

eLearning Committee Minutes

Date: Wednesday, April 5, 2017
Time: 8:30 AM – 10:30 AM
Location: University Hall, Room 454

[Current Membership Roster](#)

Present: Chris Edwards, Tina Meagher, Angela Robbins, Jason Day, Don Hodges, JP Leong, Julie Breen, Emanuel Lewis, Kent Meloy, BJ Zirger, Melody Clark, Pam Rankey, Paul Foster, Eugene Rutz, Mike Mitchum, Dave Rathbun, Greg Lloyd, Cynthia Ris, Patty Goedel, Cecily Goode, Michelle Conda, Kate York

Apologies: Vernon Jackson, Pat Reid

1. Review and approve minutes (attached) (Chris Edwards)
 - i. The minutes were unanimously approved with no changes.
2. **Leadership Changes**
 - i. Chris Edwards is leaving employment at the university to take a job with TiER1 Performance Solutions. His last day will be April 30, 2017. Paul Foster will be the interim AVP for eLearning and the co-chair for the eLearning Governance Committee effective May 1, 2017. Mike Mitchum will be the interim Assistant Director for CEeL, effective May 1 as well. Chris thanked the committee for all of their hard work and turned the meeting over to Paul.
3. **LMS Task Force Update (Paul Foster, Greg Lloyd)**
 - i. Budget request for pilot of Canvas is in budget formation.
 - ii. Recommendation for a Canvas pilot has been approved through IT@UC Governance but the pilot will come later than the LMS Task Force recommended. There will not be a summer pilot and fall semester pilot has not been decided. Governance asked the LMS Task Force to meet with UC senior leadership and explain the rationale for the pilot before it will take place.
 - iii. Need good representation from the colleges that are heavy users of Bb if we transition to Canvas. To overcome change fatigue, need to sell faculty on the benefits of moving to Canvas and

eLearning Committee

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The eLearning Committee reviews and makes recommendations on eLearning-related strategies, standards, technologies, and policies that support the university's Third Century goal to Excel in eLearning. The committee will be led and supported by co-chairs (AVP for eLearning Technology & Faculty Senate Appointee) who will also serve as the representatives to the IT Council.

The work of the eLearning Committee will be supported by the following subcommittees:

- Accessibility Subcommittee
- Learning Management System (LMS) Subcommittee
- Instructional Design & Pedagogy Subcommittee
- Online Learning Subcommittee
- Video and Digital Media

Meeting Schedule:
Committee meets the first Wednesday of the month:

embrace the improved course management and student outcomes. Support teams to help colleges transition will be critical to success.

4. Proctored Testing (see attachment – Paul Foster)

- i. This issue is back on the agenda because some of the information has changed on the different levels and pricing. Also, the LDB is not included with Examity. See page 7 of the attachment.
- ii. Need a way to authenticate as well which is not included either.
- iii. Need a tool that covers the majority of the colleges needs and Examity doesn't do that.
- iv. Need a tool that is expandable.
- v. Options are for Paul to negotiate with Examity and meet with Proctor U. Not sure if Proctor U is EIT Accessible.
- vi. Some of the critical needs are LDB, authentication, 80/20 live proctoring and 100% live proctoring, interfacing with vendor based tools.
- vii. Need to have something in place by fall semester and have tested it before then.
- viii. Need to be thoughtful about the time period of a contract to keep it affordable.
- ix. Dave motioned to go back to Examity to discuss a 1yr renewal contract for a more reasonable price for record and review, LDB, authentication and integration with vendor; BJ seconded the motion. The motion passed with one abstention.

5. ID/P Subcommittee Charter (attached – Kate York)

- i. The changes requested in the last eLearning Committee meeting have been incorporated into the charter.
- ii. Colleges have the option to have 1 ID and 1 faculty member for representation but each college only has one vote.
- iii. There is a disconnect between support and what to focus on for IDs in CEel and in units. Pedagogy needs to drive the technology.
- iv. BJ suggested to add to the mission statement: Determine the scope, responsibilities & relationship between unit and centralized IDP/T as well as setting priority for usage of CEeL funding. Need to focus on tools that benefit the whole university not just individual units. Need the eLearning Governance committee to give more leeway to provide recommendations
- v. Suggested change for committee composition is 2nd co-chair should be elected by the ID/P committee instead of by the AVP.
- vi. Kate will take the suggestion changes to the ID/P committee and if accepted, approval of the charter will come for a vote in the May eLearning Committee meeting.
- vii. For clarification, subcommittees make recommendations but the topical committees make decisions.

