

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of June 24, 2008**

**ITEM # 41**

**ITEM TITLE:** *(Please define the subject; e.g., change order – Berkeley City College)*

Request for Authorization to Enter into a One Year Contract for ETUDES-NG Hosting, System Administration and Support Services for 2008-2009 for the purpose of continuing and expanding online, hybrid and web enhanced courses throughout the District.

**SPECIFIC BOARD ACTION REQUESTED:**

Authorization to Enter into a an Agreement with the ETUDES Consortium Project, Foothill College, Foothill-DeAnza Community College District for 2008-09, with the resulting authorization to pay the ETUDES Consortium invoice in the amount of \$52,300.

**ITEM SUMMARY:** *(PLEASE DISCUSS THIS ITEM)*

Through the ETUDES Consortium, Foothill College provides hosting, backup services, system administration, account and site management, faculty support, and routine term roster importation for all four PCCD colleges. ETUDES supports up to 900 user accounts for Laney, Merritt and Berkeley City Colleges (\$15,300), up to 3,000 user accounts for College of Alameda (\$17,000), includes discounted Consortium Membership Fees for the four campuses (\$20,000).

**BACKGROUND/ANALYSIS:**

The ETUDES Consortium is a community that supports development of open source (OS) tools for its platform, ETUDES-NG and the Sakai OS software. The ETUDES Project provides centralized hosting, administration of sites and account management, training and professional staff development, and user support to its members. The project is housed and managed from Foothill College. The ETUDES Consortium has received generous funding support for new software development and project management from the System Office of the California Community Colleges Chancellor's Office. PCCD is a founding member of the ETUDES Consortium, and has been using both ETUDES Classic and ETUDES-NG since January, 2003 for delivery of online, hybrid and web-enhanced traditional courses.

**ALTERNATIVES/OPTIONS:**

For 2009-2010, Peralta CCD, through a shared governance process, has decided to move to Moodle as our new open source Course Management System, which will require more capital outlay in design, hosting, support, and student information system (SIS) integration. Thus, this is the last year that Peralta intends to use ETUDES.

**EVALUATION AND RECOMMENDED ACTION:**

It is recommended that Board Authorization be given for Peralta to enter into a one-year contract with the ETUDES Consortium for 2008-2009 for the purpose of continuing to develop and provide quality educational services including online, hybrid and traditional modalities, in a year of transition to Moodle, in the sum of \$52,300.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

The funding for the invoice due to the ETUDES Consortium would come from the General Fund, as do all costs of instruction. As with any courses, the FTES is generated based on student enrollment in online, hybrid and traditional courses.

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):**

YES \_\_\_\_\_ X \_\_\_\_\_ NO \_\_\_\_\_

**COMMENTS:**

Information Technology will be impacted only in so far as it is currently involved in enabling communication with the servers located at Foothill College for data transfer and supplying reports to the District Online Education Coordinator.

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?**

GARY YEE, VICE CHANCELLOR OF EDUCATIONAL SERVICES

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES \_\_\_ NO X IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.)

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: Pat Jameson  
Pat Jameson, Exce. Assistant, Office of Ed. Svcs.

Date: 6/6/08

DOCUMENT PRESENTED BY:

Prepared by: Gary Yee  
Gary Yee, Ed.D., Vice Chancellor of Ed. Svcs.

Date: 6/6/08

FINANCE DEPARTMENT REVIEW

\_\_\_ Finance review required X Finance review *not* required

If Finance review is required, determination is: \_\_\_ Approved \_\_\_ Not Approved

If not approved, please give reason: The money is already budgeted and in place for this purpose.

Signature: Thomas Smith Date: 6-17-08  
Thomas Smith, Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

\_\_\_ Legal review required X Legal review *not* required

If Legal review is required, determination is: \_\_\_ Approved \_\_\_ Not Approved

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

X Approved, and Place on Agenda \_\_\_ Not Approved, but Place on Agenda

Signature: Elihu Harris Date: 6/15/08  
Elihu Harris, Chancellor



**STATEMENT OF WORK**

Statement of Work for Year: Services for period starting July 1, 2008 – June 30, 2009

Client:

Provider:

**ETUDES**  
**Foothill College**  
**12345 El Monte Road**  
**Los Altos Hills, CA 94022**

**SECTION I: Project Background**

**1. TERM OF STATEMENT OF WORK**

The renewable term associated with the annual hosting, system administration, site and account management, and support costs is **7/1/08 – 6/30/09** (fiscal year for services to be provided to Client).

