OFFICE OF THE LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS

CONSORTIUM FOR COMMUNITY COLLEGE TELEVISION

9300 East Imperial Highway
Downey, California 90242
(213) 922-6221

JOINT POWERS AGREEMENT
CONCERNING COMMUNITY COLLEGE TV CONSORTIUM

THIS AGREEMENT is entered into pursuant to the provisions of California Education Code Section 892.6, and of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties.

ALLAN HANCOCK COMMUNITY COLLEGE DISTRICT

BARSTOW COMMUNITY COLLEGE DISTRICT

CERRITOS COMMUNITY COLLEGE DISTRICT

COACHELLA VALLEY COMMUNITY COLLEGE DISTRICT
(College of the Desert)

COAST COMMUNITY COLLEGE DISTRICT
(Golden West, Orange Coast, and Coastline Colleges)

COMPTON COMMUNITY COLLEGE DISTRICT

EL CAMINO COMMUNITY COLLEGE DISTRICT

GLENDALE COMMUNITY COLLEGE DISTRICT

KERN COMMUNITY COLLEGE DISTRICT
(Bakersfield and Cerro Coso Colleges)
LONG BEACH COMMUNITY COLLEGE DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT
(East Los Angeles, Los Angeles City, Los Angeles Harbor,
Los Angeles Mission, Los Angeles Pierce, Los Angeles Southwest,
Los Angeles Trade-Technical, Los Angeles Valley, and
West Los Angeles Colleges)

MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT

PASADENA AREA COMMUNITY COLLEGE DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Santa Ana College)

RIO HONDO COMMUNITY COLLEGE DISTRICT

SADDLEBACK COMMUNITY COLLEGE DISTRICT

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

SANTA BARBARA COMMUNITY COLLEGE DISTRICT

SANTA MONICA COMMUNITY COLLEGE DISTRICT

VENTURA COMMUNITY COLLEGE DISTRICT
(Moorpark, Oxnard and Ventura Colleges)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
WEST KERN COMMUNITY COLLEGE DISTRICT
(Taft College)

and

OFFICE OF THE LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS,
as the party designated to carry out this agreement.

WHEREAS, the aforementioned parties recognize the need for pro-
viding Community College courses for credit by means of television
broadcast; and

WHEREAS, the aforesaid school districts desire to combine their
respective efforts to develop and conduct programs of telecast courses for
Community College credit; and

WHEREAS, the Office of the Los Angeles County Superintendent of
Schools desires to assist in developing and conducting said programs; and

WHEREAS, the parties to this agreement have determined and hereby
declare that it is in the best public interest that these parties join together to
form a consortium to accomplish the aforesaid purposes; and

WHEREAS, it is the intention of the parties to this agreement to
provide herein for the establishment of the Consortium for Community College
Broadcast Television;

NOW, THEREFORE, the aforesaid parties do hereby agree as follows:

1. This agreement shall be effective on execution hereof, and shall
continue in effect until lawfully terminated by the mutual consent of all the
parties. In the event of a reorganization of one or more of the districts
participating in this agreement, the successor in interest or successors in
interest to the obligations of any such reorganized district may be substituted
as a party or as parties to this agreement.

2. The parties to this agreement are herein designated as Consortium
for Community College Broadcast Television (hereinafter referred to as the
Consortium) and hereby join together for the purpose of providing community
college courses for credit by means of television broadcast. Said
Consortium shall consist of each of the parties hereto and such community
colleges that hereafter may join in this agreement pursuant to Article 16
hereof.

3. A Consortium Committee, an advisory body, shall be established
and shall make recommendations to the Office of the Los Angeles County
Superintendent of Schools and the member districts concerning collection
and disbursement of Consortium funds.