6. Personal Response System Task Force Update (Mike Mitchum)

- i. Have a draft RFP in the task force and Mike will be meeting with Purchasing.
- ii. Mike will share the RFP with the eLearning committee before it is issued for feedback.
- iii. Timeline for a decision is pending but will not be made by fall semester.

7. Cielo24 Statewide Agreement (Dave Rathbun)

- i. Hoping to establish a state-wide consortium
- ii. Will be giving an OHECC presentation
- iii. UC's relationship is growing with Cielo 24
- iv. Need SLA for centralized and unit responsibilities and the funding (who is doing what?) for clarity of mission and responsibility
- v. 1st priority is to meet legal requirement and 2nd is to meet students' needs.

- vi. Need to integrate colleges into the decision making process
- vii. Accessibility committee has not met for a few months because of the main EIT committee.

8. Subcommittee and Project Updates (see attached forms)

- i. **LMS Subcommittee** – sent recommendation to Faculty Senate IT chair
 - a. Working with Sally Moomaw, FS Chair, to form a policy for access to courses. Sally will discuss with Provost and then bring all parties to the table to write the policy. Need to include IDs and Instructional Technologists, and associate deans. Central IT will not drive this policy.
 - b. This policy should be consistent with policies about an uninvited person showing up in a classroom.
- ii. **Online Learner Committee** - Working on a business template
- iii. **Video Committee** –
 - a. Faculty can activate Echo360.
 - b. Sunsetting Podcast Producer in May, but will have access through June.
 - c. Will be focusing Chaptering in Kaltura in next meeting, which 4/6. This will also help with captioning.
 - d. Will be sending meeting invitation for Cielo24/Kaltura retreat on June 13.

9. Meeting Adjournment

- i. The committee adjourned at 10:35 AM.

ELEARNING COMMITTEE ISSUE/ACTION FORM

AGENDA ITEM: PROCTORED TESTING TASK FORCE UPDATE INITIATOR: PAUL FOSTER

Check Here if Action Item X

Check Here if Discussion Item X

Date of Meeting: 2/1/2017 Estimated Time Needed @ Meeting 15 -20 Minutes

I. ISSUE/QUESTION/PROBLEM:

Based on the recommendation from the Proctored Testing Task Force, conversations with several colleges, and negotiations with Examity, eLearning would like to move forward with a three-year agreement with Examity to support proctored testing in the online programs at UC. Money from the DL Fee would be used to gradually phase in support for Examity over the next three years.

II. BACKGROUND DATA:

The College of Nursing has been successfully using Examity for several years with all of their students. Several other colleges have explored the use of Examity. During fall semester, a successful pilot was conducted with instructors from several additional colleges.

The reason Examity was preferred over other competing products is because Examity offers multiple levels of test integrity, ranging from simply Live Authentication all the way up to Level 3 exams that include Live Authentication + continuous monitoring by a live proctor.

Because several colleges have been using Examity for a few years, the tool is already integrated with Blackboard, and we have a signed Data Security Rider with the company. Further, we have confirmed that Examity will work with other LMS platforms such as Canvas and D2L.

III. ACTION OPTIONS AVAILABLE:

Option A.

The cost per test for Examity depends on the level of test integrity chosen, and ranges up to \$12.50 for a one hour, live proctored exam. At the test level, this is a nominal cost. However, when multiplied by the number of enrollments in online programs at UC, the overall cost approaches \$500,000 per year.

eLearning is recommending that we phase in support for Examity. In the first year, we are proposing to purchase one proctored test per FTE per semester. In the second year, we are proposing to purchase one proctored test per headcount per semester. In the third year, we are proposing to purchase one test per enrollment. Colleges would be able to purchase additional proctored tests through Examity if they choose, and would be able to distribute the proctored tests to the online programs in their colleges in a manner that makes the most sense for each college. See the included spreadsheet for more detailed projections.

