

COSCA/NACM JOINT TECHNOLOGY COMMITTEE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into by and between the Conference of State Court Administrators (“COSCA”), the National Association for Court Management (“NACM”), and the National Center for State Courts (“NCSC”), collectively “parties”, to assist the parties in coordinating their efforts in managing the pivotal role technology plays in the administration of justice in state courts.

By entering into this MOU, the parties recognize and agree that technology can improve the ability of state courts to provide justice timely, fairly, and efficiently; ensure open access to justice while balancing privacy and security concerns; and promote public trust and confidence in the judiciary.

SECTION 1.0. JOINT TECHNOLOGY COMMITTEE

1.1. Creation.

There is hereby created the COSCA/NACM Joint Technology Committee (“JTC”).

1.2. Purpose.

The JTC shall advise the parties to this MOU on policies, programs, and activities that should be undertaken to improve business processes and practices in state courts; promote the development and use of technology standards for use in state courts; ensure adequate technology education and training for state court leaders; and promote collaboration between the justice community and other stakeholders in developing and implementing effective technology solutions for state courts.

SECTION 2.0. COMMITTEE MEMBERSHIP

2.1 Membership.

The JTC shall consist of fourteen voting and one *ex officio* non-voting member as set forth herein.

2.2 Appointments – Voting Members.

- The JTC shall have fourteen voting members appointed as follows for staggered terms: Five members shall be appointed by the president of COSCA who shall be members of COSCA.

July 13, 2015

- Five members shall be appointed by the president of NACM who shall be members of NACM.
- Two members shall be appointed by the chair of CITOC who shall be members of CITOC.
- Two members shall be appointed by the president of NCSC and shall be judges serving in a state judiciary.

2.3 Appointments – Ex Officio Non-Voting Member.

The JTC shall have one *ex officio* non-voting member appointed as follows:

- One member shall be a member of and appointed by the chair of the IJIS Institute Board of Directors.

2.4 Terms.

The term of a member shall be for three years. A term shall begin on August 1 of the year of appointment and end on July 31 three years later. A member may be appointed to fill partial unexpired terms and reappointed to successive terms without limitation.

2.5 Co-Chairpersons.

The presidents of COSCA and NACM shall each designate one of their appointed members as co-chairperson of JTC.

SECTION 3.0. COMMITTEE MEETINGS

3.1. Meetings.

The JTC shall meet a minimum of two times per year, once in conjunction with the annual meeting of NACM and once in conjunction with the midyear meeting of COSCA. The co-chairs may schedule additional meetings as may be required to accomplish the purpose of the JTC.

3.2. Quorum.

There shall be a quorum present for the work of the JTC when a majority of voting members are present for the meeting.

3.3. Voting.

At any meeting of the JTC at which a quorum is present or has been declared, the voting members may take action by affirmative vote of a majority of the members in attendance. Proxy votes shall not be permitted.

3.4. Minutes.

Minutes (i.e., brief record of attendance, decisions made, and action items) shall be kept at every meeting of the JTC and timely distributed to members for review prior to and approval at the next meeting.

SECTION 4.0. WORKING GROUPS

4.1. Utilization.

At the discretion of the co-chairpersons, the JTC may form and dissolve such working groups it believes necessary to address specific issues. The JTC may develop standard operating procedures for a working group to assist it in organizing and structuring its work. Paragraphs 3.2, 3.3, and 5.1 shall also apply to the work of workgroups.

4.2. Membership.

A working group should consist of select members and such other persons who the co-chairpersons believe will assist in a full exploration of the issue under the review of the working group.

SECTION 5.0. MISCELLANEOUS PROVISIONS

5.1. Staff Support.

The president of NCSC shall designate a staff person of NCSC to serve as staff liaison to the JTC. The staff liaison shall assist the JTC as necessary, including coordination and support of the operations of the JTC, but at all times be considered an employee of NCSC.

5.2. Facility Support.

The party hosting the meeting shall provide facilities at the meeting location and make other reasonable accommodations to assist the JTC in holding its meeting.

July 12, 2015

5.3. Financial Support.

Subject to funding availability, NCSC shall provide for meeting expenses and travel expenses for attendance at meetings of the JTC for those voting members who are not also members of the party conducting the host meeting.

5.4. Reporting.

The co-chairpersons shall ensure that a report of the activities of JTC is provided to the parties at least annually in conjunction with each party's annual meeting.

5.5. Effective Date and Withdrawal.

This MOU becomes effective as of the day and year of the last signature below. A party may withdraw from this MOU upon one hundred and twenty days written notice to the other parties.

5.6. Change or Modification.

This MOU constitutes the entire agreement between the parties. Any changes or modifications shall be made in writing, signed by the parties, and appended to the original MOU. Changes or modifications are effective upon the date of approval by the parties.

5.7. Notices, Correspondence, or other Communications.

Any notices, correspondence, or other communications related to this MOU shall be in writing and be personally delivered to all parties, sent by standard U.S. Mail, commercial express delivery, or facsimile.

5.8. Counterpart Original Copies.

This MOU shall be executed in a sufficient number of originals to allow each party to retain an original copy.

5.9. Severability.

Whenever possible, each provision of this MOU shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this MOU is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU as of the last date accompanying the signatures below.

CONFERENCE OF STATE COURT ADMINISTRATORS

Signature: 

Name: David K. Boyd
President

Title: _____

Date: 7/12/15

NATIONAL ASSOCIATION FOR COURT MANAGEMENT

Signature: 

Name: Michele Dken
President

Title: _____

Date: 7/12/15

NATIONAL CENTER FOR STATE COURTS

Signature: 

Name: MARY McQUEEN

Title: President

Date: 7-12-15