



San Joaquin Delta Community College District	
CONTRACT NUMBER	06-451
Furt-5039	5/9/07

ETUDES CONSORTIUM PROJECT
MEMBERSHIP AGREEMENT

The ETUDES Consortium (hereinafter called the "Consortium") was established by the Foothill-De Anza Community College District (FHDA) in the fall of 2002. Foothill College is leading and managing the ETUDES Project for on behalf of its members, California Community Colleges and other member institutions and organizations.

_____ San Joaquin Delta College _____ (hereinafter called "Member") agrees to subscribe to the ETUDES Project and participate in the Consortium as follows:

1. Member agrees to pay an **annual Institutional Membership fee to subscribe to ETUDES Project** and benefit from the open source software and community services. Such annual payment will be made upon execution of this Agreement and by the start of the academic year. Checks will be made payable to "**Foothill College**" and **sent to the Consortium Administrator designated below.**
2. Consortium Member agrees to participate in the Consortium for a minimum of 1 year beginning July 1, 2007.
3. Consortium Member agrees to participate in the Consortium community as described in Sections 4 and 5 of Appendix A.
4. Consortium Member will advise the Consortium Administrator in writing of the individual assigned as the designated representative to the Consortium.
5. Consortium Member may consult with Foothill College and receive onsite training in the tools, term site administration and roster importation, and attend meetings related to the Consortium as described in Sections 4 and 5 of Appendix A.
6. Consortium Member agrees to bear all costs associated with its participation in the Consortium as described in Section 5 of Appendix A.
7. Consortium Member will receive access to the Consortium resources, site/account management services, and faculty support as described in Section 3 of Appendix A.
8. Member understands that funds provided for the Consortium will be added to funds from other Consortium Members to support the development, upgrading, and servicing of the software, and therefore no individual financial reports will be given to the Consortium 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 the ETUDES Project at any time upon thirty (30) days written notice to Consortium Member. Financial obligations to the ETUDES Project will be settled on a pro-rated basis with any excess prepayment returned to Consortium Member.



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11. The Designated ETUDES Project Administrator is: **Vivie Sinou**, Dean of Learning Technology & Innovations, ETUDES Project, Foothill College, 12345 El Monte Road, Los Altos Hills, CA 94022, Ph. 650-949-7109.

The information requested below is for administrative purposes. For ETUDES press releases, only the legal name of your institution and the information you provide under press contacts will be provided.

PRIMARY MEMBER CONTACT FOR ETUDES PROJECT:

Name: Kathleen A. Hart
Title: Dean, Planning, Research, & Reg Ed
Phone: 209 954-5039
Fax: 209 954-5622
Email: khart@deltacollege.edu

FACULTY SUPPORT CONTACT OF MEMBER INSTITUTION:

Name: Jon Townsend
Title: Professional Development Coord.
Phone: 209 954-5812
Fax: 209 954-5622
Email: jtowndsend@deltacollege.edu

IT CONTACT OF MEMBER INSTITUTION:

Name: Lee Belarmino
Title: Assoc VP Information Technology
Phone: 209 954-5300
Fax: 209 954-5622
Email: lbelarmino@deltacollege.edu



ETUDES CONSORTIUM PROJECT
MEMBERSHIP AGREEMENT

BILLING CONTACT OF MEMBER INSTITUTION:

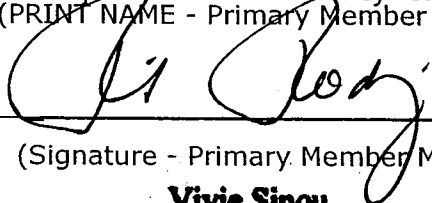
Name: Sue Anderson
Title: Secretary
Phone: 209 954-5039
Fax: 209 954-5622
Email: sanderson@deltacollege.edu

PRESS CONTACT OF MEMBER INSTITUTION:

Name: Greg Greenwood
Title: Interim PIO
Phone: 209 954-5899
Fax: 209 954-5622
Email: greggreenwood@deltacollege.edu

APPROVED AND ACCEPTED BY

Dr. Raul Rodriguez, Superintendent/President
San Joaquin Delta Community College
(PRINT NAME - Primary Member Manager, Institution)



5/21/07

(Signature - Primary Member Manager, Institution)

(Date)

Vivie Sinou
Dean, Learning Technology

(PRINT NAME - ETUDES Project Manager, Foothill College)



5/31/07

(Signature - ETUDES Project Manager, Foothill College)

(Date)