Since the DL fee would be used to support proctored testing, this would only cover students who are enrolled in an online program, not simply an online course.

There exists funding from the FY17 DL Fee to cover the purchase for FY17. For future years though, we would need approval from Kathy Qualls' office to shift some of the DL Fee to cover the Examity purchase. eLearning is requesting that the affected colleges contribute a letter of support for this request.

Option B.

An alternative option is that we accelerate the phasing in of support for proctored testing. However, this would increase the financial request from the DL Fee, and would need to be supported by associated usage projections from the affected online programs.

Option C.

IV. RECOMMENDED OPTION WITH RATIONALE AND IMPLICATIONS:

eLearning is recommending Option A, although if the online programs prefer to accelerate the implementation of Examity, eLearning would be prepared to support a broader implementation in the first or second years.

V. DISPOSITION (WHO DOES WHAT, WHEN) INCLUDING TIME FRAME:

VI. MOTION:

2ND BY (MEMBER MAY BE IDENTIFIED AT THE MEETING): _____

(Submit to Jane Haniefy, combsjl@ucmail.uc.edu by 5 p.m. the Wednesday before the meeting.)

EXAMITY SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into as of the _____ day of _____, 2017 (the "Effective Date"), by and between _____, with an address of _____ ("Customer") and Examity ~~Inc., LLC~~, with an address of 34 Main Street, Floor 2, Natick, MA 01760 ("Examity"). Customer and Examity hereby agree as follows:

Commented [pcf1]: Need to confirm correct company name and address.

- 1. Services:** Examity owns certain proprietary products (including proprietary hardware and software) related to the monitoring of online examinations, including without limitation the Examity web site (the "Examity System"). Utilizing the Examity System, Examity agrees to provide the online examination services to Customer further detailed on Exhibit A attached hereto (the "Services").
- 2. Examity Obligations:** Examity shall provide the Services as detailed on Exhibit A attached hereto. Nothing contained herein shall prohibit Examity from providing the same or similar Services to any other parties, including without limitation competitors of Customer. Examity shall make each examination recording available to Customer and the applicable class professor ("Customer Parties") through the Examity System for thirty (30) days after such recording is made. All recordings will be archived for an additional thirty (30) days (except that any red-flagged examination will be archived for an additional one (1) year period) and will be available upon request from Examity so long as all parties comply with all laws, including without limitation the Family Educational Rights and Privacy Act (FERPA). After such period, recordings will be destroyed. Requests for all recordings shall be made by the Customer Parties to the applicable Examity account manager. Examity represents and warrants that it is duly authorized and empowered to execute, deliver and perform the Agreement; that such action does not conflict with or violate any provision of law, rules or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject; and that this Agreement is a valid and binding obligation enforceable in accordance with its terms. Examity agrees that it will make best and reasonable efforts to accommodate Service requests as referenced in Section 3 below, but it cannot guarantee that all requests (even requests made prior to twenty-four hours before an examination) will be accommodated.
- 3. Customer Obligations:** Prior to any examination, Customer shall provide, in electronic form, to Examity the examination, the names of all students taking the examination and all examination rules and requirements. Each request for Services for an examination, along with all submissions as referenced above, shall be made no later than twenty-four (24) hours prior to such examination; provided, however, that Examity shall make reasonable efforts to accommodate any requests made within twenty-four (24) hours of an examination. Customer represents and warrants that it is duly authorized and empowered to execute, deliver and perform the Agreement and provide the student and exam information referenced above; that such action does not conflict with or violate any provision of law, rules or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject; and that this Agreement is a valid and binding obligation enforceable in accordance with its terms. Customer commits to purchase the Services as set forth on Exhibit A attached hereto.
- 4. Process:** Examity will provide Customer with unique identifying login information for each student for an examination. Each student will register on the Examity web site prior to an examination, and log in to an examination using the information referenced above. Examity will use reasonable efforts utilizing the Examity System to verify each student's identity but shall have no liability or responsibility therefor. Once an examination is complete, Examity shall, within 72 hours after completion, provide the examination proctoring and auditing results to the applicable Customer Parties. Along with such results, Examity shall provide a report (the "Reports") listing any student behavior, actions or inactions,

which Examity determines, in its sole discretion, could or may constitute cheating or dishonesty with respect to the applicable examination. Examity shall have no other responsibility with respect to any examination or the Services, and Customer hereby acknowledges that actual determinations of student cheating or dishonesty shall be made by Customer or the applicable Customer Parties, and Examity shall have no liability or responsibility with respect thereto. Examity makes no representations that the Reports will be accurate or determine student dishonesty. Examity shall not take, or be responsible for taking, any disciplinary action against any student.

