

**OREGON WIRELESS INSTRUCTIONAL NETWORK (Oregon WIN)
INTERGOVERNMENTAL AGREEMENT**

The parties to this agreement are Lane Community College (LCC), Linn-Benton Community College (LBCC), and the State of Oregon acting through the State Board of Higher Education on behalf of the Oregon University System (OUS), Oregon State University (OSU), Portland State University (PSU), University of Oregon (UO), and Western Oregon University (WOU), under authority of ORS 190.110.

WHEREAS the Oregon State Board of Higher Education, on behalf of institutions within OUS, and LCC and LBCC, have received from the Federal Communication Commission authorization to operate Instructional Television Fixed Service (ITFS) channels in Oregon;

WHEREAS the parties have excess capacity over and above their own needs for programming on their FCC licenses, which is leased to a commercial wireless cable operator (CWCO);

WHEREAS the parties have contracted with a CWCO (American Telecasting, Inc., a wholly owned subsidiary of Sprint Corporation hereinafter referred to as "Sprint") to develop a wireless cable system to further the parties' education, research and public service missions;

WHEREAS the parties seek to collaboratively provide an accessible, cost effective, interactive network to serve residents in their homes, workplaces, schools, and other community locations, and seek to coordinate the delivery of an array of instructional services; and

WHEREAS the parties anticipate that their joint and cooperative effort may be expanded to include other educational institutions in Oregon.

NOW, THEREFORE, THE UNDERSIGNED AGREE:

Section 1 - Name, Purpose and Goals

1(1) The consortium operating under this agreement shall be known as the **Oregon Wireless Instructional Network (Oregon WIN)**.

1(2) The purpose of Oregon WIN shall be to coordinate the planning and distribution of educational telecommunications services primarily via ITFS and to administer the contract with the selected CWCO, Sprint.

1(3) The goals of Oregon WIN shall be:

1(3) (a) To provide educational opportunities to underserved populations within the area served;

1(3)(b) To deliver post-secondary education to individuals, businesses, industries, and non-profit and government entities;

1(3)(c) To develop and promote programs, policies and relationships that support the educational goals of K-12 schools and post-secondary institutions;

1(3)(d) To achieve a coordinated and cost-effective ITFS delivery system;

1(3)(e) To promote the development of instructional programming for delivery over the system;

1(3)(f) To seek additional funding sources to expand the network and its instructional programming and other services;

1(3)(g) To investigate new telecommunications technologies and implement those which will improve services.

1(4) The vision of Oregon WIN is:

Oregon WIN provides an accessible, cost effective, interactive network to serve residents in their homes, work-places, schools, and other community locations. A consortium of K-12 schools, community colleges and universities coordinates the delivery of an array of instructional services. This collaborative approach allows each institution to effectively improve and expand its mission.

Section 2 - Oregon WIN Board

2(1) There hereby is created a seven-person Oregon WIN Board consisting of representatives from the seven institutions that hold ITFS licenses and have signed the lease agreement with Sprint. The Chancellor of OUS and the Presidents of LCC, LBCC, University of Oregon, Oregon State University, Western Oregon University, and Portland State University shall each appoint a representative and an alternate to serve on the Oregon WIN Board. Alternates shall assume all rights of the Board members they represent in the absence of the Board member. Each institution will have a single vote. Appointees shall serve at the pleasure of the respective appointing authority and may be removed and replaced by the appointing authority for any reason.

2(2) The Oregon WIN Board shall advise the Oregon WIN Director in the administration of this Agreement. Unanimous consent among the Oregon WIN Board is required in the following areas:

2(2)(a) The selection of the Director under Section 3, below;

2(2)(b) The yearly operating budget of the Director's office;

2(2)(c) Financial decisions relating to royalty distribution;

- 2(2)(d) Contractual changes to the Sprint Lease Agreement or any successor CWCO agreement;
- 2(2)(e) Approval of agreements with Oregon WIN Participating Institutions;
- 2(2)(f) To dissolve the Oregon WIN Board;
- 2(2)(g) The transfer of an Oregon WIN Board member's ITFS license to another institution.

