

<b>Intellectual Property</b>	<p><u>Unless herein stated otherwise, Ownership to all copyrights, trademarks, patents, and other intellectual property rights shall will remain with or be assigned in writing from the person or entity to the College District at all times.</u></p>
Students	<p>Unless herein stated otherwise, a student shall will retain all rights to work created as part of instruction or using College District technology resources.</p>
Definitions	<p>“Incidental Use” is defined as minor utilization of resources commonly encountered in the course of an employee’s daily job. This includes, but is not limited to an individual’s office, office computer, telephone, and library resources.</p> <p>“Scholarly Works” are defined as works that are created to further scholarly or artistic activity for which no compensation is granted by Collin College. These include but are not limited to manuscripts, scholarly articles, documentaries, websites, monographs, works of art, and other research-based productions.</p> <p><u>“Educational Materials” are defined as teaching or course materials that are not works for hire, such as class notes, curriculum guides, and laboratory notebooks.”</u></p> <p>“College District Time” is defined as time an employee spends conducting work that contributes to the course and scope of employment as defined in the assigned job description.</p>
Employees <i>College District Ownership</i>	<p>As an agent of the College District, an employee, including a student employee, shall will not have rights to a work <u>or invention</u> he or she creates, <u>authors, or invents</u> on College District time or using College District technology resources or College District intellectual property with the exception of Scholarly Works produced with incidental use of college resources <u>or Educational Materials</u>. <u>The agent will assign his or her rights in writing to the works or invention to the College District. The College District shall will own any work or work product or invention created or invented by a College District employee in the course and scope of his or her employment or if substantially produced using College District equipment, including the right to obtain copyrights and patents. The College District will have a royalty-free, perpetual, non-exclusive, transferable right from the employee to use, copy, display, or distribute the Scholarly Works or educational materials for education purposes.</u></p>
<i>Employee Ownership</i>	<p>A College District employee shall will own any work, <del>or</del> work product, <u>or invention created or invented</u> outside the College District employee’s course and scope of his or her employment, produced on his or her own time, away from his or her job, with personal</p>

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equipment and materials, and with incidental use of college resources, including the right to obtain patents or copyrights.

*Permission*

If not in the course and scope of his or her employment, a College District employee may apply to the District President or designee to use College District materials and equipment in his or her creative projects, provided the employee agrees either to grant to the College District a non-exclusive, non-transferable, perpetual, royalty-free, College District-wide license to use the work, or permits the College District to be listed as co-author or co-inventor if the College District contribution to the work is substantial. Unless stated herein otherwise, College District materials do not include student work, all rights to which are retained by the student.

Disclosure of  
Intellectual Property

College personnel endeavoring to produce intellectual property of commercial value ~~shall~~will disclose planned projects by completing the Request for Determination of Intellectual Property Rights Form available through Human Resources. College District employees personnel will not disclose the planned project to third parties until a response from the College District to the Request is issued.

Works for Hire

The College District may hire an independent contractor for specially commissioned work(s) under a written works-made-for-hire agreement that provides that the College District ~~shall~~will own the work product and intellectual property to the work product created under the agreement, as permitted by intellectual property law. Independent contractors ~~shall~~will comply with intellectual property law in all works commissioned.

Return of  
Intellectual Property

Upon the termination of any person's association with the College District, all permission to possess, receive, or modify the College District's intellectual property ~~shall~~will also immediately terminate. All such persons ~~shall~~will return to the College District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person. All electronic copies will be permanently deleted or electronically destroyed.

**Copyright**

Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the District President or designee, the College District ~~shall~~will require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

Technology Use

All persons are prohibited from using College District technology in violation of any law including copyright law. Only appropriately licensed programs or software may be used with College District technology resources. No person shall/will use the College District's technology resources to post, publicize, or duplicate information in violation of copyright law. The Board shall/will direct the District President or designee to employ all reasonable measures to prevent the use of College District technology resources in violation of the law. All persons using College District technology resources in violation of law shall/will lose user privileges in addition to other sanctions. [See BBI and CR]

**Electronic Media** Unless a license or permission is obtained, electronic media in the classroom, including motion pictures and other audiovisual works, must be used in the course of face-to-face teaching activities as defined by law.

**Designated Agent** The College District shall/will designate an agent to receive notification of alleged online copyright infringement and shall/will notify the U.S. Copyright Office of the designated agent's identity. The College District shall/will include on its website information on how to contact the College District's designated agent and a copy of the College District's copyright policy. Upon notification, the College District's designated agent shall/will take all actions necessary to remedy any violation. The College District shall/will provide the designated agent appropriate training and resources necessary to protect the College District.

