

## **Memorandum of Understanding**

*By and Between*

**THE BOARD OF GOVERNORS OF THE CALIFORNIA COMMUNITY COLLEGES,  
THE CALIFORNIA COMMUNITY COLLEGE CHANCELLOR'S OFFICE**

*And*

**THE STUDENT SENATE FOR CALIFORNIA COMMUNITY COLLEGES**

This Memorandum of Understanding (herein referred to as "MOU") is entered into by and between the Board of Governors of the California Community Colleges ("BOG"), the California Community College Chancellor's Office ("CCCCO") and the Student Senate for California Community Colleges ("SSCCC"), and will become effective when signed by the authorized signatories of each party.

### **Background and Purpose**

California Education Code section 76060.5 authorizes the collection and expenditure of certain student representation fees to establish and support the operations of a statewide community college student organization, recognized by the BOG, with effective student representation and participation in state-level community college shared governance and with governmental affairs representatives to advocate before the Legislature and other state and local governmental entities.

The SSSCC represents the students of the California Community College (CCC) system in state-level shared governance and legislative advocacy. The purpose of the SSSCC is to fulfill responsibilities regarding student representation, collaboration, accountability, communication, and strategic advocacy.

The purpose of this MOU is to authorize the SSSCC to operate as the official statewide community college student organization, recognized by the BOG, pursuant to California Education Code section 76060.5, to establish the nature of the working relationship between the CCCCCO and the SSSCC, and the terms and conditions of that relationship.

Any reference to the Student Senate Board or board members in this MOU does not refer to members the BOG, but to the student representatives within the SSSCC, unless expressly indicated.

### **I. CCCCO Support of SSSCC and Working Relationship**

Pursuant to California Education Code section 76060.5(d)(5), one component of the SSSCC's eligibility to receive Student Representation Fees described in section 76060.5(c), is that it meet certain obligations and address goals, including but not limited to, all of the following:

- a. Establish a sustainable foundation for statewide community college student representation and advocacy;
- b. Promote institutional and organizational memory;
- c. Ensure and maintain responsible community college student organizational oversight and decision making;

- d. Strengthen regional approaches for community college student representation and coordination;
- e. Promote and enhance student opportunities for engagement in community college student issue and affairs; and
- f. Provide for open and public transparency and accountability.

California Education Code section 76060.5(c)(2) allows the BOG to include any additional goals in furtherance of the aforementioned goals listed above and for the benefit of the SSSCC and community college students throughout the state.

Using Student Representation Fees, the SSSCC must also enter into a Management Services Agreement with a reputable and mission-aligned entity (Management Services Provider), to receive professional guidance in establishing a sustainable organization with responsible oversight and institutional/organizational memory.

The SSSCC shall engage a Management Services Provider to assist with a myriad of back-office organizational responsibilities such as: recruiting and hiring an Executive Director, establishing personnel policies and procedures, establishing generally accepted accounting controls and procedures, financial accounting, budgeting and reporting, assisting with the financial audit, assisting with other applicable areas of legal compliance, and other back-office responsibilities as deemed necessary and appropriate by the SSSCC, the CCCCCO, and the Management Services Provider. Both the Management Services Provider and the resulting Management Services Agreement must be approved by the CCCCCO. Nothing in this agreement, however, is intended to waive any attorney-client privilege, or to require the waiver of such privilege.

#### **A. CCCCCO Annual Funding Contribution and Transition Period**

Separate and apart from the Student Representation Fees, the CCCCCO provides an annual financial contribution to the SSSCC, which is intended to help the SSSCC meet its goals. The following guidelines shall govern the use and management of these funds:

- a. The CCCCCO's annual financial contribution will be utilized to support participation in CCC system events and the SSSCC monthly meetings, subject to the CCCCCO's budget.
- b. All costs associated with the SSSCC legislative activity, lobbying, lobbying materials, lobbying training, including salaries, benefits and operating expenses for external affairs related students and staff, will be funded solely from the Student Representation Fees and donations. Funds provided by the CCCCCO to the SSSCC may not be used for any SSSCC legislative activity.

Once the Student Representation Fees total \$1 million dollars or more in any fiscal year, the CCCCCO will stop providing an annual funding contribution to SSSCC, beginning in the following fiscal year. The SSSCC must adhere to all insurance and eligibility provisions set forth in this MOU before the transition period begins.

