

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CALIFORNIA COMMUNITY COLLEGE CHANCELLOR’S OFFICE, ON
BEHALF OF THE BOARD OF GOVERNORS OF THE CALIFORNIA
COMMUNITY COLLEGES,
AND
THE STUDENT SENATE FOR CALIFORNIA COMMUNITY COLLEGES

This Memorandum of Understanding (“MOU”) is entered into between the California Community Colleges Chancellor’s Office, on behalf of the California Community Colleges Board of Governors, and the Student Senate for the California Community Colleges (“SSCCC”), pursuant to Board of Governors Standing Order 333.

The Board of Governors is responsible for leadership and direction in the continuing development of the California Community Colleges. The SSCCC is the statewide community college student organization, recognized by the Board of Governors. The SSCCC was established in conjunction with local associated student organizations so that the community college students of California may have a formal and effective means for participating in the formation of state policies that have or may have a significant impact on students. The SSCCC represents the students of the California Community College (CCC) system in state- level shared governance and legislative advocacy.

The purpose of this MOU is to establish the conditions under which the SSCCC will continue to operate as the official statewide community college student organization recognized by the Board of Governors, to establish the terms of the relationship between the Chancellor’s Office and the SSCCC, and to implement the student representation fee provisions of Education Code section 76060.5. This MOU shall not constrain the future exercise of the Board of Governors’ authority to recognize a statewide student organization, including terminating SSCCC’s recognition by the BOG.

California Education Code section 76060.5 authorizes the collection and expenditure of certain student representation fees to establish and support the operations of the California Community Colleges’ statewide student organization recognized by the Board of Governors. The parties anticipate that increased fee revenue has and will provide the means for greater SSCCC independence from the Chancellor’s Office.

I. Financial Support of the SSCCC

Effective January 1, 2020, one dollar (\$1) of every two-dollar (\$2) student representation fee collected by a local community college will be collected to support the operations of the SSCCC as the statewide community college student organization recognized by the Board of Governors. The SSCCC is to provide effective student representation and participation in state-level community college shared governance, with governmental affairs representatives to advocate before the Legislature and other state and local governmental entities.

The Parties anticipate that SSSCC revenues will provide the means for the SSSCC to achieve financial independence from the Chancellor's Office. Effective April 15, 2021, all financial support of the SSSCC derived from the Chancellor's Office general fund will terminate.

II. SSSCC Commitments

SSCC agrees to meet the following requirements of Education Code section 76060.5:

- Establish a sustainable foundation for statewide community college student representation and advocacy;
- Promote institutional and organizational memory;
- Ensure and maintain responsible community college student organizational oversight and decision making;
- Strengthen regional approaches for community college student representation and coordination;
- Promote and enhance student opportunities for engagement in community college student issues and affairs;
- Provide for open and public transparency and accountability; and
- Support student participation and engagement in statewide higher education policy and advocacy activities.

In addition, the SSSCC agrees to meet the following requirements to ensure it adheres to best practices for the benefit of California community college students and their representation:

A. Executive Director.

The SSSCC will retain an Executive Director to manage and coordinate the SSSCC's activities, ensure continuity of its operations, provide institutional and organizational memory, direct the work of staff and contractors, ensure compliance with all legal requirements, and perform other appropriate functions. In the event of a vacancy in the Executive Director position, the SSSCC shall appoint an interim Executive Director and promptly conduct a search to identify and appoint a permanent Executive Director.

No current community college student, nor any current or former SSSCC student senator or board member, may serve as Executive Director within five (5) years of service in the SSSCC. This restriction is also reflected in SSSCC resolutions.

The SSSCC shall provide to the Chancellor's Office a copy of its current policy regarding the review of the Executive Director, and any subsequent amendments to that policy.

B. Professional Staff.

The SSSCC will retain such administrative, professional, financial services, and

communications staff, through employment or by contract, to ensure its operations are conducted in a cost effective and professional manner, serving the best interests of California community college students, and the California community colleges. All legal, accounting, and auditing services must be provided by appropriately credentialed individuals.

