



NOTICE is hereby given that the Collin County Community College District Board of Trustees will hold a meeting of the Organization, Education, and Policy Committee (Collins, Gomel, Orr) at 4:30 p.m. on Tuesday, February 25, 2025, in the President's Conference Room 407 at the Collin Higher Education Center, 3452 Spur 399, McKinney, Texas 75069.

Locations

Celina Campus

Collin Higher Education Center
McKinney, Texas

Courtyard Center
Plano, Texas

Farmersville Campus

Frisco Campus

McKinney Campus

Plano Campus

Public Safety Training Center
McKinney, Texas

Rockwall Center

Technical Campus
Allen, Texas

Wylie Campus

PUBLIC COMMENT

REVIEW AND DISCUSSION ITEMS

1. First Reading of Local Board Policies

- CDE (Local) Accounting – Financial Ethics
- DEC (Local) Compensation and Benefits – Leaves and Absences
- DHB (Local) Employee Standards of Conduct – Child Abuse and Neglect Reporting
- FAA (Local) Equal Educational Opportunity – Pregnant and Parenting Students
- FFA (Local) Student Welfare – Wellness and Health Services

2. Second Reading and Consideration of Approval of Local Board Policies

- CF (Local) Purchasing and Acquisition
- DCA (Local) Employment Practices – Term Contracts
- DLA (Local) Employee Performance – Evaluation
- DMAB (Local) Term Contracts – Nonrenewal

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Collin County Community College District Board of Trustees

1. Organization, Education, and Policy Committee

February 25, 2025

Resource: Monica Velazquez
General Counsel

DISCUSSION ITEM: First Reading of Local Board Policies

- **CDE (Local)** Accounting – Financial Ethics
- **DEC (Local)** Compensation and Benefits – Leaves and Absences
- **DHB (Local)** Employee Standards of Conduct – Child Abuse and Neglect Reporting
- **FAA (Local)** Equal Educational Opportunity – Pregnant and Parenting Students
- **FFA (Local)** Student Welfare – Wellness and Health Services

DISCUSSION:

As a part of the College’s comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards’ Legal and Policy Service, the local policies outlined below are being presented for review as a first reading.

- **CDE (Local)** Accounting – Financial Ethics - Recommended policy revisions to the disclosure requirements are to align the text with amendments to the OMB Guidelines reflected in policy CAAB and applicable law, the civil False Claims Act.
- **DEC (Local)** Compensation and Benefits – Leaves and Absences - Recommended policy revisions eliminate paid leave for quarantine reasons for adjunct faculty members.
- **DHB (Local)** Employee Standards of Conduct – Child Abuse and Neglect Reporting - Recommended policy revisions have been made to clarify state reporting requirements for mandatory child abuse or neglect reports for minors.
- **FAA (Local)** Equal Educational Opportunity – Pregnant and Parenting Students - Recommended minor revisions to this policy have been made to reflect the new Coordinating Board rules relating to the Liaison for

Pregnant and Parenting Students and the publication of contact information for the designated liaison.

- **FFA (Local)** Student Welfare – Wellness and Health Services - Recommended revision changes time to file a temporary leave of absence form from three days to five days.

Acts of fraud, waste, abuse or financial impropriety may compromise the College District's mission. All Board members, employees, students, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved with the College District or who conduct business with the College District will act with integrity in duties involving the College District's fiscal resources.

Please Note: See also the following policies regarding conflicts of interest, ethics, and financial oversight:

- Code of Ethics:
 - for Board members—BBF
 - for employees—DH
- Financial conflicts of interest:
 - for public officials—BBFA
 - for all employees—DBD
 - for vendors—CFE
- Compliance with state and federal grant and award requirements: CAA, CAAA, CAAB
- Financial conflicts and gifts and gratuities regarding federal funds: CAA, CAAB
- Systems for monitoring the College District's investment program: CAK
- Budget planning and evaluation: CC
- Compliance with accounting regulations: CDC
- Criminal history record information for employees: DC

**Fraud, Waste, Abuse
and Financial
Impropriety**

The College District prohibits fraud, waste, abuse and financial impropriety, as defined below, in the actions of its Board members, employees, students, vendors, contractors, consultants, volunteers, and others seeking or maintaining an employment, business, or other relationship with the College District.