ETUDES CONSORTIUM PROJECT

STATEMENT OF WORK

Statement of Work for Year:	Services for period starting July 1, 2007 – June 30, 2008
Client Institution:	
Project Title:	ETUDES-NG Hosting & Sys Admin/Support Services
Provider:	ETUDES CONSORTIUM/PROJECT Foothill College 12345 El Monte Road Los Altos Hills, CA 94065

SECTION I: Project Background

1. TERM OF STATEMENT OF WORK

The renewable term associated with the annual hosting and support costs is **7/1/07 – 6/30/08** (fiscal year for services to be provided). ETUDES Project will automatically renew the annual term in the month prior to the end of the term - unless the Client institution indicates a change in writing 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 and system administration services for the client institution. Specifically, ETUDES will provide hosting, backup services, system administration, account and site management, faculty support, and routine term roster importation for client. Additionally, ETUDES will ensure that adequate training sessions are offered. Training is at additional cost (not part of this SOW).

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

Member Primary Contact	<i>Name</i>	Lee Belarmino
	<i>Email address</i>	lbelarmino@deltacollege.edu
	<i>Telephone number</i>	209 954-5300
Distance Learning Member Contact	<i>Name</i>	Kathleen Hart
	<i>Email address</i>	khart@deltacollege.edu
	<i>Telephone number</i>	209 954-5039
IT Lead for SIS Integration	<i>Name</i>	Jon Townsend
	<i>Email address</i>	jtownsend@deltacollege.edu
	<i>Telephone number</i>	209 954-5812