2(3) The Oregon WIN Board shall meet quarterly, or as determined by the requirements of the Board's business, at a place or by a means designated by the Oregon WIN Chair or Director.

Section 3 - Oregon WIN Director

3(1) The Oregon WIN Board shall recommend the hiring and FTE amount of a Director to OUS. The Chancellor of OUS shall, after the review of the recommendation submitted by the Oregon WIN Board, appoint an Oregon WIN Director to be the parties' agent for dealing with other entities in relation to the parties' ITFS channels. If the Chancellor of OUS is unwilling to appoint the candidate recommended by the Oregon WIN Board, the Chancellor will ask the Board for another recommendation. The Director shall be an employee of OUS.

3(2) The Director shall be the executive officer of the Oregon WIN Board and will carry out the policies and directions of the parties including administration of this Agreement.

3(3) The Director shall be the primary person to communicate and negotiate the parties' interests and concerns with regards to contracts and lease agreements.

3(4) The Director shall provide for all coordination and communication between and amongst the parties relative to Oregon WIN concerns.

3(5) The Director shall incur expenses needed for administration of Oregon WIN within the Oregon WIN Board's approved budget limitations and subject to OUS budgeting.

3(6) The Director shall establish, with unanimous consent of the Oregon WIN Board, administrative and personnel policies to operate Oregon WIN programs and activities. The Director shall follow OUS personnel contracting laws and rules when employing assistants and contracting for consultants or other persons as needed.

3(7) The Oregon WIN Board shall evaluate the Director annually and provide feedback to the Chancellor of OUS prior to extension of the Director's contract.

Section 4 - Participating Institutions

4(1) The parties (OUS, LCC and LBCC) may enter into agreements with other institutions and organizations, to be known as Oregon WIN Participating Institutions, in order to further the purpose and goals of this Agreement.

4(2) Oregon WIN Participating Institutions may be nominated by any Oregon WIN Board member and shall be accepted as a Participating Institution upon unanimous consent of the Oregon WIN Board.

4(3) Participating Institutions shall select a representative and an alternate to develop the Participating Institution Agreement and to attend Oregon WIN Board meetings. In the absence of the representative the alternate assumes all the rights of the representative as set forth in the Participating Institution Agreement.

4(4) Participating Institution Agreements shall be drawn up by the Oregon WIN Board and the representative of the Participating Institution. Agreements will be reviewed by the parties' and the Participating Institution's legal and administrative offices and signed by the parties' and Participating Institution's president or chief executive officer

4(5) Participating Institution representatives will abide by this Agreement and be held responsible for all signed agreements between their institution and the parties to this Agreement.

4(6) Oregon WIN Participating Institution representatives will keep the head of the Participating Institution informed of Oregon WIN activities.

Section 5 - Oregon WIN Officers and Committees

5(1) The officers of Oregon WIN will consist of a Chair and Vice-Chair.

5(2) The Chair or the Director shall call all Oregon WIN meetings and designate their locations.

5(3) The Director shall represent Oregon WIN in communications with other organizations in collaboration with the Chair.

5(4) The Vice-Chair shall represent Oregon WIN in the absence of, or at the direction of, the Chair. The Vice-Chair shall be the Chair-elect for the following year and fulfill the duties of Secretary as requested by the Chair.

5(5) Elected officers shall serve a one-year term, from July 1st through June 30th of the next fiscal year or until replaced. No person shall hold the same office for longer than two consecutive years.

- 5(6) The standing committees of Oregon WIN may include:
 - 5(6)(a) Programming, Scheduling and Marketing Committee
 - 5(6)(b) System Development Committee
 - 5(6)(c) Budget and Contracts Committee
- 5(7) Ad hoc committees may be appointed by the Chair or Director.
- 5(8) Committee chairs shall be appointed by the Oregon WIN Chair.

