</sup> Ave.  
Pittsburgh, PA 15222  
Attention: George T. Snyder, Esquire

If to School District:

Strongsville Board of Education  
Strongsville City Schools  
18199 Cook Avenue  
Strongsville, OH 44136  
Attention: Superintendent

12. Representations, Warranties and Covenants

(a) Representations, Warranties and Covenants of School. School District represents, warrants and covenants to Beverage Provider as follows:

(i) School District Authority. School District has full power and authority to enter into this Agreement and to grant and convey to Beverage Provider the rights set forth herein.

(ii) School District Binding Obligation. All necessary approvals for the execution, delivery and performance of this Agreement by School District have been obtained, and this Agreement has been duly executed and delivered by School District and constitutes the legal and binding obligation of School District enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. School District has not entered into, and during the Term of this Agreement, will not enter into (a) any other agreements (including agreements with any broadcaster or any other Beverage providers of the Campus, Schools, Stadium and/or the Teams) which would prevent it from fully complying with the provisions of this Agreement or (b) any agreement granting Beverage availability and merchandising rights that are inconsistent with the rights granted to Beverage Provider pursuant to this Agreement, including any agreements with Concessionaires or third party food service operators, vending companies, boosters, parents and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food (including agreements with broadcasters or other Beverage Providers of the Campus, Schools, Stadium and/or the Teams). School District further covenants that it will require compliance with the relevant provisions of this Agreement by third party food service operators, vending companies, Concessionaires, boosters, parent and student groups, and/or other entities which sell, distribute or advertise Beverages and/or food on Campus, or which sponsor events on Campus.

(b) Representations and Warranties and Covenants of Beverage Provider. Beverage Provider hereby represents, warrants and covenants as follows:

(i) Authority. Beverage Provider has full power and authority to enter into and perform this Agreement.

(ii) Binding Agreement. All necessary approvals for the execution, delivery and performance of this Agreement by Beverage Provider, have been obtained, and this Agreement has been duly executed and delivered by Beverage Provider, and constitutes the legal and binding obligation of Beverage Provider, enforceable in accordance with its terms.

(iii) No Conflict With Other Agreements. Beverage Provider has not entered into and during the Term of this Agreement, will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

(c) General. Each of the parties hereto agree that the representations, warranties and covenants contained herein shall survive the execution and delivery, and if appropriate the termination, of this Agreement.



13. Assignment. School District may not assign this Agreement without the prior written consent of Beverage Provider. Beverage Provider may assign all or part of its rights and obligations under this Agreement to any licensed bottler of The Coca-Cola Company ("Company"), Company or any of Company's subsidiaries.

14. Claims. In no event will Beverage Provider accept any audits of, or claims of discrepancies or errors in, pricing, rebates, commissions, funding, discounts, or other consideration provided under this Agreement ("Claim" or "Claims") more than one (1) year from the date of invoice or the date of funding or consideration, as applicable. In order to make a Claim within forty-five (45) days of the date of invoice, commission report, check or other applicable documentation, School District shall provide Beverage Provider a detailed, written request specifying the particular price, commission, funding, product, amount in dispute and reason for dispute, along with a copy of the original invoice, commission report, check or other applicable documentation. In order to make a Claim later than forty-five (45) days from the date of invoice (but not more than one (1) year from the date of invoice), School District shall provide to the Beverage Provider a request as specified above, and, in addition, submit copies of any check remittances, and any other relevant documentation showing proof of Claim. Beverage Provider will review each Claim in good faith and provide responses to each properly made Claim. Beverage Provider will work directly with the School District to resolve any Claims or audit issues, but will not interact with third-party auditors or contractors. Any audits requested by School District shall take place during normal business hours and shall be conducted at Beverage Provider's place of business.

15. Modifications. No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto. This Agreement may be amended only in writing signed by each of the parties hereto.

16. Relationship of Parties. The parties are acting herein as independent contractors. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect. Beverage Provider and any person employed by or conducting business with School District shall not be a partner, employee, agent or joint venture of School District. The sole relationship of the parties hereto created by this Agreement is that of licensor and licensee. No goods or equipment shall be purchased in the name of School District by Beverage Provider or any person employed by or conducting business with Beverage Provider nor shall any goods or equipment be purchased by School District in the name of Beverage Provider. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefore.