If a content owner reasonably believes that the College District's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

**Trademark** The College District protects all College District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

**College District-related Use** The College District may grant permission to students, student organizations, parent organizations, and other College District-affiliated college-support organizations to use, without charge, College District and campus trademarks to promote a group of students, an activity or event, a campus, or the College District, if the use is in furtherance of College District-related business or activity and such use does not damage or tarnish the College District's trademarks. The District President or designee, in his or her sole discretion, shall/will determine what constitutes use in furtherance of College District-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative procedures/guidelines or international, federal, and state laws.

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Public Use

Members of the general public, outside organizations, vendors, manufacturers, wholesalers, distributors, and retailers shall will not use College District trademarks without the written permission of the District President or designee. Any production of merchandise or other goods with College District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses College District trademarks without appropriate authorization shall will be subject to legal action.

Classroom lectures and classroom materials, including but not limited to recordings, faculty-produced lecture notes, and supplemental materials, are covered by this Intellectual Property policy and are not available for distribution to the general public or for non-Collin College academic purposes.

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**Violations** Employees ~~shall~~will comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as College District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCC and DM series]

**Record Retention** An employee ~~shall~~will comply with the College District's requirements for records retention and destruction to the extent those requirements apply to electronic media. [See CIA]

**Safety Requirements** All employees ~~shall~~will adhere to College District safety procedures and guidelines and ~~shall~~will report unsafe conditions or practices to the appropriate supervisor.

**Alcohol and Drugs** A copy of this policy, the purpose of which is to eliminate drug abuse from the workplace, ~~shall~~will be provided to all new employees and ~~shall~~will be available on the College District human resources' website.

Employees ~~shall~~will not unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on College District property or **while engaged in** College District-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.
- ~~4.~~5. Any drug paraphernalia used for controlled substances, as defined under Health and Safety Code Section 481.002.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

**Exceptions** It ~~shall~~will not be considered a violation of this policy if the employee:

1. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

2. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

The ~~College President~~District President is authorized by the Board to permit the serving and consumption of alcohol at special fund-raising functions for the College District, at specially designated events in College District facilities, and as a part of specifically defined and approved academic curricular programs/classes (e.g., culinary arts).

#### Notice

In addition to a copy of this policy, each employee ~~shall~~will be given a copy of the College District's statement regarding a drug-free workplace and drug-free schools and a description of the health risks associated with the use of illicit drugs and the abuse of alcohol.

#### Reporting Violations ~~o~~f the Law

Each employee ~~shall~~will report violations of law to his or her supervisor, a human resources representative, the appropriate vice president or provost, or the ~~College President~~District President as soon as he or she may become aware of the same. Failure to make such a report and/or failure to timely report may compromise the integrity of the College District depending upon the severity of any concealment and may subject the employee to disciplinary action, including termination of employment with the College District.

In instances in which an employee asserts that he or she is being suspended, terminated, or discriminated against on account of the good faith reporting of a violation of law, the employee has all rights and protections afforded by law and in particular under V.T.C.A. Government Code 554.001, et seq., whereby such action is a form of unlawful retaliation. Employees claiming retaliation under this section ~~shall~~will exhaust all administrative remedies to correct an alleged injustice, including filing a resolution of employee concern form [see DGBA(LOCAL)] and following the appropriate procedures thereafter.

#### Weapons on Campus

The College District prohibits the use, possession, or display of any illegal knife, club, or prohibited weapon, in violation of the law or College District policies and procedures, on College District property or at a College District-sponsored or -related activity, unless written authorization is granted in advance by the ~~College President~~District President or designee. [See CHF]

#### Arrests, Indictments, Convictions, and Other Adjudications

An employee (or designee, if the employee is incarcerated) ~~shall~~will notify his or her immediate supervisor through a written letter via certified (verifiable) ~~e-mail~~email or certified mail and sent/postmarked within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of

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the employee for any felony or any offense involving moral turpitude.

**Moral Turpitude**

Moral turpitude includes but is not limited to:

1. Dishonesty, fraud, deceit, theft, or misrepresentation;
2. Deliberate violence;
3. Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
4. Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
5. Acts constituting public intoxication, operating a motor vehicle while under the influence of alcohol, or disorderly conduct, if any two or more acts are committed within any 12-month period; or
6. Acts constituting abuse under the Texas Family Code.

**Smoke- and Tobacco-Free Workplace**

The College District prohibits smoking and the use of tobacco products or other electronic smoking devices on all College District property. Violators of this policy may be subject to disciplinary action, including, but not limited to, termination of employment.

Employees seeking assistance or related educational materials should contact the human resources office.

