

Board of Trustees Agenda Item

Board Meeting Date: May 7, 2012

Title of Item:

Etudes, Inc. Membership Agreement and Statement of Work

Background and Analysis:

The Membership Agreement and Statement of Work contract are for Foothill College to renew its annual service contract with Etudes, Inc. for hosting, site and account management, support, and system administration services for a course management system. The cost is a \$5,000 decrease from last year. This contract is for Enterprise Level which supports unlimited enrollments. These services are necessary for offering distance learning courses at Foothill College.

The contract is in effect from 7/1/2012 through 6/30/2013. The cost is \$139,000.

Recommendation: (specify if information only)

Dean Baker and President Miner recommend approval of the renewal contract with Etudes, Inc. for the 2012-13 year.

Submitted by:	Judy Baker, x 7388
Additional contact names:	Judy Miner
Is backup provided?	Yes

STATEMENT OF WORK

Statement of Work for Year:	Services for period starting July 1, 2012 – June 30, 2013
Client:	FOOTHILL COLLEGE
Provider:	Etudes, Inc. 440 North Wolfe Road Sunnyvale, CA 94085

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 7/1/2012 – 6/30/2013 (fiscal year for services to be provided to Client).																																				
2.	OBJECTIVE																																					
		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)																																					
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Member Primary Contact</td><td style="width: 20%; text-align: center;"><i>Name</i></td><td>Judy Baker</td></tr> <tr> <td></td><td style="text-align: center;"><i>Email address</i></td><td>bakerjudy@foothill.edu</td></tr> <tr> <td></td><td style="text-align: center;"><i>Telephone number</i></td><td>650-949-7749</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td>Distance Learning Member Contact</td><td style="text-align: center;"><i>Name</i></td><td>Judy Baker</td></tr> <tr> <td></td><td style="text-align: center;"><i>Email address</i></td><td>bakerjudy@foothill.edu</td></tr> <tr> <td></td><td style="text-align: center;"><i>Telephone number</i></td><td>650-949-7749</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td>IT Lead for SIS Integration</td><td style="text-align: center;"><i>Name</i></td><td>Matt Rapczynski</td></tr> <tr> <td></td><td style="text-align: center;"><i>Email address</i></td><td>rapczynskimatthew@fhda.edu</td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td style="text-align: center;"><i>Telephone number</i></td><td>650-949-6286</td></tr> </table>	Member Primary Contact	<i>Name</i>	Judy Baker		<i>Email address</i>	bakerjudy@foothill.edu		<i>Telephone number</i>	650-949-7749				Distance Learning Member Contact	<i>Name</i>	Judy Baker		<i>Email address</i>	bakerjudy@foothill.edu		<i>Telephone number</i>	650-949-7749				IT Lead for SIS Integration	<i>Name</i>	Matt Rapczynski		<i>Email address</i>	rapczynskimatthew@fhda.edu					<i>Telephone number</i>	650-949-6286
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4. DESCRIPTION OF INFRASTRUCTURE, SERVICES, AND RELATED POLICIES

Hosting

Etudes will work with its preferred Commercial Data Center / Hosting Providers to provide a fully hosted and managed solution of the Etudes application. The hosting solution will include all hardware, operating system software, the Etudes application and its components, networking connectivity and back-ups. Etudes will also ensure that it has full redundancy for its service.

As part of the dedicated hosting, Etudes will ensure that its Data Center hosting provider will have on-site spares for servers; therefore, in the event of a hardware failure on the database server, application servers, or file-system, Etudes will ensure that its hosting 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
- Application Setup & Upgrades: Included
- 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. This includes small feature releases, as well as maintenance and bug fixes. 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 tools are accessible to Etudes staff 24/7. 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), a restore of the entire database and file-system from the latest backup.

Data Retention Policy

Etudes, Inc. agrees to keep course sites “live” (reachable via web browsers) on the Etudes production services for a full year. The course sites remain accessible for a full year intact, with all content published or uploaded by faculty, student grades, rosters, student assessment uploaded or inline submissions, private messages, discussion posts and other communication records submitted into Etudes by students and instructors. At any given time, a full year’s worth of course sites are “live” on the Etudes servers, with all their content, unless deleted by faculty.

Content prior to one year is purged from the Etudes production servers to reduce hosting storage costs and eliminate load, stability and performance issues that can be caused by excessive data.

Etudes, Inc. will archive and store on additional servers one to two years of course sites, depending on costs for offering such storage at no cost to members. Archived courses will be stored in .zip format, and will be available in packages that allow faculty to import the content back into future development or live term sites. “Import from Archives” will be available under Site Info. Archived course site files will include uploaded and published content – not student records.

