

**NEOSHO COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
MINUTES**

DATE: February 10, 2011

TIME: 5:30 p.m.

PLACE: Student Union, Room 209

PRESENT: Kevin Berthot
Charlie Boaz
Mariam Mih
David Peter

ABSENT: Patricia Griffith
Clint Isaac

PRESENT: Dr. Brian Inbody, President
Ben Smith, VP for Administration
Brenda Krumm, Dean of Outreach and Workforce Development
Eric Tincher, Dean of Student Development
Sandi Solander, Chief Financial Officer
David Smith, Special Assistant to the President/Faculty Member
Nathan Stanley, Faculty Senate
Barbara Flett, OTA Director
Kent Pringle, Board Attorney
Terri Dale, Board Clerk

Mr. Peter called the meeting to order.

III. Public Comment

There were no speakers.

IV. Approval of the Agenda

Mr. Peter asked to amend the agenda. Ottawa Update was added under reports and personnel was added under new business. Upon a motion and a second the agenda was approved as amended. Motion passed.

V. Consent Agenda

The following items were approved by consent.

- A. Minutes from January 13, 2011
- B. Claims for Disbursement for January 2011
- C. Personnel

Consent Agenda Item V-C: Personnel

1. Resignation of Coordinator of Residence and Student Life

It was the President's recommendation that the Board accept the resignation of Brandy Hicks, coordinator of residence and student life. Her resignation is effective June 30, 2011.

Faculty Senate Report: Nathan Stanley, faculty senate president, presented the following report. The nursing faculty reported that Stacey Burk, a first-year nursing student on the Chanute campus, presented at the 27th annual Head Start Parent Conference held Dec. 10 – 14 in Virginia Beach, VA. Ms. Burke is vice president of the Mary Grimes Student Nurses Association and has been an active volunteer with Head Start since her children started going to the Chanute Head Start Center three years ago. She presented a session entitled “Are You Listening? – Relationship Building to Support Family Engagement”. Beverly Roush and other faculty helped Stacey complete her clinicals and exams so that she could attend the conference during the week of final exams.

Linda Barrington, Ottawa nursing instructor, reported that many of her nursing students would be involved in an Ottawa community project. The project is called ‘Life Stories’, and is one of many projects organized by the Ottawa Area Agency on Aging that are designed to integrate the younger and older generations. Students will be interviewing older adults to learn about their ‘Life Stories’. These stories will be compiled into a book that will be given to the elderly interviewees and others in the Ottawa community.

Tosca Harris reported that the debate and forensics teams will be competing at the State tournament held Feb. 18 – 20.

Ruth Zollars, professional development coordinator, reported that during the first half of the academic year, faculty has been busy with professional development activities. Here are some of the figures:

Twenty-four faculty members have applied for funding and/or credit for professional development activities. That is just under half of the total number of faculty members.

There are 61 professional development activities reflected in the applications, including 35 graduate level courses and 26 conferences or seminars. Faculty members have earned or are in the process of earning 98 graduate credit hours and 223 contact hours.

The committee has disbursed a total of \$20,069.18 to support these activities. That is almost half of the fund provided for the year.

Ottawa Educational Facility Update Report: Ben Smith, project director for the new facility in Ottawa submitted the following written report and answered questions about the project.

I. KDOT Street Improvements

Mr. Smith is still waiting on comments from KDOT on the detailed design and will have to address those comments. Construction is still scheduled for completion this summer, depending upon the KDOT approval process.

II. Furnishings and Equipment

Virtually all furniture and equipment has been ordered and on the way, with a few minor exceptions. Mr. Smith is coordinating the delivery and installation of classroom furniture for the south wing and office furniture. They are staging some equipment in the classrooms which are 99% complete.

III. Project Design Meetings

No additional design meetings are anticipated at this time.

IV. Project Progress meetings

Bi-weekly project progress meetings continue with the contractor and subs on-site.

V. Latest News

Sitework/Exterior

- Water and gas services are both complete with meters installed. Sewer is close, but they're having trouble with the rock excavation.
- Once the weather clears, they will install the south retaining wall and the remaining storm piping for the downspouts on the east side of the building. This will be required to complete the road grading and install the east emergency drive.
- Site concrete and grading is on hold until the weather improves. They will focus on the remaining sidewalks needed for access to the building, the emergency road and the surface paving once weather cooperates. Items like landscaping, some final grading and patios will occur after occupancy.

Building shell

- The building envelope is essentially complete. Metal doors need to be painted and some minor building caulking needs to be completed.
- The screening for the RTU still needs to be addressed.

Building interior

- Drywall is complete throughout the building. Painting is 100% complete except for touchup as needed, although exterior doors are excluded.
- Ceiling grid is installed throughout the building with lighting and HVAC grills complete. The south wing and about half of the building core has ceiling tile installed as well. The above ceiling inspection passed on north wing today, so the remaining ceiling tile will be installed by early next week.
- Cabinets are being installed throughout and should be nearly complete up to the sim hospital by the end of the week. Added two laborers to speed this process up.
- Carpet is installed in the south wing and floor tile is going in the hallways this week.
- Remainder of floor material for the north wing and sim hospital should deliver tomorrow.
- Slat board for bookstore has been delivered.
- Fireplace rock and hearth in production and should be delivered for installation starting next week.
- Bathrooms have been tiled and toilet partitions are going in.
- Interior doors and hardware arrived yesterday and will begin going in the south wing as soon as the hinges arrive.
- Many specialty items such as lab sinks and hoods, wall protection, etc continue to arrive.
- Phone lines were pulled into the building yesterday.

- AT&T was there today installing the fiber and copper box at the dmarc.
- They plan to do first punch list in south wing next Tuesday, and then delivery of furniture will begin.
- Caught a couple of glitches in design—classroom lights, cabinetry in bookstore and office copy room.

Relocation project

- Dale Ernst, Kerry Ranabargar and Mr. Smith met with the movers to do detail planning for the move, currently scheduled to start Friday, March 18, 2011. They feel confident that the move can be accomplished by the close of business on Tuesday, March 22, 2011.
- They will have moving training sessions in the next few weeks with faculty and staff, describing detail moving, packing and labeling instructions.
- The moving company provides all the boxes and moving materials, as well as protective devices to protect the flooring and walls of the new facility.

Grand Opening

- The Grand Opening Committee continues to work on details for the grand opening for the facility scheduled for May 5, 2011. Nearly 1,800 “Save the date” postcards will be mailed out for the event in the coming weeks with formal invitations to follow.

VI. Project Budget

- The project is over budget a small percentage due to additions to the project scope. A copy of the Project Change Proposal Log is attached for your convenience. Overages will be funded from the technology fee fund and the existing Ottawa “other” budget as planned.

VII. Project Timeline Dates and Estimates

- Mid June – Detailed design work on street improvements to Logan Street (on-going thru much of Fall/Winter 2010 because of KDOT review process – construction work scheduled summer 2011)
- July 1 – Break ground
- July 20 - Power line relocation complete
- August 3 – GeoPier process completed
- August 6 - Site rough grading complete
- September 7 – Concrete slabs complete
- September 8 – First load of structural steel delivered
- September 9 -14 – Erect core
- September 10-15 – Core sheeting completed
- September 15-21 – Erect north and south building core
- September 17-22 – North and south wing sheeting
- September 22-30 – Standing seam roof on Core, then North and South wings
- October – Exterior wall panel installation
- Late October-November – Brick and EIFS installation
- Late October-early November – curbing complete and initial parking lot asphalt complete
- November 11 – TV/monitor bids to board for approval

Dean of Outreach and Workforce Development Report: Brenda Krumm, Dean of Outreach and Workforce Development, presented the following report.

Neosho County Community College is active in the Efficiency Kansas' **Take Charge Challenge** competition to become the most energy efficient city among the five communities in Southeast Kansas who are competing for a \$100,000 community project (yet to be determined!). The competition includes the cities of Iola, Fort Scott, Parsons, and Pittsburg.

The first three light bulb trade-in dates have been established for community members to trade in old light bulbs for an equal number of CFL light bulbs.

February 10 at the Soupline

February 11 at the CHS basketball games

February 12 at the NCCC basketball games

ADULT BASIC EDUCATION/ DEVELOPMENTAL EDUCATION

- Kansas is submitting another grant to move Adult Basic Education students into technical programs through joint ABE and program advising. This is the third round of KAN-GO funding and NCCC has been fortunate to receive this funding in the past.
- 16 students enrolled at PSU in intermediate algebra this spring and the student comments have been very good. This student comments as well as the student success data is being used to market our developmental education program to Emporia State University.

MEDICAL ASSISTANT PROGRAM

- 29 students continue toward completion of the medical assistant certificate this spring.
- The new Phlebotomy program has 25 students enrolled.
- One additional course is being developed to increase the total credit hours in the Phlebotomy program to 16, making it a KBOR recognized/approved certificate program.

HEALTH INFORMATION TECHNOLOGY (HIT)

Enrollment is up in the HIT and Coding programs. Currently 20 students are enrolled in the HIT program and 29 in the coding program.

LIFETIME LEARNING

The NCCC Senior Ambassadors will be handing out Valentine Candy to NCCC students on Monday, February 14th.

ALLIED HEALTH

- John Messenger, retired NCCC developmental education and ABE instructor, passed away on February 3rd. John was actively teaching 3 sections of Medical Terminology (66 students) at the time of his death.
- The daytime offering of nurse aide training in Ottawa has been successful 3 semesters in a row. Enrollment is at 17.
- The staff are offering customized nutrition assistant course for Chanute Health Care.
- The Community-Based Job Training Grant has provided 86 scholarships for students to enroll in allied health courses.

- New nurse aide and medication aide courses started January 18th at Eudora High School.

OUTREACH/CONCURRENT

In-district outreach enrollment numbers are up in student headcount (248 vs 241) over this time last year; but down in credit hours (1408 vs 1606). More students are enrolling, but they are taking fewer courses. This could be a result of the economy and it may be a result of increased Advanced Placement course options.

CONSTRUCTION TECHNOLOGY

The 12 construction students are busy working on the Sustainable Energy Laboratory which should be ready for use the end of February.

Bud Moore and Bobbie Forrest have been working with architects hired by Greenbush to finalize the plans for the lodges that will begin in March.

WELDING

Will Jordan reports that he is excited to see students become locally employed, however layoffs have impacted some of his students. Some graduates are working in Texas for \$22/hr and one joining the Union in KC for \$32/hr.

The annual NCCC welding competition is scheduled for March 30, 2011.

ENERGY MANAGEMENT

Craig Knight and Bud Moore have completed three of the required eight weatherization workshops in Kansas. They've completed training in Great Bend, Chanute, and Junction City. The Andover training was postponed due to weather.

The Sustainable Energy Laboratory House is nearing completion and will be ready for use during the Energy Auditor course scheduled for February 21, 2011. Several tours have been given of the lab.

The geothermal trainer and solar trainers will arrive this week and will be installed at the sustainable energy house as soon as weather permits.

