

CF(Local) Purchasing and Acquisitions

Recommended edits increase the District President’s purchasing authority to \$100,000 and requires an annual fiscal audit of purchases above \$50,000. It also requires quarterly reports listing expenditures above \$50,000.

	Before	After	Operational Impact	Cost Impact
A	The Board delegates to the District President or designee the authority to determine the method of purchasing, in accordance with CF(LEGAL), and to make budgeted purchases. All purchases valued at \$50,000 or more will be taken to the Board for approval.	The Board delegates to the District President or designee the authority to determine the method of purchasing, in accordance with CF(LEGAL), and to make budgeted purchases. All purchases valued at \$100,000 or more will be taken to the Board for approval. As a part of the annual fiscal audit all purchases above \$50,000 will be reviewed. In addition, a quarterly information report identifying purchases above \$50,000 will be provided to the Board.	As a step in the streamlining process, this revision will eliminate several steps in the board packet preparation process that involve several of the purchasing staff members and leadership reviews. It will not change the procurement process, however, since the law requires competitive bidding or cooperative contracts for purchases over \$50,000. As we add new campuses, the number of items being purchased districtwide that are between \$50,000 and \$100,000 will continue to grow. Increasing the District President’s purchasing authority will allow staff preparation for the monthly Board reports to be streamlined and projects can proceed without delays of several weeks timed to the next Board meeting. This is consistent with six of the other nine large community colleges.	Savings will be realized resulting from a reduction in staff hours required for board packet preparation each month. This will also allow improved efficiency in moving purchasing processes forward as the college continues growing.
B	The College District will not discriminate on the basis of race, color, religion, gender, national origin, age, disability, or veteran status.	The College District will not discriminate on the basis of race, color, religion, gender, national origin, age, disability, veteran status, or any other basis protected by law.	Edits are recommended for consistency throughout the board policies.	n/a

CHF(Local) Site Management - Weapons

Adds requirements related to On-Campus Student Housing related to individuals with a validly issued License to Carry (LTC).

	Before	After	Operational Impact	Cost Impact
A	*Licenses are collectively referred to as LTC herein.	*Validly issued LTC licenses are collectively referred to hereinafter as "LTC."	Clarifies that only <i>validly issued</i> LTC licenses are defined by the term LTC.	n/a
B	Language moved from #8 on Page 2.	2. Individuals who do not possess a valid LTC are prohibited from possessing a handgun on College campuses.	None. (This was a change of text location in the policy.)	n/a
C	Handguns may not be stored overnight on College campuses, unless in a locked, privately owned or leased motor vehicle.	Handguns may not be stored overnight on College campuses, unless in a locked, privately owned or leased motor vehicle as permitted by law.	Added clarifying language.	n/a
D	Open carry of a handgun on a campus of the College is restricted to law enforcement officers licensed by a state of the United States or a federal agency.	Open carry of a handgun on a campus of the College is restricted to law enforcement officers licensed by a federal, state, or local law enforcement or other agency.	Added language that includes local law enforcement agencies.	n/a

E	NEW LANGUAGE	<p>ON-CAMPUS STUDENT HOUSING A concealed handgun under an LTC may be carried or stored in campus housing only as set out in this policy. Any time a handgun in a campus housing facility is not in the immediate care, custody, or control of the owner, that handgun must be stored in a locked, personal vehicle car or within a locked gun safe in the resident's room. No gun storage will be provided by the College District. This policy applies to all residents as well as live-in staff in any campus facility designed for housing or overnight stay.</p> <p>1. Residents: An LTC license holder who resides in campus housing in which all the residents of the unit are age 21 or older may carry a concealed handgun into campus housing and may store the weapon in his or her assigned residential room. An exception to the age 21 requirement is a person who is at least 18 years of age but not yet 21 years of age who (1) is a member or veteran of the United States armed forces, including a member or veteran of the reserves or national guard;</p>	Adds requirements related to guns in student housing, including proper storage.	n/a
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		<p>and (2) was discharged under honorable conditions, if discharged from the United States armed forces, re-serves, or national guard; and (3) meets the other eligibility requirements for a LTC except for the minimum age required by federal law to purchase a handgun.</p> <p>a) A resident who brings a concealed handgun into campus housing pursuant to this policy must carry the weapon on his or her person at all times, or store it in his or her assigned room within a locked gun safe. Please see requirements in Paragraph 4 below.</p> <p>b) A resident may not intentionally or knowingly display a handgun in plain view of another person in campus housing except as necessary to properly store and secure the weapon within a gun safe in his or her assigned residential room.</p> <p>c) A student who is assigned to a residential room in campus housing where a firearm is stored and is concerned about his or her wellbeing may request a transfer to another residential room through the regular housing process with no penalty.</p>		
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		<p>2. Non-Residents: An LTC license holder who does not reside in campus housing may carry a concealed handgun into campus housing. The handgun must be carried on or about the non-resident's person at all times and may not be stored in a campus housing room.</p> <p>3. Responsible for Personal Injury or Damage. A resident or non-resident whose possession, use, or storage of a handgun results in personal injury or property damage is personally liable for the injury or damage.</p> <p>4. Requirements for Proper Storage. When not carried on or about a person, handguns must be in a locked personal vehicle or a locked gun safe that meets the college's requirements as listed in this paragraph. Guns safes must meet the following requirements: a) be large enough to fully contain the firearm(s) placed in it and provide for secure storage; b) have exterior walls constructed of a minimum 16-gauge steel; c) have a high-strength locking system consisting of a mechanical or electronic combination or biometric lock, and not a key lock; d) be certified and listed as meeting Underwriters Laboratories Residential Security Container rating standards by a Nationally Recognized Testing Laboratory (NRTL).</p>		
F	Facilities where professional, high school, college sporting, or interscholastic events are in progress.	Facilities where professional, high school, college sporting, or interscholastic events are in progress as prohibited by Texas Penal Code, Section 46.035(b)(2).	Incorporates the Texas Penal Code reference.	n/a