17. Retention of Rights. School District shall not obtain by this Agreement any right, title or interest in the trademarks of The Coca-Cola Company, nor shall this Agreement give School District the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of The Coca-Cola Company.

18. Governing Law. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. Applicable Law. Each of the parties hereto agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities and

shall obtain all licenses, registrations or other approvals required in order to fully perform its obligations hereunder.

20. Jury Waiver. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE.

21. Captions. The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provisions set forth herein.

22. Savings Clause. If any provision of this Agreement shall be deemed or declared unenforceable, invalid or void, the same shall not impair any of the other provisions contained herein which shall continue to be enforceable in accordance with their respective terms, except that this clause shall not deprive any party of any remedy afforded under this Agreement.

23. Entire Agreement. This Agreement shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, Agreements, promises or statements, either oral or written, by and between any party.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement by facsimile, e-mail or other means of electronic transmission (including pdf) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date last below written.

**ABARTA Coca-Cola Beverages, LLC**

**Strongsville City Schools**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Gary Bosnic

Printed Name: \_\_\_\_\_

Title: Director, Food Service On-Premise

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## PRICING EXHIBIT

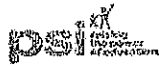
### Initial Pricing Schedule\*

Product Description	Price per Raw Case
PET 20OZ/591 ML LS FLAVORS SSD **	\$27.36
PET 20OZ/591 ML LS CORE SSD	\$27.36
VITAMINWATER PET 20OZ/591 ML LS 12CT	\$18.11
POWERADE PET 20OZ/591 ML 8PK ***	\$27.36
DASANI PET 20OZ/591 ML LS (includes Flavors)	\$17.85
DASANI PET 16.9OZ/500 ML 24PK	\$9.39
HONEST TEA PET 16.9OZ/500 ML LS	\$20.48
DASANI PET 12OZ/355 ML 8PK	\$12.63
AHA ALUM CAN 16OZ/473ML 24CT LS	\$18.72
POWERADE PET 12OZ/355 ML 6PK	\$18.24
MINUTE MAID JUICES PET 10OZ/295 ML LS	\$18.24
TUM-E YUMMIES PET 10.1OZ/300 ML LS	\$9.64
GOLD PEAK PET 18.5OZ/547 ML LS	\$19.93
SMARTWATER PET 1 LITER LS	\$21.59
SMARTWATER PET 23.7OZ/700 ML LS	\$33.78
BODY ARMOR 16OZ/473ML LS	\$17.50
BODY ARMOR 12OZ/355ML 8PK	\$18.54

\*All prices are per raw case and exclusive of taxes, deposits, handling fees and recycling fees.

\*\* Includes Minute Maid Refreshments and FUZE Refresh products.

\*\*\* Includes all package configurations in the event of a substitution.



## SERVICE AGREEMENT

By and Between

**STRONGSVILLE CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.**

**THIS AGREEMENT** for services is entered into this 14th day of July, 2021 by and between the Strongsville City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi," to perform services as specified to schools located within the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

### I. Services

psi agrees to provide the following Services, ("Services") in accordance with requirements of Client in such numbers and subject to such rules and regulations of the specific school of the client ("The School") as are applicable to the satisfactory performance of this Agreement to the benefit of The School for the stated school years, or part thereof.

- |  |  |
|--|--|
| <input type="checkbox"/> Clinic Services Program                         | <input type="checkbox"/> Gifted/Talented Teacher Services                  |
| <input type="checkbox"/> Registered Nurse Services                       | <input type="checkbox"/> Remedial/Title 1 Teacher Services                 |
| <input type="checkbox"/> Licensed Practical Nurse Services               | <input type="checkbox"/> Foreign Language Teacher Services                 |
| <input type="checkbox"/> School Health Assistant Services                | <input type="checkbox"/> TESOL Teacher Services                            |
| <input type="checkbox"/> Special Needs Nursing Program                   | <input type="checkbox"/> School Psychology/ Psychology Services            |
| <input type="checkbox"/> Registered Nurse Services                       | <input type="checkbox"/> Counselor/Social Worker Services                  |
| <input type="checkbox"/> Licensed Practical Nurse Services               | <input type="checkbox"/> Special Education Coordinator/Compliance Services |
| <input type="checkbox"/> Health Screenings Program                       | <input type="checkbox"/> OT/COTA Services                                  |
| <input checked="" type="checkbox"/> Speech/Language Pathologist Services | <input type="checkbox"/> PT/PTA Services                                   |
| <input type="checkbox"/> Intervention Specialist Services                | <input type="checkbox"/> Clerk   |
| <input type="checkbox"/> Educational Aide Services                       |  |