5. **Fees:** In consideration for the Services, Customer or Customer's students, as applicable, shall pay to Examity the fees set forth on Exhibit B attached hereto. Examity shall bill Customer monthly for all fees due, and payment shall be due upon receipt of the applicable invoice. If Customer notifies Examity in writing in advance that it wants Examity to charge Customer's students in any specific instance or in all instances, Customer's students shall pay to Examity the applicable fees, and Customer shall be responsible for any amounts not paid for by such students.
6. **Term:** Subject to Section 7, the term (the "Term") of this Agreement shall be as set forth on Exhibit C attached hereto.
7. **Termination:** This Agreement may be terminated, with or without cause, by either party upon sixty (60) days written notice to the other party; provided that, if either party breaches any of the terms of this Agreement, the non-breaching party may, in addition to any other remedy, terminate this Agreement immediately. Upon termination or expiration of this Agreement, all amounts due Examity shall be paid within thirty (30) days. Upon termination or non-renewal by Customer, or upon termination for Customer breach by Examity, all commitments, as set forth on Exhibit A, not met shall be paid to Examity within thirty (30) days. All examination materials shall be delivered to Customer by Examity promptly after termination or expiration of this Agreement. This provision shall survive termination or expiration of this Agreement.
8. **Indemnification:** Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, its officers, managers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or relating to the Indemnifying Party's breach of this Agreement, including its representations and warranties hereunder. In addition, Customer agrees to defend, indemnify and hold harmless Examity, its officers, managers, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from or relating to any claim by any student related to any Services provided under or related to this Agreement, unless such claim results from the gross negligence or willful misconduct of Examity. This provision shall survive termination or expiration of this Agreement.
9. **Ownership:** Customer and Examity hereby agree that the Examity System is owned in its entirety by Examity.
10. **Confidentiality:** Customer agrees to protect the Examity System and keep confidential any and all data or other information that Customer obtains from the Examity System. Customer further agrees that it will not share, disburse, exchange, sell or otherwise disclose any Examity provided proprietary information, including without limitation individual student login information, to any third party. Examity agrees that it will not share, disburse, exchange, sell or otherwise disclose any Customer provided proprietary information, including without limitation examinations, university rules and student information, to any third party. Each party is responsible for ensuring that its employees, officers, managers and agents adhere to this provision. This provision shall survive termination or expiration of this Agreement.

11. Disclaimer of Warranties and Limitation of Liability: THE EXAMITY SYSTEM AND SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE EXAMITY WEB SITE, ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS.” TO THE FULLEST EXTENT PERMISSIBLE BY LAW, EXCEPT AS SPECIFICALLY REFERENCED ABOVE, EXAMITY MAKES NO REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE EXAMITY SYSTEM AND SERVICES; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE EXAMITY SYSTEM AND SERVICES; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE EXAMITY SYSTEM AND SERVICES; AND (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE EXAMITY SYSTEM OR SERVICES. EXAMITY DOES NOT WARRANT THAT THE EXAMITY SYSTEM, ANY OF THE EXAMITY SYSTEM’S FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE EXAMITY SYSTEM OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EXAMITY, AND ITS MANAGERS, OFFICERS, EMPLOYEES AND OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR THE USE OF THE EXAMITY SYSTEM AND SERVICES INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION’S LAW IS APPLICABLE TO THIS AGREEMENT. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL EXAMITY BE LIABLE TO CUSTOMER OR ANY CUSTOMER PARTY FOR INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOST OR INACCURATE DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR THE PARTIES’ RELATIONSHIP. IN NO EVENT WILL EXAMITY’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL AMOUNTS PAID TO EXAMITY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