#### **B. CCCCCO Liaison Responsibility**

The CCCCCO provides a CCCCCO-SSCC Liaison to the SSSCC to help the SSSCC meet their goals. The following general and specific tasks will be performed by the CCCCCO Student Senate Liaison ("Liaison") unless both parties agree to transfer responsibility to the SSSCC. General tasks of the Liaison shall include:

- a. Provide support to the SSSCC;
- b. Attend monthly SSSCC meetings to represent CCCCCO;
- c. Initiate and process Student Senate board member eligibility forms (initial and twice per term);
- d. Provide new Student Senate board members with initial documents needed and verify eligibility;
- e. Notify the Student Senate board once eligibility has been verified for new Directors; and

Specific tasks of the Liaison shall include:

**1. Provide professional staff support for Student Senate Board of Directors**

- a. Plan monthly meetings: Printing of monthly agenda, printing & posting of all SSSCC meeting agendas (pursuant to the Brown Act); and
- b. Make travel arrangements for Student Senate /board members for monthly meetings, General Assembly, and shared governance meetings, including: Booking flights/bus/train/shuttle, making travel changes, processing reimbursement for travel claims, providing accounting with documentation, following up on Senate Board requests and meeting outcomes, maintaining list of shared governance committee appointments, updating meeting appointments, creating and maintaining Senate Board database with contact information, emergency contact, and advisor information, and producing SSSCC resources to new Senate board members or when requested.

**2. Organize the annual Student Senate Leadership Summit/Orientation**

- a. Develop agenda;
- b. Print agenda for the Summit;
- c. Schedule presenters;
- d. Organize meeting logistics; and
- e. Develop and update resource binders.

**3. Provide business process support**

- a. Administer budget and approve expenses, including: the Chancellor's Office account, the donations account, conference account, and Management Services Provider account; and
- b. Administrative support, including: review and approve expenses for reasonableness and alignment with budget, log SSSCC expenses, log any donations, transfers and deposits, provide Management Services Provider and the CCCCCO with documentation (when necessary) and retaining record of supporting documentation.

**4. Assist with event planning**

- a. Provide support in planning and hosting General Assembly;
- b. Initiate contracts for service; and
- c. Processing invoices for payment.

### **C. SSSCC Executive Director**

Using Student Representation Fees, an Executive Director position will be created to assist with leadership, fiscal management (including budgeting and planning), communication, management of Student Senate Board of Directors, and planning responsibilities for the SSSCC.

The CCCCCO and the Management Services Provider will assist the SSSCC in creating a position description for the Executive Director. The Management Services Provider and the SSSCC will conduct an impartial and transparent search for an Executive Director, with the CCCCCO retaining final approval rights of such selection. The CCCCCO, Management Services Provider, and the SSSCC shall have the right to review the performance of the Executive Director and initiate termination proceedings in accordance with applicable policies and procedures.

During the initial start-up phase of operations, the Executive Director may be phased-in on a part-time basis as an independent contractor, employee of the Management Services Provider, or in another legally acceptable manner as approved by the Management Services Provider. If the Executive Director is hired as an employee of the Management Services Provider, whereby the Management Services Provider would be acting as the “employer of record,” the employment policies and procedures of the Management Services Provider would prevail.

Pursuant to SSSCC resolution SP13 23.01: Anti-Revolving Door Policy in Hiring, a current community college student, or any current or former Student Senate Senator or Board of Director, regardless if elected regionally or at the statewide level, may not serve as Executive Director within five (5) years of service in the SSSCC.

### **D. SSSCC Staff and Reporting Structure**

The SSSCC must establish appropriate personnel policies and procedures, including recruitment, evaluation, compensation, and termination processes, as approved by the Management Services Provider and the CCCCCO, prior to the direct hire of any SSSCC employee. No SSSCC employee shall be considered an employee of the state nor will any SSSCC employee be hired in accordance with state personnel policies, regulations and collective bargaining agreements. The CCCCCO Human Resource Services will not assist in ensuring compliance with applicable laws, regulations, and policies regarding the recruitment, evaluation, compensation, and termination processes for SSSCC employees.

All SSSCC staff shall report to the Executive Director. The Executive Director shall report to the CCCCCO Student Senate Liaison, or as otherwise directed, to ensure compliance with applicable laws, regulations, and policies regarding the recruitment, evaluation, compensation, and termination processes for SSSCC employees.