A description of Services to be performed by psi to Client is attached hereto as Attachment B. The parties agree that Services may vary depending upon the Client and the Client's needs and priorities. Client and psi agree that the parties will regularly communicate with each other to determine Services to be provided pursuant to this Agreement. Client agrees to inform psi on a timely basis if Services performed are deemed not be satisfactory by Client and/or if Services so provided by psi need to be revised. psi will provide to Client a cost and service proposal for any revisions to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for as set forth in this Agreement.

**II. Initial Term.** In accordance with this contract, psi will provide Services to Client for a one (1) year term starting in the 2021-2022 school year, continuing through the conclusion of the 2021-2022 school year.

### III. Compensation:

In consideration of the Services and/or provisions as set forth and as incorporated into this Agreement, Client shall cause to be paid to psi no more than the following Yearly Fees, except as may be provided for pursuant to the terms of this Agreement. The schedule of all fees are specifically described in Attachment A which has been incorporated herein. Any additional fees as provided for in this Agreement will be assessed for additional Services or changes for Services as set forth in this Agreement.

YEAR ONE \$7,706.16

**IV. Payments for Services Rendered.** Client hereby agrees to pay to psi within thirty (30) days of receipt of psi's monthly invoices the specified value of actual Services rendered in the monthly billing cycle, with the total payment not to exceed the amount contracted for herein, except as agreed upon by Client and psi to pursuant to the terms of this Agreement.

**V. Changes and Additional Services.** psi shall provide the Additional Services and Additional Optional Services as noted in the Exhibits attached hereto and at the rates noted therein upon written request signed by Client. Client

also agrees to pay psi, in addition to the above-stipulated charges, the hourly rates indicated in Attachment A, for those additional and supplemental Services requested by Client and provided by psi. Also, any changes to the Agreement that are required or requested by Client to psi, shall be provided in writing and include the stipulated charges and/or hourly rates. Any Additional Services, Additional Optional Services and changes shall be included in the appropriate monthly invoice and subject to payment as set forth above.

**VI. Reporting.** psi agrees to provide Client with reports and/or documentation as needed and determined by Client to be necessary to complete local, state, and/or federal reports.

**VII. Compliance with Law.** psi further agrees to employ personnel to service designated schools under the terms of this Agreement and agrees to fully abide by all Federal and State laws applicable to employment and/or assignment of such personnel including taking any appropriate action to insure that personnel so employed by psi fully comply with the provisions of the Affordable Health Care Act. Non-licensed personnel will be appropriately supervised. Only persons with satisfactory criminal background checks will be employed. psi further abides by all federal and state laws pertaining to employment obligations such as participation in Worker's Compensation, Unemployment Insurance and other appropriate entitlements.

**VIII. Coverage Schedule.** psi shall establish a schedule satisfactory to Client setting forth, among other things, the dates, times and locations that personnel will be assigned to perform the Services. psi shall provide to Client, upon request, a copy of the schedule and any updates to the schedule, and psi shall make such changes to the schedule as reasonably requested by Client.

**IX. Dismissal of Employees.** psi shall dismiss from performing Services to Client any person employed by psi who Client reasonably determines to be incompetent, guilty of misconduct, dangerous to the safety of the students of Client, or detrimental to the operations of Client. Client shall provide written notice to psi of all facts and issues pertaining to said request for dismissals and shall cooperate fully with psi in regard to any investigation relating to said dismissal request.