TITLE III GRANT

- Hired Kelly Warren as the Surgical Technology program director.
- Started surgical technology courses this semester in Ottawa.
- 18 students started the courses; 16 are continuing
- Accreditation processes have begun for the surgical technology program.
- Hired Barbara Flett as the Occupational Therapy program director.
- Currently have 70 students on the "interest list".
- Accreditation processes have begun for the OTA program.

RSVP Grant

Patty Allen is excited that SEK-RSVP is celebrating its 6-month anniversary being sponsored by NCCC!

Upcoming events include Volunteer Recognitions in Woodson and Allen Counties. “Volunteers are the Heart of the Community” is the theme of the celebrations that will take place to honor volunteers in February. Over 150 volunteers will receive a “Red Carpet” treatment from area leaders and enjoy great food and entertainment. Volunteer recognitions will follow later in Neosho and Bourbon counties.

Preparations are being started for the “Take Me Out to the Ballgame” to be held on April 16th at NCCC.

TRIO GRANTS

Student Support Services (STARS)

- They will be going to Denver this year for our year end trip
- Met all their Objectives for the last year of our previous grant cycle Including Good Academic Standing (92.94%), Eligibility Criteria 73.52%, Disability/Low Income Disability 37.50%, 170 persons served
- APR was submitted today, February 10th

Talent Search

- Staff is busy assisting the graduating seniors complete FASFA forms and applying for college admissions, and prepare for the ACT exam.
- Students from the Talent Search schools will be attending the NCCC Panther Preview Day
- Select students will attend Sky Ranch Camp in Quapaw, OK on February 18 – 20, 2011.
- Seniors who meet eligibility requirements will be taking a trip to Atlanta, GA on March 18- 20, 2011.
- A total of 453 students will be taking educational trips with the Talent Search staff from now through April 16, 2011.

Upward Bound

In December, Upward Bound students created and sent holiday ornaments to residents at the Kansas Veterans Home (KVH) in Winfield, Kansas. The Kansas Veterans Home provides residential care for veterans and eligible dependents.

Students in the Upward Bound Program learned about a variety of career options in January. Local professionals were invited to speak to students about a career in their field. Some of the items that the speakers shared about their careers included: educational requirements for their positions, expected salaries, job expectations, and the pros/cons of their respective careers. The featured speakers were Linda Jones (Accounting Instructor at NCCC), Kerry Ranabargar (Director of Technology Services at NCCC), Jerry Daniels (Pilot for Eagle Med), and Erin O’Brien (a graduate of the Upward Bound Program and a student at Pittsburg State University pursuing her Master’s Degree in Engineering Technology).

Upward Bound is currently working on a community service project to assemble and send craft kits to long term patients at that Children’s Mercy Hospital in Kansas City, Missouri. The

Coordinator for Volunteer Services at Children’s Mercy indicated that one of the greatest community service needs at the hospital is activities for the long term patients.

COLLEGE-BOUND CLASS (CBC) GEAR UP PROJECT

This is the last academic year of the GEAR UP grant. A new award opportunity will come up in early 2011 and NCCC will apply to receive another GEAR UP grant.

- Upcoming spring 2011 semester events and activities
 - Staff attending the NCCEP/GEAR UP Capacity Building Workshop in Orlando in February 2011
 - campus visitations to area technical schools, community colleges and universities through general, career or “Senior Days” at Pittsburg State University, Park University, Heritage College, Ozark Christian College, Missouri State University, Wichita Area Technical College, Labette Community College, and Neosho County Community College
 - utilizing “Off to College” curriculum in classroom visitations
 - In addition new activities and opportunities are being developed at a rapid pace based on needs by program participants.

Treasurer’s Report: Sandi Solander, Chief Financial Officer, distributed financial reports for the month ending January 31, 2011. Ms. Solander told the board that the College had received almost two million dollars from the county and 1.2 million from the state for an ending balance of \$7,686,360.28.

President’s Report: Dr. Brian Inbody, President, thanked the Board for their devotion to serving on the Board and for their time and gave the following report.

Enrollment

Enrollment looks good for the spring semester with the College being up about 13% overall right now. Enrollment has ended for semester-length classes, but there is a large group of classes that start throughout the semester. The College planned a larger than normal set of courses to coincide with the opening of the new campus, so there might have more of a surge in the “mini” courses or courses that are less than sixteen weeks long. Below is the latest chart:

Spring Semester

CAMPUS	YEAR CODE	TERM CODE	RUN DATE	STUDENT TOTAL	CREDIT HOUR TOTAL	% INCREASE OR DECREASE
TOTAL	2009	50	2-11-10	2,512	16,948.5	
TOTAL	2010	50	2-11-11	2,838	19,133.5	12.89%
CHANUTE	2009	50	2-11-10	599	5,868.5	
CHANUTE	2010	50	2-11-11	631	6,292.5	7.23%
OTTAWA	2009	50	2-11-10	676	4,611	

OTTAWA	2010	50	2-11-11	777	5,525	19.82%
ONL	2009	50	2-11-10	737	3,533	
ONL	2010	50	2-11-11	928	4,587	29.83%
ODO	2009	50	2-11-10	259	1,330	
ODO	2009	50	2-11-11	254	1,321	-.68%
IDO	2009	50	2-11-10	241	1,606	
IDO	2010	50	2-11-11	248	1,408	-12.33%

VPSL Search

There are 28 applicants for the Vice President of Student Learning position. The search committee has met and has narrowed the group to four and will be scheduling day-long interviews with the finalists. Linda Jones who chairs the committee informed Dr. Inbody that the committee is very satisfied with the quality of the applicants. The candidates will be seen by staff, faculty, students and administrators throughout the day.

Performance Agreements

The College must complete a set of Performance Agreements with the state. These agreements represent a contract between NCCC and KBOR to improve areas of the College. If the College successfully completes the agreements then the College will receive 100% of any new money earned through higher enrollments. If the College fails to meet the agreements then part or all of any new money will be delayed by one year.

Attached is the performance agreement report for 2010. The College made or exceeded thirteen targets and failed to make four targets. The report is due March 1st and Dr. Inbody will be asked to defend it before a subcommittee of KBOR in the coming months.

Chapman Bathroom Contract

Work continues on the Chapman bathroom contract. The bathroom will be redesigned to be fully ADA compliant and will match the bathrooms at the new Ottawa campus. Pending contract approval from the Board, the work should begin this summer. Dr. Inbody will be bringing a contract to the Board in the near future.

Rowland Hall Contract and Renovation

Contract work continues on Rowland Hall to create the simulation hospital and business area in that building. Some of the project can begin this summer with office construction and work back in the former construction and welding labs, which are not in use. Other work will need to occur after October 1, due to the beginning of Title III funding year. College maintenance personnel will be handling some of the office construction while Lloyd Builders, if approved by the Board, will be doing the work of building the sim hospital.

Possible Student Union Cafeteria Renovation

Great Western is a contract company that handles all food service for the College. Robb Krumm with Great Western is working with the College on a possible renovation of the cafeteria where Great Western would pay for the renovation in exchange for a longer contract. The interior

designer that Great Western has on contract will be here next week to discuss what changes could be made and to suggest some design options. Dr. Inbody may be bringing a new contract for Great Western's services to the College to a future meeting, depending on how these meetings go.

HHS Grant at Chanute

The HHS grant is helping the College fully outfit the sim hospital at Ottawa. Also in the grant was some new equipment for Chanute. Sarah Robb's lab now has a very large incubator, about the size of a large refrigerator, and is using it for microbiology class this semester.

USD 413 Superintendent Search

Dr. Inbody was asked to act as a moderator for the community/business leader interviews of the candidates for USD 413 Superintendent. There were two candidates to interview and both had many strengths. Dr. Inbody said he was happy to have a role in the selection of one of the most important partners NCCC has.

Board Membership

Dr. Inbody reported he has accepted invitations to join the SEK Inc. board in the area of workforce development and with the Chanute new economic development board. He has also been named to a strategic planning committee for state-wide Adult Basic Education. Ben Smith has accepted a position with Local Emergency Planning Committee.

Honors/Awards

Brenda Krumm was selected for the Chanute Chamber Four-Square Award in the area of education. She received the award Monday night at their annual banquet.

Agenda Item VII-A: Annual Review of Vision Statement (second reading)

Part of the Fall In-Service activities included dividing employees into small groups to address areas of concerns from three recent college surveys: the Noel-Levitz Student Satisfaction Survey, the annual employee survey, and the study conducted by Wichita State University that included a community survey. Each small group brainstormed ideas to solve the problems listed from each survey.

One of the comments was regarding the Vision statement and why staff was not mentioned in the statement regarding leadership and excellence in faculty and administration. It was noted that staff are an important part of the college and should be included with faculty and administration. The Executive Committee recommended that the Vision statement be revised to include staff. I concur with the recommendation of the executive committee. The revision was presented at the January meeting for a first reading. Dr. Inbody asked the Board to approve the revised Vision statement.

Current Vision statement

Vision
(revised 12/10/09)

Neosho County Community College will grow and expand through serving students with innovative, creative programs based on leadership and excellence in faculty and administration and be the premier community college in Kansas.

Proposed Vision statement

Neosho County Community College will grow and expand through serving students with innovative, creative programs based on leadership and excellence in faculty, administration and **staff** and be the premier community college in Kansas.

Resolution 2011-7

RESOLVED, that the Board of Trustees of Neosho County Community College approves the revised Vision statement as presented above.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Agenda Item VIII-A: Bids of Security Cameras for Ottawa Facility

Due to the drastic increase in the square footage of the new facility it is necessary to add several new video surveillance cameras. Formal bid specifications were developed for the project (see attached). These specifications provide detailed information on the specific hardware that will be required. Please note that we specifically asked that installation services not be included as part of these proposals because we prefer to have our current security system vendor install and support the system. Acceptance of any bid is contingent on the ability of the vendor to delay delivery at the specified bid price until our newly constructed building in Ottawa, KS is substantially complete. Actual delivery date will be supplied to the vendor as soon as practicable and will be based on the actual project schedule. Estimated delivery date will be on or about March 1, 2011 to NCCC, 900 E. Logan, Ottawa, KS 66067.

Notices were placed in the Chanute and Ottawa papers and bids were solicited from the following companies:

Company	City	State
Advance Detection Security Systems, Inc.	Overland Park	KS
All Systems Designed Solutions, Inc.	Kansas City	KS
Atronic Alarms, Inc	Lenexa	KS
Electronic Contracting Company	Wichita	KS
Oppliger Banking Systems	Olathe	KS
Praetorian Protection Services, Inc.	Chanute	KS
Security Equipment, Inc	Kansas City	KS

The following sealed bids were received:

Company	Total Bid
Praetorian Protection Services, Inc.	\$29640.00
All Systems Designed Solutions, Inc.	\$30765.32
Alexander Open Systems, Inc.	\$31824.05
Electronic Contracting Company	\$32394.00
Atronic Alarms, Inc	\$34890.32
MP Nexlevel LLC.	\$37003.53
MQH Audio & Video	\$37798.96
Advance Detection Security Systems, Inc.	\$45179.80

Praetorian Protection Services, Inc. met the bid requirements and it was the President's recommendation that the Board accept the bid for the Ottawa educational facility Bosch cameras as specified for \$29,640.00 from Praetorian Protection Services, Inc of Chanute, Kansas. Funding for the project was included in the Ottawa educational facility budget.

