CALIFORNIA COMMUNITY COLLEGES CONSORTIUM (CCCC)  
ETUDES PROJECT MEMBERSHIP AGREEMENT

The California Community Colleges Consortium (CCCC) ETUDES Project (hereinafter called the "Alliance") 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 on behalf of the System and other partner institutions.

**SAN JOAQUIN DELTA COLLEGE** (hereinafter called "Member") agrees to subscribe to the ETUDES Project and participate in the Alliance as follows:

1. Member agrees to pay an **annual Institutional Membership fee to subscribe to CCCC ETUDES Project** and benefit from the open source software development 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 **Alliance Administrator designated below**.

2. Alliance Member agrees to participate in the Alliance for a minimum of 1 year beginning **JULY 1, 2006**.

3. Alliance Member agrees to participate in the Alliance community as described in Sections 4 and 5 of Appendix A.

4. Alliance Member will advise the Alliance Administrator in writing of the individual assigned as the designated representative to the Alliance.

5. Alliance Member may consult with Foothill College and attend meetings related to the Alliance as described in Sections 4 and 5 of Appendix A.

6. Alliance Member agrees to bear all costs associated with its participation in the Alliance as described in Section 5 of Appendix A.

7. Alliance Member will receive access to the Alliance resources and support services as described in Section 3 of Appendix A.

8. Alliance Member understands that funds provided for the Alliance will be added to funds from other Alliance Members to support the development, upgrading, and servicing of the software, and therefore no individual financial reports will be given to the Alliance 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 Alliance Member. Financial obligations to the ETUDES Project will be settled on a pro-rated basis with any excess prepayment returned to Alliance Member.
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11. The Designated ETUDES Project Administrator is: Vivie Sinou, Dean of Learning Technology & Innovations, CCCC 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: KATHY HART
Title: Dean of Planning, Research, and Regional Education
Phone: (209) 954-5047
Fax: (209) 954-5622
Email: khart@deltacollege.edu

FACULTY SUPPORT CONTACT OF MEMBER INSTITUTION:

Name: JON TOWNSEND
Title: Professional Development Center Coordinator
Phone: (209) 954-5812
Fax: (209) 954-5600
Email: jtownsend@deltacollege.edu

IT CONTACT OF MEMBER INSTITUTION:

Name: LEE BELARMINO
Title: Associate Vice President of Information Services
Phone: (209) 954-5300
Fax: (209) 954-5302
Email: lbelarmino@deltacollege.edu
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BILLING CONTACT OF MEMBER INSTITUTION:

Name: CLAIRE TYSON
Title: Director of Finance
Phone: (209) 954-5033
Fax: (209) 951-0436
Email: ctyson@deltacollege.edu

PRESS CONTACT OF MEMBER INSTITUTION:

Name: B.R. BROWN
Title: Director of Public Information and Marketing
Phone: (209) 954-5051
Fax: (209) 954-5860
Email: brbrown@deltacollege.edu

APPROVED AND ACCEPTED BY

DR. KATHY HART

(PRT NAME - Primary Member Manager, Institution)

(Signature - Primary Member Manager, Institution) 8/11/06

VIVIE SIMON

(PRT NAME - ETUDES Project Manager, Foothill College)

(Signature - ETUDES Project Manager, Foothill College) 10/3/06

Accepted on behalf of San Joaquin Delta Community College District

Dr. Raul Rodriguez, Superintendent/President 8/21/06

(Date)
Appendix A

Section 1: Background

Foothill College is leading the California Community Colleges Consortium (CCCC) ETUDES Project, also known as the ETUDES Alliance.

Details regarding the project are outlined below.

Section 2: Alliance Objectives

The objectives of the Alliance are to:

> Actively develop a community of institutions that use ETUDES-NG to support learning.
> Shape the vision for leveraging the economics and innovation of common academic software.
> Establish a roadmap of the timing and features for the ETUDES-NG software releases.
> Provide quality support services and training to the Alliance community.
> Develop a leveraged support infrastructure for cross-institutional Alliance assistance.
> Mobilize distributed resources for development and support of the ETUDES-NG tools and software.
> Develop a system for the sharing of ETUDES-NG tools (discipline specific or other add-on tools).
> Coordinate activities with other organizations, standards, and efforts, such as IMS and publishers.
> Work closely with the Sakai project’s developers, Board of Directors, and Executive Director, and ensure that ETUDES-NG tools align with the Sakai framework and the Alliance’s needs are known to Sakai.
> Facilitate Alliance community sharing of best practices in development, implementation, and support.

Section 3: The Alliance Commitment:

The CCCC ETUDES Project will make available the following services to members. Hosting, training, and support services will be provided at additional cost to the annual alliance fee to members who need them.

> Provide reliable web hosting and related services to Alliance members.
> Develop high-quality training modules and deliver them regularly to the community.
> Provide access to the ETUDES Project technical staff and support forums.
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- Visit local member sites and provide guidance, training, and support as needed.
- Provide early training opportunities for Alliance Member ETUDES-NG adopters.
- Provide members with timely information on the ETUDES-NG project activities.
- Develop a plan for the sustainability of the Alliance community and software tools.
- Offer further benefits and value for membership, as more services are developed.