The SSSCC personnel policies and procedures, as approved by the CCCCCO and Management Services Provider, shall govern the employment terms and conditions of the SSSCC staff including day-to-day supervision and authority.

### **E. Creation of Senior Advisory Group**

A Senior Advisory Group consisting of CCCCCO and community college constituency groups shall be created to advise the SSSCC with any matters regarding governance and operation. The intent

of the Senior Advisory group is to serve the SSSCC in an advisory role by providing guidance and support. The Senior Advisory group will not affect the SSSCC's advocacy rights in any way, and the SSSCC will retain its independent right to advocate on its own behalf.

#### **F. Coordinating Student Participation in Policy Development and Shared Governance**

The SSSCC is the coordinating body for a variety of student participation and student shared governance programs. The CCCCCO's funding and staff time contributions to SSSCC are intended to support these efforts, as follows:

1. *Coordination of the search for the student BOG representative(s):* The SSSCC coordinates the search and has full participation in the student trustee search process. The SSSCC also facilitates procurement of student office space at the student BOG representatives' campuses of origin, upon appointment to the BOG.
2. *Coordination of student involvement and advisement:* The SSSCC coordinates and advises students participating in CCC system-wide committees, task forces, and initiatives with CCCCCO providing training materials, and student participation in meetings.
3. *Facilitating student participation at the CCCCCO:* SSSCC coordinates student involvement with the CCCCCO and Academic Senate for CCC. CCC student leaders maintain a role in developing joint education campaigns with the CCCCCO, developing certain policies as stipulated by statute, and participating in SSSCC executive personnel searches.

#### **G. Senate Board Eligibility Standards**

The CCCCCO holds the sole authority to verify the statutory eligibility standards of the SSSCC Board. Academic eligibility processes will be provided by the CCCCCO, with updates made annually by June 1. Failure to comply with the CCCCCO's findings will result in the CCCCCO first providing notice to the SSSCC President and Vice President for immediate action under SSSCC bylaws. If there is failure on the part of the SSSCC Board to act, a Vice Chancellor at CCCCCO will then notify the Deputy Chancellor or Chancellor at the CCCCCO. If failure to comply by statutory eligibility standards persists, then the actions of the SSSCC Board will be reported to the BOG.

The failure of any Senator or any Board of Director to abide by the Student Senate Council's Articles of Incorporation, the Constitution, the By-Laws and/or any new resolution or governing document in the future may prompt referral of the violation to the appropriate state or federal body. While the appropriate state body investigates any violation and its potential impact on the validity of the SSSCC's legal status, the CCCCCO will send notice to the SSSCC Board, the Chancellor, and the BOG President of the pending investigation.

#### **H. Attendance Accountability**

The SSSCC Executive Director and/or President or Vice President shall regularly interact with the Chancellor's Office Liaison to ensure monthly attendance reporting, and accurate and timely filing of all Student Senate Board participatory governance reports (due monthly as indicated in SSSCC By-Law Article V, Section 3 as of July 2016). Digital files of all participatory governance reports must be submitted by each month's end and will be housed at the CCCCCO for two years.

The SSSCC Director and/or President or Vice President, in conjunction with the Chancellor's Office Liaison, will present an annual report to the BOG at the March BOG meeting highlighting the consistency and quality of the participatory governance reports of the previous year and Student Director attendance at participatory governance opportunities and external affairs efforts.

#### **I. Code of Conduct**

The CCCCCO shall provide a policy on Student Senate member code of conduct for SSSCC supported events that articulates practices for prompt dismissal from the Student Senate Board and/or automatic removal from an SSSCC event, and refer all other violations that are not deemed subject to dismissal or automatic removal to the appropriate authority for immediate follow-up. Violations of professional standards and Code of Conduct standards at CCC sponsored meetings and functions (General Assembly, senate meetings, advisory groups, committees, overnight hotel stays, etc.) will be considered grounds for immediate dismissal from the Student Senate Board, along with any other disciplinary actions that the CCCCCO may take listed in the policy on Student Senate member code of conduct.