12. General Provisions.

- a. Independent Contractor. Customer and Examity are and at all times will act as independent contractors in all matters relating to this Agreement. None of the parties is an agent or franchisee of any other party for any purpose and has no power or authority to bind or commit any other party to any obligation in any way. No party is, nor will act as, an employee of the other party for any purpose within the meaning or application of any federal, state, or local employment laws, unemployment insurance laws, social security laws, workers’ compensation laws, or industrial accident laws, or under any other laws or regulations that impute any obligation or liability to a party by reason of any employment relationship.
- b. Waiver and Amendment. Except as otherwise expressly provided, this Agreement may be amended and observance of any provision of this Agreement may be waived (either generally or in any instance, retroactively or prospectively) only upon written consent of the parties.
- c. Entire Agreement. The parties intend that this Agreement be controlling over and supersede additional or different terms of any order, confirmation, invoice or similar document, unless expressly agreed upon in writing by both parties. This Agreement supersedes all proposals, oral or written, all negotiations, memoranda of understanding, letters of intent, conversations or discussions between or among the parties relating to the subject matter of this Agreement.

- d. Counterparts; Delivery. Customer and Examity hereby agree that this Agreement is executed upon the Effective Date, regardless of the date of the parties' signatures. This Agreement also may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. Assignment. Neither party may assign this Agreement or the rights and obligations hereunder, including without limitation by operation of law, without the prior written consent of the other party; provided, however, that Examity, and its successors and assigns, may assign this Agreement and the rights and obligations hereunder without the consent of Customer in the event of an Acquisition. "Acquisition" is hereby defined as (a) any merger, business combination, consolidation or purchase of outstanding equity of Examity, or its successors or assigns, in a business combination after which the voting securities of Examity, or such successor or assign, outstanding immediately prior thereto represent (either by remaining outstanding or by being converted into voting securities of the surviving or acquiring entity) less than 50% of the combined voting power of the voting securities of Examity, or such successor or assign, or such surviving or acquiring entity outstanding immediately after such event (other than as a result of a financing transaction); (b) any sale of all or substantially all of the equity or assets of Examity, or its successors or assigns (other than in a spin-off or similar transaction); (c) any other form of business combination or acquisition of the business of Examity, or its successors or assigns, in which Examity, or its successors or assigns, is the target of the acquisition; or (d) a conversion into a corporation, or a merger to effectuate the same.
- f. Governing Law. This Agreement shall be interpreted, construed and enforced under the laws of Ohio, without regard to conflicts of laws, regardless of the location of the performance of Services hereunder. All disputes, controversies or differences arising between the parties arising from or in relation to or in connection with this Agreement, or the breach thereof, which fails to be amicably settled by the parties, will be subject to the jurisdiction of the state or federal courts located in Hamilton County, Ohio.
- g. Validity. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the rest of the provision or the other provisions of this Agreement, and shall be construed as if such invalid, illegal or unenforceable provision or portion thereof had never been contained herein.
- h. Notices. All notices given under this Agreement must be in writing and signed by a person authorized to sign on behalf of the party and sent via express or certified mail to the addresses set forth above.
- i. Survival. This Section 12 shall survive termination or expiration of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures effective as of this ____ day of _____, 2017.

UNIVERSITY

Name:
Title:

| EXAMITY ~~INC.~~ LLC

Name: Michael London
Title: Manager

Exhibit A

Services

Examity shall authenticate, live monitor (as applicable) and record (as applicable) online examinations for Customer classes as requested by Customer Parties. Services shall be available 24 hours a day, 7 days a week, subject to the terms and conditions of this Agreement.