ETUDES will automatically renew the annual term in the month prior to the end of the term and will provide uninterrupted services - unless the Client institution indicates a change in writing 30 days prior to this date.

**2. OBJECTIVE**

*Include a brief sentence description on the objective and general scope of the services to be provided*

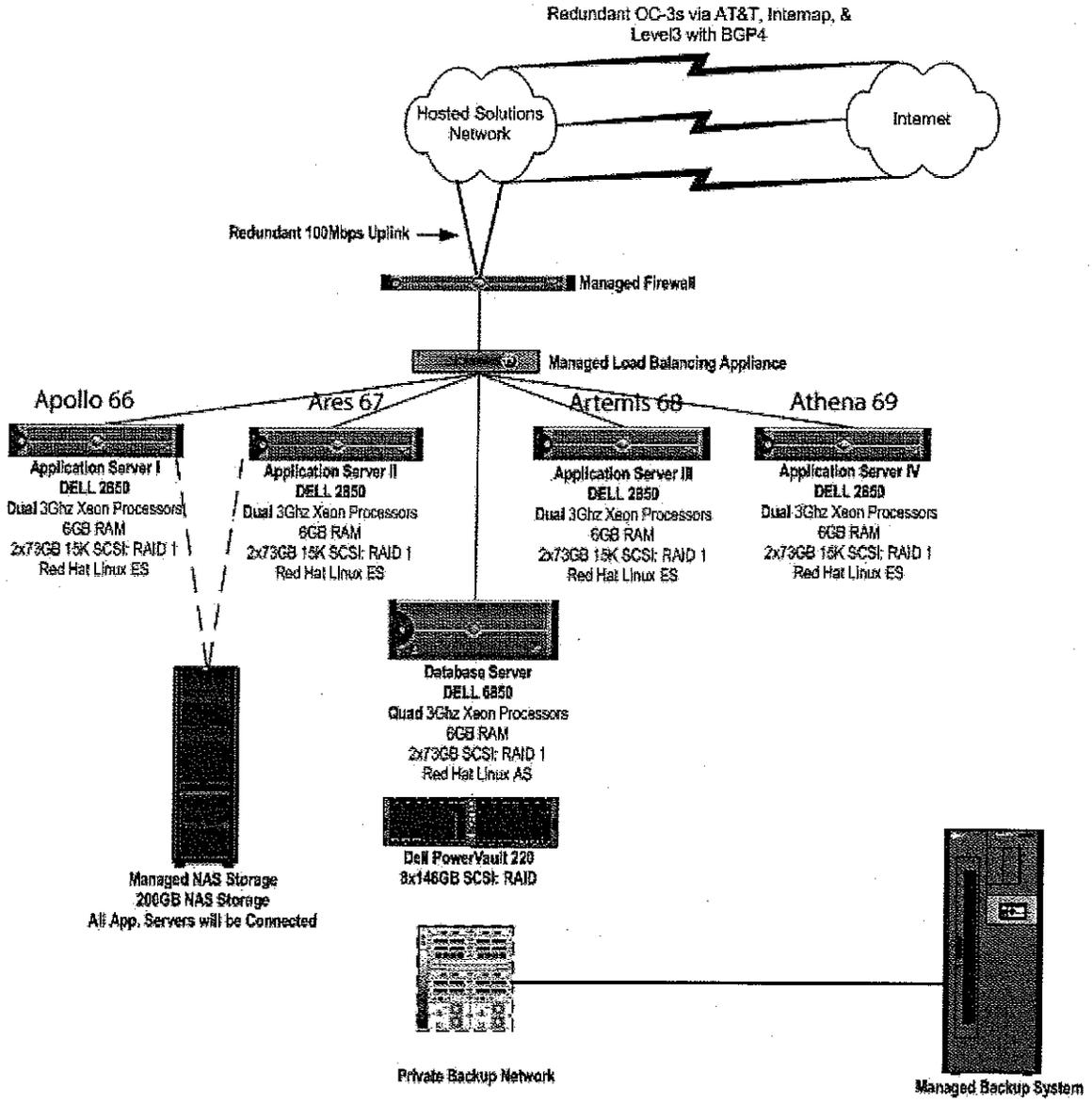
This Statement of Work includes hosting, support, and system administration services. Specifically, ETUDES will provide hosting, backup services, system administration, live and development site installations, account management, faculty support, and routine term roster importation for Client. Further, ETUDES will offer adequate training sessions. Training is at additional cost (not part of this SOW).