Resolution 2011-8

RESOLVED, that the Board of Trustees of Neosho County Community College accepts the bid of \$29,640.00 from Praetorian Protection Services, Inc. of Chanute, Kansas for Bosch cameras for the Ottawa facility.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Bosch Video Camera Hardware

Invitation to Bid

The Board of Trustees of Neosho County Community College (NCCC) is seeking bids for the following items:

Quantity	Part Number	Description
<i>Hardware/Software</i>		
1	Bosch BRS-DVD-32A	BOSCH RECORDING STATION SOFTWARE DVD, 32 IP CHANNEL LICENSE AND INSTALLATION MANUAL
1	Bosch DLA-AIOL0-04AT1T	DLA 1400 SERIES IP VIDEO STORAGE APPLIANCE, 1U (4-BAY) RACK MOUNT CHASSIS, RAID-5, 4TB (4 X 1TB) HOT-SWAPPABLE HDD
<i>Parking Lot Cameras</i>		
**2	Bosch VDN-498V03-21	FLEXIDOME 2X, DAY/NIGHT, WDR, 540TVL, NTSC, 12VDC/24VAC, 60HZ, 2.8-10MM F1.2 VARIFOCAL, WHITE, FLUSH MOUNT
**2	Bosch VDA-445-WMT	WALL MOUNT FOR FLEXIDOME VF, XT+, XF AND DN SERIES
**2	Bosch UPA-2430-60	POWER SUPPLY, 120VAC, 60HZ INPUT, 24VAC, 60HZ, 30VA OUTPUT
2	Bosch VJT-X20S	VIDEOJET X20 MPEG-4 RUGGED ENCODER, BILINX, EXCL. PSU
2	Bosch VJT-XACC-PSN	VIDEOJET X10/20/40 EXTERNAL WIDE-RANGE NORMAL TEMP PSU
<i>Parapet Mount Cameras</i>		
2	Bosch VG4-162-ECE0R	100 SERIES FIXED 2.7-13.5MM D/N NTSC, ENVIRO/ROOF, 24 VAC, IP CLEAR BUBBLE
2	Bosch UPA-2450-60	POWER SUPPLY, 120VAC 60Hz INPUT, 24VAC 50VA OUTPUT
<i>Outdoor Cameras</i>		
6	Bosch NDN-498V03-21P	IP FLEXIDOME, 2X DAY/NIGHT, 1/3-INCH, 2.8-10MM, H.264, NTSC, POE, FLUSH MT
6	Bosch VDA-WMT-DOME	WALL MOUNT FOR FLEXIDOME
<i>Indoor Cameras</i>		
17	Bosch NDC-455V03-21P	IP FLEXIDOME, 1/3-INCH COLOR, NIGHTSENSE, 2.8-10MM, H.264, NTSC, POE, FLUSH MT

**** NCCC will have the option to buy up to 4 of these items at the bid price if budget allows**

NOTE:

1. The bid for the equipment listed above must include all parts, and hardware, etc. necessary for a professional installation.
2. All parts are to be covered by a three-year warranty.
3. This bid will be for equipment listed above only. No installation services should be included.
4. No part substitutions will be allowed.

Bids must be submitted via mail by sending them in a sealed envelope marked

Bosch Video Camera Hardware to:

Attn: Sandi Solander

Neosho County Community College,
800 W. 14th Street, Chanute, Ks. 66720

All bids must be submitted to NCCC by 4:00 p.m. Wednesday, January 26, 2011 to be considered. Bids shall be opened on Thursday January 27, 2011 at 4:00 p.m. in the CFO office in Sanders Hall on the Chanute campus. We anticipate that a recommendation on the bids will be made to the NCCC Board of Trustees at the board meeting at 5:30 p.m. on February 10th, 2011 in Room 209 of the Student Union on the Chanute campus. The Board of Trustees reserves the right to reject any or all bids and to determine whether or not specifications have been met. Bids are expected to be firm quotations and should not be presented as estimates.

Agenda Item VIII-B: Chapman Library Elevator Replacement Design Build Contract

Neosho County Community College (College) continues to make progress on the funding and implementation of the Capital Improvement Plan (CIP), thereby reducing the deferred maintenance project backlog. At the January 13, 2011 meeting, the Board approved a policy establishing a Deferred Maintenance Fund which will be used to fund projects listed in the CIP. In addition, at the December 9, 2010 meeting, the Board had already approved funding up to \$200,000 of CIP projects this year specifically from this fund, pending Board approval.

When the ISES Corporation completed their Facility Condition Analysis of the NCCC Chanute campus in January, 2007, they reported the second most serious accessibility issue on this campus was the lack of an appropriate handicapped-accessible elevator and restrooms in Chapman Library (the most serious accessibility issue at that time was the lack of an appropriate handicapped-accessible ramp on the rear exit of the Chapman Library—this ramp was completed in 2008). Therefore, these accessibility projects in Chapman Library became a part of the NCCC Capital Improvement Plan in 2007. Regarding the Chapman elevator, the elevator repair company reported that the elevator is the oldest phenolic-relay elevator they still maintain in Kansas. The elevator is original to the building (1967) and is in need of constant repair.

The Board has given the college administration direction to proceed to replace the Chapman Library elevator and renovate the restrooms to meet current accessibility statutes and guidelines. Because of the need to get the actual elevator ordered (which can take 12 weeks to receive), the administration has recommended two different design/build contracts be developed. They are:

1. Chapman Library elevator replacement design/build contract (funding for the elevator project will come from the Barbee Trust fund)
2. Chapman Library/CAVE restroom renovation design/build contract (funding for the restroom renovation project will come from the Deferred Maintenance Fund)

The work for both contracts will be accomplished at the same time during this summer and the contracts will actually be run as a single project by the contractor to save funding. The contractor and engineers are ready to complete the design process and move forward with the ordering/scheduling process for the project. This design/build contract obligates the Board of Trustees to engage Loyd Builders of Ottawa, KS as the design/build firm for this project. Local subcontractors will be utilized as much as feasible for the project. A copy of the elevator design/build contract will be delivered to board members prior to the meeting. There is some urgency to get the elevator for the project on order. Loyd Builders will design and implement the elevator replacement project in conjunction with the renovation of the restroom areas of the facility. A contract for the recommended restroom renovations will be brought to the board in March.

Funding for the elevator project will come from the Barbee Trust fund. It was the President's recommendation that the Board approve the design/build contract for the Chapman Library elevator replacement project as specified for \$141,789.00 with Loyd Builders of Ottawa, Kansas.

Resolution 2011-9

RESOLVED, that the Board of Trustees of Neosho County Community College approves the design/build contract for the Chapman Library elevator replacement project as specified for \$141,789.00 with Loyd Builders of Ottawa, Kansas.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Amended Agenda Item VIII-C: EBS License Long-term Lease Agreement

The College has several over the air frequencies given to NCCC by the FCC for use in an educational capacity. In the past the college leased these frequencies to various businesses that had the intent to provide wireless cable television or wireless internet service. Xanadoo was the most recent company to contract for the frequencies. Xanadoo has not paid the required lease amount for the past six months. The College and Xanadoo have signed a letter of agreement to end the lease. This allows the College to seek others who might wish to lease the frequencies.

The City of Chanute wished to enter into an agreement to lease the frequencies for the purpose of wireless meter-reading and other uses, such as wireless internet. They have agreed to:

- Put in place all equipment to begin transmitting with the frequencies so that the College meets the FCC requirement that the frequencies be used;
- Give the College \$250 a month credit off of the cost of our internet service for five years. At the end of the five years the lease amount will be increased according to inflation rates;
- Pay the college 10% of any retained earnings made from those frequencies;
- Provide the college with three “dongles,” devices that plug into a computer that allows it to receive internet service (dongles are about \$500 each);
- Not charge the college for use of the wireless service to receive internet for whatever dongles we purchase beyond the three provided free.
-

This agreement has been approved by the Board attorney. Dr. Inbody recommended the Board approve this agreement.

Resolution 2011-10

RESOLVED, that the Board of Trustees of Neosho County Community College approves the agreement with the City of Chanute to lease EBS frequencies for the purpose of wireless meter-reading and other uses, such as wireless internet, according to the terms of the agreement and authorizes the President to accept appropriate changes to the agreement.

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

EBS LONG TERM DE FACTO LEASE AGREEMENT

THIS EBS Long Term De Facto Lease Agreement (“Agreement”) is entered into this 10th day of February, 2011, by and between NEOSHO COUNTY COMMUNITY COLLEGE, with its administrative offices at 800 W. 14th Street, Chanute, Kansas 66720 (“Licensee”) and the CITY OF CHANUTE, a municipal corporation, with its principal offices at 101 South Lincoln, Chanute, Kansas, (“Operator”). Licensee and Operator shall be referred to collectively herein as the “parties,” and individually as a “party.” This Agreement shall be binding upon the parties as of the date of execution, and those rights, duties and responsibilities that can be performed by the parties prior to FCC consent to the FCC Long Term Lease Application (as hereinafter defined) shall be performed.

RECITALS

WHEREAS, Licensee holds a license (“License”) issued by the Federal Communications Commission (“FCC”) to operate Educational Broadband Service (“EBS”) Station WLX280 (the “Station”) on Channels A1, A2, A3 & A4 in the Chanute, Kansas market area (the “Market”) and may be granted associated or transitioned spectrum and guardband (each a “Channel” and, collectively, the “Channels”);

WHEREAS, Licensee is willing to permit Operator to use its Excess Capacity (as hereinafter defined) on the Channels pursuant to the terms and conditions of this Agreement, and Operator desires to use such capacity, together with any other spectrum Operator may lease or license in the Market, to provide Advanced Wireless Services (the “Wireless System”).

In consideration of the mutual promises set forth below, the parties agree as follows:

TERMS AND CONDITIONS

1. Term.

(i) **Initial Term.** The initial term shall begin on the date the FCC approves the FCC Long Term Lease Application (as hereinafter defined) filed by the parties with respect to this Agreement pursuant to Section 7(i) hereof (the “Commencement Date”), and shall continue for a period of ten (10) years (the “Initial Term”) conditioned only upon: (1) if required under FCC rules, the parties’ application to the FCC for approval of the renewal of this Agreement, which application shall be filed with the FCC at least twenty-one (21) days prior to the expiration of the License, and the FCC's grant thereof; and (2) the FCC's renewal of the License; provided, however, that in the event of a reconsideration of the grant of the FCC Long Term Lease Application, as discussed in Section 7(i) hereof, the commencement of the Initial Term may be delayed at Operator’s option.