**Use of College District Equipment at an Off-Campus Location**

College District employees may use College District equipment for College District-related purposes at off-campus locations, including a personal residence, by completing an equipment check-out form and by following the related procedures. Failure to comply with the published guidelines may result in disciplinary action. An employee ~~shall~~will not use College District facilities, secretarial assistance, office supplies and equipment, or other College District resources for personal gain or benefit; such use of College District resources for personal gain or benefit is a violation of College District policy and state law.

**Fraternization / Consensual Relationships**

Employees with direct teaching, supervisory, advisory, or evaluative responsibility over other employees, students, or student employees are expected to recognize and respect the ethical and professional boundaries that must exist in such situations. Employees must also avoid putting themselves in a compromising position, such as being meeting alone with a student in a private residence or non-public place.



While **personal** relationships between consenting adults are a personal matter, they can create potential conflicts in the workplace and in the educational setting. Such relationships also have the potential for exploitation of an employee, student, or student employee and can possibly create professional or academic disadvantages for third parties.

Definitions

Consensual Relationship – a mutually acceptable, **dating**, romantic, or sexual relationship.

Consensual Relationship in the Workplace – a mutually acceptable, **dating**, romantic, or sexual relationship between a **eCollege District** employee (including a student employee) with teaching, supervising, advising, evaluating, or grading authority, and an employee, student, or student employee who is, **directly or indirectly**, taught, supervised, advised, evaluated, or graded by that **eCollege District** employee.

Conflict of Interest – Even when there is no actual conflict of interest, a potential conflict of interest or an appearance of impropriety may arise when individuals with the authority and the responsibility to evaluate the work or performance of an employee, student, or student employee initiate, acquiesce to, or engage in an intimate, **dating**, romantic, or sexual relationship with that employee, student, or student employee.

Prohibited Conduct

Employees are prohibited from having a **Consensual Relationship in the Workplace** that is not reported in accordance with this policy.

This policy applies to all **College District** faculty, staff, and students of **Collin College**. As used in this document, the terms “faculty, staff, and students” include individuals serving as interns or as volunteers, such as volunteer coaches.

Reporting  
Responsibility

~~If~~ **When** a **eConsensual rRelationship in the Workplace** exists ~~or begins to develop~~, the individual in the position of authority must immediately **(and no later than within five days of commencing such a relationship)** notify his or her immediate supervisor of the relationship. ~~and cooperate with that supervisor in making the arrangements necessary to resolve the conflict of interest.~~ Failure of the individual in the position of authority to report the **eConsensual rRelationship in the Workplace** immediately may result in disciplinary action up to and including termination.



If a Conflict of Interest or the appearance of a Conflict of Interest exists as a result of the Consensual Relationship in the Workplace, the individual reporting the relationship will cooperate with his/her supervisor in making all the necessary arrangements to resolve the conflict of interest. If the Conflict of Interest cannot be resolved by the supervisor, the supervisor will refer the issue to the Human Resources Department for further resolution, including the removal of the reporting relationship, the reassignment of the reporting employee, other resolution of the Conflict of Interest, and/or termination of employment. If a Consensual Relationship in the Workplace does not result in a Conflict of Interest or the Conflict of Interest is resolved, the relationship will be allowed by the supervisor.

If an allowed Consensual Relationship in the Workplace a relationship at work that was initially consensual ends and the as a result has a negative impact on either employee's work, it is the employees' responsibility to inform their supervisor(s) and to take appropriate steps to mitigate any issues/conflicts at work. If employees are unable to resolve conflicts at work, the employees will be asked to mutually agree which employee will be reassigned or resign from the College District's employment. If employees are unable to agree on that decision, the College District may elect to terminate the employment of one or both employees at the same time.

Immediate  
Supervisor  
Responsibility

A supervisor who is notified, or becomes aware, of a Consensual Relationship in the Workplace will inform Human Resources. Human Resources will take steps to confirm that the Consensual Relationship in the Workplace exists by meeting with the parties involved and advising that this type of relationship must conform to the guidelines of this policy. The supervisor Human Resources will work with all parties to alter the conditions that create an actual or potential conflict of interest or the appearance of impropriety caused by the relationship. In most instances, providing alternative arrangements for either party will alter the conditions. In providing alternative arrangements, the supervisor College District must ensure no harm comes to the person in the relationship who holds less power or authority. These alternative arrangements must be documented, kept in the employee's personnel file and reported to the vice president in the reporting line of the employee in the position of authority in the relationship.

Procedures for  
Failure to  
Cooperate

Employees in positions of authority in these Consensual Relationships in the Workplace must fully cooperate in efforts to eliminate any conflict of interest or appearance of impropriety and are

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subject to disciplinary action up to and including termination for failure to do so. The eCollege District will presume that the relationship was not consensual if the subordinate party complains of sexual harassment related to an undisclosed Consensual Relationship in the Workplace. Allegations of sexual misconduct will be investigated according to collegein accordance with College District policy and procedures.