**X. Office Space and Supplies.** Client shall provide suitable, appropriate office space that is quiet and private for use of the psi staff assigned to the school/s. This also includes storage space for supplies and equipment. Client will also provide appropriate supplies and equipment that are customary and standard for the Services provided, where so agreed. Examples of these include, but are not limited to: office supplies and equipment, medical supplies and equipment (if health services are provided), and required testing materials for use by psi and to enable psi to provide the Services that they are contracted to perform. Client will be billed for all supplies and equipment, purchased at Client request, to include but not be limited to test equipment, protocols, health supplies, clinic equipment, etc. The testing protocols will be billed as replenishing is needed. Client agrees to provide adequate security at the school office site and to include any personnel provided by psi to Client through this Agreement in any security training that personnel of Client are required to take. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

**XI. Student Records.** All student records shall be the sole and exclusive property of Client, subject to any access and copying rights as permitted by law. psi will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as necessary to perform the Services and for other lawful purposes. Client will retain all records and other materials for the time periods required by applicable law and generally accepted practices. Client and psi shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

**XII. Cooperation.** In the event that either party becomes aware of any alleged incident which may include injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other party written notice of the incident in a timely manner of the known circumstances surrounding the incident including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses. Each party further agrees to fully cooperate with the other party in regard to any investigations and follow through in regard to said incident.

**XIII. Agreement not to Hire.** Client hereby agrees that Client shall not, during the term of this Agreement and for a period of twenty-four (24) months following the termination or expiration of this Agreement, employ, solicit, or make an offer of employment or enter into any employment agreement with any person who has been a psi employee who at any time during the term of this Agreement provided, supervised, directed or was involved in any manner in the provision of Services under this Agreement. Client further agrees not to hire any psi employee nor any contractors,

or subcontractors providing Services under this Agreement, without the express written permission of the President of psi. This provision shall apply to any employee, independent contractor, any independent contractor or employee who is involved with an agency providing Services under this Agreement or is a related entity or is involved in any type of agreement to provide Services to the Client as an employee or subcontractor of psi.

**XIV. Insurance.** Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

**XV. Termination.** psi shall have the right at its own discretion, to terminate this Agreement in the event that Client fails to make any payment when due under this Agreement and said payment remains unpaid for a period of five (5) days after written notice to Client from psi. Furthermore, psi shall have the right to terminate this Agreement in the event Client is determined by psi to have engaged in any illegal, unethical or unprofessional behavior or actions that psi deems to be detrimental to its continued performance of Services under this Agreement. psi also reserves the right to terminate this Agreement in the event that Client materially breaches the terms of this Agreement and said breach is not cured within thirty (30) days of notice from psi. Furthermore, psi reserves the right to terminate this Agreement in the event of any filings pertaining to the insolvency of Client including bankruptcy, receivership, or State take-over.

**XV(a).** In the event that Client seeks to terminate this Agreement based upon an allegation of material breach of this Agreement by psi, Client shall be obligated to do the following:

1. Client shall provide written notice to psi specifically setting forth the facts and reasons utilized by Client to claim a material breach by psi.
2. psi shall have thirty (30) days after receipt of notice from Client to work with Client to improve the situation to a reasonably satisfactory level that addresses the areas of concern set forth in the written notice provided by Client to psi.
3. If psi cannot improve the matters cited in the written notice to a reasonably satisfactory level as agreed upon by the parties within said thirty (30) day period, Client shall have the right to terminate the contract.

**XVI. Confidentiality.** By virtue of this Agreement, Client shall have access to information that is Confidential and Proprietary to psi, including (without limitation) business and financial records, billing information, contracts, vendor/supplier information, customer lists and demographic information, policies, and procedures. Confidential, Proprietary Information includes manuals, and strategic planning information which may be in various forms and media, and which may be or may come into existence at any time this Agreement is in effect. Such Confidential, Proprietary Information belongs solely to psi and Client shall have no ownership in, or control over it. Client shall maintain the confidentiality of all Confidential and Proprietary Information, and shall not disclose it to third parties unless required to do so by law. Nor shall Client use any Confidential and Proprietary Information for its own benefit to the competitive detriment or embarrassment of psi. This requirement is perpetual and survives the termination of this Agreement.

**XVII. Notice.** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to psi as follows:

psi  
Steven L. Rosenberg, Ph.D.  
President  
2112 Case Parkway South #10  
Twinsburg, Ohio 44087-0468

**XVIII. Assignment.** The Agreement may not be assigned by either party without the written consent of the other.

**XIX. Waiver.** A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.

**XX. Severability.** If any term or provision of the Agreement or the application thereof to any person or circumstance

shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XXI. Amendments to Agreement.** All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

**XXII. Findings for Recovery.** psi warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Provider has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

**XXIII. Captions.** Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

**XXIV. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

**XXV. Entire Agreement.** This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

**XXVI. Purchase Order.** Receipt of Purchase Order from Client constitutes agreement with the terms and conditions of this Agreement, herein.