DC(Local) Employment Practices

Recommended modifications specify that positions must be board-approved and budgeted. To streamline the hiring process, the policy grants hiring authority to the district president and provides that a personnel report that provides background information on new full-time employees, promotions and exits is presented to the board as a part of the consent agenda.

	Before	After	Operational Impact	Cost Impact
A	All Board-approved full-time positions opened externally shall be advertised for a minimum of ten working days.	All Board-approved and budgeted full-time positions opened externally will be advertised for a minimum of ten working days.	Clarifies that only budget positions will be advertised.	n/a
B	For the purpose of applying for positions, any employee on the College District's payroll on the date a position is posted shall be considered internal.	For the purpose of applying for positions, any employee on the College District's payroll on the date a position is posted is considered an internal applicant.	Clarifies sentence structure to include the word applicant.	n/a
C	Employment for full-time positions is valid only upon completion of all personnel papers, submission of all required documentation of credentials/qualifications, and the approval of the appropriate vice president, the College President, and the Board.	Employment for full-time positions is valid only upon completion of all personnel papers, submission of all required documentation of credentials/qualifications, and approval of the appropriate Leadership Team member, Cabinet member, and the District President.	Updates the approvals to include a Leadership Team member, Cabinet member, and District President. It removes the board at this level since the positions have already been approved by the board in the budget process.	n/a
D	An individual offered a full-time support staff position may begin employment upon approval by the College President, but continued employment is contingent upon approval by the Board at then ext regular monthly Board meeting following the employee's initial start date. An employee offered an administrative or faculty position shall not begin full-time employment with the College District until approval by the Board, unless provisionally approved by the College President because of a demonstrated need. These provisionally approved appointments are subject to final approval by the Board.	An individual offered employment in a board-approved and budgeted full-time position may begin employment upon approval by the District President. A personnel report will be presented to the board as a part of the consent agenda that provides background information on new full-time employees, promotions, and exits.	Provides that a personnel report will be presented as an information item as a part of the consent agenda. Employees will be able to begin work as needed for the position without "pending approval."	This revised process will eliminate as many as 40 hours per week of HR staff time and improve the on-boarding process for new employees.
E	The vice president of human resources, the director of human resources/employment and benefits, and designated human resources personnel are the College District's authorized agents to obtain the criminal history information.	The chief human resources officer, the director of human resources/employment and professional development, and designated human resources personnel are the College District's authorized agents to obtain the criminal history information.	Corrects job titles.	n/a

DCA(Local) Employment Practices - Term Contracts

Authorizes the District President to approve the employment contract of a full-time faculty member.

	Before	After	Operational Impact	Cost Impact
A	All full-time faculty members shall be issued term employment contracts as approved by the Board. A full-time faculty member who is assigned to teach classes prior to approval by the Board is considered to be in temporary employment status until such approval is granted by the Board. This temporary status shall not extend past the date of the next regularly scheduled Board meeting.	Employment contracts for full-time faculty require approval by the District President.	Clarifies that contracts are approved by the District President and eliminates the provisional approval process.	n/a

DD(Local) Personnel Positions

Similar to DC(Local) above, this authorizes the District President to employ full-time personnel for board approved budgeted positions and provides that a personnel report that includes background information on new full-time employees, promotions and exits is presented to the board as a part of the consent agenda.

	Before	After	Operational Impact	Cost Impact
A	The Board will employ administrative personnel, faculty, and other full-time personnel upon the recommendation of the District President. [See DC(LOCAL)]	The Board delegates to the District President authority to employ administrative personnel, faculty, and other full-time personnel for board-approved budgeted positions. A personnel report will be presented to the board as a part of the consent agenda that provides background information on new full-time employees, promotions, and exits. [See DC(LOCAL)]	Streamlines the process for approval and granting hiring authority to the District President, but assures that positions are board-approved in the budget process. Clarifies that an informational personnel report listing new full-time employees, promotions and exits will be included in the consent agenda.	As reflected in DC(Local), this revised process will eliminate as many as 40 hours per week of HR staff time and improve the on-boarding process for new employees.