Definitions

The following general terms apply for this policy.

1. Fraud is any false or dishonest act that constitutes fraud under applicable laws, including any intentional deception or willful misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to that person or another person.

2. Waste is the loss or misuse of government-funded resources that results from deficient practices, system controls, or decisions.
3. Abuse is the intentional, wrongful, or improper use of government-funded resources or misuse of office, position, or authority that causes the loss or misuse of government-funded resources.
4. Financial impropriety is a type of financial fraud.

While it is impossible to define every action that could constitute fraud, waste, abuse, or financial impropriety, those acts may include, but are not limited to:

1. Forgery, falsification, or unauthorized alteration of any document or account belonging to the College District.
2. Forgery, falsification, or unauthorized alteration of a check, bank draft, promissory note, securities, or any other financial document of the College District.
3. Forgery, falsification, or unauthorized alteration of any College District student records, employee records, financial records, or insurance records.
4. Misappropriation of funds, securities, supplies, or other College District property or assets, including employee time.
5. Unlawful or fraudulent handling of money or reporting of College District financial transactions.
6. Acceptance or solicitation of any prohibited gift, favor, or service that may tend to influence the employee in the discharge of the employee's official duties. [\[See CAA, DBD\]](#)
7. Unauthorized destruction, removal, or use of College District records or property.
8. Unauthorized access to or disclosure of confidential or proprietary information, or intellectual property of the College District.
9. Unauthorized access to or disclosure of investment activities engaged in or contemplated by the College District.
10. Failing to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or Board policy.

12. Theft or any other willful, dishonest act regarding financial information of the College District.
13. Failure to comply with lawful requirements imposed by law, the awarding government agency, or a pass-through entity for state and federal awards.

Reporting

Anyone who suspects or detects an act prohibited by this policy must report it immediately to a person with authority to investigate that act, including a supervisor, the District President or designee, the Director of Internal Audit, local law enforcement, or as allowed by this policy.

The individual filing the report should not knowingly make false or misleading accusations. The individual or those receiving the report should not alert the suspected individual(s) that an investigation under this policy is underway.

Ethics Hotline

A report of suspected acts of fraud, waste, abuse, or financial impropriety may be filed through a secure and confidential [ethics hotline](#)¹ or at the following toll-free number: 844-982-4680.

State Auditor's Office

A report of suspected acts of fraud, waste, abuse, or financial impropriety may also be made to the Texas State Auditor's Office by any of the methods described on that agency's [website](#)².

If the College District has reasonable cause to believe that money received from the state or by a contractor of the College District may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct in violation of this policy has occurred in relation to the operation of the College District, such matters will be reported to the Texas State Auditor's Office by the Director of Internal Audit as required by Texas Government Code, Section 321.022.

Controls and Oversight

The District President or designee will maintain a system of internal controls to deter and monitor for fraud, waste, abuse or financial impropriety in the College District.

Each employee who supervises or is responsible for preparing College District records, financial reports, or financial transactions will set an example of honest and ethical behavior and will actively monitor their department or area of responsibility for fraud, waste, abuse, and/or financial impropriety.

Confidentiality

Reports of suspected fraud or financial impropriety will be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation will be advised to keep information about the investigation confidential.

Non-Retaliation

The College District prohibits and does not tolerate retaliation against any individual who in good faith files a complaint of suspected fraud, waste, abuse, or financial impropriety or cooperates with an investigation of such alleged acts. Engaging in unlawful retaliation may result in disciplinary action, including dismissal.

However, an individual who intentionally files a false complaint, offers false statements, or submits false evidence is not protected by this provision against retaliation, and may be subject to appropriate disciplinary action. Complaints involving alleged violations of this non-retaliation provision can be filed by employees under policy DGBA, by students under FLD, by community members under GB, or using the Ethics Hotline.