**XXVII. Governing Law.** This Agreement will be interpreted, construed, and governed according to the laws of the State of Ohio.

Strongsville City Schools  
Designee

psi Designee

Steven L. Rosenberg, President

Print Name and Title

Print Name and Title

Witness

Witness

Date

Date

7-14-2021

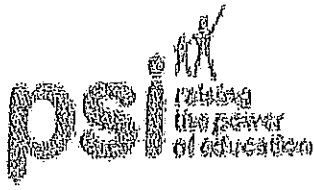
ATTACHMENT A

The schools and services to be served by psi for the 2021-2022 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
Ss. Joseph and John Interparochial	VIB Speech	3.5		36	126		\$7,706.16
<b>Total</b>							<b>\$7,706.16</b>

Additional Services to be billed at hourly charge, approved by a District or School Designee.





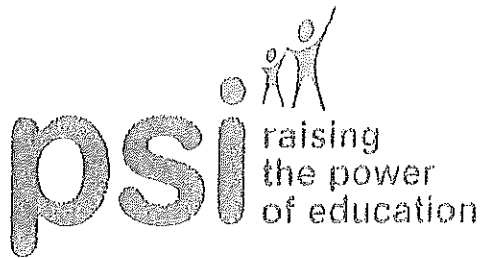
## PSI Affiliates, Inc./PSI Associates, Inc.

### Attachment B

### Speech/Language Position

The goal of the Speech/Language Pathology Program is to provide educational instruction via direct services (in-person and/or virtual) to school-age children by certified, professional clinicians. Specific duties may vary depending upon the assigned school and are identified in consultation with school personnel. Among the responsibilities of a Speech/Language Pathologist include the following:

- 1) Ensure that all procedures are in compliance with state, federal, and local requirements regarding the evaluation, placement, and education of students with speech/language needs.
- 2) Establish a productive, educational connection with students, and a professional relationship with school officials and designated school facilitator/e-Helper (if instructing via virtual model). Establish and maintain a professional relationship with students' parents/guardians.
- 3) Conduct appropriate individual evaluations of the communicative status of students referred for suspected speech/language disabilities. Contribute appropriate paperwork for the Evaluation Team Report.
- 4) Conduct screening activities for students according to timetables established by school and/or PSI policy.
- 5) Develop and implement Individual Education Plans, Service Plans and/or Intervention Programs for students.
- 6) Cooperatively schedule students identified for speech/language services according to minutes indicated on the students' IEPs, ISPs, and/or Intervention Plans. If providing services through the virtual model, the SLP will work cooperatively with the designated school facilitator/e-Helper to establish a speech/language schedule that accommodates student and school routines.
- 7) Conduct individual and/or small group therapeutic activities for students identified as needing Speech/Language services.
- 8) Maintain an appropriate workload/caseload ratio for quality service delivery.
- 9) Consult and collaborate with building principal, teachers, and school staff members regarding appropriate educational practices for students.
- 10) Identify individual goals and objectives for each student served. Develop curriculum-based, lesson plans that are age, grade and skill appropriate.
- 11) Maintain accurate, complete, and up-to-date files for each student served. Such files should contain student therapy logs, evaluation reports, IEPs/ISPs/Intervention Plans (if applicable), progress reports, and records of correspondence regarding the student.
- 12) Participate as a member of the multidisciplinary team in evaluation and decision-making activities for any student referred for a suspected disability, where assessment of communicative status is required.
- 13) Make referrals to and communicate with qualified school professionals as appropriate.
- 14) Provide school administrators, teachers and parents with periodic progress reports and documentation for students served when needed.
- 15) Provide administrators with periodic reports of activities and caseload status through verbal and written communication, as appropriate.
- 16) Develop and provide home assignments for remedial/enrichment activities for homework practice and/or during vacation breaks, as needed.
- 17) Ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI and the Ohio Board of Speech Language Pathology & Audiology.
- 18) Adhere to federal, state and local law and regulations related to the delivery of speech/language services.
- 19) Adhere to confidentiality standards in the provision of speech/language services for all students.



educational services  
school health programs  
training/education

## Attachment C Leave Days

Eligible\* employees may qualify for a maximum of two (2) leave days authorized for professional development, and a maximum of five (5) days authorized for illness, personal reasons, and emergency school closings during the school year. Such days are verified on monthly time sheets submitted to Client. Schools will not be charged for lost days beyond the maximum.