**3. CLIENT INSTITUTION COORDINATORS (NAME, PHONE, EMAIL)**

Member Primary Contact	<i>Name</i>	Gary Yee, Vice Chancellor-Ed.Svc.
	<i>Email address</i>	<a href="mailto:gyee@peralta.edu">gyee@peralta.edu</a>
	<i>Telephone number</i>	(510) 466-7300
Distance Learning Member Contact	<i>Name</i>	Patricia "Trish" Nelson, Faculty
	<i>Email address</i>	<a href="mailto:pnelson@peralta.edu">pnelson@peralta.edu</a>
	<i>Telephone number</i>	(510) 332-4323
IT Lead for SIS Integration	<i>Name</i>	Jo Levy, Sr. Software Analyst
	<i>Email address</i>	<a href="mailto:jlevy@peralta.edu">jlevy@peralta.edu</a>
	<i>Telephone number</i>	(510) 587-7863

# ETUDES

## 4. DETAILED DESCRIPTION OF SERVICES AND DELIVERABLES



(Diagram of ETUDES production/hosting environment and infrastructure)

# ETUDES

## Hosting

ETUDES will work with its preferred hosting providers to provide a fully hosted and managed solution of the ETUDES application. The hosting solution will include all hardware, software (with the exception of the ETUDES application and its components), networking connectivity and back-ups.

A detailed description of the included items are listed below:

*Note: Specifications may be expanded at any time, based on growth of accounts and enrollments.*

- Managed Firewall/VPN
- (4) Application Servers (Dell Power Edge 2850's)
- (1) Database Server (Dell Power Edge 6850)
- Storage Array
- Managed Load Balancing Device
- Dashboard Enhanced Monitoring
- 200 GB NAS Storage
- 300GB Bandwidth transfer (Burstable up to 100Mbps)
- Private Back up Network (6 Daily incremental backups/ 1 Full Back up weekly)
- Managed Backup System

As part of the dedicated hosting, ETUDES will ensure that the hosting provider will have on-site spares for servers; therefore, in the event of a hardware failure on the database server, ETUDES will ensure that the provider will replace any failed hardware components, or the entire system. ETUDES will ensure that any downtime to the database due to a hardware failure is limited – with no additional costs to the Client.

## Additional features

- Uptime: 99.999%
- Monitoring: 27/7/365
- Hardware: Included
- Operating Systems: Included
- Setup: Included (excluding ETUDES – detailed below)
- Load Balancing: Included

## Production

ETUDES staff will deploy, upgrade, maintain the ETUDES application and database servers. Deployments, server maintenance, and upgrades will be scheduled during off hours, typically early in the morning. Major version upgrades will be scheduled during term breaks with advance notice to members.

## Administrative Access

ETUDES staff has full administrative access to all servers except the firewall and the load balancer (These are "managed services" that are managed by the hosting provider, data center staff)

## Monitoring

All monitoring parameters are completely viewable via a web browser. ETUDES staff, System and Database Administrator, has access to monitor the following to ensure optimal system performance.

- Bandwidth Traffic
- Hardware Resources
  - CPU
  - Drive Space
  - RAM Utilization
- Applications via various ports, etc.



### Backup Restoration

In the event of a disaster and backup restoration, the hosting service agreement includes (at no additional cost to Client institution), a restore of the entire database from the previous day's full backups.