DMD(Local) Termination of Employment - Resignation

Designates that written approval by the District President is required if a faculty member resigns prior to the end of the contract term and designates that written approval by the Board of Trustees is required if the District President resigns prior to the end of his or her contract term. The recommended changes also eliminate the concept of bridging of service for an employee who leaves and returns within six months and eliminates the language relating to reductions in force.

	Before	After	Operational Impact	Cost Impact
A	An employee serving under a term contract wishing to resign prior to the end of the contract term must submit a letter of resignation in accordance with the provisions at GENERAL REQUIREMENTS, above. The consent of the Board or its designee is required for resignations effective prior to the end of the contract term.	An employee serving under a term contract wishing to resign prior to the end of the contract term must submit a letter of resignation in accordance with the provisions at GENERAL REQUIREMENTS, above. Written approval by the District President is required for resignations effective prior to the end of the contract term. Written approval by the Board is required for resignation of the District President prior to the end of the contract term.	Requires written approval by the District President for mid-contract resignations of faculty members. Adds a clarifying requirement that written approval by the Board is required for a mid-contract resignation of the District President.	n/a
B	At the next Board meeting, the College President shall provide to the Board a list of the employees who have resigned since the last Board meeting.	The District President will provide to the Board a list of the full-time employees who have left employment with the College since the last Board meeting.	Clarifies the exit portion of the personnel report.	n/a
C	Once submitted and accepted, the resignation of an employee serving under a term contract may not be withdrawn without the consent of the Board.	Once submitted and accepted, the resignation of an employee serving under a term contract may not be withdrawn without written approval by the District President.	Provides that the District President's approval is required before an employee who had resigned their term contract can withdraw the resignation.	n/a

<p>D</p>	<p>A faculty member who is rehired shall not be awarded leave time accumulated during the previous period of employment or pay increments that would have been earned during continuous employment. A supervisor may request a bridging of service if the rehired faculty member returned within six months.</p> <p>3.A faculty member who is released from employment under the terms of the reduction-in-force policy [see DMC] and is not offered a return to full-time employment by the College District within the one-year period specified by the policy shall be considered as having voluntarily resigned and shall be subject to new employee status if later rehired by the College District.</p>	<p>A faculty member who is rehired will not be awarded leave time accumulated during the previous period of employment or pay increments that would have been earned during continuous employment.</p>	<p>Eliminates the language relating to bridging of service. Eliminates the reduction-in-force language, as the process is already covered the policy regarding rehires.</p>	<p>n/a</p>
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General Policy

The Board gives critical attention to the purchase of goods and services by the College District. In each case, the Board seeks to accept the lowest responsible bid that represents the best value for the College District after considering all legal permissible factors in awarding a contract. In determining the best value, the Board will act faithfully and exercise its best judgment to best serve the interests of the College District and will always exercise its honest discretion in seeking to accomplish the objective sought. The College District will strictly comply with all laws governing the purchase of goods and services. Bids determined to be unsatisfactory may be rejected by administrative or Board action as appropriate.

Purchasing Authority



The Board delegates to the District President or designee the authority to determine the method of purchasing, in accordance with CF(LEGAL), and to make budgeted purchases. All purchases valued at ~~\$100,000~~ ~~50,000~~ or more will be taken to the Board for approval. As a part of the annual fiscal audit all purchases above \$50,000 will be reviewed. In addition, a quarterly information report identifying purchases above \$50,000 will be provided to the Board.

The Board grants the District President the authority to approve amendments to contracts and purchase requests up to ten percent of the approved amount, not to exceed \$50,000, and to accelerate the timing of spending within the contract when needed to conduct College District business and accomplish strategic priorities in a timely manner. Such amendments and rationale will be reported to the Board.

The Board delegates to the District President or designee the authority to contract without prior Board approval for the replacement, construction, or repair of College District equipment or facilities if emergency replacement, construction, or repair is necessary for the health and safety of College District students and staff in the event of a catastrophe, emergency, or natural disaster.

This policy applies to the purchase of tangible property and/or services.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the District President or designee will prepare bid specifications for items/services to be purchased. Bids may be submitted electronically or in sealed envelopes prior to the close date and time as indicated in the invitation to bid. Bidders may view the bid tabulation electronically immediately after the invitation to bid is unsealed or may attend a public bid opening in the College District's purchasing office. Any bid may be withdrawn prior to the scheduled date and time for closing. Bids received after the specified time will not be

considered. No material changes may be made to a bid once it is submitted.

The College District may reject any or all bids and waive technicalities or informalities in the solicitation process as deemed to be in the best interest of the College District.