The Etudes, Inc. data retention policy offers clients generous access to course site content. This is more than anyone in the industry, including major commercial CMS vendors, offer their clients.

The above policy does not apply to development and project sites, which are always “live.”

Support

Etudes staff has full access to engineers 24/7 to respond to crises related to performance, bugs, database or load balancer 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. Support issues are addressed immediately depending on their priority. Additionally, Data Center Network Operations staff and Load Balancer engineers can be reached by Etudes technical staff 24/7 to address issues.

5. RESOURCES TO BE PROVIDED BY CLIENT INSTITUTION & PROVIDER RESPONSIBILITIES

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 notify Etudes of employees whose faculty, administrative, or classified contracts with the Client have been terminated and they no longer qualify for hosting and support services with Etudes.

The Client shall provide resources and support to its users to supplement what is provided by Etudes to ensure quality instruction is offered to all users of the system.

The Client understands that student help desk services are provided at additional cost. Etudes will provide "reasonable" assistance, free of charge, to Client in troubleshooting and resolving complex user login and account issues. If student help inquiries are excessive, Client will be responsible for purchasing services.

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, Inc. is responsible for:

The application and infrastructure; not for the quality or nature of content uploaded or published into Etudes by users or the accessibility of the content published by users of the Client. Institutions are responsible for the content of course and project sites, the quality, and accessibility.

Etudes, Inc. warrants that the products made available under this agreement fully comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) and its implementing regulations set forth at 36 C.F.R., part 1194. Etudes, Inc. agrees to promptly respond to and resolve any complaint regarding accessibility of its products that is brought to its attention. Etudes, Inc. further agrees to indemnify and hold harmless from any claim arising from Etudes, Inc.'s failure to comply with the aforesaid requirements: the Client Institution entering this agreement, the Chancellor's Office of the California Community Colleges and any client institution. Failure to comply with these requirements shall constitute a breach and shall be grounds for termination of this agreement.

6.	<p>USER LIMITATIONS</p> <p>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.</p> <p>Additional terms of use of accounts and sites include the following:</p> <ul style="list-style-type: none"> 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 <u>not</u> 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 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. f) Sites should be kept to a reasonable membership size for optimal performance and stability. Sites may not exceed 250 students, without prior written permission and special services agreements. <p><u>NOTE:</u> Guest accounts shall be included in the total enrollments counted for service levels.</p>
7.	<p>ETUDES CODE OF CONDUCT POLICY</p> <p>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 <u>sole</u> 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.</p> <p>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:</p> <ul style="list-style-type: none"> 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.

Etudes

By Educators for Educators

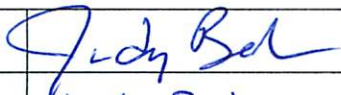
	<p>All users are subject to the same consequences for violations of the Etudes Code of Conduct policy.</p> <p>First-time violators of appropriate conduct will receive a warning letter and may be suspended from access to the system or their sites. Subsequent incidents will be reported to their institution's 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.</p>																																	
8.	<p>ETUDES LEAD STAFF <i>List the Key Person(s) who will perform the Service (or the specific sub-tasks set forth in this Work Statement).</i></p> <table><tr><td>Executive Director</td><td>Name</td><td>Vivie Sinou</td></tr><tr><td></td><td>Email address</td><td>sinou@etudes.org</td></tr><tr><td></td><td>Telephone number</td><td>650.218.7456</td></tr><tr><td></td><td></td><td></td></tr><tr><td>Chief Architect</td><td>Name</td><td>Glenn Golden</td></tr><tr><td></td><td>Email address</td><td>ggolden@etudes.org</td></tr><tr><td></td><td>Telephone number</td><td>734.355.1670</td></tr><tr><td></td><td></td><td></td></tr><tr><td>Senior Java Software Developer</td><td>Name</td><td>Murthy Tanniru</td></tr><tr><td></td><td>Email address</td><td>murthy@etudes.org</td></tr><tr><td></td><td>Telephone number</td><td>510.282.5879</td></tr></table>	Executive Director	Name	Vivie Sinou		Email address	sinou@etudes.org		Telephone number	650.218.7456				Chief Architect	Name	Glenn Golden		Email address	ggolden@etudes.org		Telephone number	734.355.1670				Senior Java Software Developer	Name	Murthy Tanniru		Email address	murthy@etudes.org		Telephone number	510.282.5879
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	Telephone number	650.218.7456																																
Chief Architect	Name	Glenn Golden																																
	Email address	ggolden@etudes.org																																
	Telephone number	734.355.1670																																
Senior Java Software Developer	Name	Murthy Tanniru																																
	Email address	murthy@etudes.org																																
	Telephone number	510.282.5879																																
9.	<p>WARRANTY AND SUPPORT</p> <p>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 robust, production-quality and operates at a HIGH standard of performance.</p> <p>Etudes staff will respond to user support inquiries within 24 hours, including weekends and holidays. Users must post support tickets in the Users Group forums. In case of unreachable Etudes servers, Client may contact directly the Executive Director, Vivie Sinou, at sinou@etudes.org or 650.218.7456 (cell).</p>																																	
10.	<p>ASSUMPTIONS</p> <p>1) Etudes, Inc. may sub-contract the hosting portions of this contract to another Data Center or preferred hosting provider, and will not notify the client if a shift has been made.</p> <p>2) Etudes, Inc. guarantees that a shift to a new Data Center facility will be transparent to client.</p> <p>3) Etudes guarantees to provide advanced notice to users for major system upgrades.</p> <p>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)</p> <p>5) Local or online training services are at additional cost. Training services are not part of this SOW.</p> <p>6) Modest <i>annual</i> increases of 7 – 10 % in costs of services are expected to support the operation.</p>																																	

