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www.broward.edu

BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: April 28, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom #1208, Bldg. 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, FL

Subject: Agenda Item VII - K - Student Fee for MeasureUp Software Access

Brief Description:

This agenda item is a request for an approval for a student fee of US \$40.00 to access the Measure-Up online evaluation software. This would allow BC technology students a 180 day online access per student per software tool prior to sitting for the actual industry certification test.

Benefit to BC:

This partnership includes elements of BC's mission as it supports achievement and success and the accessibility to a diverse community of learners. The partnership is aligned with the educational master plan.

Relationship to College Master Plan:

- Goal 4: Position BC to be the vehicle of choice for training Broward County workforce.
- Goal 5: Increase entrepreneurial actions across the college by seeking new revenue sources.
- Goal 7: Re-examine the format and delivery option for all courses.
- Goal 8: Make Strategic choices about instructional programming and resources.

Board Agenda Approved: _____

Agenda Item VII-K

Date: _____

Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

To: President

Date: March 24, 2009

From: Dr. Barbara J. Bryan

Subj: Agreement between Broward College and MeasureUP Company

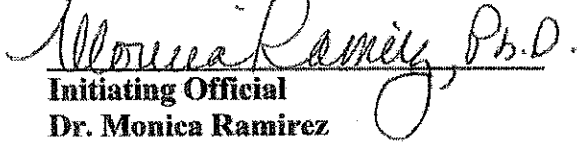
Issue: Subsequent to our existing agreement with MeasureUP Inc., which will provide students of the Engineering/Computer Science Department at Broward College with online evaluation and practice softwares to improve their skills and success rate at industry certification prior to sitting for specific certification examinations (such as A+, Network+, Cisco, and Security+), we are now seeking a fee approval to charge respective students US \$40.00 per student per evaluation tool (practice software) for a 180 day online access. Outside of this agreement students would pay at least twice this much for a 90 day online access. This fee was inadvertently left off the original approval for the partnership establishment.

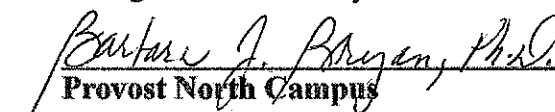
Background/Analysis: BC Engineering/Computer Science students will benefit from this partnership as they will practice using the appropriate on-line evaluation software prior to sitting for the examination(s). Successful examinees are competitive in the work force and have an increased earning potential. Certifications such as these, will lead to better job classifications, such as network engineers, system administrators, and data base administrators with salaries in the range of \$58,000 - \$75,000.

Fiscal Impact: N/A

Educational Master Plan: This initiative meets the following EMP criteria:

Goal 4: Position BC to be the vehicle of choice for training Broward County's workforce.


Initiating Official
Dr. Monica Ramirez
Academic dean


Provost North Campus
Dr. Barbara J. Bryan

Staff Position:

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | |
|---|---|
| <input type="checkbox"/> Providing high quality educational programs | <input type="checkbox"/> Providing high quality services |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> Commitment to lifelong learning |
| <input type="checkbox"/> Commitment to academic excellence | <input type="checkbox"/> Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

Minority Firm: Yes ___ No ___ N/A ___

Broward Firm: Yes ___ No ___ N/A ___

Partner Agreement

This Partner Agreement ("Agreement") is entered into and made effective as of December 7th 2007 ("Effective Date") by and between MeasureUp with offices at 11660 Alpharetta Highway Suite 490, Roswell GA 30086 and Broward College ("Partner"), a corporation with offices located at _____

- 1. Terms, Fees**

Partner agrees to participate in the MeasureUp Partner ("Program") through which Partner may order MeasureUp Products on a month to month or longer basis during a term commencing on January 14th, 2008, and terminating as provided for in this Agreement ("Term") for a fee per Product set forth in the MeasureUp Pricing Options Schedule ("schedule") attached to and hereby made a part of this Agreement ("Fee").
- 2. Test Titles**

Partner will receive access to MeasureUp Practice Test Titles ("Products") in an online delivery method. Partner will be responsible for payment for all Products ordered on its account.
- 3. Payment Terms**

Partner agrees to pay all invoices within 30 days of the date of the invoice by either: (i) Partner's check; (ii) via automatic debit of Partner's credit card; or (iii) electronic funds transfer by Partner to MeasureUp. If Partner fails to pay within such 30 days, MeasureUp will have the immediate right to terminate this Agreement.
- 4. Termination**

Either party may terminate this Agreement for any reason by giving the other at least 30 days prior written notice.
- 5. Warranty Disclaimer**

Anything provided by MeasureUp under this Agreement is furnished "AS IS" without warranty and without any support by MeasureUp. NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY MEASUREUP FOR THE SUBJECT OF THIS AGREEMENT, AND ALL SUCH WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. Limitation of Liability**

In no event will MeasureUp be liable to Partner, or anyone claiming through Partner, for any damages in the aggregate in excess of the Fee(s) received by MeasureUp from Partner during the preceding six months. MeasureUp shall have no liability under this Agreement for any special, incidental or consequential direct or indirect damages, even if MeasureUp has knowledge of the possibility of the potential loss or damage.
- 7. MeasureUp Software License**

Partner understands and agrees that it is required to further agree to the terms and conditions of a MeasureUp Software License Agreement which will appear on the MeasureUp Website at the time Partner opens its account to obtain the MeasureUp Products.
- 8. General**

AGENDA ITEM

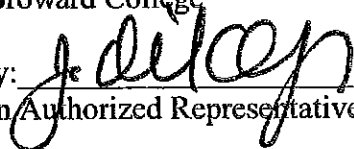
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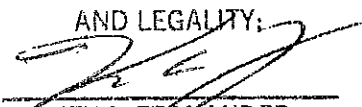
ENCLOSURE

All notices and demands hereunder shall be in writing, sent to the attention of the Controller if to MeasureUp or General Manager/Owner if to Partner, and served by personal service or by mail at the address of the receiving party first set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). Neither party may assign any of its rights or obligations hereunder without the express written consent of the other party, which consent may not be unreasonably withheld; provided, however, (i) either party may assign any and all of its rights and interests hereunder to one or more of its affiliates; and (ii) either party may assign any and all of its rights, interests and obligations hereunder in connection with a merger, consolidation, sale of substantially all of the assets, or sale of a part of the business, of such party. This Agreement shall be construed in accordance with the substantive laws of the State of FLORIDA without giving effect to its choice of law rules. MeasureUp and Partner consent to the jurisdiction and venue of the state and federal courts of Broward County, FL. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision herein, the prevailing party shall be entitled to recover its costs including reasonable attorneys' fees. No modification of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party. This Agreement constitutes the complete and entire agreement of the parties and supersedes all prior and contemporaneous agreements and communications, oral or written, relating to the subject hereof. No representations or statements of either party that are not expressly stated here in shall be binding on such party. No failure or delay in exercising any right under this Agreement shall operate as a waiver of such right or any other right. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. If any provision of this Agreement is held to be invalid or unenforceable by any court or governmental authority of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable, and the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective on the Effective Date.

"Broward College"
By: 
An Authorized Representative.
Print Name: J. DAVID ARMSTRONG, JR
Title: President
Date: 10/30/08

MeasureUp
By: _____
An Authorized Representative.
Print Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

KEVIN FERNANDER
COLLEGE ATTORNEY

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