Investigations

The District President is responsible for ensuring that allegations of fraud, waste, abuse, or financial impropriety are investigated. The District President may assign the complaint to an appropriate designee to investigate. The Director of Internal Audit must provide timely written notification to the District President or designee when a complaint is received from the Ethics Hotline or the State Auditor's Office.

The District President or designee, in coordination with legal counsel and other internal or external departments or agencies as appropriate, will promptly initiate a thorough investigation of reports of potential fraud, waste, abuse, or financial impropriety. Once an investigation is complete, a report that outlines the results of the investigation will be provided to the District President or designee.

If the report involves the Board or District President, an external third party will be retained by the Board to investigate reports of potential fraud, waste, abuse, or financial impropriety. The external third party will conduct a thorough investigation and provide a report that outlines the results of the investigation to the Board Chair or designee.

Response

If an investigation substantiates a report of fraud, waste, abuse, or financial impropriety, the District President or designee will inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration. If recommended or when circumstances warrant, the District President decides, with input from the Board and consultation from legal counsel as needed, (1) whether to report the acts to regulatory or law enforcement authorities, and/or (2) any other appropriate remedial action. In cases involving monetary loss to the College District, the College District may seek to recover lost or misappropriated funds.

If an employee is found to have committed fraud, waste, abuse, or financial impropriety, the District President or designee will take or

recommend appropriate disciplinary action, which may include dismissal from employment.

If a contractor or vendor is found to have committed fraud, waste, abuse, or financial impropriety, the College District will take appropriate action, which may include cancellation of the College District's relationship with the contractor or vendor.

Federal Awards
Disclosure

The College District will promptly disclose, in a timely manner in writing ~~to at any time, in connection with~~ the federal awarding agency or pass-through entity, all violations award, which includes any activities or subawards, the College District has credible evidence of the commission of a violation of federal criminal law involving fraud, ~~waste, abuse~~conflict of interest, bribery, or financial impropriety~~gratuity~~ violations ~~potentially affecting a found in~~ federal ~~grant award~~law, including the civil False Claims Act. [See CAAB]

**Reports and
Analysis of Fraud**

After any investigation substantiates a report of fraud, waste, abuse, or financial impropriety, the District President or designee will analyze conditions or factors that may have contributed to the fraudulent or improper activity. The District President or designee will determine if current administrative procedures are appropriate. If deemed necessary, improved procedures will be developed and implemented to prevent future misconduct. These new or remedial measures will be presented to the Board.

An information item will be included in the Board report at the end of each fiscal year with a summary of the number of reports received and investigated.

¹ Ethics Hotline: <https://collin.ethicspoint.com>

² Texas State Auditor's Office website :<https://sao.fraud.texas.gov/>

Note: For College District contribution to employee insurance during leave, see CKD(LOCAL). For additional provisions addressing the Family and Medical Leave Act (FMLA), see DECA(LEGAL).

Leave Administration

The District President or designee will develop procedures associated with employee leaves and absences and ensure the procedures are used to implement the provisions of this policy.

Comprehensive Leave Program

The Board provides a comprehensive program of leave benefits for full-time employees of the College District.

Accrual of Leave

Leave hours accrue on the last day of each month. An employee who is in a paid status (at work or on paid leave) on the last day of the month earns leave hours for that month.

Reporting Absences

Employee absences are reported through a time and attendance reporting system. Supervisors ensure appropriate documentation and use of leave and take action, as needed, if an employee does not accurately report his or her absences. [See DMAA(LOCAL)]

Family and Medical Leave

For purposes of the Family and Medical Leave Act (FMLA), the following eligible conditions apply:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the employee of a son or daughter for adoption or foster care [For the rules regarding leave for "adoption" and "foster care," see 29 C.F.R. 825.121];
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status); and
6. To care for a covered service member with a serious injury or illness incurred in the line of duty if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

Immediate Family

For purposes of this policy, "immediate family" is defined as a dependent son or daughter, including a biological, adopted, or foster child; a stepchild; a legal ward, or a child for whom the employee

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stands *in loco parentis* who is under the age of 18, or someone 18 years or older who is incapable of self-care because of a mental or physical disability; and a spouse.

Family Emergency

The term “family emergency” will be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave will mean the number of hours per day equivalent to the employee’s usual assignment.

