



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to issue a standard agreement (purchase order) with Method Test Prep, Inc. dba Method Learning for Methodize Online College and Career Readiness Platform for the subscription for the Workforce Education Department. Fiscal Impact: \$7,500.00**

**Presenter(s):** Steven Tinsley, Vice President, Workforce Education and Strategic Partnerships

**What is the purpose of this contract and why is it needed?** The purpose of this contract is to offer our TRIO students ACT/SAT prep, College, Career readiness modules, financial literacy (which a state requirement), academic success strategies, pre-algebra, algebra 1 & 2, and geometry for an entire year. Having access to this online subscription will provide students to pass/prepare for high school graduation and have access to more scholarships opportunities, such as the Bright Future scholarships. When we offer these type services, 54% of our students enroll at Broward College.

**What procurement process or bid waiver was used and why?** The procurement process for Category One (\$0.00 - \$10,000) per College Procedure A6Hx2-6.34 was used, where there are no formal or informal competitive requirements for goods and services acquired by the College at this dollar threshold. Additionally, one quote was obtained, identifying the best value for the required commodity or service. No bid waiver was used.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Yes.

**What fund, cost center and line item(s) were used?** FD200, CC0287, 64500:Other Services.

**Has Broward College used this vendor before for these products or services?** Yes, purchased with a PO.

**Was the product or service acceptable in the past?** Yes.

**Was there a return on investment anticipated when entering this contract?** Yes, we anticipate that there will be a return on investment as it helps our program participants with test preparation to improve their scores, meet certain high school graduation requirements, or secure college admission. The majority of our students are first-generation and low-income students, and increased scores provide greater access to scholarship opportunities and assist with securing post-secondary education enrollment.

**Was that return on investment not met, met, or exceeded and how?** We believe the return on investment is met by providing our first-generation, low-income students with free ACT/SAT prep to increase their scores and confidence.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Yes, we believe this directly aligns with the Social Enterprise plan because it will provide first-generation, low-income students who reside in the 31 targeted zip codes in Broward County with access to a free ACT/SAT prep program. We believe this program is cost-effective at \$50 per student, whereas several ACT/SAT prep programs can run much higher. For example, Kaplan offers an ACT online program for \$99, and Princeton offers an SAT online

program for \$299. Furthermore, besides the ACT/SAT prep program, students have access to two additional modules on academic success and financial literacy.

These efforts ensure that our high school students have direct support and resources to overcome academic and financial barriers to graduating from high school and enrolling in Broward College or post-secondary education.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: \$7,500.00 Worktags CC0287, FD200, BU308, PG000369, GR001082

08/20/24      **CC0287 · Technical Education**      **(\$7,500.00)**


















APPROVAL PATH: 12391 Method Test Prep, Inc. dba Method Learning - Software Platform

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Steven Tinsley	VP, Workforce Education		 Completed	
2	Alina Gonzalez	Review		 Completed	
3	Raj Mettai	Review		 Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
5	Orlando Aponte	Procurement Approval		 Completed	
6	Christine Sims	Budget Departmental Review		 Completed	
7	Rabia Azhar	CFD Review		 Completed	
8	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
9	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Completed	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
11	Board Clerk	Agenda Preparation		 Pending	
12	District Board of Trustees	Meeting	12/10/24 11:00 AM	 Pending	



# Broward College - Method Learning Renewal 2024/25

## TRIO Talent Search REACH Program

111 E Las Olas BVLD  
Fort Lauderdale, FL 33301  
United States

## Martha Villegas Miranda

mvillega@broward.edu  
954-201-4420

Reference: 20240709-124118973

Quote created: July 9, 2024

Quote expires: November 21, 2025

Quote created by: Kyle Henriksen  
"Director Of Business Development"  
kyle@methodlearning.com

### Comments from Kyle Henriksen

Please select form of payment (please check one) : Purchase Order ACH  
Credit Card (\*fee) Check Wire Transfer

