

**Memorandum of Understanding Between
The Student Senate for California Community Colleges
and
The Faculty Association of California Community Colleges**

This Memorandum of Understanding (“MOU”) defines the relationship between the Student Senate for California Community Colleges (“SSCCC”) and the Faculty Association of California Community Colleges (FACCC), 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 and the Board of Governors of the California Community Colleges per California CCR §50002, and its mission is to benefit, support, and enhance the California Community College (“CCC”) system;

WHEREAS, FACCC is a nonprofit 501(c)(6) corporation whose purpose is “to promote unity and professionalism among California Community College faculty, advocate faculty interests, and encourage policy-making bodies to provide adequate resources and appropriate laws and regulations that will assure Californians broad access to quality community college education.”

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, both 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 collaborate with the intent to strengthen the student’s role in advocacy related to higher education and community colleges in particular.

III. Deliverables

The PARTIES agree to provide the following services:

- a. At the FACCC’s Conference on Advocacy and Policy:
 1. FACCC shall provide a minimum of one (1) on-site room both days of the conference with adequate space and audio/visual support for SSSCC.

2. SSCCC will provide a representative to serve on the FACCC committee planning the conference.
 3. SSCCC shall advertise the conference via its listserv, social media, and other marketing channels and provide up to \$10,000 in funding to FACCC to use towards funding students to attend the event.
- b. At the SSCCC Spring General Assembly:
1. SSCCC shall provide a minimum of one (1) on-site room both days of the conference with adequate space and audio/visual support for FACCC to hold workshops.
 2. SSCCC shall provide free registration for two individuals.
- c. Other Training Agreements
1. FACCC shall provide lobbying training sessions separately to the SSCCC Board of Directors and to the SSCCC Legislative Affairs Committee annually. Any costs incurred for the implementation of these training beyond those otherwise allowed for within this MOU shall be the responsibility of FACCC.

IV. Procedures and Agreements

- a. PARTIES agree to communicate legislative positions that might conflict with either organization. This agreement, however, does not interfere with either PARTIES ability to advocate on behalf of its organization. Each PARTIES will have the opportunity to provide background materials to support its positions in the conference materials.
- b. PARTIES in Interest
1. Nothing in this MOU, whether expressed 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.
- c. Ratification
1. 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.

2. The FACCC Board of Governors shall review the terms of the MOU during the year prior to the current MOU's expiration. The MOU shall be presented at a Board Meeting and ratified by FACCC.

d. Amendment

1. 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.
2. At such time that the conditions specified in Section IV.d.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.

e. Termination

1. 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. If SSCCC funds have not been expended, the funds will be returned to the SSCCC.
2. 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 regard 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.
3. 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.f "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:
 - A. Confirmation of receipt by the other Party evidenced by the read receipt attached to the email, or
 - B. Seventy-two (72) hours following the time-stamped sending of the original email.
4. Notices shall be directed to the email addresses provided in Section IV.f "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.f "Notices".

f. Notices

1. 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:

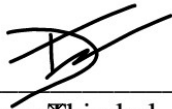
- A. SSCCC President
- B. FACCC President

g. Past Agreements

1. 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.
2. No member of the SSCCC or FACCC 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.

h. Effective Date and Authority to Execute

1. 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.e “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 a 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.
2. 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, *President*
Student Senate for California Community Colleges

May 13, 2020

Date



Debbie Klein, *President*
Faculty Association of California Community College

May 12, 2020

Date