(ii) **Extended Term.** Further extensions of the term of this Lease shall be subject to negotiation between the parties.

2. Wireless Services; Advanced Wireless Services; Transition.

(i) Wireless Services; Advanced Wireless Services.

(1) The parties acknowledge and agree that, as of the date of this Agreement, Operator intends to offer Advanced Wireless Services over the Wireless System in the Market, and not Wireless Services. For purposes of this Agreement, “Wireless Services” shall be defined as analog or digital video service, or one-way digital Internet access service. Operator has no intention of continuing operation of any Wireless Services that may be active in the Market as of execution of this Agreement, and the parties agree that Operator may (but shall not be required to) to cause such Wireless Services to be discontinued, subject only to compliance with FCC Rules. Unless the parties otherwise agree, Licensee’s educational Wireless Services on the Channels, if any, shall also be discontinued after the Commencement Date in favor of implementation of Advanced Wireless Services, subject only to compliance with FCC Rules. The parties agree that discontinuance of Wireless Services shall not be considered a default by Operator hereunder, provided such discontinuance is in conformance with FCC Rules and does not result in a Loss (as hereinafter defined).

(2) Operator shall have no responsibility for dismantling any existing Wireless Services Transmission Facilities (as hereinafter defined) or for any costs associated with dismantling such facilities for the Channels. For purposes of this Agreement, “Wireless Services Transmission Facilities” shall be defined to include, but shall not be limited to, the Tower, transmitter(s), combiner, transmission line, EBS antenna, STL antenna, receiver and related equipment and hardware (if any), as well as the STL antenna and transmitter located at Licensee’s control center (if any), and any modifications, additions, or replacements to the foregoing.

(3) Operator intends to construct facilities for Advanced Wireless Services (such facilities, and any modifications and additions thereto, referred to as “Advanced Wireless Services Transmission Facilities”) in accordance with applicable FCC Rules at Operator’s sole cost and expense that may be utilized to assist Licensee in meeting whatever “substantial service” or performance or build-out benchmarks the FCC may adopt as a condition of renewing EBS licenses. While the legal responsibility for meeting any performance or build-out requirements applicable under the License remains the responsibility of Licensee and is not delegable to Operator, Licensee may attribute to itself the build-out or performance activities of Operator for purposes of complying with any substantial service, build-out or performance requirements applicable to the License.

(ii) Transition The FCC expects that most EBS and BRS licensees will, if they have not already; transition their spectrum to a new spectrum plan pursuant to Sections 27.1230 through 27.1235 of the FCC’s Rules within the time period specified by the FCC (the “Transition”). Licensee agrees that it will cooperate with all activities undertaken by Operator as part of a Transition to the new spectrum plan, including but not limited to filing any FCC notifications or applications submitted by Operator at Operator’s sole cost and expense which may be necessary.

3. Use of Excess Capacity Airtime The term “Airtime” as used in this Agreement

means all the capacity on the Channels, including all of Licensee's capacity in the Lower Band Segment, Middle Band Segment, and Upper Band Segment, all subcarriers, subchannels, blanking intervals, second audio carriers, guardband and any other spectrum, capacity, rights or transmission medium associated with the Channels, as the same exists today and as may be granted to Licensee by the FCC during the Term. To the extent allowed by FCC Rules, and any amendments thereof, Licensee hereby leases to Operator the exclusive use of all Excess Capacity on the Channels. The term "Excess Capacity" means all Airtime on the Channels apart from Licensee's Primary & Ready Recapture Airtime (defined below). Operator shall be entitled to use the Excess Capacity for any purpose allowed by the FCC. Licensee covenants and agrees that so long as Operator is not in breach of this Agreement, Operator may peaceably and quietly enjoy the Excess Capacity, subject at all times to the terms and conditions of this Agreement. In furtherance of the foregoing, Licensee shall not take or fail to take any action which may have a material adverse effect on Operator's right to possession and peaceable enjoyment of the Excess Capacity. If, pursuant to changes in FCC Rules, the parties have additional flexibility in implementing Operator's use of Excess Capacity, then Licensee and Operator agree to implement such flexibility and, if necessary, to negotiate revisions to this Agreement which will be mutually beneficial to both parties and which will maximize the availability of Airtime on the Channels for Operator's use.

4. Licensee's Primary & Ready Recapture Airtime.

(i) **Defined.** The term "Licensee's Primary & Ready Recapture Airtime" shall describe the Airtime that is required to be set aside for Licensee's use pursuant to FCC rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by Operator from time to time, Licensee's Primary & Ready Recapture Airtime may be shifted or loaded on any Channel, or portion thereof, that is part of Operator's Wireless System. Licensee will relinquish its Primary & Ready Recapture Airtime to Operator for Operator's exclusive use in the event the FCC eliminates minimum educational programming requirements for the Channels. For purposes of this Agreement, the terms "Licensee's Primary and Ready Recapture Airtime" and "Advanced Wireless Services Reserved Capacity" shall be used interchangeably.

(ii) **Advanced Wireless Services Reserved Capacity.** So long as the FCC requires EBS licensees to observe a minimum educational programming requirement, Licensee's Primary & Ready Recapture Airtime shall be the greater of: 5% of the digital capacity created on the Channels, or the Airtime required to meet the obligations of an EBS licensee under the FCC's rules and regulations. Five percent (5%) of the digital capacity on the Channels shall be measured by determining the product of (x) the ratio of the total amount of spectrum (in MHz) assigned to Licensee's Channel(s) utilized by Operator to provide Advanced Wireless Services divided by the total amount of spectrum (in MHz) assigned to all BRS and EBS channels utilized by Operator to provide Advanced Wireless Services in the Market and (y) the aggregate throughput capacity of Operator's Wireless System radio transmission and reception equipment operating on all BRS and EBS Channels utilized in the Wireless System in the Market (including those that are utilized at more than one location due to frequency re-use) at the time of determination. For example, and for purposes of illustration only, if Operator utilizes eight (8) EBS and/or BRS channels on its Wireless System in the Market, four (4) of which are Licensee Channels, and the aggregate system capacity of Operator's Wireless System is 500 mbps,

Advanced Wireless Services Reserved Capacity would be 12.5 mbps ($4/8 \times 500 \text{ mbps} \times 5\% = 12.5 \text{ mbps}$). Licensee recognizes that Operator has an interest in limiting the Advanced Wireless Services Reserved Capacity to five percent (5%) in order to preserve capacity for Operator's services. Accordingly, Operator, at its expense, may use available technical and other means to restrict any excess usage.

(iii) Use. Licensee shall use Licensee's Primary & Ready Recapture Airtime for non-commercial, non-profit, instructional purposes only. Licensee agrees that by its own action, or through a third party, it will not utilize any part of the Channels to create or operate any service that is in competition with the current, planned or future commercial services provided by Operator's System. It is the mutual understanding of the parties that the purpose of Licensee's use of Licensee's Primary and Ready Recapture Airtime is and shall be non-profit and educational. Licensee shall not, directly or indirectly, acting alone, through an affiliate, or as a member of a partnership or other business entity offer, provide or deliver a competing service to Operator's System, or lease or license any part of the Channels to a third party that offers, provides or delivers a competing service to Operator's System.

(iv) Use of Middle Band Segment Channel. Consistent with FCC Rules regarding channel loading, the parties agree that after the Channels are subject to a Transition, and the FCC grants Licensee a Channel in the Middle Band Segment (the "Middle Band Segment Channel"), Operator may choose, at its option, to load all of Licensee's Primary and Ready Recapture Airtime onto the Middle Band Segment Channel, with any remaining Excess Capacity Airtime on such Channel to be leased to Operator. Licensee agrees, at Operator's option, that the Middle Band Segment Channel may be used for any services permitted under the FCC Rules.

(v) Spectrum Changes. Prior to taking any voluntary action pursuant to which Licensee may convert, swap, exchange, relinquish or in any way transfer, its License or the Channels for the same, similar or different spectrum, licenses, channels and/or other consideration, in the same or different market areas (the "FCC Rights"), Licensee will obtain Operator's written consent to such action, which may be withheld in Operator's discretion. Subject to reservation of certain channel capacity by Licensee in accordance with FCC Rules, all such FCC Rights will inure solely to the benefit, and be exclusively available for use by, Operator during the Term. This Agreement will be automatically amended to cover the FCC Rights. Unless otherwise prohibited by the FCC, Licensee will not take any action with regard to the License or the Channels other than in accordance with this Agreement or as is otherwise consented to by Operator in writing.

(vi) Channel Swapping; Costs. With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Operator may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the "Swapped Channels"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the geographic service area (or equivalent service area) ("GSA") of the Swapped Channels as compared to Licensee's previous Channels, taking into account any overlap(s) of GSAs of such Channels and Swapped Channels with co-channel GSAs in other markets. Operator agrees to bear all costs and expenses associated with the implementation of channel swapping, channel loading.

5. Advanced Wireless Transmission Facilities, Purchase Options, Installation of Advanced Wireless Services.

(i) **Ownership and Lease.** The parties acknowledge and agree that the Advanced Wireless Transmission Facilities utilizing the Channels, and any modifications, additions thereto or replacements thereof supplied by Operator, shall be owned by Operator.

(ii) **Tower.** Operator shall, in its own name, and at its sole cost and expense, arrange for the right to use any tower facilities required in connection with the operation of Advanced Services Transmission Facilities; Licensee shall have no independent rights to use the tower facilities, except through Operator and pursuant to this Agreement.

(iii) **Dedicated Equipment Purchase Option.** Upon expiration or termination of this Agreement as a result of an action by Operator, Licensee shall have the option, upon giving notice to Operator within thirty (30) days of such expiration or termination, to purchase or to lease for a period of one year that portion of the Advanced Wireless Transmission Facilities (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee's Primary and Ready Recapture Airtime on the Channels (the "Dedicated Equipment") comparable equipment. The price for such equipment shall be equal to the fair market value of the Dedicated Equipment at the time of Licensee's notice or, if comparable equipment is provided, Operator's cost in obtaining such equipment. If the parties do not agree on the fair market value of the Dedicated Equipment within thirty (30) days of Licensee's exercise of its option, the fair market value shall be determined by an outside appraiser.

(iv) **Shared Equipment Purchase or Lease Option.** Upon expiration or termination of this Agreement as a result of an action by Operator, Licensee shall have the option upon giving notice to Operator within thirty (30) days of such expiration or termination to purchase or lease for a period of one year at Operator's option any equipment owned by Operator and used in connection with the transmission of Licensee's Primary and Ready Recapture Airtime on the Channels that is not Dedicated Equipment, or at Operator's option, comparable equipment (not including any tower rights) (the "Shared Equipment"), at a price equal to the Shared Equipment's fair market value for such purchase or lease as applicable. If the parties do not agree on the fair market value of the Shared Equipment within thirty (30) days of Licensee's exercise of its option, the fair market value shall be determined by an outside appraiser.