There shall be five levels of Service, which shall be requested by Customer:

- Level AA – Automated authentication
- Level LA – Live authentication
- Level 1 – Automated proctoring
- Level 2 – Recorded & review proctoring
- Level 3 – Live proctoring

Exhibit B

Fees – No Volume Commitment

FairExam® Level*	First hour price	Additional hour price
Level AA: Auto-Authentication	N/A	N/A
Level LA: Live-Authentication	\$5.00	N/A
Level 1: Auto-Proctoring	\$7.50	\$5.00/hour
Level 2: Record and Review Proctoring	\$10.00	\$5.00/hour
Level 3: Live Proctoring	\$12.50	\$5.00/hour

Fees – Volume discount begins after \$150,000 of proctoring recognized in first 6 months of contract year*

FairExam® Level*	First hour price	Additional hour price
Level AA: Auto-Authentication	N/A	N/A
Level LA: Live-Authentication	\$4.50	N/A
Level 1: Auto-Proctoring	\$7.00	\$3.00/hour
Level 2: Record and Review Proctoring	\$9.50	\$5.00/hour
Level 3: Live Proctoring	\$12.00	\$5.00/hour

*This pricing is subject to the escalators set forth in Exhibit C, as applicable. Downward adjustment will remain in effect unless most recent 6 months is less than \$150,000.

Non-auto (Level LA, Level 2, and Level 3) services, which are scheduled within 24 hours of examination, shall result in an additional charge of \$5.00 or \$3.00 at volume discount level per hour (per student per examination). Non-auto (Level LA, Level 2, and Level 3) cancellations or changes within 24 hours of examination will result in a \$5.00 or \$3.00 at volume discount level charge per occurrence. Full payment will be required for any no-shows.

Examity will attempt to collect from the applicable student all (i) additional charges (the additional \$3.00 per hour) for Services scheduled within 24 hours of an examination by the student and (ii) charges for any no-shows or changes/cancellations within 24 hours of an examination by the student, but Customer shall be responsible for such charges if Examity is unable to collect such fees.

Use of examiLOCK® lockdown browser - \$2 per student per test. examiLOCK® can only be used in combination with ~~Level LA~~, Level 2 or Level 3 proctoring.

Cost per practice exam - \$8 (includes authentication and proctoring up to 15 minute test)

Please select a payment option:

- University pays all fees
- Student pays all fees

_____ University pays for proctoring and students pay on-demand fees

Implementation Fee

Examity hereby waives the implementation fee of \$5,000.

Exhibit C

Term

[initial which is applicable]

~~X~~ The Term shall begin on the Effective Date and expire on the date which is one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides notice of non renewal at least thirty (30) days prior to the end of the initial or any renewal term. The "Pay as you go" pricing for each Level, as set forth on Exhibit B, shall increase by \$0.2575 for each hour in each year of this Agreement after the initial year.

X The Term shall begin on the Effective Date and expire on the date which is three (3) years thereafter. The "Pay as you go" pricing for each Level, as set forth on Exhibit B, shall increase by \$0.1550 for each hour in each of the second and third years of this Agreement. This increase will be waived each year as long as Customer meets or exceeds \$150,000 in revenue each 6 months of every contract year.

~~_____~~ The Term shall begin on the Effective Date and expire on the date which is five (5) years thereafter. The "Pay as you go" pricing for each Level, as set forth on Exhibit B, shall increase by \$0.0525 for each hour in each of the second, third, fourth and fifth years of this Agreement.

~~_____~~ The Term shall begin on the Effective Date and expire on the date which is one (1) year thereafter.*

Commented [pcf2]: Need to confirm what the "pay as you go" pricing refers to. Is this both tables in Exhibit B or just the "No volume commitment" table?

Instructional Design/Pedagogy (ID/P) Subcommittee Charter

ID/P Subcommittee Mission Statement

The Instructional Design/Pedagogy Subcommittee will work in partnership with other key groups across campus to recommend policy and practices to support sustainable, scalable, supportable, and innovative course design and pedagogy. The work of the subcommittee will include:

- recommending a university-wide approach for adoption of Universal Design for Learning
- promoting online course quality and a course design review process;
- providing input and oversight on a CEEL-developed university default eLearning course template(s)
- identifying and promoting best practices;
- clarifying the role of information technology (IT) and instructional design (ID) personnel in the course development process;
- reviewing and making recommendations as part of the decision-making process prior to implementation of new and emerging technologies in the context of instructional design best practices and pedagogical support;
- developing processes to ensure compliance and accessibility (such as Quality Matters, Copyright, Fair Use, TEACH Act, ADA 504/508, etc.).

Annual Subcommittee Goals

The ID/P subcommittee will establish annual goals specifying its principal work and focus areas for the academic year.