4. Each community college district that is a member of the Con-
sortium may appoint to the Consortium Committee one representative for
each community college maintained by said District. Each representative
shall have one vote in any action taken by the Consortium Committee.
Votes of colleges within a multi-college district may be cast by proxy
through fewer representatives. Action of the Consortium Committee shall
be limited to making recommendations pursuant to Article 3 hereof and all
action shall require a majority vote.
5. The Consortium Committee shall meet at least four times during the school year and shall have the power to appoint subcommittees and/or an executive council for the purpose of carrying out its responsibilities under this agreement. Time and location of the meeting to be mutually determined by the members of the committee.

6. The Office of the Los Angeles County Superintendent of Schools shall provide consultant and secretarial services to assist in the coordination of the Consortium.

7. Each community college district that is a member of the Consortium shall pay to the Consortium an amount as set forth below. A.D.A. as specified shall be based upon the total district A.D.A. as reported on CCAF 320 for the preceding fiscal year.

**REGULAR ASSESSMENT**

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<thead>
<tr>
<th>A.D.A.</th>
<th>AMOUNT TO BE PAID</th>
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<tbody>
<tr>
<td>0 - 3,000</td>
<td>$ 2,000</td>
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<tr>
<td>3,001 - 6,000</td>
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<tr>
<td>6,001 - 9,000</td>
<td>4,000</td>
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<td>9,001 - 12,000</td>
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<td>12,001 - 15,000</td>
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<td>15,001 - 18,000</td>
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<td>18,001 - 21,000</td>
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<td>21,001 - 24,000</td>
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<td>24,001 - 27,000</td>
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<tr>
<td>27,001 - 30,000</td>
<td>11,000</td>
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<tr>
<td>Over 30,000</td>
<td>Extend the schedule at the regular progression of $1,000 per 3,000 A.D.A.</td>
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Plus

**ENROLLMENT ASSESSMENT FOR CONSORTIUM TELEVISION (C.I.S.) COURSES**

_____ Units X Enrollment (Census Weeks Average) _____ X $2.00

The total amount payable to the County Superintendent is the total of the regular and C.I.S. assessments. The district shall pay the County Superintendent upon receipt of an invoice.

The Office of the Los Angeles County Superintendent of Schools shall establish and maintain a fund for deposit of the funds received.

8. The Office of the Los Angeles County Superintendent of Schools is the party hereby designated to carry this agreement into effect and, as such:

a. Shall have the authority, on behalf of the members of the Consortium and after securing recommendation of the Consortium Committee, to contract for the Consortium, to appoint any officer or employee of the Consortium and to employ or retain the services of other organizations and individuals as may be necessary or appropriate and to fix and pay their compensation.
h. Shall have the authority to receive, accept, expend or disburse funds of the Consortium by contract or otherwise, for purposes consistent with the provisions hereof,

c. Shall have the duty to maintain at all times strict accountability of all funds received and disbursed and shall give a report of said accounting to each member of the Consortium at the close of each school year.

9. At the end of each school year, the Office of the Los Angeles County Superintendent of Schools upon the recommendation of the Consortium Committee shall re-evaluate the amount of the contribution to be made by each member of the Consortium. On or before the 1st day of August of the second and each succeeding year of this agreement, the Office of the Los Angeles County Superintendent of Schools shall report to each of the members of the Consortium, the amount that has been determined shall be paid by each member for the ensuing year, which amount shall not be increased during that year without the recommendation of the Consortium. Said amount shall be paid by the member District on or before September 15th of that year unless said District has given notice of its intention to withdraw from the Consortium pursuant to Article 10 hereof.

10. Any member may withdraw from this agreement and from the Consortium hereby formed by giving written notice of its intention to do so to the Los Angeles County Superintendent of Schools on or before September 1st of any year. Unless otherwise specified therein, the same shall be effective upon the Office of the Los Angeles County Superintendent of Schools’ receipt of said notice. Funds contributed by any member District prior to its removal from the Consortium, shall not be returned to said District except as provided in Article 16 hereof.

11. Members of the Consortium agree that persons within each of the member Districts may enroll without interdistrict permits in telecast credit courses sponsored by the Consortium.

12. Any funds received from the State Superintendent of Schools or from State Apportionments as a result of telecast programs selected or produced by the Consortium shall accrue to the member Districts on the basis of student attendance.