C. Fiscal Prudence.

The SSCCC shall exercise prudent fiscal management and implement generally-accepted accounting and internal controls and procedures. The SSCCC must establish an annual budget of anticipated revenues and expenditures for each July 1 – June 30 annual reporting period. Such budget must be in sufficient detail to present the primary anticipated expenditures of the organization over the twelve-month period and must generate positive net income reserves equal to at least 10% of annual revenue per year. The budget must be sufficient to cover SSCCC obligations undertaken in this MOU.

An independent certified public accountant shall be retained by the SSCCC to conduct an annual audit of all SSCCC funds. All audit reports shall be provided to the Chancellor's Office and the SSCCC in a timely manner following their completion, and shall be posted on the SSCCC Internet site. The SSCCC shall publish on its Internet site an annual audited statement of its financial condition, and make it available to any person upon request. The SSCCC shall comply with the local agency audit rotation requirements of Government Code section 12410.6, subdivision (b). The Chancellor's Office may appoint its own independent third party auditor at any time.

In the event the Board of Governors withdraws recognition of the SSCCC, SSCCC shall promptly return to the Chancellor's Office all uncommitted and unspent funds, which funds will be held by the Chancellor's Office for the benefit of a successor entity.

D. SSCCC Organizational Responsibilities.

The SSCCC shall be responsible for all organizational responsibilities including the following: ensuring the eligibility of SSCCC student officers (Ed. Code, § 76061), establishing and maintaining personnel policies and procedures, generally accepted accounting controls and procedures, financial accounting, budgeting and reporting, annual financial audits, legal compliance, and other responsibilities as required by law and this MOU, or as deemed necessary and appropriate by the SSCCC.

E. Adherence to Law.

The SSCCC and its board members, employees, consultants, and contractors will adhere to all laws applicable to the SSCCC's corporate form and to auxiliary organizations.

F. Ethical Conduct.

The SSCCC shall adopt standards of ethical conduct for SSCCC board members, employees, consultants, and contractors to protect the SSCCC against conflicts of interest, lapses in professionalism and ethics, to allow for meaningful enforcement, and to address any other issues appropriate to a non-profit student governance organization.

In the event the Chancellor's Office receives a complaint of misconduct against the SSCCC, or any of its members, employees, consultants, contractors, or agents, the Chancellors Office may investigate the matter, or refer it to another appropriate agency, including a community college district for investigation. The SSCCC shall respond to requests for information, and provide relevant documents upon request of the Chancellor's Office or another responsible agency.

G. Independent Legal Status.

The SSCCC is a separate legal entity, registered with the California Secretary of State, and authorized to do business within the State of California. It is managed and operated independent of the Board of Governors and the Chancellor's Office. SSCCC employees are not employees of the state, and are not subject to state personnel policies, regulations, or collective bargaining agreements. SSCCC personnel policies and procedures shall govern the employment terms and conditions of SSCCC staff including day-to-day supervision and authority.

H. SSCCC Leadership of Student Participation in Participatory Governance.

The SSCCC shall be the coordinating body for student involvement in a variety of participatory governance structures within the California community college system. It shall fulfill the following responsibilities:

1. *Student Members of the Board of Governors.* SSCCC shall coordinate and fully participate in the search for candidates for student members of the Board of Governors. The SSCCC shall consult with the Chancellor's Office for at least 2 weeks prior to forwarding its suggested candidates to the Office of the Governor for consideration.
2. *Consultation Council participation.* The SSCCC shall provide representatives from its leadership at monthly meetings of the Chancellor's Consultation Council.
3. *Coordination of student involvement.* The SSCCC shall continue to coordinate and advise students involved in California community colleges participatory governance activities. It coordinates student participation with the Chancellor's Office, the Academic Senate, and other community college stakeholders, provides training, and develops educational campaigns and policy positions.