## Products & Services

Item & Description	Quantity	Unit Price	Total
<p>Methodize Online College and Career Readiness Platform</p> <p>Access to Method Learning's online platform</p> <p>Courses include: SAT, ACT, Financial Literacy, College and Career Advising, Academic Success, Pre Algebra, Algebra 1, Algebra 2, Geometry</p> <p>BOUNUS: SAT and ACT Video Library</p> <p>Cost covers licenses for 100 students in the 2024/25 school year. Accounts can be activated until 8/31/2025. Once active all students have access until graduation.</p> <p>Unlimited support, teacher accounts, training</p>	150	\$50.00	\$7,500.00

One-time subtotal

\$7,500.00

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**Total**

**\$7,500.00**

### Purchase terms

Thank you for your business - we appreciate it very much and look forward to working with you.

- If paying by Purchase Order, please forward a copy to [accounting@methodlearning.com](mailto:accounting@methodlearning.com)
- If paying by check, please email a copy of the check or stub to [accounting@methodlearning.com](mailto:accounting@methodlearning.com) prior to mailing
- If paying by ACH (no fee) sign quote and click "Check Out" at any time to enter bank info securely
- If paying with credit card, please contact us. A 3% transaction fee will be added to the quote total and you can checkout directly through the quote after signing.
- If paying by wire transfer, please contact [accounting@methodlearning.com](mailto:accounting@methodlearning.com) for instructions.

Please sign and submit this quote along with proof of payment at your earliest convenience.

~~The services and products specified in this order form are provided under the Method Learning Terms and Conditions located at <https://www.methodlearning.com/terms-service/>~~

### Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Martha Villegas Miranda**

[mvillega@broward.edu](mailto:mvillega@broward.edu)

[ sig|req|signer1 ]

### Questions? Contact me



Kyle Henriksen

"Director Of Business Development"

[kyle@methodlearning.com](mailto:kyle@methodlearning.com)

Method Learning, Inc.

15 Blacksmith Lane

E. Northport, NY 11731

United States

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

**3. Taxes.** BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

**4. Travel Expenses.** If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

**5. No Automatic Renewals or Extensions.** Provisions resulting in the automatic renewal or extension of the term of the Agreement shall be of no force and effect and are hereby deleted. To renew or extend the term of the Agreement, the parties shall enter into an amendment.

**6. Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

**7. Vendor Intellectual Property Indemnification.** Vendor shall indemnify, defend, and hold harmless BC and its officers, directors, board of trustees, agents, assigns, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, for any claim or lawsuit brought alleging infringement of any intellectual property right arising out of the rights granted by Vendor to BC under the Agreement. This section shall not be subject to any limitations of liability provisions in the Agreement. This paragraph shall survive the expiration or early termination of the Agreement.

**8. Announcements and Press Statements.** No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its \_\_\_\_\_ or that position's designee, and in the case of the other party, permission must be granted by its \_\_\_\_\_ or that position's designee.

**9. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

**10. Use of BC Information Not Allowed.** Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

**11. BC Rights in Information.** BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC

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SUPPLEMENTAL ADDENDUM - SOFTWARE**

may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

**12. Termination for Convenience.** BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

**13. Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

**14. State of Florida Public Entity Contracting Prohibitions.** Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

**15. BC's Sovereign Immunity.** Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes

**16. Governing Law and Other Legal Matters.** The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the

Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

**17. Confidentiality Obligations.** Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Florida the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). In the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

**18. Vendor's Confidential Information / Public Records Law.** BC is subject to the public records

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SUPPLEMENTAL ADDENDUM - SOFTWARE**

laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by BC to perform the service.
- (b) Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- (d) Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC’s custodian of public records, in a format that is compatible with the information technology systems of the BC
- (e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF

CHAPTER 119, FLORIDA STATUTES, TO VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

**19. Miscellaneous.** Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor’s employees; and (iii) attorneys’ or collection-fees provisions.

**By signing below, Vendor’s authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.**

**VENDOR:** Click or tap here to enter text.

By: Method Learning  
Name: Kyle Henriksen  
Title: Director  
Date: 7/30/2024