Proposals

If competitive sealed proposals are chosen as the purchasing method, the District President or designee will prepare the request for proposals and/or specifications for items/services to be purchased. Proposals may be submitted electronically or in sealed envelopes prior to the close date and time as indicated in the request for proposal. Proposals received after the specified time will not be considered. The name of all proposers submitting proposals will be available online at the time that the request for proposal is unsealed, or proposers may attend a public proposal opening to hear the name of those companies submitting proposals. Proposals may be withdrawn prior to the scheduled time for closing. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The College District may reject any or all proposals and waive technicalities or informalities in the solicitation process as deemed to be in the best interest of the College District.

Electronic Bids or Proposals

Bids or proposals that the College District accepts through electronic transmission will be administered in accordance with Board-adopted rules. Such rules will safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The College District will be responsible for debts incurred in the name of the College District so long as those debts are for purchases made in accordance with adopted budget, state law, Board policy, and current College District administrative procedures. The College District will not be responsible for debts incurred by persons or organizations who are employees or duly authorized agents of the College District. Persons making unauthorized purchases will assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments will be made by the District President or designee through purchase order, contract, procurement card, or check request, subject to budget availability and in accordance with administrative procedures.

Personal Purchases

College District employees will not be permitted to purchase supplies or equipment, or services for personal use through the College District's business office.

Equal Opportunity



The College District encourages participation in the proposal process by small, minority, and woman-owned businesses. The College District will not discriminate on the basis of race, color, religion, gender, national origin, age, disability, ~~or~~ veteran status, or any other basis protected by law.

Delinquent Franchise Taxes

Each corporation contracting with the College District will certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it will certify a statement to that effect. Making a false statement as to corporate franchise tax status will be considered a material breach of the contract and will be grounds for cancellation of the contract.

**Concealed Carry
Law and Other
General Provisions**

The purpose of this policy is to implement rules in compliance with Texas Government Code, Section 411.2031, Carrying of Handguns by License Holders on Certain Campuses, at Collin County Community College effective August 1, 2017, and to outline prohibited firearms and weapons on all College District campuses.

Firearms/ Handguns

The College District prohibits the use, possession, or display of a firearm on College property or at a College-sponsored or -related activity in violation of the law or College policies and procedures, unless written authorization is granted in advance by the District President or designee.

Procedures

After consulting with students, staff, and faculty of Collin College regarding the nature of the student population, specific safety considerations, and the uniqueness of the Collin College environment, the District President has established the following rules regarding the carrying of concealed handguns by license holders on the campuses of Collin College:

1. Only individuals with a valid License to Carry a Handgun (LTC) issued by the Texas Department of Public Safety, under Texas Government Code Chapter 411, Subchapter H, as well as LTC licenses* from other states, the validity of which is recognized by the state of Texas, may carry a concealed handgun on or about their person on the property of the College.



*Validly issued LTC licenses are collectively referred to hereinafter as "LTC," herein.



2. Individuals who do not possess a valid LTC are prohibited from possessing a handgun on College campuses.

~~2.3.~~ The College prohibits the use, possession, or display of any illegal knife, club, or prohibited weapons, as defined by the Texas Penal Code and described in CHF(LEGAL), on College property or at a College-sponsored or -related activity, unless written authorization is granted in advance by the District President or designee.

~~3.4.~~ While on College campuses, it is the responsibility of the LTC holder ~~of the LTC~~ to conceal the handgun so that it is not partially or wholly visible to another person.

~~4.5.~~ While on a College campus, an LTC holder who is in possession of a handgun must keep that handgun on or about his or her person or in a locked vehicle, as permitted by law.



~~5.6.~~ Handguns may not be stored overnight on College campuses, unless in a locked, privately owned or leased motor vehicle as permitted by law.

~~6.7.~~ Possession of a handgun on College property while intoxicated, under the influence of illegal drugs, or while taking prescription drugs that impair judgment or physical abilities is prohibited.

~~7.8.~~ This policy applies to persons traveling in College-owned vehicles. However, the policies of the owner of the vehicle apply when private or commercial transportation is used for Collin College travel.

~~8. Individuals who do not possess a valid LTC are prohibited from possessing a handgun on College campuses.~~

9. This policy applies to all students, staff, faculty, and visitors of the College, except for law enforcement officers licensed by a state of the United States or a federal agency and school marshals licensed by the State of Texas and appointed by the Collin College Board of Trustees.



10. Open carry of a handgun on a campus of the College is restricted to law enforcement officers licensed by a federal, state, or local law enforcement or other agency, a state of the United States or a federal agency.

11. Students and employees of the College, with the exception of police officers employed by the College, will not inquire as to whether any person is carrying a concealed weapon or possesses an LTC.

12. The storage or transportation of a firearm or ammunition is allowed by College students, faculty, staff, and employees if the individual is authorized to such possession in a locked, privately owned or leased motor vehicle on those specific premises allowed by law and described in CHF(LEGAL).