4. *Leadership development.* The SSCCC shall design and implement leadership development trainings and activities at the system and campus levels, carry out leadership conferences and education policy trainings, and provide developmental activities for student leaders.
5. *Voter Registration.* It is a priority for public institutions of higher education to facilitate civic and community engagement through annual voter registration and education efforts. The SSCCC agrees to lead student efforts to conduct on-campus voter registration within the community college system.

I. Records Retention and Reporting.

The SSCCC shall maintain all records for at least five years, including those related to monthly meeting attendance, Student Senate Board participatory governance reports, financial records, correspondence, and records of complaints submitted to the SSCCC. These records shall be made available to the CCCCCO upon request.

The SSCCC will present an annual report to the Board of Governors in May of each year detailing:

1. SSCCC participatory governance and other activities and their alignment with the Board of Governor's Vision for Success; and
2. The SSCCC's fiscal condition, including any annual audit findings in the SSCCC annual independent financial audit.

J. Accountability to Students and Local Student Organizations.

The SSCCC was established to work in conjunction with local associated student organizations recognized by community college governing boards, pursuant to title 5, section 51023.7, so that the community college students of California may have a formal and effective means for participating in the formation of state policies that have or may have a significant impact on students.

The SSCCC shall undertake a review of its system of nominating and electing the SSCCC board, and establish governance structures that explicitly connect SSCCC leadership to local community college student governance organizations, and the goals and commitments of the Vision for Success. SSCCC shall seek and obtain approval of a system of elections from the Chancellor's Office by June 30, 2021, ensuring that elected board members are accountable to local student body associations. The election system shall be promulgated in the SSCCC by-laws after ratification by a majority vote of the SSCCC General Assembly.

K. Public Accountability

1. Public Records.

SSCCC shall comply with the California Public Records Act (Gov. Code, §§ 6250, et seq. (Ed. Code, § 76060.5, subd. (d))).

2. Public Meetings.

SSCCC shall comply with the Ralph M. Brown Act (Gov. Code, §§ 54950, et seq.) which governs public access to meetings of public bodies. (Ed. Code, § 76060.5, subd. (d).)

III. **Chancellor's Office Commitments.**

A. Disbursement and Maintenance of Student Representation Fees.

Pursuant to Education Code section 76060.5, subdivision (c), student representation fees collected for allocation to the SSCCC are distributed annually by participating California community college districts to the Chancellor's Office by February 1. The Chancellor's Office shall have custody of these funds until their annual distribution to the SSCCC on or before April 15. The annual distribution of funds is conditioned upon SSCCC's satisfaction of all of the requirements, obligations, and goals enumerated in section 76060.5, subdivisions (b) and (c), and adherence to the requirements of this MOU.

Costs incurred by the Chancellor's Office to implement the management and distribution of student representation fees to the SSCCC may be withheld by the Chancellor's Office from the distribution of student representation fees to the SSCCC, as authorized by Education Code section 76060.5, subdivision (g).

B. Consultation Council.

The Chancellor has established, and shall maintain, two seats on the Consultation Council for representatives of the SSCCC.

C. Chancellor's Office Responsibility to the Board of Governors.

The Chancellor's Office is responsible for making recommendations to the Board of Governors for the conduct of its supervisory role over the community college system. Alleged violations of law or serious violations of internal SSCCC policies or procedures, or of this MOU, may require the Chancellor's Office to investigate, seek a resolution with the SSCCC and, in the absence of an appropriate resolution, recommend that the Board of Governors withdraw recognition of the SSCCC as the statewide community college student organization.

D. Ongoing Fiscal Support.

The Chancellor's Office will continue to provide financial support by authorizing distributions from statewide set aside funds through a designated fiscal agent in amount of \$120,000 in fiscal year 2019-2020, and \$95,000 in fiscal year 2020-2021. This fiscal support is to fund the Executive Director position and SSCCC activities intended to advance student equity. The parties agree that all Chancellor's Office fiscal support of the SSCCC shall terminate on April 15, 2021.

