

Memorandum of Understanding Between CCCSAA and SSSCC

This Memorandum of Understanding (“MOU”) defines the relationship between the Student Senate for California Community Colleges (“SSCCC”) and the California Community College Student Affairs Association (“CCCSAA”), referred to collectively as the Parties.

I. Description of the Partner Agencies

WHEREAS, SSSCC is a nonprofit 501(c)(3) corporation and the official California community colleges’ student voice recognized by the California Community Colleges Chancellor’s Office (“CCCCO”) and the Board of Governors of the California Community Colleges (“Board of Governors”) per CA 5 CCR §50002, and its mission is to benefit, support, and enhance the California Community College (“CCC”) system;

WHEREAS, CCCSAA is a nonprofit 501(c)(3) corporation and the leading voice for student affairs professionals in CCCs;

WHEREAS, both Parties serve as key partners within the CCC system, and in recognition of the important role students play throughout the statewide governance and consultation processes, and in efforts to facilitate and enhance those efforts, the Parties recognize the benefit of establishing a mutually beneficial relationship;

WHEREAS, the Presidents of the Parties are authorized by their respective organizations to enter into this agreement;

THEREFORE, the Parties agree to the terms and conditions contained in this MOU, outlining the relationship between the Parties as follows.

II. Mutual Relationship

The Parties enter into a relationship with the understanding of mutual benefit to each organization’s goals, as described below:

SSCCC’s intent is to collaborate with CCCSAA to strengthen regional participation in the SSSCC and regional institutional memory, and to develop the membership for the Parties through active student and advisor participation.

CCCSAA’s intent is to develop students’ leadership abilities and collaborate with students on mutually recognized issues of importance. CCCSAA shall maintain a relationship with SSSCC based on mutual respect.

III. Deliverables

The Parties agree to provide the following services:

- a. CCCSAA’s Statewide Advisor to SSSCC (“Statewide Advisor”)
 - i. CCCSAA shall elect a member of its Association to serve as the Statewide Advisor to SSSCC in accordance CCCSAA’s internal election protocols, as defined by the CCCSAA Bylaws.
 - ii. The Statewide Advisor shall:
 1. Act as an advisor, mentor, and supporter to SSSCC.
 2. Not be a member of SSSCC.
 3. Provide leadership support to the SSSCC Board of Directors.

4. Attend all regularly-scheduled SSSCC Board of Directors meetings and trainings, and any special meetings as requested by the SSSCC President and Board of Directors.
 5. Provide training as requested by the SSSCC President and Board of Directors on subjects decided by mutual agreement of the Statewide Advisor and the SSSCC President.
- iii. SSSCC shall reimburse all reasonable and necessary travel expenses (including but not limited to transportation, room, parking, and per diem) not otherwise arranged for by SSSCC to the Statewide Advisor for each SSSCC meeting or event attended in their role as Statewide Advisor per current SSSCC travel policy.
 - iv. If the SSSCC Board of Directors are dissatisfied with the Statewide Advisor due to negligence, underperformance of duties, or unprofessional and harmful actions or behavior, the SSSCC President may notify the CCCSAA President in writing to request remedy, up to and including replacement of the Statewide Advisor.
- b. Conference and Training Agreements
- i. SSSCC General Assembly (GA)
 1. At each GA, SSSCC shall provide a minimum of one (1) on-site room with adequate space and audio/visual support for CCCSAA to host advisor workshops and meetings for the duration of the GA.
 - ii. CCCSAA Student Leadership Conference (SLC)
 1. At each SLC, CCCSAA shall provide a minimum of one (1) on-site room with adequate space and audio/visual support per breakout session for SSSCC to host workshops and meetings.
 2. At each SLC, SSSCC shall negotiate with CCCSAA to provide additional on-site conference rooms/spaces for the meetings of SSSCC Caucuses and Regions.
 - iii. Other Training Agreements
 1. CCCSAA shall provide Parliamentary Procedure and Brown Act training to its membership annually. Any costs incurred for the implementation of these trainings beyond those otherwise allowed for within this MOU shall be the responsibility of CCCSAA.
 - iv. Other Conference Agreements
 1. The financial burden rests on the requestor for any requests from the event host beyond the aforementioned items unless specified by prior, written agreement from the president of the Party of which the request is made.