### Support

ETUDES staff has full access to live network engineers 24/7 to respond to crises related to performance, bugs, database load issues, data corruption, or equipment failure. Support does not suffer regardless of what time of the day or day of the week. Staff is available around the clock, notified by monitoring devices, and can take care of any issue. Issues will be addressed immediately depending on their priority. Network Operations staff of the Data Center can be reached by ETUDES staff via the following access points:

- Online ticketing system via Dashboard
- Support Email
- Phone

### Detailed Hardware Specifications

*Note: Specifications may be expanded at any time, based on growth of accounts and enrollments.*

#### Dell PowerEdge 2850

- Dual Xeon 3Ghz Processors w/ 2MB Cache
- 6GB RAM
- 2x73GB 15K SCSI Drives: RAID I
- PERC4-EI RAID Card
- Redundant Power Supply
- Red Hat Linux ES

#### Dell PowerEdge 6850

- Quad Xeon 3.16Ghz Processors w/ 1MB Cache
- 8GB RAM
- 2x73GB 15K SCSI Drives: RAID I
- PERC4-DC RAID Card
- Redundant Power Supply
- Red Hat Linux AS

#### Dell PowerVault 220s

- 8x146GB SCSI Drives: RAID 5

#### Managed NAS Storage

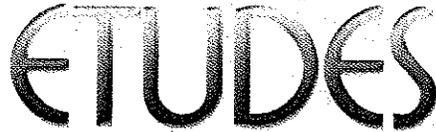
- Netapp FAS 940 NAS Storage
- 200GB of NAS Storage

#### Managed Firewall

- Dell PowerEdge Server
- Open BSD Firewall
- VPN Connectivity
- 50 Policy Changes Per Month
- Advanced Packet Filtering
- Includes Management and Monitoring

#### Managed Load Balancing Device

- F5 BIG-IP LTM 1500



- 2GB RAM
- 100 Transactions Per Second
- Does Not Include SSL Transactions
- Includes Software Subscription & Support
- SSL support and increased transactions per second can be purchased

#### Bakbone Netvault Data Center Preferred Plan

- (2) Client License
- Up to 40GB Backed Up
- 1 Full Backup Weekly
- 6 Daily Incremental Backups
- Additional \$10/GB charge over 60GB
- Cold backups only-Hot backup of Database not included

#### Dashboard Monitoring

- Access to Dashboard Web Portal
- Network Bandwidth Log Access
- Trouble Ticket Web Access
- Log file monitoring
- Process monitoring
- System health monitoring
- Port Monitored every 2 minutes

#### 210 GB Bandwidth Transfer

- 210GB Transfer (Burstable to 100Mbps)
- 100Mbps Ethernet Connection to the Internet
- Access to Multiple GigE IP Connections
- Additional Bandwidth (overage): \$3/GB

### 5. RESOURCES TO BE PROVIDED BY CLIENT INSTITUTION

*Client shall provide and make available to Contractor, on a loan basis only, the following materials, documentation and equipment:*

The Client shall cooperate with ETUDES staff by making available necessary resources (IT and support staff) and data (roster batch files, site requests, etc.), so that ETUDES staff may perform its obligations under this Statement of Work. The Client shall dedicate one or more points-of-contact.

The Client shall cooperate with ETUDES by making sure that its users participate in the *required training* prior to gaining access to hosting and support services. Accounts from individuals with no verified completion of training will be removed from the system, course and project sites, and user support forums.

The Client shall provide resources and support to its users to supplement what is provided by ETUDES to ensure quality instruction is offered through the ETUDES community.

The Client understands that student help desk services are not provided by ETUDES. However, ETUDES will provide guidance and will assist Client in troubleshooting and resolving complex user login and account issues. Additionally, ETUDES will provide updated tutorials and Help information for all users.

The Client is solely responsible for: appropriateness and quality of content published in sites by their faculty, students, and staff; ADA / Section 508 and copyright law compliance of the materials uploaded by its users; quality of instructional programs, suitability of methods of instruction and collaboration, and related matters.

# ETUDES

## 6. USER LIMITATIONS

Client shall only permit Authorized Users to utilize ETUDES (the "Software") or to view materials residing on the course or project sites installed on the servers. Client also agrees that each Authorized User of the Software shall have a unique account and that no users shall share the same account.