Academic Year

An “academic year” as used in this policy will mean the term of the employee’s assignment during the College District’s Academic Calendar adopted by the Board each year. For purposes of an employee’s entitlement to FMLA leave, the 12-month period will be measured forward from the date an individual employee’s first FMLA leave begins, regardless of the academic year.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family. A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time (usually longer than five days) and that requires inpatient care in a hospital, hospice, or residential medical facility, or a regimen of continuing treatment of the employee by a health-care provider that requires absences from work for treatment. Catastrophic leave is only available for those employees who have exhausted all leave time earned by those employees. Such conditions typically require prolonged inpatient hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth will be considered catastrophic if they meet the requirements of this paragraph. The College District may require a second or third medical opinion, at its cost, to confirm that the illness or injury qualifies for catastrophic leave.

Earning Leave

An employee will not earn any form of paid leave when the employee is in unpaid status. An employee using full or proportionate paid leave will be considered to be in paid status.

Deductions

Leave Without Pay

The College District will not approve paid leave for more leave days than have been carried over from prior years plus leave currently available. Any unapproved absences or absences beyond available paid leave will result in deductions from the employee’s pay. An employee’s final paycheck will be reduced for paid leave the employee used, but had not earned, as of the date of separation.

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Leave Proration Paid leave will be prorated based on the actual time employed within an academic year.

Medical Certification An employee will submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family; or
2. The College District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or District President; or
3. The employee requests FMLA leave for the employee's serious health condition; for a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification will be made by a healthcare provider as defined by the FMLA. [See DECA(LEGAL)]

Order of Use For leave approved under this policy, the College District adopts the following order of use.

Earned compensatory time will be used before any available paid leave. [See DEA]

Use of leave under the sick leave bank will be permitted only after all available local or other leave has been exhausted.

When an employee is approved for FMLA leave, the College District will require the employee to use available paid leave, including, but not limited to, sick time, vacation time, or compensatory time.

Sick Leave Each full-time employee will earn eight hours of paid sick leave per month in accordance with administrative procedures.

Sick leave will accumulate to a maximum of 720 hours.

Sick leave will only be used after any applicable compensatory time has been exhausted for the following:

1. Illness of the employee.
2. Illness of a member of the employee's immediate family [see Immediate Family, above].
3. Up to three days (24 hours) of accrued sick leave each fiscal year for medical or dental appointments or to help care for an extended family member who is ill. Extended family members

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include parents, grandparents, adult children, grandchildren, siblings and in-laws, and step and foster relationships of the preceding.

4. Family emergency.
5. Birth or placement of a child when taken within the first year after the child's birth, adoption, or foster placement.
6. Contribution to the sick leave bank.

**Sick Leave for
Adjunct Faculty**

The College District will offer paid sick leave to adjunct faculty members under this policy to provide pay continuity as a result of illness-related absences of the adjunct faculty member.

Adjunct faculty are eligible to receive the equivalent of one week, as defined below, of paid sick leave per course each semester they are employed. ~~Adjunct faculty members who have been diagnosed with an illness that requires quarantine are eligible for one additional week of paid leave under this policy.~~ For purposes of this policy, the phrase "equivalent of one week" is defined as 1/16th of the total course contact hours, e.g., three of 48 contact hours or four of 60 contact hours, etc., irrespective of the period of time over which the course is scheduled. Paid sick leave for adjunct faculty members is granted on a per-semester basis and does not accrue.

Sick Leave Bank

The College District will establish a sick leave bank to which all full-time employees may contribute up to 24 hours of earned but unused sick leave per year.

A full-time employee may request leave from the bank if the employee experiences a catastrophic illness or injury as defined in this policy and has exhausted all paid leave and any applicable compensatory time.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

Eligibility

Only full-time benefits-eligible employees may apply for use of the sick leave bank.

Eligible employees may only draw from the sick leave bank for a single diagnosis code for a period not to exceed the maximum allowable hours consistent with plan operating procedures.

