

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLEGE OF THE SISKIYOU
AND
MOUNTAIN COMMUNITY TELEVISION (CHANNEL) 15

This AGREEMENT, effective immediately upon the date of last execution below, is entered into by and between the COLLEGE OF THE SISKIYOU, hereinafter referred to as "COS", and MOUNTAIN COMMUNITY TELEVISION (CHANNEL) 15, hereinafter referred to as "MCTV15", for the purpose of memorializing the parties respective rights and responsibilities with regard to the COLLEGE OF THE SISKIYOU TELEVISION STUDIO FACILITIES, hereinafter referred to as the COMMUNITY MEDIA CENTER.

I. DESCRIPTION OF PARTIES TO THE MOU

The parties to this Agreement are as follows:

A. Mountain Community Television 15, MCTV15

Mission Statement:

The mission of MCTV15 is to provide community access via the television medium to thoughts, opinions, and events that benefit the community.

Objectives:

To achieve the above mission statement it is recognized that MCTV15 will:

1. Foster cultural exchanges to provide informative programming, training and education, which will promote greater understanding of the views of all sectors of the community.
2. Seek to enable equitable access by all sectors of the community in all areas of its operations, training and education programs.
3. Have a local emphasis and give preference to programs of local production and/or content.
4. Continually seek awareness and understanding of new technologies related to the industry and enable its facilities to be used for education and training.
5. Create a video/library facility for the community, as funds permit.
6. Maintain a constant, sponsored, innovative television service dependent on funding, programming restrictions and community input.
7. Abide by applicable local, state and federal laws, including the FCC rules with regard to PEG operations. The focus of the FCC rules with regard to Public Access Television is that public access is provided for the exercise of the first amendment rights to freedom of speech. The MCTV15 role is restricted to providing a conduit for the exercise of individual, non-profit, free speech and it therefore assumes no responsibility for the content of such expression. The producer or sponsor of a show must accept all legal responsibility for the content of the show. Many forms of speech are limited and some are illegal. The legality of any given speech or expression may only be determined by a court of law.

The FCC limits this access to community members that live within the service district of the cable operator. MCTV15 extends this public access service to all Siskiyou county residents. Shows submitted without a local sponsor may be legally restricted.

8. Seek to encourage creative and innovative development in all areas of programming, operations, training and education.
9. Sustain a commitment to an operational and financial structure that ensures MCTV15's present and future viability as an autonomous, community-based media cablecast organization while abiding by all conditions of Item 7.

B. College of the Siskiyous, COS

Mission Statement:

COS will serve our community and any student who can benefit from an exceptional learning environment which is safe, attractive and promotes a passion for learning, cultural enrichment, and sense of belonging for all.

Values:

1. Learning
2. Achievement
3. Innovation
4. Environment
5. Collaboration
6. Diversity
7. Accessibility
8. People
9. Vision Statements

COS aspires to:

1. Be a learning outcome-centered environment that transforms students from where they are to where they aspire to be.
2. Offer a progressive, dynamic atmosphere that prepares students to thrive in a future that continues to unfold.
3. Provide state-of-the-art facilities and aesthetically pleasing grounds that mirror the uniqueness of the surroundings.
4. Conduct programs that effectively integrate the surrounding environment and energize the local economy.
5. Maximize our effectiveness through collaborative efforts that promote community vitality, improve local economic health, and expand student learning opportunities.
6. Celebrate diversity and strive to achieve a model for inclusion that can be emulated within our community and beyond.
7. Provide a safe, open and welcoming environment where students are encouraged to challenge and overcome their physical, intellectual and socioeconomic barriers to success.

8. Attract people who are passionate about creating an optimal learning atmosphere.
9. Offer an outstanding setting where students receive encouragement and support to achieve their educational goals.

Function

COS is an open access, public educational institution providing the following:

1. Associate Degree & Certificate Programs
2. Basic Skills Education
3. Career & Technical Education
4. Economic Development
5. Lifelong Learning Opportunities
6. Transfer Education

II. INTRODUCTION

This AGREEMENT establishes the terms and conditions applicable to the undersigned parties, (hereinafter "Consortium") in their collaboration to provide services to the local community, members, and sponsors through the establishment of a Community Media Center (fully functioning television studio and control room) located, whenever possible, at the Weed Campus of COS.

III. STATEMENT OF PRINCIPLES AND PURPOSE

The Consortium is hereby established to support both COS and MCTV15 in their respective provision of service to members of the local community. The Consortium shall promote and support the development of community and industry-based media production and training, specifically in the areas of television and video.

Consistent with the terms of this Agreement, the sharing of infrastructure by and between Consortium members and cooperative development and access to federal and other grant opportunities only available to such a consortium is intended to increase those resources available to each organization while reducing operating costs, increasing sustainability and development potential for COS and the MCTV15 media sector, and increasing each respective member's profile with regard to community media activities in the region.