On-Campus Student Housing



A concealed handgun under an LTC may be carried or stored in campus housing only as set out in this policy. Any time a handgun in a campus housing facility is not in the immediate care, custody, or control of the owner, that handgun must be stored in a locked, personal vehicle or within a locked gun safe in the resident's room. No gun storage will be provided by the College District. This policy applies to all residents as well as live-in staff in any campus facility designed for housing or overnight stay.

1. Residents: An LTC license holder who resides in campus housing in which all the residents of the unit are age 21 or older may carry a concealed handgun into campus housing and may store the weapon in his or her assigned residential

room. An exception to the age 21 requirement is a person who is at least 18 years of age but not yet 21 years of age who (1) is a member or veteran of the United States armed forces, including a member or veteran of the reserves or national guard; and (2) was discharged under honorable conditions, if discharged from the United States armed forces, reserves, or national guard; and (3) meets the other eligibility requirements for a LTC except for the minimum age required by federal law to purchase a handgun.

a) A resident who brings a concealed handgun into campus housing pursuant to this policy must carry the weapon on his or her person at all times, or store it in his or her assigned room within a locked gun safe. Please see requirements in Paragraph 4 below.

b) A resident may not intentionally or knowingly display a handgun in plain view of another person in campus housing except as necessary to properly store and secure the weapon within a gun safe in his or her assigned residential room.

c) A student who is assigned to a residential room in campus housing where a firearm is stored and is concerned about his or her wellbeing may request a transfer to another residential room through the regular housing process with no penalty.

2. Non-Residents: An LTC license holder who does not reside in campus housing may carry a concealed handgun into campus housing. The handgun must be carried on or about the non-resident's person at all times and may not be stored in a campus housing room.

3. Responsible for Personal Injury or Damage. A resident or non-resident whose possession, use, or storage of a handgun results in personal injury or property damage is personally liable for the injury or damage.

4. Requirements for Proper Storage. When not carried on or about a person, handguns must be in a locked personal vehicle or a locked gun safe that meets the college's requirements as listed in this paragraph. Guns safes must meet the following requirements: a) be large enough to fully contain the firearm(s) placed in it and provide for secure storage; b) have exterior walls constructed of a minimum 16-gauge steel; c) have a high-strength locking system consisting of a mechanical or electronic combination or biometric lock, and **not** a key lock; d) be certified and listed as meeting Underwriters Laboratories Residential Security Container rating standards by a Nationally Recognized Testing Laboratory (NRTL).

Other Weapons

All other weapons are strictly prohibited for students, staff, faculty, and visitors on College property or at any College-sponsored or -related activity, including, but not limited to, long guns, location-restricted knives, brass knuckles, clubs, explosives, fireworks of any kind, incendiary devices, instruments designed to expel a projectile with the use of pressurized air, such as a BB gun, martial arts throwing stars, or any weapons described in CHF(LEGAL). An exception is authorized for the limited purpose of honor guards who carry ceremonial swords (e.g., Military Ball) at a Collin College-sponsored event. The possession or use of articles not generally considered to be weapons may be prohibited when the District President or designee determines that a danger exists for any student, College District employee, or College District property by virtue of possession or use.

Possession of other weapons on College campuses is grounds for immediate disciplinary action and possible prosecution for violations of state law.

Exclusion Zones

Possession of a handgun is prohibited on Collin College campuses in the following locations by any person except law enforcement officers licensed by a state of the United States or a federal agency. These locations will be appropriately identified by signage as specified under Sections 30.06 and 30.07 of the Texas Penal Code:

1. Child-care facilities.
2. Polling locations.
3. In the room or rooms where a meeting of a governmental entity is held, and if the meeting is an open meeting subject to Chapter 551, Government Code, and notice as required by that chapter is provided.
4. High-hazard laboratories and health science education facilities where the presence of high-hazard materials or operations creates a significant risk of catastrophic harm due to a negligent discharge.
5. Designated meeting room(s) at each campus in Student and Enrollment Services that can be used, as needed, for disciplinary meetings or counseling meetings.
6. Facilities where professional, high school, college sporting, or interscholastic events are in progress as prohibited by Texas Penal Code, Section 46.035(b)(2).
7. Locker and dressing rooms where individuals change clothes, including those at athletic, theatre, and health science education facilities.



8. Any location or facility of Collin College, as directed or approved by the District President as necessary for campus safety, where effective notice on a temporary basis pursuant to Sections 30.06 and 30.07, Texas Penal Code, has been given by the required signage. An example might include a College facility where alcohol is being served for a special event.
9. A violation of these specific prohibitions is considered an offense under Section 46.035(a-3), Texas Penal Code.

Violations

Violations of this policy should be reported immediately to the Collin College Police Department at (972) 578-5555. Such violations may result in disciplinary action by Collin College up to and including criminal prosecution for violation of the Texas Penal Code.