Section 6 - Conduct of Business

- 6(1) Elections:
 - 6(1)(a) The officers will present a slate of candidates for consideration at the Spring general meeting. Nominations shall also be accepted from the floor.
 - 6(1)(b) Elections of Oregon WIN officers shall be conducted annually by July 1st.
 - 6(1)(c) Officers to be elected by a majority vote of the Oregon WIN Board shall be the Chair and Vice-Chair. The Chair and Vice Chair must be members of the Oregon WIN Board.
- 6(2) The level of an institution's participation in any particular Oregon WIN activity will be determined by that institution at the time the activity is authorized.
- 6(3) The conduct of official business of Oregon WIN shall require a quorum of four members of the Oregon WIN Board.
- 6(4) The fiscal year shall be July 1st through June 30th.
- 6(5) Meetings of the Board shall be governed by Robert's Rules Of Order (Revised) or by consensus.

Section 7 - Funding

- 7(1) The Director's Office shall be funded from income accruing to Oregon WIN. All revenues designated for Oregon WIN shall be deposited with the Controller of OUS and used to further the purposes and conduct the affairs of Oregon WIN. The Controller shall deduct from those payments costs of the operation of the Director's Office, including but not limited to costs for legal services pursuant to Section 8 of this Agreement, and disburse the remaining money as directed by the Oregon WIN Director with unanimous consent among the Oregon WIN Board.

7(2) The parties may sponsor publications or engage in other activities which promote the purposes of Oregon WIN.

7(3) Any fees for use of the Oregon WIN infrastructure, excluding tuition rates, student fees and campus room rates, shall be established by the Oregon WIN Board.

Section 8 - Governing Law and Legal Representation

This Agreement shall be construed in accordance with the laws of the State of Oregon. OUS shall provide or contract for legal services to implement and carry out this Agreement.

Section 9 - Term, Termination and Amendments

9(1) The term of this Agreement shall be five (5) years from the date of the last signature. Six (6) months prior to the termination date of this Agreement, the Oregon WIN Board and the Director will undertake a review of the Agreement and recommend a renewal of the Agreement with any revisions deemed necessary or convenient for the mutual benefit of the parties.

9(2) This Agreement may be amended with a two-thirds majority vote of the Oregon WIN Board and the signatures of the presidents of LCC and LBCC and the Chancellor of OUS. Proposed amendments to this Agreement shall be submitted in writing to the Chair of Oregon WIN forty-five (45) days prior to a Oregon WIN Board vote on the proposed amendments and distributed to Oregon WIN Board Members and Participating Institution Representatives thirty days (30) prior to the Oregon WIN Board vote on the proposed amendments.

9(3) Withdrawal:

9(3)(a) The parties or a Participating Institution wishing to withdraw from Oregon WIN shall make written notification to the Chair and Director of Oregon WIN at least one hundred and twenty (120) days before the effective date of such withdrawal.

9(3)(b) The parties and Participating Institutions have the obligation to fulfill all agreements and commitments made while a member of Oregon WIN.

9(4) Dissolution:

9(4)(a) This Agreement may be dissolved by unanimous consent of the Oregon WIN Board, the signatures of the presidents of LCC and LBCC and the Chancellor of OUS, and upon one hundred and twenty (120) days notice to any and all Participating Institutions.

9(4)(b) In the event of the dissolution of this Agreement, all royalties held by the OUS Controller's Office shall be distributed among the parties on a share basis commensurate with the number of ITFS licenses held by each party.

Section 10 - Merger

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

Section 11 - Funds available and authorized

Each party certifies at the time this Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within each party's current appropriation or limitation, provided, however, that continuation of this Agreement, or any extension, after the end of the current fiscal biennium (June 30, 2003) in which it is written, is contingent upon a new appropriation or limitation or other authorization for the succeeding fiscal period for the purpose of this Agreement.

Section 12 - Signatures

Joseph Cox, Chancellor
Oregon University System

Date

Mary Spilde, President
Lane Community College

Date

Jon Carnahan, President
Linn-Benton Community College

Date