Section 4: Alliance Meetings

Alliance staff will offer regional training for faculty and support staff on the software tools, demonstration of best practices, and meetings to gather and prioritize user requirements. Alliance Members will be invited to send representatives to meetings for formal training by lead facilitators, developers, and administrative staff of the Alliance Project. Alliance Summits will also be scheduled, as needed, to review accomplishments, challenges, project plans, and to receive input in processes and project needs, and build community amongst members.

Section 5: Partner Commitment

Alliance Members will be expected to:

- Participate and contribute to Alliance meetings and activities, covering travel expenses.
- Designate a project "point of contact" to communicate with the Alliance Administrator.
- Participate in the Alliance, by providing feedback for development, QA, and user support.
- Act as advocates for the Alliance within their respective institutions and other colleges.
- Provide timely feedback to the Alliance Project Administrator on Alliance-related activities.
- Provide additional local support for one's own users; ensure that faculty are properly trained.
- Provide timely information, requests, and documents for routine site installations and rosters.
STATEMENT OF WORK

Statement of Work for Year: 2006-07
Client Institution: SJDC
Project Title: ETUDES-NG Hosting & Support Services
Provider: CALIFORNIA COMMUNITY COLLEGES CONSORTIUM (CCCC) ETUDES 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 7/1/06 – 6/30/07 (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 services for the client institution. ETUDES will provide course site setup and management, faculty technical support, and 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)**

<table>
<thead>
<tr>
<th>Member Primary Contact</th>
<th>Name</th>
<th>Dr. Kathy Hart</th>
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<tbody>
<tr>
<td>Email address</td>
<td><a href="mailto:khart@deltacollege.edu">khart@deltacollege.edu</a></td>
<td></td>
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<tr>
<td>Telephone number</td>
<td>(209) 954-5039</td>
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<thead>
<tr>
<th>Distance Learning Member Contact</th>
<th>Name</th>
<th>Dr. Kathy Hart</th>
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<tbody>
<tr>
<td>Email address</td>
<td><a href="mailto:khart@deltacollege.edu">khart@deltacollege.edu</a></td>
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<tr>
<td>Telephone number</td>
<td>(209) 954-5039</td>
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<tr>
<th>IT Lead for SIS Integration</th>
<th>Name</th>
<th>Chris MacDannald</th>
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<tr>
<td>Email address</td>
<td><a href="mailto:cmacdannald@deltacollege.edu">cmacdannald@deltacollege.edu</a></td>
<td></td>
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<tr>
<td>Telephone number</td>
<td>(209) 954-5397</td>
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Provide a detailed description of technical server requirements, hosting, and deliverables to be provided by the ETUDES 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:

- 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: 24/7/365
- 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 has access to monitor the following parameters and provide information to Client institution as needed.
- 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 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

Dell PowerEdge 2850
- Dual Xeon 3Ghz Processors w/ 2MB Cache
- 6GB RAM
- 2x73GB 15K SCSI Drives: RAID 1
- PERC4-El 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 1
- 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
ETUDES
the Next Generation

CALIFORNIA COMMUNITY COLLEGES CONSORTIUM (CCCC) ETUDES PROJECT

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 (average): $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.
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).

<table>
<thead>
<tr>
<th>Project Administrator</th>
<th>Name</th>
<th>Email address</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Vivie Sinou</td>
<td><a href="mailto:SinouVivie@foothill.edu">SinouVivie@foothill.edu</a></td>
<td>650.949.7109</td>
</tr>
<tr>
<td>Lead Architect/Engineer</td>
<td>Name</td>
<td>Email address</td>
<td>Telephone number</td>
</tr>
<tr>
<td></td>
<td>Murthy Tanniru</td>
<td><a href="mailto:TanniruMurthy@foothill.edu">TanniruMurthy@foothill.edu</a></td>
<td>650.949.7078</td>
</tr>
<tr>
<td>System/Production Administrator</td>
<td>Name</td>
<td>Email address</td>
<td>Telephone number</td>
</tr>
<tr>
<td></td>
<td>Kyong Kim</td>
<td><a href="mailto:KimKyong@foothill.edu">KimKyong@foothill.edu</a></td>
<td>650.949.7091</td>
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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 the annual hosting costs for 2 years, for current level of service.

**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.
CALIFORNIA COMMUNITY COLLEGES CONSORTIUM (CCCC) ETUDES PROJECT

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 support 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.

Late notices will be issues after the start of the academic year, start of services, and a 20% late penalty will be applied 25 days after the start of the academic year, if payment is not received. 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: [Signature]
Printed: Vivie Sinou
Title: Dean, Learn Tech & Innovations
Effective Date: 10/3/06

Client Institution Lead Administrator
By: [Signature]
Printed: Dr. Raúl Rodriguez
Title: Superintendent/President
Effective Date: 8/21/06