IV. Board of Governors Reservation of Rights.

The Board of Governors reserves the right to withdraw recognition of the SSCCC as the statewide community college student organization by majority vote.

V. General Terms & Conditions

A. Mutual Cooperation

The Chancellor's Office and SSCCC will act reasonably and in good faith to foster a positive and mutually beneficial relationship.

B. Use of Confidential Information

The SSCCC shall not utilize any non-public information which is received by reason of this MOU or any collaboration with the Chancellor's Office for pecuniary gain or for reasons not contemplated by the terms of this MOU. Any and all Chancellor's Office information obtained by the SSCCC is the property of the Chancellor's Office and shall not be used in any manner by SSCCC unless authorized by the Chancellor's Office.

The SSCCC acknowledges that student personal information is protected by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), by the Information Practices Act (California Civil Code section 1798 et seq.), and by California Constitution article 1, section 1. The SSCCC shall maintain the privacy of personal and individually identifiable student information and shall not release such information without full compliance with applicable state and federal privacy laws.

C. General Indemnity

The SSCCC agrees to indemnify, defend, and hold harmless the State of California, the Board of Governors, the Chancellor's Office, or their respective officers, agents and employees from any and all claims, losses, damages, or liabilities that may be suffered or incurred by the State, the Board of Governors, or the Chancellor's Office, or their respective officers, agents and employees, caused or arising out of, or in any way connected with, the operation of the SSCCC or the use of Chancellor's Office's facilities by the SSCCC.

D. Severability

It is expressly agreed and understood by the parties that if any provision of this MOU is held to be invalid under any applicable statute or rule of law, it is deemed to be omitted.

E. Waiver of Rights

Any action or inaction by a party to this MOU, or failure of a party on any occasion to enforce any right or provision of the MOU, shall not be construed to be a waiver of that right or provision and shall not prevent the party from enforcing the right or provision on a future occasion. The rights and remedies of the parties stated in this

MOU are not exclusive, and are in addition to any other rights and remedies provided by law that are not inconsistent with this MOU.

F. Amendment

Any amendment of this MOU must be in writing, and signed by both parties.

G. Termination

Both the Chancellor's Office and SSCCC have the right to terminate this MOU at any time upon thirty (30) days written notice to the other party.

H. Entire Agreement

This MOU sets forth the entire agreement between the parties, and supersedes all prior agreements, with respect to the subject matter addressed in the MOU.

I. Non-assignability

This agreement is not assignable by either party.

J. Governing Law

This MOU shall be construed in accordance with and governed by the laws of the State of California

K. Effective Date and Term

This MOU is effective upon full execution by the authorized representatives of each party. The MOU shall remain in effect for three (3) years from the effective date, unless terminated. This period may be extended in writing by mutual written consent of the parties. The parties understand that full implementation of the requirements of this MOU is required on or before April 15, 2021.

L. Notices

All notices required by this MOU shall be deemed to have been fully given when made in writing via mail or electronic mail, and received by the Student Senate President and the Chancellor's staff liaison at the following addresses:

Chancellor's Office SSCCC Staff Liaison
Education Services and Support Division 1102 Q Street
Sacramento, CA 95811
E-mail: SSenate@cccco.edu


SSCCC
Attn: President 1102 Q Street, Suite 4554
Sacramento, CA 95811
E-mail: president@studentsenateccc.org

M. Representation

Both parties have had an opportunity for their respective legal counsel to review this MOU.


IN WITNESS WHEREOF, the parties hereto as of the date first above written have executed this agreement.

The California Community Colleges Chancellor's Office

By: 
Eloy Oakley
Chancellor


5/8/2020
Date

Student Senate for California Community Colleges

By: 
Danny Thirakul
President

May 8, 2020
Date

Approved as to legal form:

By: 
Marc A. LeForestier
General Counsel

May 6, 2020
Date