Additional terms of use of accounts and sites include the following:

- a. "Guest" accounts (where a user's email address is added and assigned the role of "guest" or 'student') may be provided for limited use to view a course from a student perspective, as well as for 'visitors,' such as lecturers, visiting professors, and colleagues, and for supervisors.
- b. "Guest" accounts with 'guest' or 'student' role should not be established for students. Only registered students, as per Registrar's data, shall receive Authorized User accounts and be permitted to sites. Accounts must be established through standard roster upload processes.
- c. For "guest" accounts, ETUDES allows for up to four (4) guests or visitors per course site.
- d. Under no circumstances should DEV sites be used for teaching. No guest or user accounts should be loaded into DEV sites. Only four (4) guests are permitted in a DEV site. Failure to comply with these terms of this SOW will result in the immediate removal of the accounts from the system. Further violations by the same individuals will result in termination of their accounts and sites.
- e. The limitation of four (4) guest or visitor accounts per site does not apply to project sites.

**NOTE:** Guest accounts shall be included in the total enrollments counted for service levels.

## 7. ETUDES CODE OF CONDUCT POLICY

The evaluation, control, and management of the quality and methods of instruction, appropriateness and presentation of content, academic dishonesty, and compliance with acceptable code of conduct within courses and project sites is the sole responsibility of the Client and fall under their policies. Sanctions and consequences for infractions shall be addressed by instructors and institutions under their local policies.

However, ETUDES expects users' conduct in online course and project sites to conform to acceptable standards as described here. Unacceptable behavior includes, but is not limited to the following:

- a. use of threatening, harassing, sexually explicit language or discriminatory language or conduct that violates state and federal law on sexual harassment or discrimination;
- b. unauthorized posting or transmitting sexually explicit images or other content that is deemed by ETUDES, the software provider, or any administrator, supervisor or instructor of a course published utilizing ETUDES or other online tools to be offensive;
- c. conduct that constitutes fraudulent behavior as enumerated in state and federal statutes;
- d. disruptive behavior on-line;
- e. spamming site participants with posts and private messages unrelated to coursework.
- f. unauthorized access to another user's private My Workspace, account, or sites.
- g. any action that shows disrespect for individual and privacy rights of other site participants.

All users are subject to the same consequences for violations of the ETUDES Code of Conduct policy.

First-time violators of appropriate conduct will receive a warning letter and may be suspended from access to the system or their sites. Subsequent incidents will be reported to their institution's administration for appropriate action, as per local policies and procedures. Depending on the severity of the offense, ETUDES reserves the right to block users from the system or remove their accounts, temporarily or permanently.



**8. ETUDES LEAD STAFF**

List the Key Person(s) who will perform the Service (or the specific sub-tasks set forth in this Work Statement).

Executive Director	Name	Vivie Sinou
	Email address	<a href="mailto:SinouVivie@foothill.edu">SinouVivie@foothill.edu</a>
	Telephone number	650.949.7109
Lead Production Engineer	Name	Murthy Tanniru
	Email address	<a href="mailto:TanniruMurthy@foothill.edu">TanniruMurthy@foothill.edu</a>
	Telephone number	650.949.7078
System/Database Administrator	Name	Kyong Kim
	Email address	<a href="mailto:KimKyong@foothill.edu">KimKyong@foothill.edu</a>
	Telephone number	650.949.7091

**9. WARRANTY AND SUPPORT**

Specify any warranties or warranty period required. Include the kind of support required during and after the warranty period.

As ETUDES is based on the Sakai platform and other open source tools and client-licensed add-ons that are evolving, ETUDES does not warrant superior performance of the application. Every effort will be made to ensure that the software is production-quality and operates at a high standard of performance.

ETUDES staff will respond to user support inquiries within 24 hours, including weekends and holidays. Users must post support tickets in the Users Group. In case of unreachable servers, Client may contact directly the Executive Director, Vivie Sinou, at [Sinou@foothill.edu](mailto:Sinou@foothill.edu) or 650.949.7109 (office) or 650.280.7085 (cell).

**10. ASSUMPTIONS**

- 1) ETUDES may sub-contract the hosting portions of this contract to a member if its preferred hosting list, and will not notify the client if a shift has been made. ETUDES is currently contracting managed hosting with a robust data center commercial facility, Optimized Learning, Inc.
- 2) ETUDES guarantees that a shift to a new hosting provider will be **transparent** to client.
- 3) ETUDES guarantees to provide advanced notice to users for major system upgrades.
- 4) ETUDES shall provide twenty-five (25) practice sites and one (1) lead trainer site to each Client, free of charge, for its local training needs. Additional project sites must be purchased (\$4K / year, unlimited)
- 5) Costs for attending local or online training are additional. Training services are not part of this SOW.
- 6) Modest *annual* increases of 10% in costs of services are expected to support the operation.