The Student Senate Board in collaboration with the CCCCCO will develop and maintain an SSSCC Code of Conduct, and conduct policies for enforcing CCC-referred and participant violations. The SSSCC Board is responsible for providing an annual enforcement plan for both Codes of Conduct to the CCCCCO for approval. The SSSCC may not host any in-person meetings until the enforcement plan is approved by the CCCCCO. The CCCCCO Code of Conduct and the enforcement plan will both be updated annually by June 1.

#### **J. Code of Conduct Violation Procedures**

Any violation(s) of the Code of Conduct by a SSSCC Director, staff, board member or employee must be immediately reported to CCCCCO. The SSSCC shall also coordinate with the CCCCCO to notify the local district of all violations. Failure to report or provide notice of a violation will subject SSSCC to a three-step disciplinary process:

1. The first violation will result in a notice of violation from the CCCCCO with the opportunity to cure the violation within 30 days. Failure to cure the violation within 30 days will result in a 12-month probationary status as set forth below.
2. A second violation and failure to cure will prompt a 12-month probationary status of the SSSCC Board with the CCCCCO, and the Chancellor and BOG President will be notified. Probationary status must be acknowledged at the BOG annual review.
3. A third violation and failure to cure within the 12-month probationary period will result in immediate recommendation by the CCCCCO of the SSSCC's forfeiture of BOG recognition.

Nothing in this MOU shall limit the CCCCCO's ability to recommend forfeiture of the SSSCC's recognition by the BOG.

#### **K. Facilitating Student Leadership Development and Training**

As a supplement to their general education, students benefit from leadership development and training opportunities that allow critical analysis of higher education issues, involvement in education policy reform and creating student-led initiatives. With the leadership of an SSSCC

Executive Director, SSCCC responsibilities include: designing and implementing leadership development trainings and activities at the system and campus levels, carrying out leadership conferences, education policy issues trainings, and providing developmental activities for student leaders.

#### **L. Consultation Process and Shared Governance**

The BOG maintains a consultation process at the state level to ensure representatives from all levels of the community college system have an opportunity to advise the Chancellor and BOG on state policy decisions. A group of representatives meets with the Chancellor once a month to review and evaluate policy proposals and related issues.

### **II. Fiscal and Legal Eligibility Requirements**

In addition to meeting the goals outlined in Part I above, California Education Code section 76060.5(d) requires that the following criteria be met in order for the SSCCC to be eligible to receive the Student Representation Fees:

- a. The SSCCC must be an established legal entity, registered with the California Secretary of State;
- b. Comply with all applicable state and federal laws and reporting requirements;
- c. Exercise prudent fiscal management by establishing generally accepted accounting controls and procedures;
- d. Complete an annual independent financial audit, the results of which shall be annual provided to the BOG for review; and
- e. Meetings of the SSCCC shall be open to the public and shall comply with the requirements of the California Public Records Act and the Ralph M. Brown Act.

As stated more fully in in Section I, “Using Student Representation Fees,” the SSCCC must engage a Management Services Provider for professional guidance and assistance with a myriad of back-office organizational responsibilities such as establishing generally accepted accounting controls and procedures, financial accounting, budgeting and reporting, assisting with the financial audit, assisting with other applicable areas of legal compliance, and other back-office responsibilities as deemed necessary and appropriate by the SSCCC, the CCCCCO, and the Management Services Provider.

#### **A. Independent Status**

The SSCCC and its agents and employees, in the performance of this MOU, shall act in an independent capacity and not as officers or employees or agents of the State of California. While the SSCCC may be required under the terms of this MOU to carry worker’s compensation insurance, the SSCCC and its members are not entitled to unemployment or workers’ compensation benefits from the CCCCCO.

#### **B. 501(c)(3) Eligibility**

The SSCCC must maintain in good standing with the Internal Revenue Service and Franchise Tax Board as a valid 501(c)(3) non-profit organization. The SSCCC shall be liable and responsible for any fees, including registration fees, with the Internal Revenue Service and Franchise Tax Board.

The SSCCC may also utilize the 501(c)(3) status of an independent or auxiliary organization, if both parties agree, so long as the independent or auxiliary organization is valid and in good standing with the Internal Revenue Service and California Secretary of State.

If the SSCCC is not recognized as a legal entity by the California Secretary of State, the CCCCCO will continue to hold the Student Representative Fee funds until the SSCCC obtains the appropriate legal status as required.

### **C. Internal Controls**

The SSCCC must establish and implement internal controls over its financial reporting in such a manner that allows management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.