\*Eligible employees may include those staff in the psi Educational Support Services Department such as: Speech/Language Pathologist, Intervention Specialist, Gifted/Talented Teacher, Tutor/Remedial Teacher, Psychologist, Counselor and Special Education Services.

## BPI INFORMATION SYSTEMS MBS MANAGED BACKUP SERVICE SCHEDULE

This MBS Managed Backup Service Schedule (this "**Schedule**") is entered into as of the Schedule Effective Date set forth below, by and between BPI Information Systems ("BPI") and Strongsville City Schools ("Customer"). This Schedule is subject to the terms of the Master Services Agreement between BPI and Customer dated 10/1/2013 (the "**Agreement**"). Capitalized terms used in this Schedule and not otherwise defined have the meaning given to them in the Agreement.

### 1. Contact Information

<b>Site Location(s):</b>	18199 Cook Rd Strongsville, OH 44136		
<b>Primary Customer Contact:</b>	James Hamelic	<b>Secondary Customer Contact:</b>	
<b>Emergency Phone #:</b>	440.572.7033	<b>Emergency Phone #:</b>	

### 2. Key dates and PO

Schedule Effective Date	Commencement Date (To Be Determined*)	P.O. Number
07/1/2021		

\*The Commencement Date is defined as the date when BPI's managed backup appliance ("MBS Appliance") is delivered to Customer.

### 3. Backup Information and Fees

MBS License # of Servers	Current Backup Storage Is (GB)	MBS License Storage up to (GB)	MBS Monthly Price
16	3582	5448	\$2,065.00

### 4. Term of Schedule

Service under this Schedule shall begin on the Commencement Date set forth above, with the first month of Service pro-rated until month end and, continue for three (3) years after the first partial month of Service. Optional one year ☐ and two year ☐ agreements are available if selected.

### 5. Price Worksheet and Payment Terms.

- (a) The MBS Price Worksheet, attached hereto as Exhibit A, contains additional detail regarding the servers backed up under this Schedule and the calculation of the monthly fee set forth above.
- (b) At the Schedule Effective Date, BPI will invoice and collect payment for the first month of Service (pro-rated as necessary) and all one-time fees associated with this Schedule. This payment must be received before any Service under this Schedule can be scheduled or delivered.
- (c) Either party may request from time to time a "true-up" adjustment to the number of servers and amount of data covered by this Schedule. However, in no event will the true-up numbers (servers and data amount) be less than listed on this Schedule at the time of signing. Any price changes from the true-up will begin on the start of the next month.

### 6. Data Planning

Enter estimated increases in data storage in each year of this Schedule:

(a) 15 (%) Increase in year 1

(b) 15 (%) Increase in year 2

(c) 15 (%) Increase in year 3

5448 (GB) total storage based on 3 year estimate

## 7. Service

- (a) **Overview.** The MBS Service is designed to backup data on the servers identified in Exhibit A. Additional servers/drives may be added by agreement of the parties. Customer is responsible to notify BPI of any additional servers/drives that it wishes to add to this Schedule. The total MBS solution is monitored and managed by BPI's Network Operations Center. The integrity of backups are checked as they occur and tested for recovery on a scheduled basis.
- (b) **Setup.** Customer agrees to complete a space calculation prior to implementation of the MBS Service. Once completed, BPI will at an agreed date and time install and configure the MBS Appliance that acts as a local storage device. Backup agents will be loaded onto applicable server(s). It may take up to 30 days to deliver the MBS Appliance and perform the first backup.
- (c) **Scope of Service**

BPI's Managed Backup Services hours of operation are 24x7, with installation, customer support and maintenance during Regular Business Hours. Services include required onsite and remote support; management and maintenance of the MBS Appliance, requested day-to-day data restoration of files, and restoration of servers (in the event of a server failure).

Additional fees are charged to implement a recovery if a site disaster occurs in which servers and MBS appliance are lost. A replacement MBS Appliance will be expedited to a location of Customer's choice and loaded with the most current backup information from a rotational drive or vault (only if offsite vaulting option has been selected by Customer).