The Consortium further identifies the following potential benefits of both regional and national significant in connection with the establishment of a Community Media Center and related services to the community at large:

1. Community and economic development
2. Central location providing for greater networking potential with other institutions
3. Promotion of local cultural and regional assets through media projects
4. Building on the unique cultural, creative, and environmental qualities of Siskiyou County
5. Raising the profile of Siskiyou County as a nationally recognized media destination for location shooting and production due to availability of trained media personnel as well as for its spectacular scenery

6. Development of a network hub for regional community media organizations
7. Training for community members within this growing industry
8. Development of an incubator for audio/visual content and training in Siskiyou County
9. Engaging, teaching, and providing employment opportunities for COS students

IV. COMMUNITY MEDIA CENTER (COS TELEVISION STUDIO FACILITIES)

The Community Media Center shall consist of, or address the functions of:

1. A television cablecast facility
2. A digital training facility
3. Studio/production areas
4. Post-production facilities
5. Field production facilities
6. Screening and performance venue
7. Audio and visual production resources
8. Administration and meeting areas
9. Libraries and storage
10. Closed Circuit Television (CCTV) to the Weed campus of COS

V. SERVICES PROVIDED AND SPECIFICS OF USE

The parties hereby agree as follows:

1. Each Consortium member shall maintain an inventory of its own equipment detailing ownership information and permissible cooperative uses.
2. COS shall provide basic utilities including heat and electricity to the Community Media Center.
3. COS shall provide Internet access for Consortium members at the Community Media Center for the purpose of web browsing and email access consistent with applicable COS policies and procedures relating to Internet Use. Any video streaming or web hosting shall be arranged for separate and apart from this Agreement or any modification to this Agreement by any party desiring such services.
4. COS shall provide for basic local phone access at the Community Media Center. MCTV15 shall reimburse COS for any and all long distance telephone charges incurred by on behalf of MCTV15.
5. MCTV15 shall execute a COS Facilities Use Agreement providing for, among other things, liability and insurance information and requirements, as well as pertinent indemnification agreements. Said Facilities Use Agreement shall be kept current by MCTV15 at all times during the effective dates of this Agreement, a copy of which shall be maintained in the COS Administrative Services Department.
6. MCTV15 employees, volunteers, and visitors shall be subject to all COS policies and procedures, as applicable, in connection with their use of the Community Media Center.

7. A list of MCTV15 staff shall be kept current and on file with the COS Human Resources department identifying all MCTV15 staff as COS volunteers if they are not otherwise employed by COS, consistent with COS Personnel Policy _____.
8. MCTV15 staff shall be subject to and follow COS key policies and only essential MCTV15 staff members shall be issued keys for areas appropriate to Community Media Center operations.
9. Members of the community, MCTV15 employees, board members and volunteers shall be subject to MCTV15's operating rules, policies and procedures in connection with their use of the Community Media Center.
10. Productions produced at the Community Media Center outside of COS course materials and offerings shall be subject to MCTV15's published access and production fees consistent with federal law.
11. All shows that are submitted for cable casting on MCTV15 outside of COS course offerings, shall be accompanied by a signed show agreement consistent with MCTV15 operating rules, policies and procedures.
12. MCTV15 staff shall abide by the published COS hours of operation, currently 7:00 a.m. to 10:00 p.m. during regular semesters.
13. The highest priority shall be given to COS instructional activities and COS-scheduled classes when scheduling use of the Community Media Center.
14. Access to studio facilities by the public shall be limited to guests and talent for shows produced by MCTV15 and/or COS, approved volunteers and MCTV15 producers as defined below.
15. All producers who wish to use MCTV15 production facilities must have paid an annual access fee through the period of resource use consistent with applicable law. The current rates are listed on the access application form. Producers may fall into any one of the following categories/ access options:
 - a. Individual – one person who lives within Siskiyou County
 - b. Family – all members of an immediate family living within Siskiyou County.
 - c. Senior – individuals over the age of 60 and living within Siskiyou County.
 - d. Student – someone who has a current student ID card for a Siskiyou County education establishment
 - e. Non-Profit Organization – for up to 5 representatives of a Siskiyou County-based 501(c)(3) non-profit.
16. MCTV15 Board of Directors shall include at least one COS-approved person from COS.

