



AN AGREEMENT BETWEEN
LAKE COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

-AND-

BRECKSVILLE-BROADVIEW HTS CITY BOARD OF
EDUCATION
FOR THE PROVISION OF NAVIANCE CONSORTIUM

This agreement is entered in to this _____ day of _____ 2018 by and between the Lake County Educational Service Center (LCESC) located at 8221 Auburn Rd, Concord, Ohio 44077 and Brecksville-Broadview Hts City (District) located at 6638 Mill Rd, Brecksville, Ohio 44141 pursuant to Ohio Revised Code 3313.17.

LCESC has entered into an agreement to provide the software, professional development/product training and user assistance at quantity pricing to the District according to the terms below.

I. District Responsibilities:

The District is responsible for all entry and maintenance of its data. LCESC will not have access to any District specific information contained within the system and shall have no liability for errors and/or omissions made by the District.

II. Agreement Terms:

The term of this agreement shall begin on March 1, 2018 and remain in effect until February 28, 2022.

III. Payment Terms:

A. Terms: The District will be billed annually and will pay LCESC according to the terms on the invoice.

B. Fees:

1. Software: The annual cost is determined by the middle school and/or high school and the products selected by the District.



2. Professional development/product training: The annual cost per participant is determined by the required product training for the year divided by number of total participants multiplied by the number of District participants. The number of participants the District elects to send in year one will reserve that number of seats for training for years 2 - 4 and the District will be billed that minimum number annually. Should the District elect to send additional participants, beyond the minimum, for training an additional fee will be assessed.
3. Annually, an addendum will be submitted for years 2 – 4 for District signature verifying any software and training changes with associated fees for the subsequent year.

IV. General Provisions

- A. Assignment: This agreement shall be binding on the parties and their respective successors.
- B. Entirety: The provision contained in this agreement set for the entire understanding and agreement between the parties and supersede all prior agreements with respect to the subject matter hereof.
- C. Governing Law: This agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio.
- D. Modification: The agreement may not be modified or amended.
- E. In the event that any provision of this Contract is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.



IN WITNESS THEREOF, the parties hereto have set their hands.

**BRECKSVILLE-BROADVIEW HTS CITY
BOARD OF EDUCATION**

By: _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

* This Agreement has no legal effect absent Board action

**LAKE COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD**

By: _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. _____ (District)
Board Resolution No. _____ (Lake County ESC)



R.C. 5705.41 and R.C. 5705.412 Certificate

This agreement and certificate represents a cost-savings to the District by entering into this multi-year consortium agreement for the purchase of software; the terms will allow the district to reduce the deficit it is currently facing in future years as demonstrated in its five-year forecast adopted in accordance with section 5705.391 of the Revised Code. We certify that the Board has in effect for the remainder of the fiscal year and all succeeding fiscal years of this multi-year agreement the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date



NAVIANCE CONSORTIUM
Addendum A

Year One fees = \$18,824.53

Effective = March 1, 2018

Year One (March 1, 2018 – February 28, 2019) will be invoiced April 1, 2018 unless marked below

☐ Year One (March 1, 2018 – February 28, 2019 will be invoice July 1, 2018.

WITNESS THEREOF, the parties hereto have set their hands.

BRECKSVILLE-BROADVIEW HTS CITY
BOARD OF EDUCATION

By: _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
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Attachments: Board Resolution No. _____ (District)
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