Employees and students found to be in violation of this policy will be subject to disciplinary action. [See DH, FM, and FMA]

Reporting

Not later than September 1 of even-numbered years, Collin College will submit a report to the Texas State Legislature and to the standing committees of the legislature with jurisdiction over the implementation and continuation of Section 411.2031, Texas Government Code that:

1. Describes the Collin College rules, regulations, or other provisions regarding the carrying of concealed handguns on the campuses of Collin College; and
2. Explains the reasons the institution has established these provisions.

Safety Committee

The District President will appoint a standing committee, the Collin College Safety Committee that is chaired by the Executive Vice President and includes representatives from the administration, faculty, staff, and student government. The committee will be charged with meeting as needed, but at least once each fall and spring semester to review the College's policy, any new legislation and legal decisions relating to this issue, and the effectiveness of the implementation of the College's policy. Advisory notes and recommendations from the committee will be forwarded for review and consideration by the Executive Leadership Team, District President, and Board of Trustees, as necessary.

The College District ~~shall~~will adhere to established principles and guidelines in the selection of employees. All hiring and employment practices ~~shall~~will be in accordance with the College District's affirmative employment plan and focused on the employment of outstanding applicants with the requisite knowledge, skills, and abilities to meet the demands of the position and to help the College District achieve its strategic goals. The College District human resources office ~~shall be~~is responsible for establishing employment procedures and for ensuring that the guidelines and procedures are followed through monitoring and providing staff support throughout the process. The Board may establish special procedures and criteria for hiring the ~~College District~~ President.

New, including rehired, full-time employees ~~shall~~will be placed on probationary employment status for a period of 90 days following the date of full-time employment. Employees in a new employee probationary status may be dismissed at any time during the probationary period for any reason and without the right to appeal.

The following general guidelines ~~shall~~ apply to the selection of College District employees:



1. All Board-approved and budgeted full-time positions opened externally ~~shall~~will be advertised for a minimum of ten working days. Positions opened only on an internal basis ~~shall~~will be advertised for a minimum of five working days. (Subject to the exception noted in item 7, below.)



- For the purpose of applying for positions, any employee on the College District's payroll on the date a position is posted ~~shall be~~is considered an internal applicant.
2. All applicants for employment ~~shall~~will complete the application furnished by the College District. It ~~shall be~~is the responsibility of the applicant to furnish accurate information and credentials. Any falsification of either information or credentials ~~shall be~~is cause for dismissal or denial to employ at any time.
 3. Individuals who are retired from the Teachers' Retirement System of Texas (TRS) after September 1, 2005, are generally not eligible to be employed by the College District in a TRS-eligible position due to the pension surcharge. [See TAC Title 34.3.31.D, Rule 31.41]
 4. Search committees ~~shall~~will be used for regular, full-time faculty positions. Search committees may be used for full-time administrative positions but ~~shall~~will not generally be used for other types of positions. Search committees ~~shall~~will review

and follow the procedures outlined in the College District's search committee guidelines.

5. Regardless of the method used in the selection of personnel, it is the primary responsibility of the hiring supervisor, with review and oversight by all College District leaders in the approval path, to ensure a fair and impartial evaluation of all applicants for the position.



6. Employment for full-time positions is valid only upon completion of all personnel papers, submission of all required documentation of credentials/qualifications, and ~~the~~ approval of the appropriate ~~vice president, Leadership Team member, Cabinet member, and~~ the College District President, ~~and the Board~~.



7. An individual offered employment in a board-approved and budgeted full-time ~~support staff~~ position may begin employment upon approval by the College District President. A personnel report will be presented to the board as a part of the consent agenda that provides background information on new full-time employees, promotions, and exits, ~~but continued employment is contingent upon approval by the Board at the next regular monthly Board meeting following the employee's initial start date. An employee offered an administrative or faculty position shall not begin full-time employment with the College District until approval by the Board, unless provisionally approved by the College President because of a demonstrated need. These provisionally approved appointments are subject to final approval by the Board.~~
8. The College District President may, based upon need, employ personnel on a full-time temporary basis without advertising for the position.
9. In no event ~~shall~~will an employee be assigned to a position for which the employee is not qualified as determined by the College District, using the job description for a particular position.
10. The College District human resources office, in conjunction with appropriate administrators, ~~shall~~will maintain records of positions that are security sensitive.
11. The advertisement, application, and search committee provisions of this policy are not applicable when a position is filled by a lateral transfer, which is a reassignment of an employee between positions on the same salary schedule level, or by a transfer to a position at a lower level on the salary schedule.

Criminal History Checks

The criminal history record of applicants selected to fill designated security-sensitive positions within the College District ~~shall~~will be checked through the Crime Records Division of the Texas Department of Public Safety and through other designated resources, when appropriate.

Security-sensitive positions are identified in the job postings and in the College District's position description.