(See Working Groups for details on annual goals)

Committee Composition, Appointments, and Term Limits

- Co-Chairs (2) - nominated and approved by the eLearning Committee
 - 1 co-chair from the Center for Excellence in eLearning
 - 1 co-chair from an academic/administrative unit
 - These appointments do not carry term limits to ensure adequate operational expertise, but can be replaced by the AVP due to attrition, reassignment, or voluntary resignation from the committee.
- Up to 2 representatives from each college, consisting of 1 Instructional Designer and an instructor. For colleges with no Instructional Designers, up to 2 instructors may represent the college.
 - These appointments do not carry term limits to ensure adequate operational expertise, but can be replaced by the college due to attrition, reassignment, or voluntary resignation from the committee.

Voting members:

- Each co-chair has one vote.

- Each college is limited to one vote. Annually, the college will be asked to provide the name of its representatives and voting member.
- The academic co-chair vote is in addition to that college's vote.
- A voting member may send an alternate if needed to provide the college with a vote.

Meetings

The ID/P subcommittee meets once per month (or as required, depending on pressing matters) to discuss and/or or vote on submitted requests at the call of the subcommittee co-chairs. Meeting dates and times should be specified a year in advance.

Please Note: To accommodate member faculty teaching schedules, meeting times may need to be adjusted at the beginning of each semester.

Non-representative attendees:

Instructional Designers and instructors are open to attend meetings. Regardless of the number of people representing a single college, the college has a single vote.

Upon invitation, advisers, subject matter experts and additional personnel may attend ID/P subcommittee meetings. However, they are not voting members.

Membership Roles and Responsibilities

The co-chairs will schedule the committee meetings and communicate meeting information with members. They will prepare agendas, convene meetings, call for votes on requests, and submit Issue/Action forms to the eLearning Committee as required. Meeting notes will be shared in the ID/P Subcommittee Box folder.

Voting members are required to attend all regularly scheduled meetings. Therefore, meetings will be scheduled at the beginning of the academic year and will utilize web conferencing to help facilitate member attendance. A voting member may send an alternate if needed to provide the college with a vote.

If there is a work-related conflict, it is expected that members will provide at least 24 hour notice and they will have the option to send a representative on their behalf. However, proxy representatives are not voting members. Members with extensive non-work related absences per academic year and/or who do not provide advanced notice, may be asked to identify a replacement representative by the committee. If a voting member will be absent for an extended period, they can work with the co-chairs to assign a voting proxy.



LMS Subcommittee Monthly Update for eLearning Topical Committee

Greg Lloyd - Co-chair
IT@UC - Tech Lead, eLearning
Application Services
lloydgm@ucmail.uc.edu
(513)556-3065

Cynthia Ris – Co-chair
Professor - Educator, A&S English &
Comparative Literature
risc@ucmail.uc.edu
(513)556-6667

Subcommittee Members

Jon Adams
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Lisa Capan (Bb Advisor)

March 2017 Subcommittee Summary:

The subcommittee was unable to vote on the April Blackboard maintenance window due to not having quorum. The scheduled update for April was just to upgrade the SafeAssign building block. However, this vote will take place over email. The subcommittee also received an integration request from UCL (UC Libraries) for APA Style Central. APA Style Central is an integration that teaches students how to properly use and apply the APA guidelines. It is currently in review and is waiting on OIS review.

The March Blackboard scheduled maintenance window was completed successfully with no downtime as the JDK was updated and the Activate Echo 360 was updated as well.

The committee also discussed when students should be enrolled in courses now that the Catalyst enrollment process is no longer used. It was suggested that the question also be posed to the IDP committee and has since been sent to them for review. Overall the main advantage is that the earlier students are enrolled in the course the faster the faculty member can communicate to them. It was also noted that faculty members can enable and disable courses as needed.

The subcommittee has one open integration request for APA style central. As stated above, this integration is still under review.

The course enplanement discussion has continued and Greg, Dave, and Cynthia all met to discuss how to move forward with this discussion. They created a list of scenarios as to how users are added to courses. Cynthia was going to meet with Sally to discuss how to best move forward. Since then a meeting has been scheduled with Sally so that we can discuss how to move forward with this conversation.