(v) **Operation, Maintenance and Repair of Advanced Wireless Transmission Facilities.** Operator shall at its own expense manage, operate, maintain and repair the Advanced Wireless Transmission Facilities, in accordance with all applicable requirements of the FCC and good engineering standards and practices.

(vi) **Advanced Wireless Services for Permitted End Users.** After activation of Advanced Wireless Services on the Channels in the Market, Licensee may request at no cost to Licensee, via submission to Operator of a written request or order form (if such a form is provided by Operator), Standard Advanced Services Installation of Advanced Wireless Services for an unlimited number of Permitted End Users which are located within Operator's then-serviceable area of the GSA for the Wireless System. Licensee may request Advanced Wireless Services for Permitted End Users at the base level of service (with respect to throughput) that

Operator makes available to its customers utilizing EBS or BRS capacity in the Market; provided, however, that the number of Permitted End Users shall at all times be limited by the Advanced Wireless Services Reserved Capacity set forth in Section 4 hereof, which may not be exceeded when the ordered throughput or capacity for all Permitted End Users in the Market are aggregated. Licensee shall comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Operator to undertake a Standard Advanced Services Installation.

(1) Definitions. “Standard Advanced Services Installation” means the customer premises equipment package made generally available to Operator’s retail customers in the Market, at the time Operator receives Licensee’s order form, who subscribe to the same tier of service over BRS or EBS capacity. “Permitted End Users” means Licensee itself and any educational institution or not-for-profit organization, ~~or~~ site, NCCC student or employee in the Wireless System with whom Licensee is working in furtherance of its educational goals.

(2) Terms of Use. Licensee’s ordering and use of Advanced Wireless Services, and the use of such services by Licensee’s users and Permitted End Users, shall be governed by such other policies of general applicability which apply to the Advanced Wireless Services, which are subject to amendment that is standard for all of Operator’s subscribers; provided, however, that financial terms contained in the terms of service shall not apply to Advanced Wireless Services to Licensee or Permitted End Users that are provided free of charge pursuant to this Section 5. In addition to the foregoing policies, Operator may specify from time to time, in its sole discretion, reasonable procedures for the activation, addition, deletion or substitution of services to Licensee, its users and Permitted End Users.

(3) Equipment and Software. For Licensee and any Permitted End Users for whom Operator has provided a Standard Advanced Services Installation, Operator shall make available any equipment, services or software upgrades that Operator makes generally available to Operator’s retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities. In the event that any equipment upgrade involves replacement of equipment, the replaced equipment shall be returned to Operator or its designee and title to the replacement equipment shall transfer to Licensee or its designee.

(4) Title. All equipment provided by Operator to Licensee as part of Standard Advanced Services Installations for Permitted End Users shall be the property of Licensee or its designee(s), free and clear of all liens and encumbrances, when paid in full (if any payment is required). Licensee shall own, and be solely responsible for the maintenance and operation of, all facilities installed at Licensee’s locations and receive sites, including the sites of its Permitted End Users.

(vii) **Additional Expenses**. Licensee and its Permitted End Users shall be responsible for the payment of any telecommunications or similar charges incurred by Operator as a result of any special requirements associated with Licensee’s usage of Advanced Wireless Services Reserved Capacity and Contingent Reserved Capacity. The types of operating costs for

which Licensee may be responsible include, but are not limited to, Internet Service Provider (“ISP”) fees (if ISP services are only provided for a separate fee to other Operator customers using the service offerings ordered by Permitted End Users), Internet access or backhaul charges (if such services are only provided for a separate fee to other Operator customers using the service offerings ordered by Permitted End Users), fees for establishing a network point of presence, long-distance telephone usage and access charges and similar telecommunications charges, as well as the cost of any additional equipment that Operator is not otherwise required to provide under this Agreement. Notwithstanding the foregoing, Operator acknowledges and agrees that Licensee and its Permitted End Users for whom Operator provides a Standard Advanced Services Installation will not be charged for services or facilities that are provided to Operator’s other retail customers subscribing to the same tier of service without separate charge.

6. Control; Spectrum Leasing Requirements.

(i) Notwithstanding anything in this Agreement to the contrary, and subject to prior FCC consent to the FCC Long Term Lease Application with respect to this Agreement, the parties expressly acknowledge that this Agreement is designed to transfer *de facto*, but not *de jure*, control of the leased spectrum to Operator in accordance with Sections 1.9010 and 1.9030 of the FCC Rules. This Agreement: (i) does not and will not vest in Operator, or constitute, create or have the effect of constituting or creating, *de jure* control, direct or indirect, over Licensee or the License, which ownership or control remains exclusively and at all times in the Licensee; and, (ii) does not and will not constitute the transfer, assignment, or disposition in any manner, voluntary or involuntary, directly or indirectly, of the License or the transfer of control of the Licensee within the meaning of Section 310(d) of the Communications Act (as hereinafter defined) other than for spectrum leasing purposes. During the Term, Operator will not take any action inconsistent with or contrary to the Licensee’s *de jure* control, as that term is construed by the FCC, over the License. During the Term, Operator will not hold itself out to the public as the holder of the License.

(ii) Operator hereby assumes primary responsibility for complying with the Communications Act and applicable FCC Rules with respect to the Excess Capacity spectrum leased, and Licensee is relieved of primary and direct responsibility for ensuring that operations on the Excess Capacity spectrum comply with the Communications Act and FCC Rules. However, Licensee shall remain responsible for complying with FCC Rules with regard to the spectrum it retains use of for purposes of Licensee’s Primary and Ready Recapture Airtime, Licensee is responsible to satisfy its minimum educational use requirements, Licensee is responsible to comply with other FCC Rules that specifically apply to licensees in long term *de facto* leasing arrangements, and Licensee is responsible for its own FCC Rule violations and any ongoing violations or other egregious behavior pertaining to use of the License about which it is aware.

(iii) Operator shall comply with applicable secondary markets leasing rules as set forth in Section 1.9000 et seq. of the FCC Rules and all applicable FCC Rules. Operator acknowledges that this Agreement may be revoked, cancelled or terminated by Licensee or by the FCC if Operator materially fails to comply with such rules, and such failure is reasonably expected to result in a Loss; provided, however, that before Licensee may exercise such termination right, it shall first provide Operator with notice of an Event of Default and provide

Operator with an opportunity to cure such default or failure as specified therein. If the License is revoked, cancelled, terminated or otherwise ceases to be in effect, Operator understands that it will have no continuing authority or right to use the leased spectrum, unless otherwise authorized by the FCC, or unless the FCC grants Operator special temporary authority to operate.

7. Regulatory Filings; Legal and Engineering Fees.

(i) **Application for Lease Approval.** As soon as is reasonably practicable following the execution of this Agreement and prior to consummating the transfer of *de facto* control of the Excess Capacity spectrum leased to Operator hereunder, the parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC's consent to this Agreement and satisfy the FCC's requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) ("FCC Long Term Lease Application"). Each party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or Commission reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated hereby. The parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The parties further covenant and agree to include in any License renewal application a request to extend and renew this Agreement for the renewal term of the License. Any fees and costs, including legal costs if any, associated with the filing of the FCC Long Term Lease Application shall be paid by Operator. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall first notify and consult with Operator, and will redact all information from the Agreement which Operator reasonably designates as confidential including, but not limited to, all payment information. In the event a petition for reconsideration is filed against the grant of an FCC Long Term Lease Application, or if the Commission determines to reconsider such grant on its own motion, Operator shall determine at its option whether to delay commencement of the Initial Term until resolution of such reconsideration and, in the event of such delay, it will notify Licensee in writing.

(ii) **Other FCC Filings.** Upon Operator's reasonable request, and within five (5) days of Licensee's receipt, Licensee shall promptly review, execute and file (if necessary), and, together with Operator, prosecute, all notifications, applications, petitions, waivers, amendments, and other related documents necessary to secure FCC approval for Licensee's and Operator's intended uses of the Channels, provided such filings are consistent with this Agreement and Licensee's legal obligations. Licensee shall promptly file any requests for extension of construction periods or performance benchmarks reasonably requested by Operator. Licensee shall promptly, within fifteen (15) business days of its receipt, review and, if consistent with this Agreement and Licensee's legal obligations, execute and provide Operator any "no objection" letters, interference consent agreements or retransmission consents that Operator may reasonably request, provided that the action requiring consent does not cause material degradation of Licensee's signal transmission capabilities. As an illustration, without limiting the foregoing, interference consent agreements and "no objection letters" that (i) involve reciprocal limitations on the operations of Licensee's licensed facilities and other affected facilities, and (ii) waive FCC interference protection criteria subject to protection from actual

harmful interference, taking into account topography, foliage, ground clutter and other real world factors limiting signal propagation, shall not be deemed to cause material degradation of Licensee's signal transmission capabilities. During the Term, Licensee shall not make any filings with any governmental authority, including the FCC, without prior consultation or coordination with Operator, and Licensee shall not provide any "no objection" letters, interference consents and/or retransmission consents to any third party without Operator's prior written consent, such consent not to be unreasonably withheld.

(iii) Interference Issues. Unless requested to do so in writing by Operator, Licensee will not attempt to force an adjacent channel licensee to comply with the more restrictive spectral mask specified in Section 27.53(l)(2) of the FCC Rules or any successor provision and will not waive its right to interference protection from facilities that exceed the maximum "height benchmarking" set forth in Section 27.1221 of the FCC Rules or any successor provision. However, Operator may, at its discretion, attempt pursuant to Section 27.53(l)(2) of the FCC Rules or any successor provision to force an adjacent channel licensee to comply with the more restrictive spectral mask specified in that Section of the FCC Rules. In addition, Operator may, in its discretion, elect whether to waive interference protection to the Station from facilities that exceed the maximum "height benchmarking" set forth in Section 27.1221 of the FCC Rules or any successor provision.

(iv) Cancellation or Non-Renewal. During the Term, Licensee may not return any FCC authorization to the FCC for cancellation or elect not to renew any FCC authorization.

(v) Transition Filings. Licensee shall fully cooperate with Operator to assist in a Transition of the spectrum in the Market and spectrum in other markets which are included within the Basic Trading Area for the Market as defined by FCC Rules. Licensee shall execute any notices, reports, applications, correspondence or other documents reasonably necessary and appropriate to effectuate a Transition as requested by Operator. Licensee shall promptly forward to Operator any notices or communications it receives from third parties regarding any Transition. Operator shall bear all reasonable and appropriate FCC-related costs and expenses, including legal, engineering and filing fees, incurred to prepare, file and prosecute any initiation plans, Transition plans, applications and notices in connection with a Transition.

(vi) Maintenance of Channels. Licensee shall use its best efforts to maintain in full force and effect throughout the Term its License and any associated authorizations for the Channels, it shall maintain its qualifications to hold such License(s) and authorizations, and it will comply in all respects with its regulatory requirements as an FCC licensee. Licensee agrees that it will timely file its License renewal applications and its FCC Long Term Lease Applications as provided herein and in FCC Rules. Each party shall, with respect to its activities and operations related to the Channels, comply with all FCC Rules and all other applicable laws, rules and regulations of every kind. Licensee shall provide to Operator a copy of any notice received from the FCC concerning the License within five (5) business days of receipt.