SECTION II: Expenses & Payments

11.	<p>REIMBURSABLE EXPENSES</p> <p>No travel expenses are anticipated with this SOW. If they become necessary, all reasonable and necessary travel 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, in an amount not to exceed \$5,000.</p> <p>Etudes, Inc. agrees to coach air travel, lodging at mutually agreed upon facilities, and compact car rental, if available. Etudes will only travel for Client's services at the written request and pre-approval of the Client.</p>
12.	<p>INVOICING</p> <p>An invoice will be sent to Client institution for the services outlined in this SOW. The invoice shall list the hosting and system administration 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.</p> <p>Payment is due and payable sixty (60) days after receipt of any invoice issued by Etudes and <u>no later than</u> the first day of the new fiscal / academic year in which the services listed this SOW shall begin. A grace period of 30 days is included. In the event that the Client questions the amounts charged on an invoice, it must communicate those questions to Etudes within five (5) business days of the Client's receipt of such invoice.</p> <p>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 30 days <u>after</u> the start of the academic year (July 30). Failure to receive payment within sixty days of start of academic year, a termination notice will be issued with a <u>final</u> 30 day notice, after which Client's membership and access to hosting / services will be terminated.</p>
13.	<p>TERMINATION OF STATEMENT OF WORK</p> <p>1. Automatic Termination</p> <p>This SOW shall terminate automatically on the occurrence of any of the following events:</p> <ul style="list-style-type: none"> • bankruptcy or insolvency of either party • sale of Etudes business • death of key Etudes staff <p>2. Termination by Client</p> <p>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.</p> <p>3. Termination by Etudes for Failure to Make Agreed-Upon Payments</p> <p>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 <i>remove</i> the client's access to the Etudes system.</p> <p>4. Termination Upon Notice</p> <p>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.</p>

SECTION III: Acceptance Signatures

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

<u>Etudes Administrator</u>		<u>Client Chief Financial Officer / Administrator</u>	
By:		By:	
Printed:	Judy Baker	Printed:	
Title:	Dean	Title:	
Effective Date:	3-26-2012	Effective Date:	

Stearns
4/2/12

Femi
4.2-12



MEMBERSHIP AGREEMENT

Founding Partner

Foothill College (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 in the amount of **\$5,000** to subscribe to Etudes and benefit from the Etudes software and associated services. Such annual payment will be made upon execution of this Agreement. Checks will be made payable to "**Etudes Inc.**" and sent to the Administrator designated below.
2. Member agrees to join Etudes for a minimum of 1 year starting **July 1, 2012**.
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, and user support services as described in Section 3 of Appendix A. ETUDES agrees to perform all services described in Appendix A for the sum not to exceed **\$139,000**.
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 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.
10. The Designated Administrator is: **Vivie Sinou**, Executive Director, Etudes, Inc. 440 North Wolfe Road, Sunnyvale, CA 94085.