The District President or designee will develop procedures for the operation of the sick leave bank that address the following:

1. Procedures to request leave from the sick leave bank;

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2. The maximum number of days per academic year a member employee may receive from the sick leave bank;
3. The administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
4. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL).

**Leave for Certain
Law Enforcement
and EMS Personnel**

Mental Health
Leave

A College District peace officer or a full-time telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment will be granted a maximum of three days of mental health leave per traumatic event. Such leave will be provided in accordance with administrative regulations and will not be deducted from the employee's pay or leave balance.

The District President will develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requester;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A College District peace officer or an emergency medical technician on staff will be granted quarantine leave when ordered by the local health authority or the person's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave will be provided in accordance with administrative regulations and will not be deducted from the employee's pay or leave balance.

The District President will develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and

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3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness
or Injury Leave

Following a leave of absence with full pay as required by law, the College District will extend the leave of absence for a police officer's or emergency medical services personnel's line of duty illness or injury in accordance with medical certification and administrative regulations.

The extended leave of absence will not exceed 60 workdays.

The extended leave of absence will be taken with no loss of pay.

In accordance with law, following an extended leave of absence, the police officer or emergency medical services personnel may use accumulated leave.

**Family and Medical
Leave**

For purposes of an employee's entitlement to FMLA leave, the 12-month period will be measured forward from the date an individual employee's first FMLA leave begins.

Twelve-Month
Period

Combined Leave for
Spouses

When both spouses are employed by the College District, the College District provides a combined total of 12 weeks (in any combination) of FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition. The College District will limit military caregiver leave to a combined total of 26 weeks.

Intermittent or
Reduced Schedule
Leave

The College District will permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of
Leave

When an employee requests leave, the employee will provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-For-Duty
Certification

In accordance with administrative procedures, when an employee takes FMLA leave due to the employee's own serious health condition, the employee will provide, before resuming work, a fitness-for-duty certification. If the College District will require certification of the employee's ability to perform essential job functions, the College District will provide a list of essential job functions to the employee.

Failure to Return

If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the College District may require reimbursement of premiums paid by the College District during the leave.

**Outside Employment
While on Leave**

The College District prohibits employees from engaging in any employment with another employer, supplemental employment, or providing non-employment services for compensation (“moonlighting”) during any type of leave approved under this or any other Board policy, other than vacation leave. This prohibition does not apply to employees who have received written approval to engage in outside employment or employees engaged in military service while on approved military leave.

Parental Leave

Each employee who has been employed in a benefits-eligible position for at least 12 months is eligible to use 10 days of paid parental leave at the time of the birth or adoption of a child. Parental leave must be coordinated with the employee’s concurrent leave under the FMLA and is available for use from the time of birth or placement of the child only. Parental leave must be used while the employee is on the related FMLA leave and does not accrue or remain available for use at a later date. Adjunct faculty, part-time employees, and employees on leave without pay status are not eligible for paid parental leave as outlined in this policy but may be eligible for unpaid FMLA leave.

Personal Leave

Each full-time employee will earn 24 hours of paid leave each fiscal year to conduct personal business in accordance with administrative procedures. Personal leave will be noncumulative.

**Request for Personal
Leave**

The employee will submit a request for use of personal leave in advance in accordance with leave of absence procedures and guidelines. In deciding whether to approve or deny personal leave, the supervisor or designee will not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee will, however, consider the effect of the employee’s absence on the educational program or College District operations.

Vacation Leave

Each full-time, 12-month staff and administrative employee will earn paid vacation in accordance with the schedule published in administrative procedures.

Upon successful completion of the new employee 90-day (calendar day) probationary period, each eligible employee will receive vacation credit retroactive to the original service date, in accordance with the published vacation plan. Employees who terminate employment prior to completion of the new employee probationary period will have no accrued vacation credit.

Use of vacation leave will not exceed 15 consecutive workdays.

Carryover of earned but unused vacation hours will be permitted within the guidelines established by the District President or designee.

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Payment of
Vacation Leave in
Lieu of Time Off

If sufficient funds are available in the Board-approved budget or from other appropriate funding sources, the District President may authorize a payment of up to 160 hours of an employee's earned but unused vacation leave hours. This payment would be in lieu of time off when an employee is not permitted or able to take requested vacation leave due to workload, special projects, or critical needs of the college, as designated by the District President.