### **D. Annual Budget**

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. At a minimum, the budget must be sufficient to cover required expenses as more fully described in this MOU, such as: Management Services, Insurance, Audit, Executive Director, and other costs required to meet the terms of this MOU.

The budget must be reviewed and approved by the CCCCCO in accordance with paragraph G, Student Representation Fee Funds. The SSCCC will submit a budget to the CCCCCO no later than May 30<sup>th</sup> for approval. The CCCCCO will review and approve all budgets with reasonable prudence and collaborate with the Management Service Provider if necessary. Approval of all budgets by the CCCCCO shall not be unreasonably withheld. All expenditures must also be reviewed against the annual budget and approved for payment by the CCCCCO-SSCCC Liaison. Any budget discrepancy greater than 5% of any budget line item shall be reviewed and approved by a CCCCCO Vice Chancellor.

### **E. Accounting and Annual Audits**

An independent certified public accountant shall be retained by the Management Service Provider and paid by the SSCCC to annually audit all of the SSCCC's funds pursuant to the MOU. Such audit reports shall be supplied to the CCCCCO and SSCCC in a timely manner following their completion.

Pursuant to California Education Code section 76065.5(d)(4)(A), the SSCCC shall annually provide the results of its independent financial audit to the BOG for review. The SSCCC shall also annually publish an audited statement of its financial condition and make it available to any person upon request.

### **F. Auditor Rotation**

In accordance with Government Code section 112410.6(b), commencing with the 2103-14 fiscal year, a local agency shall not employ a public accounting firm to provide audit services to a local agency if the lead audit partner or coordinating audit partner having primary responsibility for the

audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local agency for six consecutive fiscal years.

#### **G. Student Representation Fee Funds**

Pursuant to California Education Code section 76065.5(d), Student Representation Fee funds shall be distributed by participating California community colleges to the BOG and/or CCCCCO by February 1. The BOG and/or CCCCCO shall have sole custody of the funds until the prescribed dispersal date of April 15 if the SSCCC satisfies all requirements of California Education Code section 76065.5(d) as set forth in this MOU.

After the first year that the Student Representation Fee funds are received, the BOG and/or CCCCCO shall condition receipt of future funds pursuant to California Education Code section 76065.5(d)(B)(i). Future funds will be conditioned on an annual financial audit that is free of any significant findings, such as errors or deficiencies. Student Representation Fee funds will be held from the SSCCC until the SSCCC addresses and corrects any identified audit findings after being given a reasonable opportunity to cure. The BOG and/or CCCCCO will not unreasonably withhold funds from the SSCCC under this MOU.

The BOG and/or CCCCCO will retain 15% of gross Student Representation Fee funds deposited by community college districts in contingency reserve (Contingency Funds) for future use by the SSCCC as required by Education Code section 76060.5(c)(2)(D). Contingency Funds may only be used with explicit written approval of the Chancellor of the CCCCCO.

Any costs incurred by the CCCCCO to implement the management and distribution of the Student Representation Fee funds shall be reimbursed by the SSCCC as required by California Education Code section 76060.5(j).

#### **H. Holding of Student Representation Fee Funds**

Pursuant to California Education Code section 76065.5(k), if there is no statewide community college student organization that is recognized by the BOG, or if the current SSCCC ceases to exist, any collected Student Representation Fee funds shall be held by the CCCCCO until a qualifying statewide community college organization is recognized.

### **III. General Terms & Conditions**

#### **A. Mutual Cooperation**

The CCCCCO and SSCCC will act reasonably and in good faith to foster a positive and mutually beneficial relationship.

#### **B. Voter Registration**

Civic and community engagement are a cornerstone to the education received by CCC students. Furthermore, it is crucial for students to take initiative in engaging their peers, particularly through voter registration and education efforts. As it is a priority for institutions of public higher education, the SSCCC maintains as one of its priorities to facilitate a biannual voter registration and education effort. Nothing in this agreement is intended to change the independence of the SSCCC to pursue its legislative and CCC affairs policy issues.

**C. Use of Data and Privacy**

The SSCCC shall not utilize any information, not a matter of public record, which is received by reason of this MOU, for pecuniary gain and for reasons not contemplated by the terms of this MOU. Any and all CCCC information obtained by the SSCCC is the property of the CCCC and shall not be used in any manner by SSCCC unless authorized by the CCCC.