(vii) Cooperation in Further Efforts. The parties shall utilize reasonable efforts and take such further action and execute such further applications, documents, assurances and certificates as either party may reasonably request of the other, consistent with the parties'

rights and obligations under this Agreement, in order to effectuate the purposes of this Agreement.

(viii) Reimbursement of Expenses. Except for Licensee's payment obligations and other responsibilities as set forth in this Agreement, including, but not limited to, those obligations set forth in provided sections hereof, Operator shall reimburse Licensee, not later than thirty (30) days after receipt of any invoice from Licensee, for Licensee's reasonable, documented out-of-pocket engineering expenses, legal expense and other FCC related costs and expenses incurred at Operator's request after commencement of the Initial Term in connection with obtaining, renewing, and continuing in full force and effect the License, otherwise complying with FCC regulatory obligations relating to the License, and providing assistance to Operator in licensing and other matters as Operator may request from time to time during the Term.

8. Taxes and Other Assessments and Fees.

Operator shall pay all taxes and other charges assessed against the Wireless Services Transmission Facilities, without cost to or reimbursement by Licensee. Operator shall also pay all other taxes, assessments and fees due from Operator or Licensee as a result of the use of Excess Capacity on the Channels by Operator and provision of services by Operator or any of Operator's sublessees over the Channels, including but not limited to any regulatory fees and required contributions of Licensee to the Universal Service Fund under the Communications Act and the FCC Rules, except for taxes, assessments or fees, if any, with respect to services provided by Licensee to Permitted End Users.

9. Representations and Warranties of Operator.

Operator represents and warrants as follows:

(i) Operator is duly organized, validly existing and in good standing under the laws of the State of Kansas. Operator has all requisite power and authority to own its properties and to carry on its business. Operator has all requisite power to execute, deliver and, subject to the regulatory authority of the FCC, perform this Agreement.

(ii) All necessary actions on the part of Operator to authorize the execution and delivery of this Agreement, and the performance of the obligations of Operator herein, have been taken. This Agreement is valid and legally binding upon Operator and enforceable in accordance with its terms except to the extent that enforceability thereof may be limited by bankruptcy, insolvency or other laws relating to the enforcement of creditor's rights or by the application of equitable principles.

(iii) The execution, delivery and performance of this Agreement and all actions and transactions contemplated hereby: (i) will not violate any provision of law or of the certificate of organization or operating agreement of Operator, any order of any court or other agency of government to which Operator is a party or by which it or any of its properties is bound, and (ii) will not violate, be in conflict with, result in a breach of or constitute (with notice or lapse of time or both) a default under any applicable law, order or regulation, indenture, agreement or other instrument to which Operator is a party or by which it or any of its properties

is bound and that has not been waived or consented to, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of its property or assets. The factual statements and representations contained herein are true and correct to the best of Operator's knowledge and belief.

10. Representations and Warranties of Licensee.

Licensee represents and warrants it does not have direct or actual knowledge that would contradict any of the following:

(i) Licensee is lawfully existing and in good standing under the laws of the State of Kansas, has all requisite power and authority to enter into this Agreement, and to perform the obligations to be performed by it under this Agreement. This Agreement constitutes a valid, binding and enforceable obligation of Licensee. The entry into and performance under this Agreement does not and will not conflict with any other obligations or any other agreements by which Licensee is or will be bound, or give rise to a cause of action for any violation thereof. The factual statements and representations contained herein are true and correct to the best of Licensee's knowledge and belief. There is no outstanding contractual right, including a right of first refusal, on behalf of any third party which grants any rights with respect to leasing capacity on, or otherwise using or purchasing, the License.

(ii) To Licensee's knowledge, it holds, and is fully qualified in all respects to hold, the License for WLX280, as renewed through December 3, 2011. The License is in full force and effect as of the date this Agreement is executed. The FCC has imposed no condition on the License which is not either set forth on the face of the License or contained in the FCC Rules applicable to EBS stations. No application, action or proceeding is pending for the renewal or modification of the License, and, except for actions or proceedings affecting EBS facilities generally, no application, action or proceeding is pending or threatened that could reasonably be expected to result in the: (i) denial of an application for renewal, (ii) the revocation, adverse modification (as determined by Operator), non-renewal or suspension of the FCC License, (iii) the issuance of a cease-and-desist order, or (iv) the imposition of any fines, forfeitures or other administrative or judicial sanctions relating to the operation of the Channels. Licensee's operations and activities pursuant to the License are being conducted as of the date this Agreement is executed, and continuing throughout the Term, in compliance with the Communications Act.

(iii) Licensee holds the License free and clear of any mortgage, lien, pledge, charge, security interest, right of first refusal or right of others therein, or encumbrance of any nature whatsoever in respect of such asset. No third party other than Licensee has any right, title or interest in or claim to the License. The License is not currently leased and no other party has claimed to have a valid lease of the License.

(iv) Licensee has not agreed to accept interference from other FCC licensees with respect to the Channels, nor has Licensee allowed any such interference.

(v) To Licensee's knowledge, it is in compliance with all applicable Laws except for any non-compliance that, individually or in the aggregate, will not have a material

adverse effect on the License. Since the filing of its initial application for the License, Licensee has complied in all material respects with FCC Laws applicable to the License. Since the issuance of the License, Licensee has complied in all material respects with all of the terms and conditions of the License. The License is unimpaired by any acts or omissions of Licensee. All material documents required to be filed at any time by Licensee with the FCC with respect to the License have been timely filed or the time period for such filing has not lapsed. All such documents filed since the date that the License was issued to Licensee are correct in all material respects. All amounts owed to the FCC in connection with the License have been timely paid.

(vi) There is no proceeding now in progress or pending or, to the best knowledge of Licensee, threatened against Licensee or the assets (including the intellectual property rights) or the business of Licensee, nor to the best knowledge of Licensee, does there exist any basis therefore, except for immaterial claims brought against Licensee in the ordinary course of business. Licensee is not subject to any order, writ, injunction or decree of any court of any federal, state, municipal or other domestic or foreign governmental department, commission, board, bureau, agency or instrumentality.

(vii) Licensee represents, warrants and covenants that with respect to the use of the Advanced Wireless Services, Licensee shall adopt policies to ensure that it, its users, and its Permitted End Users, strictly comply at all times with the acceptable use policy and terms of service, and such other policies of general applicability which may apply to the Advanced Wireless Services which Operator provides.

(viii) Licensee has relied upon prior Operator with regard to all of the foregoing and has provided Operator herein with all information it has requested so that it may verify the foregoing to the extent possible.

11. Termination; Default; Loss; Survival.

(i) **Termination.** This Agreement may be terminated prior to expiration of a Term under any of the following circumstances: (i) by mutual written agreement of the parties; (ii) by Licensee upon giving written notice to Operator of an Event of Default of Operator (as hereinafter defined); (iii) by Operator, upon giving written notice to Licensee of an Event of Default of Licensee; (iv) by Operator upon written notice of termination to Licensee ("Termination Notice") given at least ninety (90) days prior to the end of the Initial Term or any Renewal Term; (v) by Operator or Licensee, at any time, upon three hundred and sixty-five days (365) written notice, or (vi) by either party, upon giving written notice to the other party, within thirty (30) days of a Loss (as hereinafter defined). If the Agreement is terminated prior to the expected termination date which was disclosed to the FCC, Licensee shall file a notification with the FCC no later than ten (10) days after the early termination indicating the date the Agreement was terminated.

(ii) **Default.** It shall be an "Event of Default" hereunder if either party fails to perform a material obligation or breaches a material representation and warranty contained in this Agreement in circumstances where such failure results in the inability of the other party to exercise its full rights under this Agreement, and the defaulting party fails to cure such default within ninety (90) days following the receipt of written notice from the non-defaulting party;

provided however, that if the defaulting party proceeds with due diligence during such ninety (90) day period and is unable, because of circumstances beyond its control or because of the nature of the default, to cure such default within ninety (90) days, the time for cure shall be extended, but in no event beyond three hundred sixty (360) days after receipt of written notice from the non-defaulting party.

(iii) Loss. The term “Loss” means: (1) expiration of the License without renewal; (2) License termination or revocation by the FCC without reinstatement; or (3) the unavailability of the Channels for the provision of Operator’s Advanced Wireless Services due to regulatory action, including, but not limited to, FCC denial of the FCC Long Term License Application related to this Agreement, or reallocation of the Channels for purposes incompatible with Operator’s business, or adoption of rules or policies that substantially frustrate achievement of the purposes of this Agreement. A Loss shall not be deemed a default by Licensee or Operator if the Loss was beyond the reasonable control of such party, and such party used its best efforts to preserve the License. In the event of a Loss, the parties shall cooperate in seeking special temporary authority from the FCC to allow Operator to continue operating on the Channels until such time as it can transition its users to other spectrum and minimize service disruption to its business and other activities.

(iv) Survival of Expiration or Termination. The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

12. Indemnification; Limitation of Liability.

(i) Scope of Indemnification by Operator. Operator shall defend, indemnify and hold Licensee harmless from any and all costs and expenses, including reasonable attorney’s fees, arising from any inaccuracy or misrepresentation of any representation or warranty made by Operator herein or any failure by Operator to perform or comply with any covenant in this Agreement to be performed or complied with by Operator.

(ii) Scope of Indemnification by Licensee. Licensee shall defend, indemnify and hold Operator harmless from any and all costs and expenses, including reasonable attorney’s fees, arising out of or resulting from failure by Licensee to perform or comply with any covenant in this Agreement to be performed or complied with by Licensee.

(iii) Indemnification Procedures. In claiming indemnification pursuant to this Agreement the party seeking indemnification shall, with respect to any claim for which indemnification is available, notify the indemnifying party in writing of the nature of the claim as soon as practicable. (The failure by the party seeking indemnification to give notice as provided, above, shall not relieve the indemnifying party of its obligations under this Section, except to the extent that the failure results in the failure of actual notice and the indemnifying party is damaged as a result of the failure to give notice.) Upon receipt of notice of the assertion of a claim, the indemnifying party shall assume the defense of the claim. The party seeking indemnification shall have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the party seeking indemnification unless (a) the employment of counsel by the party seeking

indemnification has been authorized by the indemnifying party, (b) the party seeking indemnification has been advised by its counsel in writing that there is a conflict of interest between the indemnifying party and the party seeking indemnification in the conduct of the defense of the action (in which case the indemnifying party shall not have the right to direct the defense of the action on behalf of the party seeking indemnification), or (c) the indemnifying party has not in fact employed counsel to assume the defense of the action within a reasonable time following receipt of the notice given pursuant to this Section, in each of which cases the fees and expenses of such counsel shall be at the expense of the indemnifying party. The indemnifying party shall not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld), nor shall the indemnifying party settle any such action without the written consent of the party seeking indemnification (which consent shall not be unreasonably withheld). The indemnifying party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the party seeking indemnification a release from all liability with respect to the claim. Each party shall cooperate in the defense of any claim for which indemnification is available and shall furnish such records, information, testimony and attend such conferences, discovery proceedings, hearings, trials and appeals as may reasonably be requested by the other party.

