APPENDIX B

PARTICIPATION

Appendix B will opt Imperial Community College District ("CCC Member College") into the selected program under the administration of the Foundation for California Community Colleges' system-wide agreement with Waterfall Mobile, Inc. ("Waterfall") for use of its AlertU services for mobile emergency communications. The provision of the Waterfall Mobile AlertU services for the CCC Member College will be governed by the Waterfall AlertU Services Agreement executed by the Foundation for California Community Colleges. Participation will require a twelve (12) month commitment for (non-exclusive) use of AlertU at the CCC Member College. Please select one of the three options below for the CCC Member College:

1. ☑ **System Wide Sponsorship Opt In** - We (the CCC Member College) will participate in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU. Client acknowledges and agrees that AlertU has been offered to CCC Member College at no cost through a California Community College system-wide corporate sponsorship for CCC Member College's use of AlertU. Such license shall permit CCC Member College to offer the AlertU service to its potential Subscribers, up to 10,000 total Subscribers.

2. ☐ **Regional Sponsorship Opt In** - We (the CCC Member College) will participate in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU. We (the CCC Member College) decline the California Community College system-wide corporate sponsorship, and choose to provide a regional sponsorship. CCC Member College acknowledges and agrees that AlertU has been offered to CCC Member College at no cost through a regional corporate sponsorship at the clients discretion for the CCC Member College's use of AlertU. Such license shall permit CCC Member College to offer the AlertU service to its potential Subscribers, up to _____ total Subscribers.

3. ☐ **Paid Fee Opt In** - We (the CCC Member College) will participate in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU. We (the CCC Member College) choose to pay a fee for the use AlertU. Potential Subscribers shall be subject to User Fees of $1 per subscriber per year. Waterfall will remit to the Foundation for California Community Colleges an annual payment of $0.02 per Potential Subscriber for all CCC Member Colleges choosing the Paid Fee Opt In for AlertU. "Potential Subscribers" is determined by the CCC Member College's total population of Students, Faculty and Staff. Such license shall permit CCC Member College to offer the AlertU service to its potential Subscribers, up to _____ total Subscribers.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date first written above.

WATERFALL MOBILE, INC.:	**CCC MEMBER COLLEGE:**
_____	_____
By (sign):	By (sign):
_____	Dr. Ed Gould
Name (print):	Name (print):
_____	Superintendent/President
Title:	Title:
_____	1/14/2009
Date:	Date:

waterfall mobile

Waterfall AlertU Services Agreement

APPENDIX A

FEES AND ADMINISTRATION

1. **User Fees:** Waterfall will waive the User Fees for the Client. Such license shall permit Client to offer the AlertU service to its potential Subscribers system-wide to the California Community College Students, Faculty and Staff.

2. **Set Up and Training Fees:** Waterfall will waive the Set Up and Training Fees for the Client.

3. **Advertising And Sponsorship:**

   Sponsorship. Client acknowledges and agrees that AlertU has been offered to Client at the price described in this Exhibit based on Waterfall's ability to sell a sponsorship for Client's use of AlertU. To that end, Waterfall may market and sell sponsorships for Client's use of AlertU, including without limitation, including quarterly test messages from the sponsor on test messages delivered to Subscriber's mobile devices and on promotional materials produced by Waterfall to promote AlertU. Waterfall shall use commercially reasonable efforts to ensure that (a) any promotional message on a quarterly test Alert will be secondary to the Client Content in the Alert and will not be false or misleading, (b) sponsorship will not be included in any real emergency Alert, (c) a sponsor of Client's use of AlertU will be an entity that will not tend to materially damage Client's image or bring Client in ill repute; and (d) that the sponsorship of AlertU for the Client will adhere to all policies of the Client and any applicable local, state or federal laws. Waterfall shall be solely responsible for managing the sponsorship program and shall be entitled to keep all revenue generated through the sale of advertising or sponsorships on AlertU to defray the costs of providing AlertU to the Client. The Client will have the right to review the sponsorship prior to Client rollout, including the review of the sponsor and the overall Client rollout plans. Prior to Client rollout of AlertU, Client must provide notification to Waterfall if any elements of the sponsorship are deemed to be in conflict of any of the above sponsorship limitations. Waterfall will have the right to adjust the sponsorship marketing if Client disagrees with any elements of the sponsorship marketing.

   Marketing. The parties will meet and mutually develop a marketing plan to encourage individuals affiliated with the Client to become Subscribers. Such marketing plan will define each party's responsibilities for marketing AlertU. At a minimum, Waterfall will work with and provide the Client signage for the Client's website, as well as design templates for hardcopy signage, to be distributed throughout Client's campus.

VII.10. Resolution No. 14262: Strategic Planning Committee

WHEREAS the function of the Strategic Planning Committee will be to develop the District's Strategic Plan after receiving input from the Educational Master Plan on the prioritized goals of the institution, both short-term and long-term. The committee will assess the stated priorities and the college resources for achieving those priorities. The Strategic Plan will address how the District can best implement the planned improvements based on the institutional resources, required and desired time frames, and final recommendations and strategies of the Educational Master Plan, all in line with the District's mission and vision. The Strategic Plan will be formally submitted every six (6) years to the Superintendent/President, corresponding with the college accreditation cycle. The committee will review and update the Strategic Plan annually.

THEREFORE, BE IT RESOLVED that the Board approves the formation of a Strategic Planning Committee.

BE IT FURTHER RESOLVED that the committee be composed of the following members:

Vice-President for Business Services, co-chair
Elected co-chair

Academic Senate representative
Academic Senate/C&I Representative
Administrative representative
Admissions/Registration representative
Campus Operations Committee representative
College Council representative
Environmental Health & Safety Committee representative
Executive Council representative
Extended Campus representative
Staff Development Committee representative
Planning and Budget Committee representative
Student representative
Student Affairs Committee representative
Technology Planning Committee representative

BE IT FURTHER RESOLVED that the Strategic Planning Committee be added to the Board Policy Manual as BP 3255 and to the Administrative Procedures Manual as AP 3255.

VII.11. Resolution No. 14263: AlertU Contract

BE IT RESOLVED that the Superintendent/President recommends approval with recommendations from College Council (12-8-08) and the Environmental Health and Safety Committee (09-15-08) to contract the services of Waterfall "AlertU" Services. Waterfall delivers text message alerts to registered users via mobile SMS (text) messaging.

NOW, THEREFORE, BE IT RESOLVED that Imperial Valley College participates in the Foundation for California Community Colleges system-wide contract with Waterfall for the use of AlertU.