Section 51.215 of the Texas Education Code entitles an institution of higher education to obtain criminal history record information for positions identified by the institution as security sensitive, i.e., those responsible for handling currency or those having access to the College District's computer network, drugs/chemicals, or a master key.



The ~~vice president of chief~~ human resources officer, the director of human resources/employment and ~~benefits~~professional development, and designated human resources personnel are the College District's authorized agents to obtain the criminal history information. All information obtained is considered privileged and confidential and may not be released or disclosed to any person or agency except by court order.

Unauthorized release of conviction information constitutes official misconduct, is a violation of Texas law, and subjects the individual to Texas Public Information Act penalties.

The College District may deny employment to an applicant for a security-sensitive position who fails to provide a complete set of fingerprints upon request. Further, the College District may deny employment to an applicant for a security-sensitive position who fails to submit to, or authorize, a criminal background check. Should the criminal background check on an applicant for employment reveal a criminal history, the following ~~shall~~will be considered before extending an offer of employment:

- Nature of the crime;
- When the crime was committed; and
- The relevance of the crime to the position being sought by the applicant.

Term of Contract



Employment contracts for full-time faculty require approval by the District President. ~~All full-time faculty members shall be issued term employment contracts as approved by the Board. A full-time faculty member who is assigned to teach classes prior to approval by the Board is considered to be in temporary employment status until such approval is granted by the Board. This temporary status shall not extend past the date of the next regularly scheduled Board meeting.~~

No full-time faculty member ~~shall~~will be placed on the College District's payroll in a regular full-time status without a fully executed contract on file with the human resources office, as well as appropriate documentation of credentials and other required personnel forms.

**Contract
Renewal**

Unless a full-time faculty member on a multi-year contract is otherwise notified in writing by a ~~College President~~District President or designee by January 31, the faculty member ~~shall~~will be employed by the College District for the forthcoming one-year contract period, subject to a written approved contract being timely filed with the human resources office.

Unless a full-time faculty member on an annual contract is otherwise notified in writing by a ~~College President~~District President or designee by March 1, the faculty member ~~shall~~will be employed by the College District for the forthcoming one-year contract period, subject to a written approved contract being timely filed with the human resources office.

The position and terms of employment for the forthcoming contract period ~~shall~~will be determined by the College District, in its sole discretion, in the written approved contract. In no event ~~shall~~will any full-time faculty member have any property right to employment with the College District beyond the term of his or her contract. No right to an initial or additional multi-year contract ~~shall~~will exist. Additionally, in no event ~~shall~~will any full-time faculty member have any property right beyond the additional one-year contract period identified above.

Notification ~~shall~~will be completed upon hand-delivery of notification to the employee or to the employee's division mailbox, by placement of notification in the U.S. mail at the employee's last address of record with the human resources office, or by verifiable electronic communication.

Annual Contracts

Beginning with appointment to a full-time faculty position, a College District faculty member ~~shall~~will serve three one-year contracts before becoming eligible to be considered for a multi-year contract. If the appropriate vice president/provost and executive vice president

do not recommend a multi-year contract at the end of the third year, the faculty member may be issued up to two additional one-year contracts. Following expiration of either or both of the two additional one-year contracts, if the employee is not recommended for a multi-year contract, nonrenewal may result. Nonrenewal may result at the end of any term contract.

Multi-Year Contracts

In order for a faculty member to secure a multi-year contract, a self-evaluation form and Board report ~~shall~~will be completed and submitted by the faculty member for consideration by the council on excellence, in addition to the requisite annual dean's evaluations, class visit forms, and student evaluations.

The council on excellence's written recommendation ~~shall~~will be forwarded to the appropriate vice president/provost, who ~~shall~~will prepare and present written recommendations to the ~~College President~~District President. If approved by the ~~College President~~District President, the vice president's/provost's and executive vice president's recommendations ~~shall~~will be submitted to the Board for consideration during the spring semester.

Multi-Year Contract Extension

A faculty member completing a multi-year contract that was recommended through the council on excellence peer review process may be considered for one multi-year contract extension upon recommendation by the requisite dean, who ~~shall~~will consider the faculty member's prior multi-year contract Board report, the annual evaluations and performance documentation, class visit forms, and student evaluations. The appropriate dean ~~shall~~will prepare and present written recommendations to the appropriate vice president/provost and executive vice president, who ~~shall~~will prepare and present written recommendations to the ~~College President~~District President. If approved by the ~~College President~~District President, the recommendations of the vice president/provost and executive vice president ~~shall~~will be submitted to the Board for consideration during the spring semester.

A faculty member must be considered through the council on excellence peer review process a minimum of every six years.

PERSONNEL POSITIONS

DD
(LOCAL)



The Board delegates to the District President authority to will employ administrative personnel, faculty, and other full-time personnel for board-approved budgeted positions. A personnel report will be presented to the board as a part of the consent agenda that provides background information on new full-time employees, promotions, and exits, upon the recommendation of the District President. [See DC(LOCAL)]

The District President or designee will employ part-time personnel based on recommendation of the appropriate administrator and based on need.