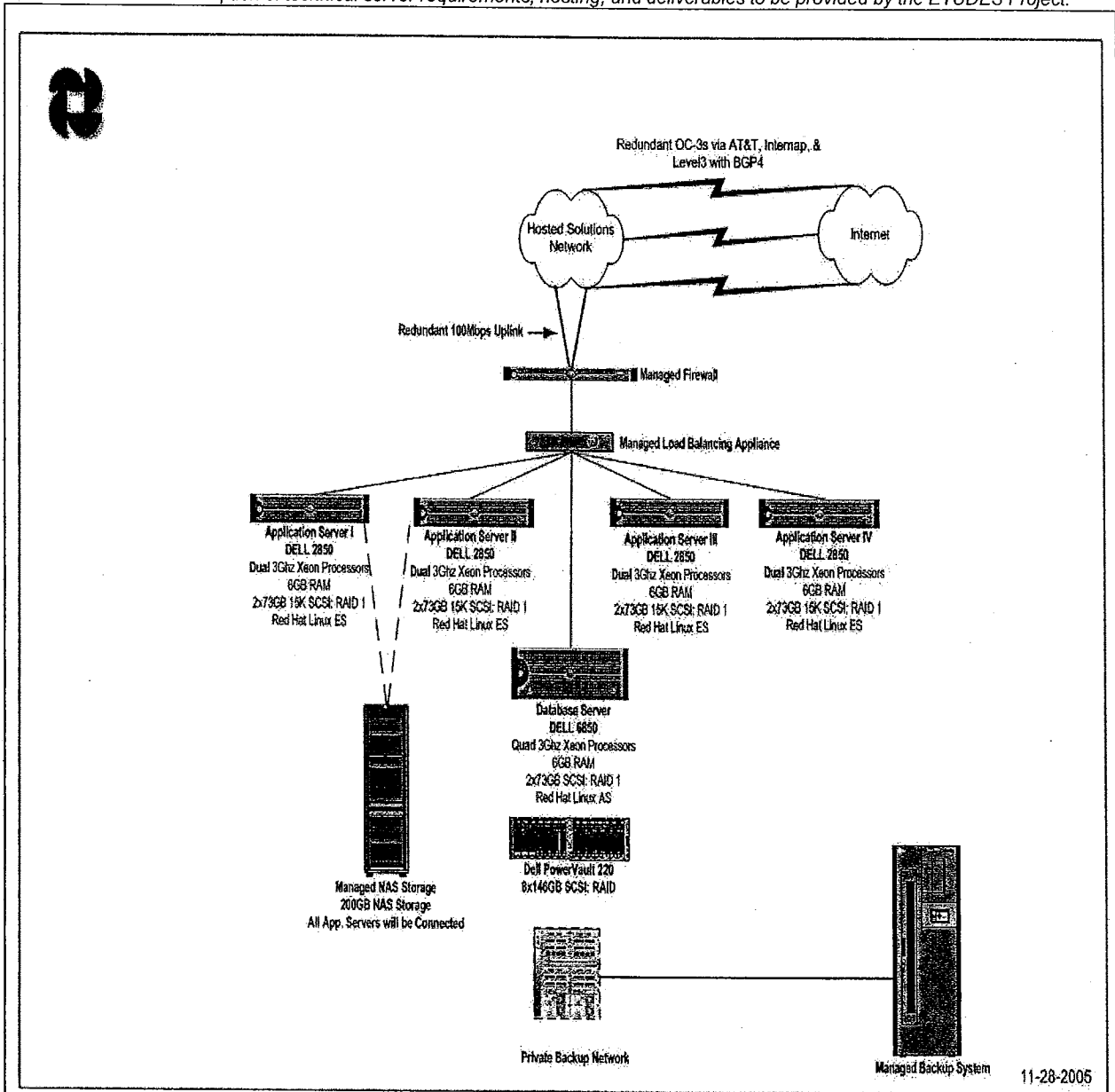
ETUDES

the Next Generation

ETUDES CONSORTIUM PROJECT

4. DETAILED DESCRIPTION OF SERVICES AND DELIVERABLES

Provide a detailed description of technical server requirements, hosting, and deliverables to be provided by the ETUDES Project.



(Diagram of ETUDES-NG production/hosting environment and infrastructure)



ETUDES CONSORTIUM PROJECT

Hosting

The ETUDES Project 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-NG 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-NG – detailed below)
- Load Balancing: Included

Production

ETUDES Project staff will deploy, upgrade, maintain the ETUDES-NG 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 notices to members.

Administrative Access

ETUDES Project 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 Project 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.



ETUDES CONSORTIUM PROJECT

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 Project staff has full access to live network engineers 24/7 to handle issues with the production software performance issues or bugs, database load issues and 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 can be reached 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



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

The Client Institution shall cooperate with ETUDES by making sure that its users participate in the *required training* prior to gaining access to hosting and support services. Failure to do so will remove access to support forums to users of participating institutions and may cause termination of agreement.

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

The Client Institution understands that student help desk services are not provided by the ETUDES Project. However, the ETUDES Project will provide guidance to instructors in how to help students with issues, including helping with login issues, and providing tutorials and Help information for all users.



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The Client Institution is responsible for its content in the sites, ADA Compliance of the lessons and materials uploaded by its instructors, and its instructional programs and related issues.

6. ETUDES PROJECT LEAD STAFF

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

Project Administrator	<i>Name</i>	Vivie Sinou
	<i>Email address</i>	SinouVivie@foothill.edu
	<i>Telephone number</i>	650.949.7109
Lead Engineer	<i>Name</i>	Murthy Tanniru
	<i>Email address</i>	TanniruMurthy@foothill.edu
	<i>Telephone number</i>	650.949.7078
System/Database Administrator	<i>Name</i>	Kyong Kim
	<i>Email address</i>	KimKyong@foothill.edu
	<i>Telephone number</i>	650.949.7091

7. WARRANTY AND SUPPORT

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

As ETUDES-NG 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 will respond to faculty/DL staff support inquiries within 24 hours, minus weekends and holidays.

8. ASSUMPTIONS

- 1) The ETUDES Project 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) The ETUDES Project guarantees that a shift to a new hosting provider will be **transparent** to client.
- 3) The ETUDES Project guarantees to provide advanced notice to users for major system upgrades.
- 4) *Modest* annual increases of 7-10% in costs of services are expected to cover operational expenses.



ETUDES CONSORTIUM PROJECT

SECTION II: Expenses & Payments

9. 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 Project employees, contractors and agents in connection with performance of the ETUDES Project's obligations hereunder shall be payable by the Client Institution upon receipt of ETUDES' invoice containing such expenses, such as visits for training or demonstrations at local campuses.

The ETUDES Project 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 Institution and all travel arrangements will be pre-approved by the Client Institution.

10. 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 Institution for the fiscal year, and based on the number of accounts served by the Project (estimated on the highest enrollment term). Duplicated head count is included in the total number of enrollments served by the Project.

Payment is due and payable thirty (30) days after receipt of any invoice issued by ETUDES and no later than the start of the academic year when services begin. In the event that the Client Institution questions the amounts charged on any invoice, it must communicate those questions to ETUDES within five (5) business days of the Client Institution'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. Specifically, a 20% late penalty will be applied 25 days after the start of the academic year. Failure to receive payment within sixty days of start of academic year, a termination notice of the SOW and Membership agreement will be issued with a final 30 day notice, as per agreement.

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 Project Administrator
 By:
 Printed: **Vivie Sinou**
Dean, Learning Technology
 Title: _____
 Effective Date: July 1, 2007

Client Institution Lead Administrator
 By:
 Printed: DR. Raul Rodriguez
 Title: Superintendent/President
 Effective Date: July 1, 2007