MEMBERSHIP AGREEMENT

Founding Partner

The following contacts are requested for administrative and support purposes only. 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: Judy Baker
Title: Dean
Phone: 650-949-7749
Email: bakerjudy@foothill.edu

BILLING CONTACT OF MEMBER:

Name: Judy Baker
Title: Dean
Phone: 650-949-7749
Email: bakerjudy@foothill.edu

FACULTY SUPPORT CONTACT OF MEMBER:

Name: Judy Baker
Title: Dean
Phone: 650-949-7749
Email: bakerjudy@foothill.edu

IT CONTACT:

Name: Matt Rapczynski
Title: Programmer Analyst I, ETS.
Phone: 650-949-6286
Email: rapczynskimatthew@fhda.edu

PRESS CONTACT OF MEMBER:

Name: Kurt Hueg
Title: Associate VP
Phone: 650-949-7645
Email: huegkurt@fhda.edu

Etudes

By Educators for Educators

MEMBERSHIP AGREEMENT

Founding Partner

APPROVED AND ACCEPTED BY

Judy Baker
(PRINT NAME - Primary Contact, Member)

Judy Baker
(Signature - Primary Contact, Member)

gc - m

Vivie Sinou
(PRINT NAME - Executive Director, Etudes)

(Signature - Executive Director, Etudes)

3-26-12
Date

4-2-12

STREANOR
4/2/12



MEMBERSHIP AGREEMENT

Founding Partner

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.

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 user support services and training to the member 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.
- Facilitate the sharing of user resources and support as well as content, training, and innovation in e-learning amongst member institutions.

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.
- Provide system administration of servers and database and ensure stability and optimal performance of Etudes application 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 system administration support for project sites (optional service) for members who wish to purchase such sites for collaboration.
- Provide student help to clients who need to purchase such support services.
- 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.
- Explore further opportunities to add value for membership to the community.



MEMBERSHIP AGREEMENT

Founding Partner

Section 4: Meetings

Etudes staff will offer onsite and online training, as needed, for faculty, trainers, and support staff on tools, and will share best practices, showcase model online courses, and distribute valuable teaching and learning resources. An Etudes Summit will be held annually to bring the membership together, share best practices and good uses of Etudes, review accomplishments, and share challenges and future directions.

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.

Section 6: Membership 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 Member on etudes.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 permits Member to use Etudes logo in advertisements/promotions.

**ETUDES, Inc.**

440 North Wolfe Road
Sunnyvale, CA 94085
TEL. 650-218.7456
FAX: 650.887.1730

Invoice

INVOICE NO: ET-FH0009
DATE: 03/20/12

To:

JUDY BAKER
DEAN, FOOTHILL GLOBAL ACCESS
FOOTHILL COLLEGE
12345 El Monte Road
Los Altos Hills, CA 94022-4599
BAKERJUDY@FOOTHILL.EDU

QUANTITY	DESCRIPTION	ITEM	AMOUNT
	<i>Enterprise Level – Unlimited Use of Etudes for 7/1/12 – 6/30/2013</i>		
1	ETUDES-NG Hosting and Related Services	\$65,000.00	\$65,000.00
1	ETUDES-NG Sys Admin Support & Account/Site Management	\$65,000.00	\$65,000.00
1	ETUDES Membership Fees	\$10,000.00	\$10,000.00
1	50% off - Membership Fees Discount as founding partner	- \$5,000.00	- \$5,000.00
1	Project Collaboration Sites – Hosting & Related Services	\$4,000.00	\$4,000.00
	Due: June 30, 2012		
	<i>Note: Late penalty of 20% of total amount due will be applied if payment is not received by July 30, 2012. (See Statement of Work, "Invoicing")</i>		
SUBTOTAL			\$139,000.00
SALES TAX			\$0.00
TOTAL DUE (USD only)			\$139,000.00

Please make check payable to **Etudes, Inc** and mail payment with a copy of this invoice to:

ETUDES Inc.
Attention: Vivie Sinou
440 North Wolfe Road
Sunnyvale, CA 94085

If you have any questions concerning this invoice, call: Vivie Sinou, 650.218.7456 or E-Mail, sinou@etudes.org.

THANK YOU!

MEMO

TO: Mia Casey
FROM: Judy Baker *Judy*
DATE: March 26, 2012
RE: Renewal of Etudes Statement of Work for Board approval

Attached please find the Etudes membership agreement, Statement of Work for services to be provided, and invoice for 2012-2013 as well as the cover sheet for Board approval. This is an annual renewal.

Foothill College must make payment by July 30, 2012, to have no late fees and no interruption in hosting and support services.

This contract is for Enterprise Level which supports unlimited enrollments. This payment is a \$5,000 decrease from last year.

I will need 2 copies of each document (membership and SOW) completed, signed, and returned to me PRIOR to July 1, 2012. Vivie Sinou prefers to sign the documents after we return our signed copies to her.