13. All programs and materials developed and produced and copyrights thereof pursuant to this agreement shall become the property of the Consortium.

14. Any community college district that is not a member of the Consortium but that desires to join the Consortium may, upon recommendation of the Consortium, become a member thereof by executing an agreement with the Office of the Los Angeles County Superintendent of Schools whereby said District agrees to comply with the terms hereof and to pay the fee prescribed herein or subsequently set by the Office of the Los Angeles County Superintendent of Schools pursuant to Article 9 hereof.

15. In the event of the dissolution of the Consortium, the complete recission or other final termination of this agreement by the Office of the Los Angeles County Superintendent of Schools and by all the districts or other agencies then a party hereto, any property interest remaining in the
Consortium following a discharge of all obligations thereof, shall be disposed of as the Consortium shall then determine, with the objective of returning to the Office of the Los Angeles County Superintendent of Schools and each district and other agency which is then a party to this agreement, and proportionate return of the contributions made to such properties by such parties. The inclusion of additional parties to this agreement or the withdrawal of some but not all of the parties to this agreement shall not be deemed a dissolution of the Consortium nor a termination of agreement.

16. Should any portion, term, condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below:

By ____________________________ day of ____________________________, 1976, by
ALLAN HANCOCK COMMUNITY COLLEGE DISTRICT

By ____________________________ day of ____________________________, 1976, by
BARSTOW COMMUNITY COLLEGE DISTRICT

By ____________________________ day of ____________________________, 1976, by
CERRITOS COMMUNITY COLLEGE DISTRICT

By ____________________________ day of ____________________________, 1976, by
COACHELLA VALLEY COMMUNITY COLLEGE DISTRICT
(College of the Desert)

By ____________________________ day of ____________________________, 1976, by
COAST COMMUNITY COLLEGE DISTRICT
(Golden West, Orange Coast and Coastline Colleges)

By ____________________________ day of ____________________________, 1976, by
COMPTON COMMUNITY COLLEGE DISTRICT
By the______ day of______, 1976, by
EL CAMINO COMMUNITY COLLEGE DISTRICT

By the______ day of______, 1976, by
GLENDALE COMMUNITY COLLEGE DISTRICT

By the______ day of______, 1976, by
KERN COMMUNITY COLLEGE DISTRICT
(Bakersfield and Cerro Coso Colleges)

By the______ day of______, 1976, by
LONG BEACH COMMUNITY COLLEGE DISTRICT

By the______ day of______, 1976, by
LOS ANGELES COMMUNITY COLLEGE DISTRICT
(East Los Angeles, Los Angeles City, Los Angeles Harbor,
Los Angeles Mission, Los Angeles Pierce, Los Angeles
Southwest, Los Angeles Trade-Technical, Los Angeles Valley,
and West Los Angeles Colleges)

By the______ day of______, 1976, by
MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT

By the______ day of______, 1976, by
PASADENA AREA COMMUNITY COLLEGE DISTRICT

By the______ day of______, 1976, by
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Santa Ana College)
By
On the __________ day of __________, 1976, by
RIO HONDO COMMUNITY COLLEGE DISTRICT

By
On the __________ day of __________, 1976, by
SADDLEBACK COMMUNITY COLLEGE DISTRICT

By
On the __________ day of __________, 1976, by
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

By
On the __________ day of __________, 1976, by
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

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On the __________ day of __________, 1976, by
SANTA MONICA COMMUNITY COLLEGE DISTRICT

By
On the __________ day of __________, 1976, by
VENTURA COMMUNITY COLLEGE DISTRICT
(Moorpark, Oxnard, and Ventura Colleges)

By
On the __________ day of __________, 1976, by
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By
On the __________ day of __________, 1976, by
WEST KERN COMMUNITY COLLEGE DISTRICT
(Taft College), and

OFFICE OF THE LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS

By
Sara Lee Bates
Contractual Relations Officer

Date 10-25-76