BPI shall conduct phone/onsite data planning reviews (DPR) with Customer on a semi-annual basis.

BPI will identify MBS resource requirements including bandwidth (vaulting) and network infrastructure etc. for additional data, servers and storage units. Recommendations from BPI shall be reviewed in a timely basis by Customer with serious consideration given to recommended actions and purchases. Non-compliance of BPI recommendations may adversely affect MBS Services included under this Schedule.

- (d) **Recovery Objective.** Within 2 business hours of Customer's request, BPI will attempt to resolve on the first call back the access, backup or retrieval problems noted by Customer. BPI can restore a file or file folder, as needed.
- (e) **Security.** Customer Data is encrypted for its transit over the internet to the off-site center if Vaulting option is selected by Customer. Files are then stored at the off-site center, in encrypted form, in high security facilities. In addition, the MBS software communicates with remote servers using SSL (Secure Socket Layers) technology, which also includes encryption. BPI reserves the right to enhance and modify its security techniques and encryption measures from time to time in a manner consistent with industry standards.
- (f) **Backup Frequency.** On-site backup frequency may be adjusted on a device-by-device basis. Off-site backups are usually performed daily, depending on file sizes and internet bandwidth available.
- (g) **Smart Data Transport.** BPI will configure data transmission to minimize bandwidth consumption and impact on day-to-day activities.
- (h) **Local MBS Appliance Retention Periods.** Data retention is dependent upon several variables, including data size and growth. BPI will consult with Customer to meet any regulatory data retention requirements, which may require additional fees.
- (i) **Cloud to Cloud Option.** This option ensures that Office 365, Google Apps are backed up, restorable and protected in the cloud.
- (j) **Vaulting Option.** The Vaulting Option provides failback recovery of data protected in the cloud.
- (k) **Vaulting & Virtualization Option.** If selected by Customer, the Vaulting and Virtualizing Option provides up to 30 days of emergency business continuity by virtualizing failed servers (site disaster) in the cloud.

## 8. Additional MBS Service Terms

- (a) Customer will provide to BPI with information detailing the specific software, data, directories and/or folders which are to be backed up by Customer's data backup systems. Customer agrees and understands that without such details on file, BPI cannot be held responsible for failure to back up a specific partition, drive, directory or file.
- (b) BPI's backup verification service is strictly a methodology used in an attempt to minimize the possibility of having a failing backup subsystem that goes un-noticed. BPI cannot guarantee the functioning of backup software and systems provided by third parties, and Customer agrees that BPI will not be responsible for any losses due to the failure of any backup subsystem, including the backup hardware and/or software, whether the problem was detected by backup verification or not.
- (c) All Customer backup data stored on the MBS Appliance and/or at any off-site datacenter(s) remains the sole property of Customer.

**9. Disaster Planning**

A formal disaster recovery or business continuation plan is NOT covered under this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, provide the ability to recover from certain disasters, it should in no way be considered a formal disaster recovery or business continuity plan. If Customer requires a disaster recovery or business continuity plan, including testing of the plan, BPI can assist Customer with the development of such a plan at an additional fee.

**10. Termination Obligations**

- (a) In the event that this Schedule is terminated, BPI will reasonably assist Customer in the orderly termination of Services. All services to transfer Customer's data per Customer's instructions will be billable and Customer agrees to pay BPI for these services in accordance with the Agreement.
- (b) Upon termination, Customer shall return the local MBS Appliance and all underlying software per the terms of the Agreement. Customer shall certify to BPI in writing within five (5) business days of termination that no proprietary software related to the MBS Service is being used or retained on any computer or storage device.

