



**NORTH CAROLINA COMMUNITY COLLEGE SYSTEM**  
*H. Martin Lancaster, President*

July 27, 2000

**MEMORANDUM**

**TO:** Selected Community College Presidents

**FROM:** Brenda H. Rogers  
Vice President for Administration

**SUBJECT:** Cooperative Agreement of the North Carolina Community College  
Wireless Communications Consortium

The North Carolina Association of Community College Presidents approved the formation of the Wireless Communications Consortium at its April meeting. Attorney Robert Rini, who has been retained to represent the consortium on matters related to the ITFS licenses, presented issues related to the contract with Wireless One of North Carolina at the July summer conference.

You should have received a copy of the cooperative agreement a few weeks ago, along with a letter from President Lancaster asking you to sign and return the agreement. It is important that all of our colleges agree to participate to support the goals of the consortium. We believe that our colleges have increased leverage by working together to obtain licenses and to utilize the wireless technology.

Please review the cooperative agreement and return the signed copy to me as soon as possible. Please call me if you have questions about the agreement.

BHR:sh  
Attachment

S00-033  
Paper Copy

**COOPERATIVE AGREEMENT<sup>1</sup>**  
**NORTH CAROLINA COMMUNITY COLLEGE WIRELESS**  
**COMMUNICATIONS CONSORTIUM**

**INTRODUCTION**

Forty North Carolina community colleges have applied to the Federal Communications Commission (FCC) for ITFS (Instructional Television Fixed Service) licenses. Sixteen licenses have been granted. The colleges intend to use the ITFS licenses for the purpose of statewide access to education and training. The colleges agree to work together to settle mutual exclusivity issues, to develop an educational plan for using the ITFS channels, to negotiate with partners in the development and operation of the resulting network, and to share in costs associated with the development of the NCCCS distance learning network. This agreement may be extended to technologies other than the ITFS channels.

**PARTICIPANTS**

All 58 community colleges and the North Carolina Center for Applied Textile Technology may participate in the consortium.

**PURPOSES OF THE AGREEMENT**

The purposes of the agreement are the following:

- To extend distance learning opportunities through the North Carolina Community College Wireless Communications Consortium to all residents of North Carolina.
- To provide a formal structure for making decisions relating to the ITFS licenses.
- To define the responsibility of System Office staff in supporting the institutions in the delivery of distance learning.
- To share in the costs related to obtaining licenses, developing plans, implementing the network, and carrying out other related activities.
- To have a single entity established for negotiating with potential partners in the project.

**GOALS**

- To promote the use of ITFS channels for providing state-wide access to education and training to the residents of North Carolina.
- To work collaboratively with the UNC universities and General Administration, public schools and the Department of Public Instruction, and private post-secondary institutions in using the ITFS licenses to provide access to education and training.
- To provide legal counsel when necessary to assist in moving the project forward.
- To establish partnerships with private entities to develop the statewide network for distance learning.

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<sup>1</sup> Approved by the NCCCPA on 4/28/2000

- To extend educational opportunities to the remote regions of North Carolina through distance learning technologies, thus addressing the goals of the Rural Prosperity Task Force and the national concern with closing the digital divide.

**ROLES AND RESPONSIBILITIES**

**Colleges**

The colleges agree to abide by the policies and procedures adopted by the North Carolina Community College Wireless Communications Consortium.

**Steering Committee**

The presidents of the participating colleges will nominate and elect ten members to serve on the Steering Committee. The Steering Committee will develop policies and procedures for the consortium, seeking input from its constituent members. The Steering Committee will report its activities to the Technology Committee of the Presidents Association. The Steering Committee will have the authority to make decisions on behalf of the participating colleges with the exception of monetary decisions. The presidents of the participating colleges will vote upon any actions that have monetary implications.

**North Carolina Community College System Office**

The North Carolina Community College System staff will support the consortium in carrying out its policies, procedures, and activities. It will serve as the fiscal agent, setting up a system-wide project account for collecting and disbursing funds as approved by the Steering Committee.

**FUNDING**

The North Carolina Community College Wireless Communications Consortium will be responsible for securing the necessary funds to carry out the activities of the consortium. The consortium may seek other funding through a Board Reserve project or external sources. The funds will be maintained in an account established by the System Office and will be disbursed as approved by the Steering Committee.

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President's Signature

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Date

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College

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President, North Carolina Community College System

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Date