Procedure for  
Grievances of  
Disciplinary Actions

An individual who is disciplined under this policy may grieve or appeal through DGBA.

<b>Assignment</b>	All employees <del>shall</del> <u>will</u> be subject to assignment and reassignment by the <del>College President</del> <u>District President</u> at any time when the <del>College President</del> <u>District President</u> determines that the assignment or reassignment is in the best interests of the College District. The <del>College President</del> <u>District President</u> may, from time to time, assign or reassign a contract or noncontract employee to other or additional duties for which the employee is professionally certified or otherwise qualified to perform. Reassignment of a contract employee <del>shall</del> <u>will</u> be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract.
<b>Exempt</b>	
Full Time	Administrators and other full-time employees in positions identified as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) <del>shall</del> <u>will</u> be expected to work a minimum of 40 hours per week. Holiday hours <del>shall</del> <u>will</u> be considered as hours worked.
Regular Faculty Assignment	The responsibilities of regular faculty assignments <del>shall</del> <u>will</u> be described in the full-time faculty position description and include, but are not limited to, teaching assigned courses and maintaining appropriate office hours for student advising and divisional and College District service responsibilities.
Extra Service Assignments	Full-time faculty employed on a nine-month contract may be employed during the summer based on a recommendation from the appropriate dean. No guarantee exists for summer or for any extra service assignment. Noncontractual extra service assignments or supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid extra service assignment or supplemental duty may do so by notifying the appropriate supervisor in writing. Paid extra service assignments or supplemental duties are not part of the College District's contractual obligation to the employee, and an employee <del>shall</del> <u>will</u> hold no expectation of continuing assignment to any extra duty assignment or supplemental duty.
<b>Nonexempt</b>	
Full Time	Full-time employees in positions identified as not exempt from the overtime provisions of the FLSA <del>shall</del> <u>will</u> work 40 hours each week. All hours worked in excess of 40 <del>shall</del> <u>will</u> be compensated at a rate equal to one and one-half the employee's regular hourly rate or as defined by the FLSA. [See DEA]  Hours recorded for paid leave including, but not limited to, vacation, holidays, or sick leave <del>shall</del> <u>will</u> not be considered worked hours for the purposes of determining overtime. A full-time nonexempt employee <del>shall</del> <u>will</u> record all hours worked in the College District's time and attendance system.

No College District employee ~~shall~~will have the authority to request or require that another College District employee falsify his or her time worked.

Part Time

A part-time employee in a position identified as not exempt from the overtime provisions of the FLSA ~~shall~~will work the total number of hours for which he or she is individually hired.

A part-time nonexempt employee ~~shall~~will record all hours worked in the College District's time and attendance system. No College District employee ~~shall~~will have the authority to request or require that another College District employee falsify a time sheet.

**Service Definition**

College District service ~~shall~~will be defined as the total length of ~~continuous~~ full-time, benefits-eligible employment with the College District.

**Employment of  
Members of  
Immediate Family or  
Household  
(Nepotism)**

An employee ~~shall~~will not initiate nor participate in, directly or indirectly, decisions involving a direct benefit (e.g., initial employment or appointment, retention, promotion, salary, course or work assignments, research funds, leave of absences, and the like) to members of his or her immediate family or household or to a partner in a dating relationship. For the purpose of this policy, the following definitions will apply:

1. Immediate family ~~shall~~includes husband and wife; son and daughter (including stepchildren); grandchildren; son- and daughter-in-law; parents (including stepparents); grandparents; father-and mother-in-law; brother and sister (including stepbrother and stepsister); and brother- and sister-in-law.
2. Household includes individuals regularly sharing the employee's residence.
3. A dating relationship means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. A casual acquaintanceship or ordinary fraternization in a business or social context may not constitute a dating relationship.

It may be that other personal relationships are such that objective and equitable supervisory decisions are not possible; in all such cases, the human resources office ~~will~~shall be consulted to ensure consistency with the spirit and intent of this policy.

A person ~~shall~~will not be employed on a full-time or part-time basis in a department or position in which:

- An immediate family or household member or partner in a dating relationship is also employed;

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- He or she will be subject to the close supervisory authority by an immediate family or household member or partner in a dating relationship; or
- An immediate family or household member or partner in a dating relationship, in the ordinary course of business, makes or informs decisions ~~or plays a significant role in making decisions~~ concerning the employee's direct benefits or may compromise the confidentiality of employment records or other materials.

An employee is responsible for reporting to his or her supervisor any personal relationships that limit objective and equitable supervision or hiring practices. Questions on the interpretation of this policy shall be referred to the human resources office.