If sufficient funds are not available, the request must be submitted to the Board for consideration to allocate the needed funds from appropriate reserve accounts.

An annual report of any authorized payments to employees under this sub-section of the policy will be presented to the Board as an information item following the fiscal year end.

Payment of
Vacation Leave at
Termination

Employees beyond the initial 90-day probationary period, who terminate eligible employment with the College District, will be paid for the current fiscal year's earned but unused vacation hours and up to a maximum of 80 hours of earned but unused carryover vacation hours from prior fiscal years.

Request for
Vacation Leave

The employee will submit a request for use of vacation leave in advance in accordance with leave of absence procedures and guidelines. In deciding whether to approve or deny vacation leave, the supervisor or designee will consider the effect of the employee's absence on the educational program or College District operations.

Sabbatical Leave

Sabbatical leaves are available to provide College District employees with a significant opportunity for professional growth. Sabbatical leaves are granted based on a review and recommendation by the sabbatical committee in response to the published priorities for the year, with subsequent review and recommendation by the campus provost and senior vice president of campus operations, with approval consideration by the District President and the Board. Sabbatical leaves are not granted on the basis of seniority and are not an entitlement.

Sabbatical leave may be granted, upon application, for study, research, writing, field observations, or other suitable purposes such as completing a degree, improving skills, and maintaining currency in the employee's discipline or field or otherwise as specified in administrative procedures.

Eligible employees [see definition at DEC(LEGAL) Development Leaves of Absence] may apply for a sabbatical upon completion of five years of continuous full-time service. Six years of continuous full-time service must be completed before a sabbatical can commence.

The leave will be for one academic year at one-half of the faculty member's regular salary or for one-half academic year at full regular salary. Failure to return for all or part of the one-year period will make the person liable for the return of all, or part, of the sabbatical stipend in proportion to the percent of time not completed.

An otherwise eligible employee who has received a sabbatical leave within the past five years, whose position is funded by an external grant or contract, or who is in his or her last year of full-time employment with the College District is ineligible for sabbatical leave.

The chief human resources officer and the chair of the sabbatical leave committee are available to answer questions concerning the sabbatical leave policy and procedures.

Bereavement Leave

A full-time benefits-eligible employee will be granted up to 40 hours of paid bereavement leave upon the death of an employee's spouse, child, parent, or other person who occupies a position of similar importance in the employee's family in accordance with procedures.

A full-time benefits-eligible employee will be granted up to 24 hours of paid bereavement leave upon the death of other family members of the employee to include siblings, grandparents, grandchildren, parents-in-law, and siblings-in-law, or other person who occupies a position of similar importance in the employee's family in accordance with administrative regulations, including an employee's step and foster relationships of the above.

Bereavement leave will be noncumulative.

Critical Illness Leave

"Critical illness" is defined as a life-threatening condition.

Benefit

A full-time employee will be granted up to 24 hours of paid critical illness leave for absences associated with the critical illness of an immediate family member or other family members of the employee to include siblings, grandparents, grandchildren, parents-in-law, and siblings-in-law, or other person who occupies a position of similar importance in the employee's family, in accordance with procedures.

Critical illness leave will be noncumulative.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the College District's contribution to health insurance.