**11. Managed Services Customer Requirements.** Customer will at its own cost:

- (a) Maintain sufficient bandwidth and a high-speed Internet connection at the Customer site(s) to support the Services. If this is not maintained, BPI will not be obligated to provide the Services and/or may increase fees for the Services to reflect the higher cost of supporting Customer.
- (b) Unless specifically agreed herein, maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.
- (c) Notify BPI immediately of any issues needing Service.
- (d) Notify BPI upon the removal of a covered device from the network so the BPI's remote management and monitoring systems can be updated.
- (e) Provide necessary supplies when deemed necessary, including but not limited to printer consumables, backup tape media, and tape drive cleaning supplies.
- (f) Maintain Customer site conditions within the environmental range of all Customer system devices and media as specified by the manufacturer.
- (g) Include (except to the extent that Customer wishes to discuss certain aspects of BPI services without BPI present) its BPI account representative in Customer's material IT planning and IT decision making meetings in order to facilitate continuity of Services.
- (h) Be responsible for designating one or more authorized contacts for screening end-user service requests and to determine level of service needed and assignment of requests to BPI.
- (i) Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by BPI. Users shall also leave any remote agents active and running at all times unless otherwise instructed by BPI. Users may log off at the end of their work shift.

**12. Exclusions.** BPI is not obligated to provide any MBS-related services except as expressly set forth in this Schedule. Without limiting the foregoing, the following items, fees, and/or services are excluded from the MBS Service:

- (a) Local data residing on Customer's desktops and/or laptops/notebooks are not backed up under this Schedule.
- (b) E-mail archiving services.
- (c) Servers, in BPI's opinion, that cannot be properly backed up due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. BPI will use commercially reasonable efforts to provide thirty (30) days' notice to Customer of any issues under this clause.
- (d) Services related to any relocation of servers unless specifically listed in this Schedule.
- (e) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by BPI in support of the Service).
- (f) Relocation of hardware.

**13. Assumptions/Limitations**

- (a) Customer will supply UPS-conditioned power and appropriate space/environment at its location for the on-site MBS Appliance. Customer must also provide required network connections and static IP addresses.
- (b) MBS Service is limited to restoring a server to its last state or Customer-selected prior state if available. Customer understands that it is possible for the server to contain corrupted data and that corruption will be backed up to the MBS

Appliance, in which case one or more and possible all datasets backed up by the MBS Appliance could be corrupted and unusable.

- (c) BPI will provide monitoring as part of the MBS Service in an attempt to minimize down-time and increase awareness to potential troubles with the MBS Service appliance or its functionality. However, monitoring software and systems are not 100% reliable, and BPI will not be responsible for any losses due to MBS Service failing to report a problem, failure of the automated notification system, any other failure of systems and processes related to such monitoring.

**EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.**

***BPI Information Systems***

Customer: Strongsville City Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# BPI MBS Price Worksheet

## Customer Information

Name: Strongsville City Schools

Address: 18199 Cook Road

City/St/Zip: Strongsville, OH 44136

Contact: Jim Hamelic

MBS Sizing Current Backup Storage:

GB

3582

3 YR Projected Backup Storage (based on 15%/yr growth)

5448

## Monthly Services

	Mo. Fee	Quantity	Units	Total
Server & Storage Bundle (1st server & up to 125GB Storage)	\$ 250.00	1	Location:	\$ 250

## Additional Servers & Storage

Servers - additional	\$ 35.00	15	Servers	\$ 525
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Storage - additional 125gb Increments	\$ 30.00	43	125GB	\$ 1,290
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## OPTION Cloud Services

Vaulting (1st 125GB)	\$ 75.00		Bundle	\$ -
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Vaulting - additional 125gb Increments	\$ 5.00		125GB	\$ -
--	---------	--	-------	------

Vaulting to another Customer MBS Location	\$ 100.00		Bundle	\$ -
---	-----------	--	--------	------

Vaulting & Virtualization (1st 125GB)	\$ 100.00		Bundle	\$ -
---------------------------------------	-----------	--	--------	------

Vaulting & Virtualization - additional 125gb Increments	\$ 5.00		125GB	\$ -
---	---------	--	-------	------

## OPTION Additional Services

Daily Rotational Drives/Dock (3 drives provided)	\$ 25.00		Bundle	\$ -
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Cloud to Cloud	\$ 3.50		Users	\$ -
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## OPTION Exchange Mailboxes

50 Mailbox Bundle	\$ 15.00		Bundle	\$ -
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Total Monthly Fee				\$ 2,065
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## Summary

	Fee	Quantity	Units	Total
Setup/Installation Fee	\$ 500.00	1	Location	\$ -

2 Year MBS Agreement Premium Fee				\$ -
----------------------------------	--	--	--	------

1 Year MBS Agreement Premium Fee				\$ -
----------------------------------	--	--	--	------

Total MBS Monthly Fee				\$ 2,065
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