Further, operating as independent organizations co-located at the Community Media Center, the Consortium members, where appropriate, each agree to:

1. Collaborate on work in specified areas of the Community Media Center
2. Exchange and/or transfer technology and/or expertise
3. Exchange information
4. Share personnel
5. Coordinate with community, government, commercial, and other organizations
6. Organize and support relevant seminars and meetings

7. Provide education, training, and access to the local community
8. Develop joint funding applications
9. Create a grant management facility
10. Engage in promotional activities
11. Schedule and attend regular Consortium meetings
12. Support, encourage and facilitate complementary community activities
13. Support, encourage and facilitate activities which assist in the development of regionally-based media industries

VI. COMMUNITY MEDIA CENTER CONSORTIUM COMMITTEE

1. The Community Media Center Consortium Committee (“Committee”) shall be comprised of 4 members as follows: 2 representatives from each member organization with provision to add additional individuals where necessary and appropriate.
2. The Committee shall meet on a regular basis, which shall be not less than quarterly.
3. The Committee shall manage the operations of any Community Media Center by representing the respective interests of the individual member organizations and advocating on behalf of the combined interests of the member organizations and the community.
4. All decisions made by the Committee shall be based on the principles of consensual agreement. Should consensual agreement procedures fail to produce a decision (stalemate), Consortium members shall refer the issue to their respective organizational committees for discussion and determination. In the event that this process also fails to generate a mutually acceptable decision, an external facilitator shall be engaged to assist the Consortium members in resolving the situation. The cost of the facilitator shall be borne equally by the Consortium members.

VII. OTHER TERMS AND CONDITIONS

1. Term of Agreement – This Agreement shall be effective for an initial term of one (1) year from the date last signed below. The parties shall review the Agreement at the expiration of six (6) months.
2. Modifications to Agreement – This Agreement constitutes the entire understanding of the parties and any changes shall be mutually agreed to in writing.
3. Termination of Agreement – Any party to this Agreement may terminate their participation in the Consortium and in this Agreement by giving not less than forty-five (45) calendar days’ prior written notice of intent to terminate to each of the partners. In such case, termination by one or more of the parties to this Agreement shall not alter the terms or obligations of the other parties to this Agreement. Parties terminating their participation in the Consortium and this Agreement shall negotiate the termination/resolution of any ongoing collaborative projects, proposals and contracts with other Consortium members.
4. Independent Contractor Status – This Agreement, and the terms and conditions set forth herein, shall in no way establish an employment relationship of any kind between COS and MCTV15. This Agreement is by and between two independent

entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association except as otherwise specifically set forth herein. MCTV15 shall at all times herein be responsible for providing Unemployment Insurance and Worker's Compensation coverage for MCTV15's employees and for payment of all federal, state and local payroll taxes for and on behalf of MCTV15's employees.

5. Confidentiality – MCTV15 shall comply with all federal and California state laws regarding the confidentiality and release of student information and records. To this end, MCTV15 and its employees, agents and representatives, expressly agree to maintain the absolute confidentiality of all student information obtained in the course and scope of the Consortium except to the extent such information is required to be reported to appropriate state or governmental authorities.
6. Indemnification – MCTV15 shall hold harmless, indemnify and defend COS and its officials, officers, agents and employees from any and all claims and losses accruing or resulting from injury, damage or death of any person, firm or corporation in connection with its performance of this Agreement. MCTV15 also agrees to hold harmless, indemnify and defend COS and its officials, officers, agents and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services or materials to MCTV15 in connection with the performance of this Agreement.
7. Accident/Incident Reporting – Consortium members shall complete written accident reports consistent with COS policies and procedures in connection with their use of the Community Media Center.
8. Licenses and Permits – Consortium members, specifically including MCTV15, shall obtain and keep in force all licenses, permits and certificates necessary for the performance of this Agreement.
9. Compliance with Other Laws – Consortium members expressly agree and warrant that they shall comply with all applicable state and federal laws not otherwise specifically enumerated herein, including any and all applicable reporting requirements.
10. Assignment – The obligations of the Consortium members under this Agreement shall not be assigned by any party without the express prior written consent of the Consortium Committee.
11. Non-Discrimination – Consortium members shall not engage in unlawful discrimination in the employment of persons because of race, color, national origin, age, ancestry, religion, sex, marital status, medical condition or physical handicap.
12. Waiver – No delay or omission by any party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
13. Attorney's Fees – If any litigation is initiated to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.
14. Governing Law – This Agreement shall be governed by the laws of the State of California with venue appropriate in Siskiyou County.
15. Severability – In the event that any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

16. Notice – All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

COS:

MCTV15:

College of the Siskiyous
W. David Pelham, Ed.D.
Superintendent/President
[Address]
[City], CA [Zip]

Mountain Community Television (Channel) 15
Neva Barnett
President
[Address]
[City], CA [Zip]

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party may give written notice of a change in address.

IT IS SO AGREED:

College of the Siskiyous:

Mountain Community
Television (Channel) 15

W. David Pelham, Ed.D.
Superintendent/President
College of the Siskiyous

Neva Barnett,
President, MCTV15

Date: _____

Date: _____