## SECTION II: Expenses & Payments

### 11. REIMBURSABLE EXPENSES

No travel expenses are currently anticipated with this SOW. If they become necessary, all reasonable and necessary travel and living expenses incurred by ETUDES employees, contractors and agents in connection with performance of the ETUDES' obligations hereunder shall be payable by the Client upon receipt of ETUDES' invoice containing such expenses, such as visits for training at local campuses.

ETUDES agrees to coach air travel, lodging at mutually agreed upon facilities, and compact car rental, if available. ETUDES will only travel at the written request of the Client and travel arrangements will be pre-approved by the Client.

### 12. INVOICING

An invoice will be sent to Client institution for the services outlined in this SOW. The invoice shall list the hosting and sys admin costs as quoted to the Client for the fiscal year, and based on the number of accounts served by ETUDES (estimated on the highest enrollment term). Duplicated head count is included in the total number of enrollments served by ETUDES, as well as 'guest' accounts of Client.

Payment is due and payable sixty (60) days after receipt of any invoice issued by ETUDES and no later than the first day of the new fiscal / academic year in which the services listed this SOW shall begin. In the event that the Client questions the amounts charged on any invoice, it must communicate those questions to ETUDES within five (5) business days of the Client's receipt of such invoice.

If payment is not received by the start of services for the year, July 1, late notices will be issued to Client and a 20% late penalty will be applied 25 days after the start of the academic year (July 25). Failure to receive payment within sixty days of start of academic year, a termination notice will be issued with a final 30 day notice, after which Client's membership and access to hosting and services will be terminated.

### 13. TERMINATION OF STATEMENT OF WORK

#### 1. Automatic Termination

This SOW shall terminate automatically on the occurrence of any of the following events:

- bankruptcy or insolvency of either party
- sale of ETUDES business
- death of key ETUDES staff

#### 2. Termination by Client

Should ETUDES fail to meet its obligations to provide the agreed services as per this SOW, the client may terminate this SOW upon thirty (30) days written notice. Financial obligations to ETUDES will be settled on a pro-rated basis with any excess prepayment returned to Client. Member. Services purchased will be terminated immediately.

#### 3. Termination by ETUDES for Failure to Make Agreed-Upon Payments

Should Client fail to pay ETUDES by the late due date (90 days after the start of the academic year), ETUDES shall terminate this SOW and *remove* the client's access to the ETUDES system.

#### 4. Termination Upon Notice

Either party may terminate this agreement at any time by giving 30 days written notice to the other party. Unless otherwise terminated in accordance with the above terms, this SOW will be in effect for a year.



**SECTION III: Acceptance Signatures**

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date set forth below.

ETUDES Administrator

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

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

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

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

Client Lead Administrator

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

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

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

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



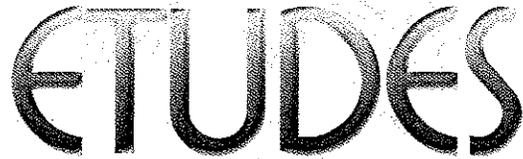


## MEMBERSHIP AGREEMENT

**Peralta Community College District (PCCD)** (hereinafter called "Member") agrees to subscribe to the ETUDES and participate as a member of the community as follows:

1. Member agrees to pay an **annual Membership fee to subscribe to ETUDES** and benefit from the open source software and community services. Such annual payment will be made upon execution of this Agreement. Checks will be made payable to "**Foothill College**" and **sent to the Administrator designated below.**
2. Member agrees to join ETUDES for a minimum of 1 year starting **July 1, 2008.**
3. Member agrees to participate in the community as described in Sections 4 and 5 of Appendix A.
4. Member will advise the Administrator in writing of the individual assigned as the designated representative to ETUDES.
5. Member may consult with ETUDES and receive onsite training in the tools, term site administration and roster importation, and attend meetings related to ETUDES as described in Sections 4 and 5 of Appendix A.
6. Member agrees to bear all costs of Members associated with its participation in ETUDES as described in Section 5 of Appendix A.
7. Member will receive access to ETUDES resources, site/account management services, and faculty support as described in Section 3 of Appendix A.
8. Member understands that funds provided for ETUDES will be added to funds from other Members to support development, upgrades, servicing of software, providing hosting, and supporting clients, and therefore no individual financial reports will be given to the Member concerning the disposition of the funds provided by them.
9. This agreement may be renewed with written request, any time prior to the completion of the 1 year period.
10. This agreement may be terminated by ETUDES or Member at any time upon thirty (30) days written notice. Financial obligations to ETUDES will be settled on a pro-rated basis with any excess prepayment returned to Member. Services purchased will be terminated immediately, upon discontinuation of agreement.
11. The Designated Administrator is: **Vivie Sinou**, Executive Director, ETUDES, Foothill College, 12345 El Monte Road, Los Altos Hills, CA 94022, Ph. 650-949-7109.

The following contacts are requested for administrative and support purposes only.



## MEMBERSHIP AGREEMENT

NOTE: For ETUDES press releases, only the legal name of your organization and the information you provide under press contacts will be provided; and provided further, all press releases concerning and/or mentioning Member or ETUDES shall be subject to the review and approval by the primary contacts of both parties.

### PRIMARY MEMBER CONTACT FOR ETUDES:

Name: Gary Yee, Ed.D.  
Title: Vice Chancellor, Ed Services  
Phone: (510) 466-7300  
Fax: (510) 466-7224  
Email: [gyee@peralta.edu](mailto:gyee@peralta.edu)

### FACULTY SUPPORT CONTACT OF MEMBER:

Name: Patricia "Trish" Nelson  
Title: Faculty ETUDES Coordinator  
Phone: (510) 748-2387  
Email: [pnelson@peralta.edu](mailto:pnelson@peralta.edu)

### IT CONTACT OF MEMBER:

Name: Jo Levy (or Janet Cragin)  
Title: Sr. Software Analyst, PCCD  
Phone: (510) 587-7863  
Email: [jlevy@peralta.edu](mailto:jlevy@peralta.edu)

### BILLING CONTACT OF MEMBER:

Name: Pat Jameson  
Title: Executive Assistant, PCCD  
Phone: (510) 466-7302  
Email: [pjameson@peralta.edu](mailto:pjameson@peralta.edu)

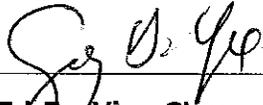
### PRESS CONTACT OF MEMBER:

Name: Jeff Heyman  
Title: Director of Marketing, PCCD  
Phone: (510) 466-7309  
Email: [jheyman@peralta.edu](mailto:jheyman@peralta.edu)

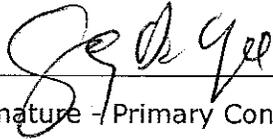
# ETUDES

## MEMBERSHIP AGREEMENT

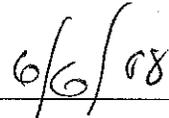
**APPROVED AND ACCEPTED BY**



\_\_\_\_\_  
**Gary Yee, Ed.D., Vice Chancellor, Ed Services -  
Primary Contact, Member**



\_\_\_\_\_  
(Signature - Primary Contact, Member)

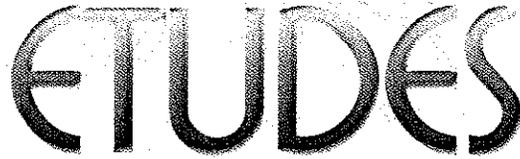


\_\_\_\_\_  
(Date)

\_\_\_\_\_  
**Vivie Sinou, Executive Director, ETUDES**

\_\_\_\_\_  
(Signature - Executive Director, ETUDES)

\_\_\_\_\_  
(Date)



## MEMBERSHIP AGREEMENT

### Appendix A

#### Section 1: Background

Membership to ETUDES is open to community colleges and other higher education institutions and nonprofit and commercial partners with programs and missions consistent with the purpose of ETUDES as set forth in Section 2 and Section 3.

Details regarding ETUDES are outlined below.