2. If the Parties agree to hold a joint conference in the future, a separate agreement shall be created and approved by the Parties.

IV. Procedures and Agreements

a. Parties in Interest

- i. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU to any person other than the Parties and their respective successors and alternates, nor is anything in the MOU intended to relieve or discharge the obligation or liability of any third persons to any party of this MOU, nor shall any provision give any third persons any right of subrogation or action over or against the Parties.

b. Ratification

- i. The SSCCC Board of Directors shall review the terms of this MOU annually on or before their June meeting to ensure the needs of the Parties remain in line with the terms of the MOU. The MOU shall be ratified by a majority vote of the SSCCC Board of Directors.
- ii. The CCCSAA Board of Directors shall review the terms of the MOU during the year prior to the current MOU's expiration. The MOU shall be presented at a CCCSAA Business Meeting and ratified by the CCCSAA Board of Directors.

c. Amendment

- i. The provisions of this MOU shall only be modified by mutual agreement of the Parties. No amendment shall be binding unless it is provided in writing, ratified by the Parties, and signed by the President of each of the Parties.
- ii. At such time that the conditions specified in Section IV.c.i "Amendment" are met, the amendment shall be considered to be integral to the MOU and fully enforceable within the scope of the authority provided within this document.

d. Termination

- i. Either Party has the right to cancel this MOU at any time and without future financial obligation upon sixty (60) days written notice to the other party for any reason.
- ii. Either Party may terminate this MOU if the other Party commits a material breach of this MOU and fails to cure the breach within sixty (60) days after written demand is provided to the President of the Party responsible for the breach. Each Party shall pay all costs accrued by the other Party in regards to the obligations set forth by this MOU as of the date of termination, including non-cancelable obligations incurred prior to the effective date of termination.
- iii. Any notices of termination shall be in writing and shall be served by email to the other Party's President in accordance with Section IV.e "Notices" of this MOU. All email communication sent for this purpose must include a read receipt. Notices shall be deemed received at the earlier of the following times:
 1. Confirmation of receipt by the other Party evidenced by the read receipt attached to the email, or

- 2. Seventy-two (72) hours following the time-stamped sending of the original email.
 - iv. Notices shall be directed to the email addresses provided in Section IV.e “Notices” of this MOU. Either party may change its email address for notice purposes by giving notice to the other in accordance with Section IV.e “Notices”.
- e. Notices
- i. All notices and other communications required or permitted to be given under this MOU, including but not limited to any notice of change of email address, must be directed to the following individuals:
 - 1. CCCSAA: CCCSAA President (president@cccsaa.org)
 - 2. SSSCC: SSSCC President (president@studentsenateccc.org)
- f. Past Agreements
- i. This MOU constitutes the final, complete, and exclusive statement of the terms between the Parties. This MOU supersedes all prior and contemporaneous understandings or agreements between the Parties. No Party has been induced to enter this MOU by or is relying on any representation or warranty outside those expressly set forth in this MOU.
 - ii. No member of the SSSCC or CCCSAA Board of Directors, nor any member acting as an agent of either Party, shall sign or otherwise authorize any changes to this MOU without prior approval of their respective Board of Directors.
- g. Effective Date and Authority to Execute
- i. This agreement shall take effect after being ratified by the Boards of Directors of each respective Party and being signed by each president, and shall continue until terminated as provided under Section IV.d “Termination”. The relationship defined in this MOU between the Parties shall be negotiated biennially (every two years) before the first day of September. In such case that the MOU has not been ratified and signed by the Parties before September 1 two years after the effective date, it shall be terminated immediately.
 - ii. The signatories below each represent that they are authorized to sign this MOU on behalf of their respective Parties. This MOU may be executed in counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument. A photocopy may serve as an original.



Danny Thirakul (Feb 27, 2020)

Danny Thirakul, *President*
 Student Senate for California Community Colleges

Feb 27, 2020

Date



Raniyah Johnson (Mar 2, 2020)

Raniyah Johnson, *President*
 California Community College Student Affairs Association

Mar 2, 2020

Date