(iv) Limitation of Liability. Licensee and/or Operator, its affiliates, directors, officers, employees or agents shall not be responsible or liable to the other for any indirect, incidental, consequential, special, exemplary, punitive or other damages, or for any loss of profits, loss of revenue, loss resulting from interruption of business or loss of use or data, even if Licensee and/or Operator, its affiliates, directors, officers, employees or agents have been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy of any kind, under any contract, negligence, strict liability or other theory, arising out of or relating in any way to this Agreement or its implementation. In no event shall the total collective liability of Licensee and/or Operator, its affiliates, directors, officers, employees and agents arising out of or relating in any way to this Agreement or its implementation exceed the royalty payments that are remaining to be paid to Licensee for the remainder of the then-current Initial Term or Renewal Term.

13. No Joint Venture.

Notwithstanding any other provisions of this Agreement, the parties intend by this document to enter a use agreement and not to create a joint venture and will carry out this Agreement to preserve that intent. Neither party is, nor shall either party hold itself out to be, vested with any power or right to contractually bind, act on behalf of the other as its contracting broker, agent or otherwise for committing, selling, conveying or transferring any of the other party's assets or property, contracting for or in the name of the other party, or making any contractually binding representations as to the other party that shall be deemed representations contractually binding upon such party.

14. Provision of EBS Content.

Licensee shall be solely responsible for providing and monitoring any educational content that is transmitted over the Channels. The content shall be transmitted in the form in which it is provided by Licensee, and Operator shall have neither the right nor the obligation to edit, enhance, correct or otherwise change or monitor the content.

15. Force Majeure.

Neither Licensee nor Operator shall be deemed in default or otherwise liable hereunder due to either party's inability to perform (except with respect to any obligation to make payment of money, which shall not be affected) by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, Act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission that would constitute a default hereunder), or the failure of any municipal, county, state or national agency or department, including without limitation the FCC, to act in a timely manner on any application or request before such agency which would permit the performance of the party hereto, or the inability of Licensee or Operator to obtain the necessary consents, after use of commercially reasonable efforts, of third parties to the performance of the party hereto, or any failure or delay of any transportation, power or other essential thing required, or similar causes beyond either party's control.

16. FCC Policy.

This Agreement shall at all times be subject to and construed in accordance with the FCC Rules and the Communications Act of 1934, as amended (the "Communications Act").

17. Notices.

All notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon receipt, in each case addressed:

If to Licensee, to: Neosho County Community College
800 W. 14th St.
Chanute, Kansas 66720
Attn: President

With a copy to: R. Kent Pringle
Attorney at Law
P. O. Box 748
Chanute, KS 66720
Attorney for Neosho County Community College

If to Operator, to: City of Chanute
101 South Lincoln
PO Box 907
Chanute, KS 66720
Attention: John D. Lester

With a copy to: David S. Brake
Attorney at Law
PO Box 667
Chanute, KS 66720
Attn: City Attorney

provided, however, that if any party shall have designated a different address by notice to the others, then to the last address so designated.

18. Waiver.

Any waiver by any party of any breach of or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

19. Complete Agreement.

This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any party (or any officer, employee or representative of any party).

20. Construction.

The parties intend that the Wireless System of which the Channels will form a part will, subject to required FCC authorizations and FCC Rules, provide an array of services selected by Operator in accordance with its business plan, as such business plan may evolve from time to time, and the parties anticipate that the architecture of the Wireless System and its service set will evolve in accordance with technological developments and Operator's plans to employ technological developments in its business. Accordingly, it is the intention and the agreement of the parties that this Agreement shall be understood and interpreted in an expansive fashion to adapt to and permit the utilization of such changes in technology, consistent with applicable legal requirements and the parties' rights hereunder. The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof. Unless otherwise stated, references in this Agreement to Sections refer to the Sections of this Agreement.

Whenever this Agreement requires Licensee to make reports, filings or applications, or prepare plans, prosecute or defend the same with the FCC, it is agreed the same will be in response to request for such action by Operator, and Operator shall bear all reasonable and appropriate FCC-related costs and expenses, including legal, engineering and filing fees incurred to prepare, file and prosecute or defend the same.

21. Amendment; Termination.

This Agreement may not be amended or modified orally but only by an instrument in writing duly executed by the parties.

22. Counterparts.

More than one counterpart of this Agreement may be executed by the parties hereto, and each fully executed counterpart shall be deemed an original.

23. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will be in full force and effect.

24. Specific Performance.

The parties acknowledge and agree that the rights reserved to each of them hereunder are of a special, unique, unusual and extraordinary character, and that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement were not performed fully by the parties hereto in accordance with their specific terms or conditions or were otherwise breached, and that money damages are an inadequate remedy for breach of the Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be

suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that each party hereto shall be entitled to an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other party and to enforce specifically such terms and provisions of this Agreement in any state or federal court of the United States, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity. The non-prevailing party shall pay its own expenses, court costs and the expenses, including without limitation, attorneys' fees and costs, and expert witness fees incurred by the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

NEOSHO COUNTY COMMUNITY COLLEGE

By: _____
Name: _____
Title: _____

CITY OF CHANUTE, KANSAS

By: _____
Name: _____
Title: _____

Terms of Service Agreement

NOW ON this 10th day of February, 2011, this Agreement is by and between NEOSHO COUNTY COMMUNITY COLLEGE (hereinafter called "NCCC"), and THE CITY OF CHANUTE, KANSAS ("Chanute") a municipal corporation (hereinafter called "city").

WHEREAS, CITY provides fiber optic connectivity and internet bandwidth services to NCCC; and

WHEREAS, NCCC holds a license issued by the Federal Communications Commission (FCC) to operate Educational Broadband Services (EBS) Station WLX280 (hereinafter called the "station" on Channels A1, A2, A3 & A4 in the Chanute, Kansas market, and CITY has expressed an interest in leasing NCCC's license for the Station.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, the parties enter into the following agreement:

1. NCCC agrees to grant CITY and EBS Long Term De Facto Lease Agreement of the Station in a form and on such terms as may be mutually acceptable to NCCC and CITY (hereinafter called the "Lease"). Except as specifically provided herein and in the Lease, CITY shall have no obligation to pay any additional consideration to NCCC for the Lease (except CITY will provide three (3) dongles at no charge to NCCC for use by NCCC). The parties understand and agree that NCCC shall be entitled to make use of the dedicated educational bandwidth (as described in the then-current Federal Communication Commission regulations) made available by operation of the Station by the CITY.
2. In the event the CITY uses the Station to generate revenue (income), then the parties agree to negotiate in good faith a revenue sharing arrangement whereby NCCC will receive not less than 10% of the "retained earnings" from such use of the Station from and after the date such revenue first begins. For purposes of this section, "retained earnings" will mean the gross revenue (income) received by the CITY from the use of the Station less the actual, direct, out-of-pocket expenses of the CITY to provide the service.
3. Commencing immediately upon execution of this agreement, CITY agrees to give NCCC a credit of \$250.00 per month towards the cost of fiber optic connectivity and internet bandwidth services from the City continuing for as long as the Lease remains in effect or for a period of five (5) years whichever is longer. Effective at the start of the sixth (6th) year of this Agreement and then at the start of each subsequent 5 year term thereafter, if any, the monthly credit shall be increased by the total average increase in the consumer price index (as established by the Federal Bureau of Labor Statistics) from the start of such term. The parties agree to cooperate in structuring this credit arrangement in such a manner so that it is in compliance with all state and federal laws and regulations and maximizes the potential benefits and funding available to both parties.

4. This Agreement shall not become effective or binding on either party until such time as this Agreement has been approved by NCCC and the City Commission of the CITY.
5. This Agreement cannot be amended or changed, and nothing herein shall be deemed waived or released, unless in writing and approved by the governing body of each party.
6. The rights and obligations of the parties under this Agreement and the separate EBS Long Term De Facto Lease Agreement shall not be assigned by either party without the express prior written consent of the other party, such consent not to be unreasonably withheld.
7. This document and the separate EBS Long Term De Facto Lease Agreement sets for the entire understanding and agreement of the parties on the matters described herein.
8. This Agreement shall be subject to and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, this Agreement has been approved by the undersigned duly authorized representatives of the parties effective the date first above written.

Neosho County Community College

City of Chanute, Kansas

College President

City Manager

Approved as to Form by:

Approved as to Form by:

Kent Pringle
Attorney for NCCC

David S. Brake
City Attorney

Agenda Item VIII-D: Identity Theft Prevention Policy (first reading)

In accordance with the Fair and Accurate Credit Transactions Act of 2003 (FACTA), the college President shall be responsible for developing and maintaining an Identity Theft Prevention Program to establish procedures and/or guidelines on detecting, preventing, and mitigating identity theft. It is the intent of the College to comply with all applicable provisions of this Act. A committee consisting of Kerrie Coomes, Kerry Ranabargar, Melinda Taylor, Eric Tincher, and Chairperson Sandi Solander met and developed a proposed policy.

Employees shall abide by and follow all college policies, procedures, and programs regarding identity theft prevention and shall take all necessary and required measures to identify and report all information and/or activities as required by FACTA.

This is a first reading of the policy and is offered as a discussion item. No action will be taken until the March meeting.



Neosho County Community College Identity Theft Prevention Policy and Procedure

**Compiled by:
Identity Theft Committee Members**

**Sandi Solander, Chair
Kerrie Coomes
Kerry Ranabarger
Melinda Taylor
Eric Tincher**

Completed January, 2011

Table of Contents

SECTION I – PROGRAM ADOPTION	3
SECTION II – DEFINITIONS AND PROGRAM	3
A. Red Flag Rule Definitions Used in this Program	3
B. Fulfilling Requirements of the Red Flags Rule	3
SECTION III – IDENTIFICATION OR RED FLAGS	4
C. Suspicious Documents	4
D. Suspicious Personal Identifying Information	4
E. Suspicious Covered Account Activity or Unusual Use of Account.....	4
F. Alerts from Others	5
SECTION IV – DETECTING RED FLAG	5
G. Student Enrollment.....	5
H. Existing Accounts	5
I. Consumer (“Credit”) Report Requests.....	5
SECTION V – PREVENTING AND MITIGATING IDENTITY THEFT	6
SECTION VI – PROGRAM ADMINISTRATION	6
J. Oversight	6
K. Staff Training and Reports	6
L. Service Provider Arrangements	7
M. Non-disclosure of Specific Practices	7
N. Program Updates	7

Neosho County Community College Identity Theft Prevention Policy and Procedure

In accordance with the Fair and Accurate Credit Transactions Act of 2003 (FACTA), the college President shall be responsible for developing and maintaining an Identity Theft Prevention Program to establish procedures and/or guidelines on detecting, preventing, and mitigating identity theft. It is the intent of the college to comply with all applicable provisions of this Act.