The SSCCC expressly acknowledges the privacy rights of individuals to their personal information expressed in the State's Information Practices Act (California Civil Code section 1798 et seq.) and in California Constitution Article 1, section 1. The SSCCC shall maintain the privacy of personal information and shall not release personal information contained in any CCCC documents about its employees or students without full compliance with applicable state and federal privacy laws.

The SSCCC shall be financially responsible, if any security breach relating to protected personal information results from acts or omissions caused by SSCCC directors in good standing, including SSCCC personnel. In the event of a security breach of personal information, the SSCCC will be responsible for any notifications to affected persons (after prompt consultation with the CCCC) and be administratively responsible for such notifications.

**D. Insurance and Restoration**

The SSCCC shall, at all times, maintain insurance policies at its own expense for all its regular functions and for any special events coordinated or sponsored by the CCCC.

The SSCCC shall furnish to the CCCC a certificate of insurance stating that there is General Liability insurance presently in effect for all SSCCC activities with a combined single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. The SSCCC shall also furnish to the CCCC a certificate of insurance for directors and officers.

The certificate of insurance shall provide:

- a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to CCCC;
- b. That the State of California, the BOG, the CCCC, and the employees, volunteers, officers and agents of each of them, are included as additional insureds, but only insofar as the operation under this contract are concerned; and
- c. That the State of California, the BOG, and the CCCC, and the employees, officers and agents of each of them will not be responsible for any premiums or assessments on the policy.

The SSCCC agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of this MOU. In the event said insurance coverage expires at any time or times during the term of this MOU, the SSCCC agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the CCCC, and the SSCCC agrees that no work or services shall be performed prior to the giving of such approval. If the SSCCC fails to keep in effect at all times insurance coverage as herein provided, the CCCC

may, in addition to any other remedies it may have, terminate this MOU upon the occurrence of such event.

**E. General Indemnity**

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

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

**F. Severability**

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

**G. Waiver of Rights**

Any action or inaction by the CCCCCO or the failure of the CCCCCO on any occasion to enforce any right or provision of the MOU shall not be construed to be a waiver by the CCCCCO of its rights hereunder and shall not prevent the CCCCCO from enforcing such provisions or right on any future occasion. The rights and remedies of the CCCCCO provided herein shall not be exclusive and are in addition to any other rights and remedies by law.

**H. Modification, Amendment, or Waiver**

Any modification, amendment, or waiver of any term(s) of the MOU must be made in writing and signed by both parties.

**I. Cancellation**

Both the CCCCCO and SSCCC have the right to cancel this MOU at any time upon thirty (30) days written notice to the other party.

**J. Entire Agreement**

This MOU sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**K. Arbitration of Disputes**

Any controversy or claim arising out of or relating to this MOU, or the breach thereof, shall be settled by a neutral arbitrator from and under the rules of the American Arbitration Association, mutually selected by both parties, with the losing party bearing the costs exclusive of attorney fees.

**L. Endorsement**

Nothing contained in this MOU shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other party. Furthermore, nothing in this MOU shall be construed as endorsement of any commercial product or service by both parties, its officers or its employees.

**M. Non-assignability**

This agreement is not assignable by either party.

**N. Governing Law**

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

**O. Term**

This MOU shall commence on the Effective Date with a term of three (3) years. This MOU will automatically renew at the end of the three (3) year term on an annual year-to-year basis unless either party gives thirty (30) days written notice to cancel and terminate this MOU.

**P. Notices**

All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing via mail and electronic mail, and received by the Student Senate President and the General Counsel at the following addresses:

CCCCO  
Attn: General Counsel  
1102 Q Street  
Sacramento, CA 95811  
E-mail: legalaffairs@cccco.edu

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

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

**The California Community Colleges Board of Governors**

By: \_\_\_\_\_  
Cecilia V. Estolano  
President  
Date \_\_\_\_\_

**The California Community Colleges Chancellor's Office**

By: \_\_\_\_\_  
Eloy Ortiz Oakley  
Chancellor  
Date \_\_\_\_\_

*Approved as to legal form:*

By: \_\_\_\_\_  
Jacob H. Knapp  
Acting General Counsel  
Date \_\_\_\_\_

**Student Senate for California Community Colleges**

By: \_\_\_\_\_  
Courtney Cooper  
President  
Date \_\_\_\_\_