#### Section 2: Objectives

Objectives of ETUDES are to:

- ▶ Develop a community that uses ETUDES to support teaching and learning.
- ▶ Shape the vision for leveraging the economics and innovation of common academic software, including shared services and related resources.
- ▶ Provide an enterprise system to members to support teaching, learning, collaboration and research, and expand educational opportunities.
- ▶ Provide faculty support services and training to the ETUDES community.
- ▶ Develop a leveraged support infrastructure for cross-institutional assistance.
- ▶ Coordinate activities with other organizations, standards, and efforts, such as **IMS** and **publishers** that add value to the software and the community.
- ▶ Work closely with the Sakai project's developers, Board of Directors, and Executive Director, and ensure that ETUDES tools align with the Sakai framework and the needs of ETUDES users are known to Sakai.
- ▶ Facilitate ETUDES community sharing of best practices in development, implementation, and support, as well as content, training, and innovation.

#### Section 3: The Commitment:

ETUDES will make available the following **services** to members who need them. These hosting, training, system administration, site/account management, and user support will be provided at **additional** cost to the annual membership fees.

Member services include the following:

- ▶ Provide reliable **web hosting** and related services to ETUDES members.
- ▶ Develop and maintain quality **training modules** and deliver them regularly to the community. Share modules freely with trainers and support staff.
- ▶ Provide access to technical support staff through the User Group forums. Users and support staff must be trained to gain access to the Users Group.

# ETUDES

## MEMBERSHIP AGREEMENT

- ▶ Provide **system administration** of servers, monitor and tune the database and load of system to ensure optimal performance for teaching and learning.
- ▶ Process account/**course sites** management in a timely manner, and coordinate routine term roster importation and related tasks with members.
- ▶ Provide hosting and sys administration support for **project sites** (optional service) for members who wish to purchase such sites for collaboration.
- ▶ Visit members and provide guidance, training, and support as needed.
- ▶ Provide training opportunities for Members who adopt ETUDES.
- ▶ Provide members with timely information on ETUDES activities.
- ▶ Maintain a plan for the financial self-sustainability of ETUDES.
- ▶ Explore further opportunities to add value for membership to the community.

### Section 4: Meetings

ETUDES staff will offer onsite and online training, as needed, for faculty, trainers, and support staff on tools, and to share best practices, showcase model online courses, and distribute valuable teaching and learning resources. Meetings may be held to gather and prioritize user requirements. ETUDES Summits may be scheduled, as needed, to review accomplishments, challenges, project plans, and to receive input in processes and needs, and build community amongst members.

### Section 5: Member Commitment

Members will be expected to:

- ▶ Designate a "point of contact" to communicate with ETUDES Administration.
- ▶ Act as advocates for ETUDES within their respective organizations.
- ▶ Participate in ETUDES meetings and activities, covering travel expenses.
- ▶ Participate in ETUDES, by providing feedback for development, QA, and user support, including teaching and learning resources for users.
- ▶ Provide timely information, requests, and documents for routine site installations and rosters.
- ▶ Provide timely feedback and necessary information to ETUDES Administrator on ETUDES-related activities to delivery required services.
- ▶ Provide additional local support for one's own users, particularly students.
- ▶ Verify that instructors complete the required training prior to requesting sites.
- ▶ Ensure that the content published in the system abides by copyright law.
- ▶ Ensure that the content published in the system by the partner organization's instructors or designers meets ADA-Section 508 guidelines and requirements.
- ▶ Establish and enforce policies and procedures for ensuring appropriate code of conduct by users in the system that respects privacy and individual rights.



## MEMBERSHIP AGREEMENT

### Section 6: Partnership Points

- ▶ ETUDES will provide a minimum of two (2) development sites for online course development and demo uses by Member, free of charge.
- ▶ ETUDES will include partner on [etudesproject.org](http://etudesproject.org) website, publishing information provided by member consistent with the language of the agreement, promoting the available online courses on ETUDES.
- ▶ ETUDES promotes Member as Key Partner.
- ▶ ETUDES provides member speaking opportunities at conferences.
- ▶ ETUDES facilitates meetings with executives within the Sakai community.
- ▶ ETUDES permits member to use ETUDES logo in advertisements/promotions.