CONTRACT FOR PROFESSIONAL DEVELOPMENT SERVICES

This contract is entered into between the United Faculty Association of the Contra Costa Community College District, (“UF”), and the Faculty Association of California Community Colleges Education Institute, (“FACCC EI”), a California non-profit corporation recognized under Internal Revenue Code Section 501(c)(3).

1. Under the terms of this contract, FACCC or FACCC EI will continue to provide the following general member services currently available to UF:
2. Written materials on matters pending before state and federal legislative or administrative bodies dealing with issues of concern to faculty.
3. Informational materials or presentations on topics determined by UF and FACCC EI to be important for faculty development.
4. A statewide conference and/or legislative day on topics of particular interest to community college faculty.

In addition, specific to the United Faculty Association of the Contra Costa Community College District, FACCC EI will provide the following services to FA:

1. Briefings on legislation that would have a unique impact on the Contra Costa Community College District.
2. Training seminars on budgetary issues affecting community college financing.
3. Timely updates on legislative actions impacting community colleges.
4. Annual presentations or trainings at UF Executive Board meetings, on an as needed basis.
5. Development of public policy to address educational issues of particular interest to UF.
6. Notification, at the beginning of each academic year, to UF of the dates of the FACCC Ed Institute Board of Directors and the FACCC Board of Governors meetings.
7. Mutually agreed upon research to benefit UF with contract negotiations.
8. For the first academic year this agreement is in effect (July 1, 2014 – June 30, 2014), discount of twenty-five percent (25%) off the general rate to all professional development activities sponsored in whole by FACCC or FACCC Education Institute. Said discount shall apply to no more than eight (8) faculty members for the California Great Teachers Seminar.
9. The services to be provided by FACCC EI under this contract shall relate to professional development and matters that bear on UF’s ability to negotiate, ratify, administer, implement or enforce a collective bargaining agreement. Such services are to be for the benefit of all faculty in the Contra Costa Community College District.
10. Nothing in the terms of this contract or the manner in which the services are provided is intended to affect UF’s roles as the exclusive bargaining agent for and representative of the Contra Costa Community College faculty. FACCC EI is not a collective bargaining agent and does not participate in collective bargaining activities.
11. The workshops, seminars, briefings, meetings, presentations and other activities provided under the terms of this contract will be scheduled at times and in locations mutually agreeable to UF and FACCC EI.
12. The nature, form, and extent of any assistance FACCC EI may provide on legislative matters shall be determined by FACCC EI. It is understood and agreed that FACCC EI will not provide assistance on matters where a conflict, in the opinion of the FACCC Education Institute Board of Directors, may exist between the position urged by UF and the interests of FACCC EI.
13. In consideration for the services provided under this contract, UF shall pay FACCC EI an annual fee of One Hundred Sixty Two dollars ($162.00) for each person who holds a regular or contract faculty position and Forty Five dollars ($45.00) for each person who holds a part-time temporary faculty position in the Contra Costa Community College District. The fee shall be paid in equal amounts on a monthly basis and is due no later than the last day of the month for ten months, September through June. Each regular or contract and part-time temporary faculty employee of the Contra Costa Community College District for whom UF pays the appropriate fees shall be accorded all of the benefits, rights, privileges, duties, and responsibilities of regular membership in FACCC (per Article III, Section 1(d) of the Bylaws of the Faculty Association of California Community Colleges, Inc.).
14. At the end of every five (5) continuous years that this contract remains in effect, FACCC EI shall reimburse UF five percent (5%) of the median annual dues collected by FACCC EI from UF over the previous five (5) years. The form of payment from FACCC EI to FA shall be a check made out to the Contra Costa Faculty Association unless UF requests that the reimbursement be made in a different form.
15. This contract is an annual contract that will remain in effect until specifically terminated. The contract may be terminated, effective at the close of the current school year, by either the FACCC EI Board of Directors or the UF Executive Council by sending written notice, by the last day of March prior to the termination date, of its intent to terminate the contract. The Executive Director of FACCC EI and the President of UF, on behalf of the UF Executive Board, agree that they will evaluate the terms, conditions and implementation of the contract at the end of each academic year; and by July 15, FACCC EI shall provide UF with an audit report prepared by a certified public accountant.
16. The parties shall bear their own expenses and liability in the event that a legal action or proceeding is brought against either or both of the parties to this Agreement by a third party, except that if a legal action or proceeding is brought against either party to this Agreement that arises exclusively from the act or omission of one of the parties (hereinafter the Indemnifying Party), then the Indemnifying Party shall indemnify, defend and hold the other party harmless with respect to said action.
17. Any dispute under this contract shall be submitted to binding arbitration before an arbitrator or panel of arbitrators chosen through mutual agreement at a location mutually agreeable to the parties. The parties agree to abide by and perform any award rendered as a result of the arbitration and that any court having jurisdiction of the controversy may enter a judgment upon the award of the arbitrator(s).
18. Any of the terms of this contract may, at any time, be amended, modified or otherwise changed by mutual written agreement of the parties.

The effective date of this contract is July 1, 2014

United Faculty Association Faculty Association of California

Of the Contra Costa Community College District Community Colleges Education Institute

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