Employees shall abide by and follow all college policies, procedures, and programs regarding identity theft prevention and shall take all necessary and required measures to identify and report all information and/or activities as required by FACTA.

The following Identity Theft Prevention Program is enacted in accordance with Board Policy.

I. PROGRAM ADOPTION

Neosho County Community College ("College") developed this Identity Theft Prevention Program ("Program") pursuant to the Federal Trade Commission's ("FTC") Red Flags Rule, which implements Section 114 of the Fair and Accurate Credit Transactions Act of 2003. This Program was developed with oversight and approval of the Neosho County Community College Board of Trustees. After consideration of the size and complexity of the College's operations and account systems, and the nature and scope of the College's activities, the Board of Trustees determined that this Program was appropriate for the College, and therefore approved this Program on mm/dd/11.

II. DEFINITIONS AND PROGRAM

A. Red Flags Rule Definitions Used in this Program

- *Identity Theft* - A fraud committed or attempted using the identifying information of another person without authority.
- *Red Flag* - A pattern, practice, or specific activity that indicates the possible existence of identity theft.
- *Covered Account* - Account used mostly for personal, family, or household purposes, and that involves multiple payments or transactions. A covered account is also an account for which there is a foreseeable risk of identity theft.
- *Program Administrator* - The individual designated with primary responsibility for oversight of the program. See Section VI below.
- *Identifying information* - Any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, student identification number, computer's Internet Protocol address, or routing code.

B. Fulfilling Requirements of the Red Flags Rule

Under the Red Flags Rule, the College is required to establish an “Identity Theft Prevention Program” tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program.
2. Detect Red Flags that have been incorporated into the Program.
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate identity theft.
4. Ensure the Program is updated periodically to reflect changes in risks to students or to the safety and soundness of the student from identity theft.

III. IDENTIFICATION OF RED FLAGS

In order to identify relevant Red Flags, the College considers the types of accounts that it offers and maintains, methods it provides to open its accounts, methods it provides to access its accounts, and its previous experiences with identity theft. The College identifies the following Red Flags in each of the listed categories:

A. Suspicious Documents

Red Flags

1. Identification document or card that appears to be forged, altered or inauthentic.
2. Identification document or card on which a person’s photograph or physical description is not consistent with the person presenting the document.
3. Other document with information that is not consistent with existing student information.
4. Application for service that appears to have been altered or forged.

B. Suspicious Personal Identifying Information

Red Flags

1. Identifying information presented that is inconsistent with other information the student provides (example: inconsistent birth dates).
2. Identify information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a loan application).
3. Identify information presented that is the same as information shown on other applications that were found to be fraudulent.
4. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address).
5. Social security number presented that is the same as one given by another student.
6. An address or phone number presented that is the same as that of another person.
7. A person fails to provide complete personal identifying information on an application when reminded to do so.
8. A person’s identifying information is not consistent with the information that is on file for the student.

C. Suspicious Covered Account Activity or Unusual Use of Account

Red Flags

1. Change of address for an account followed by a request to change the student's name.
2. Payments stop on an otherwise consistently up-to-date account.
3. Account used in a way that is not consistent with prior use.
4. Mail sent to the student is repeatedly returned as undeliverable.
5. Notice to the College that a student is not receiving mail sent by the College.
6. Notice to the College that an account has unauthorized activity.
7. Breach in the College's computer system security.
8. Unauthorized access to or use of student account information.

D. Alerts from Others

Red Flag

1. Notice to the College from a student, Identity Theft victim, law enforcement or other person that the College has opened or is maintaining a fraudulent account for a person engaged in identity theft.

IV. DETECTING RED FLAG

A. Student Enrollment

In order to detect any of the Red Flags identified above associated with the enrollment of a student, College personnel will take the following steps to obtain and verify the identity of the person opening the account:

Detect

1. Require certain identifying information such as name, date of birth, academic records, home address or other identification.
2. Verify the student's identity at time of issuance of student identification card (review of driver's license or other government-issued photo identification).

B. Existing Accounts

In order to detect any of the Red Flags identified above for an existing Covered Account, College personnel will take the following steps to monitor transactions on an account:

Detect

1. Verify the identification of students if they request information (in person, via telephone, via facsimile, via email).
2. Verify the validity of requests to change billing addresses by mail or email and provide the student a reasonable means of promptly reporting incorrect billing address changes.
3. Verify changes in banking information given for billing and payment purposes.

C. Consumer (“Credit”) Report Requests

In order to detect any of the Red Flags identified above for an employment or volunteer position for which a background report is sought, College personnel will take the following steps to assist in identifying address discrepancies:

Detect

1. In the event that notice of a social security discrepancy is received, verify that the consumer report pertains to the applicant for whom the requested report was made.
2. Verify the validity of the applicant’s social security number.

V. PREVENTING AND MITIGATING IDENTITY THEFT

In the event College personnel detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

Prevent and Mitigate

1. Continue to monitor accounts for evidence of Identity Theft.
2. Contact the applicant for which a consumer report was run.
3. Change any passwords or other security devices that permit access to applicant account.
4. Provide the student with a new student identification number.
5. Notify the Program Administrator for determination of the appropriate step(s) to take.
6. Notify law enforcement.
7. Determine that no response is warranted under the particular circumstances.

Protect Student Identifying Information

In order to further prevent the likelihood of identity theft occurring with respect to Covered Accounts, the College will take the following steps with respect to its internal operating procedures to protect student identifying information:

1. Ensure that its website is secure or provide clear notice that the website is not secure.
2. Ensure complete and secure destruction of paper documents and computer files containing student account information when a decision has been made to no longer maintain such information.
3. Ensure that office computers with access to Covered Account information are password protected.
4. Avoid use of social security numbers.
5. Ensure computer virus protection is up to date.
6. Require and keep only the kinds of student information that are necessary for College purposes.

VI. PROGRAM ADMINISTRATION

A. Oversight

Responsibility for developing, implementing and updating this Program lies with an Identity Theft Committee (“Committee”) for the College. The Committee is headed by a Program Administrator who may be the President of the College or his or her appointee. Two or more other individuals appointed by the President of the College or the Program Administrator comprise the remainder of the committee membership. The Program Administrator will be responsible for ensuring appropriate training of College staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating identity theft, determining which steps of prevention and mitigation should be taken in particular circumstances and considering periodic changes to the Program.

B. Staff Training and Reports

College staff responsible for implementing the Program shall be trained either by or under the direction of the Program Administrator in the detection of Red Flags and the responsive steps to be taken when a Red Flag is detected. College staff shall be trained, as necessary, to effectively implement the Program. College employees are expected to notify the Program Administrator once they become aware of an incident of identity theft or of the College’s failure to comply with this Program. At least annually or as otherwise requested by the Program Administrator, College staff responsible for development, implementation, and administration of the Program shall report to the Program Administrator on compliance with this Program. The report should address such issues as effectiveness of the policies and procedures in addressing the risk of identity theft in connection with the opening and maintenance of Covered Accounts, service provider arrangements, significant incidents involving identity theft and management’s response, and recommendations for changes to the Program.

C. Service Provider Arrangements

In the event the College engages a service provider to perform an activity in connection with one or more Covered Accounts, the College will take the following steps to ensure the service provider performs its activity in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft.

1. Require, by contract, that service providers have such policies and procedures in place.
2. Require, by contract, that service providers review the College's Program and report any Red Flags to the Program Administrator or the College employee with primary oversight of the service provider relationship.

D. Non-disclosure of Specific Practices

For the effectiveness of this Identity Theft Prevention Program, knowledge about specific Red Flag identification, detection, mitigation and prevention practices may need to be limited to the Committee who developed this Program and to those employees who need to know them. Any documents that may have been produced or are produced in order to develop or implement this

program that list or describe such specific practices and the information those documents contain are considered “confidential” and should not be shared with other College employees or the public. The Program Administrator shall inform the Committee and those employees who need to know the information of those documents or specific practices which should be maintained in a confidential manner.

E. Program Updates

The Committee will periodically review and update this Program to reflect changes in risks to students and the soundness of the College from identity theft. In doing so, the Committee will consider the College's experiences with identity theft situations, changes in identity theft methods, changes in identity theft detection and prevention methods, and changes in the College's business arrangements with other entities. After considering these factors, the Program Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the Committee will update the Program.

Amended Agenda Item VIII-E: Financial Aid Specialist

It was the President's recommendation that the Board approve the employment of Jane Cox for the financial aid specialist position on the Chanute campus. Ms. Cox is a graduate of NCCC and has a Computer Programming and Accounting certificate from Wichita Area Vocational & Technical School.

Ms. Cox worked for Hi-Lo Industries, Inc. from April 1994-January, 2011 as a purchasing manager, order entry manager, customer service and inside sales.

Ms. Cox will be paid \$10.70 per hour (Level IV) starting February 14, 2011.

Resolution 2011-11

RESOLVED, that the Board of Trustees of Neosho County Community College approves the employment of Jane Cox for the financial aid specialist position at Chanute, starting February 14, 2011 at \$10.70 per hour (Level IV).

Upon a motion and a second the above resolution was approved. Motion passed unanimously.

Amended Agenda Item VIII-F: Executive Session-Negotiations

Upon a motion and a second the board recessed into executive session for 15 minutes to discuss matters relating to employer-employee negotiations and to include the President, Vice President for Administration, Chief Financial Officer, and the College Attorney. Motion passed.

The Board recessed into executive session at 6:43 p.m. The Board returned to open meeting at 6:58 p.m.

Upon a motion and a second the board returned to executive session for 10 minutes to continue discussion relating to employer-employee negotiations and to include the President, Vice President for Administration, Chief Financial Officer, and the College Attorney. Motion passed.

The board returned to executive session at 6:59 p.m. The Board returned to open meeting at 7:09 p.m.

Upon a motion and a second the board returned to executive session for 10 minutes to continue discussion relating to employer-employee negotiations and to include the President, Vice President for Administration, Chief Financial Officer, and the College Attorney. Motion passed.

The board returned to executive session at 7:10 p.m. The Board returned to open meeting at 7:20 p.m.

Upon a motion and a second the board returned to executive session for 5 minutes to continue discussion relating to employer-employee negotiations and to include the President, Vice President for Administration, Chief Financial Officer, and the College Attorney. Motion passed.

The board returned to executive session at 7:21 p.m. The Board returned to open meeting at 7:26 p.m.

Upon a motion and a second the board returned to executive session for 15 minutes to continue discussion relating to employer-employee negotiations and to include the President, Vice President for Administration, Chief Financial Officer, and the College Attorney. Motion passed.

The board returned to executive session at 7:26 p.m. The Board returned to open meeting at 7:41 p.m.

Agenda Item IX: Adjournment

Upon a motion and a second the meeting adjourned at 7:42 p.m.

Respectfully submitted,

David Peter, Chair

Terri Dale, Clerk