The job descriptions and qualifications for all positions will be approved by the human resources office prior to posting a vacant position. Job descriptions will be maintained by the human resources office. Except in cases where unusual circumstances exist, all employees will be classified as one of the following.

**Contract
Employment**

An employee in a duly authorized and funded full-time faculty position will be considered a full-time faculty member with a full-time faculty contract.

The District President will be employed with a full-time administrative contract.

**Noncontract
Employment**

Staff and
Administrative
Employees

Full-time employees paid on the staff and administrative salary schedules are considered noncontractual personnel and are hired on an at-will basis. All noncontractual employees are hired based upon need and may be released at any time for any reason or for no reason at the sole discretion of the College District.

Temporary Salaried
Employees

Full-time employees hired based on a short-term need are considered temporary full-time employees and may be released at any time for any reason or for no reason at the sole discretion of the College District without the right to appeal.

Temporary Grant-
Funded Employees

Full-time employees, employed in positions that are funded by federal or other special funding, have a term of employment equal to the term of the temporary assignment or until the loss of one or more funding sources, whichever occurs first. Such employees may be released at any time for any reason or for no reason at the sole discretion of the College District. The College District may continue to employ an individual after the loss of a funding source at a reduced compensation rate, where the reduction is proportionate to the loss of funding.

Employee with
Supplemental
Assignments

Supplemental duties may from time to time be assigned to full-time employees. No property right to continued employment exists in

PERSONNEL POSITIONS

DD
(LOCAL)

such supplemental duties, and such assignments may be terminated for any reason or for no reason, at the sole discretion of the College District.

Noncontract
Employees Without
Benefits

Noncontract employees whose assigned workload (hours worked per week) and compensation rate do not meet the state's criteria for eligibility for the state-provided benefits package are considered part-time without benefits and may be released at any time for any reason or for no reason at the sole discretion of the College District without the right to appeal.

**Definition of
Probationary
Employee**

The term "probationary employee" will refer to new and rehired, both contract and noncontract full-time employees in the first 90 days of full-time employment with the College District. Employees in a new employee probationary status may be dismissed at any time during the probationary period for any reason or no reason at the sole discretion of the College District and without the right to appeal.

TERMINATION OF EMPLOYMENT
RESIGNATION

DMD
(LOCAL)

Contract Employees

General
Requirements

All resignations by employees serving under a term contract ~~shall~~must be submitted in writing to the ~~College District~~ President or designee. The employee ~~shall~~will give reasonable notice as specified in the contract and ~~shall~~will include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation ~~shall~~will be considered submitted upon mailing.

End of Contract
Term

Any employee serving under a term contract may resign his or her position and leave the employment of the College District effective at the end of the contract term without penalty, provided the employee submits a letter of resignation, in accordance with administrative regulations and the provisions at GENERAL REQUIREMENTS, above.

The ~~College President~~District President or designee ~~shall be~~is authorized to accept a term contract employee's resignation effective at the end of the contract term.

Prior to End of the
Contract Term

An employee serving under a term contract wishing to resign prior to the end of the contract term must submit a letter of resignation in accordance with the provisions at GENERAL REQUIREMENTS, above. ~~The consent of the Board or its designee~~ Written approval by the District President is required for resignations effective prior to the end of the contract term.



Written approval by the Board is require for resignation of the District President prior to the end of the contract term.

Board Report



~~At the next Board meeting, t~~The ~~College District~~ President ~~shall~~will provide to the Board a list of the full-time employees who have left employment with the Collegeresigned since the last Board meeting.



Withdrawal of
Resignation

Once submitted and accepted, the resignation of an employee serving under a term contract may not be withdrawn without ~~the consent of the Board~~ written approval by the District President.

Reemployment

A faculty member who voluntarily resigns and later returns for employment with the College District ~~shall~~will be subject to the following conditions:

1. A faculty member seeking reemployment ~~shall~~will be subject to the hiring practices at the time of reapplying and, if rehired, ~~shall~~will be treated as a new employee.



2. A faculty member who is rehired ~~shall~~will not be awarded leave time accumulated during the previous period of employment or pay increments that would have been earned during continuous employment. ~~A supervisor may request a bridging~~

TERMINATION OF EMPLOYMENT
RESIGNATION

DMD
(LOCAL)

~~of service if the rehired faculty member returned within six months.~~

~~3. A faculty member who is released from employment under the terms of the reduction-in-force policy [see DMC] and is not offered a return to full-time employment by the College District within the one-year period specified by the policy shall be considered as having voluntarily resigned and shall be subject to new employee status if later rehired by the College District.~~

A faculty member who receives a service retirement from the Teacher Retirement System of Texas (TRS) may be reemployed on a part-time basis by the College District, subject to terms and conditions as specified by TRS. For consideration of reemployment on a full-time basis, see DC(LOCAL).