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	<p>An absence due to a work-related injury or illness will be designated as FMLA leave.</p>
<p>No Paid Leave Offset</p>	<p>The College District will not permit the option for paid leave offset in conjunction with workers' compensation income benefits.</p>
<p>Extraordinary Circumstances</p>	<p>Up to 40 hours of leave without pay may be granted to an employee for extraordinary circumstances that cannot be addressed within the paid leave benefits provided by the College District, in accordance with administrative procedures and guidelines for faculty and staff. An employee who has been employed more than 12 months may request leave without pay of up to 720 hours after he or she has exhausted all eligible leave, including paid, unpaid, and FMLA leave for his or her own serious health condition or that of an immediate family member, to include the spouse or dependent child(ren) of the employee. Upon return from the leave of absence, the employee will be eligible for the same or similar position, upon release from his or her physician, if applicable, consistent with the College District's procedures and guidelines for faculty and staff.</p>
<p>Employees not Eligible for FMLA Leave</p>	<p>A full-time employee who has not yet worked the required 12 months and 1250 hours to qualify for FMLA leave may take a maximum of 160 hours of leave without pay for his or her own serious health condition or for the serious health condition of the employee's spouse and dependent children of the employee.</p>
<p>Expiration of Available Leave and Attendance Policy</p>	<p>When an employee is close to using all earned paid and unpaid approved leave, the College District will send a letter to the employee at the home address on file explaining that his or her leave is almost exhausted and the notification requirements for returning to work. If the employee's absence is due to his or her own medical condition, the employee must present a written medical clearance form, a health-care professional who verifies the employee is able to perform the essential functions of his or her position, and a description of any requested job-related accommodations provided by the deadline to the College District.</p> <p>[See DMAA]</p> <p>If an employee is not medically released to return to work, with or without reasonable accommodations, when all available paid and unpaid leave has been exhausted, the employee's employment with the College District will end, absent a request by the employee for a reasonable accommodation. Communications with the employee will be consistent with administrative procedures and guidelines.</p>
<p>Voting in Public Elections</p>	<p>An employee is expected to vote before or after his or her scheduled working hours unless voting at a polling location on a College</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

District campus. In the rare instance that this is not possible, the employee may request prior approval from his or her supervisor for time off, not to exceed two hours, to vote.

Court Appearances

Absences due to compliance with a valid subpoena for College District-related business or for jury duty will be fully compensated by the College District and will not be deducted from the employee's pay or leave balance.

Absences due to compliance with a valid subpoena for personal business will be deducted from the employee's personal leave or vacation leave or result in loss of pay at the employee's daily rate for each day of work missed.

Other Absences and Leave Without Pay

Any other absences or granted leaves of absence will result in an appropriate deduction from pay or deduction from eligible leave balances, consistent with the College District's procedures and guidelines for faculty and staff.

Reporting

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a responsibility under state law to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child. For purposes of this policy, the term "child" is defined in state law as a person younger than 17 years of age.

A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of the crime of indecency with a child has an additional legal obligation to submit a written or oral report within 48 hours after the professional first has reasonable cause to believe the abuse or neglect has occurred or may be occurring.

A "professional" is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is also required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or of an elderly or disabled person.

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of ~~the Texas Department of Family and Protective Services (DFPS)~~DFPS at (800) 252-5400 or the [Texas Abuse Hotline Website](#)¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill the person's responsibilities under the law by only reporting suspicion of abuse or neglect to the ~~District President~~District President or another College District staff member. The College District will not require an employee to first report the employee's suspicion to a College District or campus administrator.

In accordance with law, an individual must provide the individual's name and telephone number. If the individual making the report is a professional, as defined by law, the individual must also provide the individual's business address and profession, such as title.

Confidentiality ~~In accordance with state law, the~~The identity of a person making a report of suspected child abuse or neglect will be kept confidential and will be disclosed only in accordance with law and the rules of the investigating agency.

Immunity A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failure to Report By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report; and
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, College District officials will be prohibited from:

1. Denying an investigator's request to interview a child on campus in connection with an investigation of child abuse or neglect;
2. Requiring a parent or College District employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

EMPLOYEE STANDARDS OF CONDUCT
CHILD ABUSE AND NEGLECT REPORTING

DHB
(LOCAL)

College District personnel will cooperate fully and without parental consent with an investigation of reported child abuse or neglect.

**Adverse
Employment Action
Prohibited**

The College District prohibits any adverse employment action, including termination or discrimination, against any employee who in good faith reports child abuse or neglect or participates in a related investigation.

Training

The College District will provide training to employees as required by law. Training will address reporting requirements and techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children.

¹ Texas Abuse Hotline Website: <https://www.txabusehotline.org>

Note: For complaints of discrimination, harassment, and retaliation on the basis of sex or gender, see FFDA. For all other discrimination, harassment, and retaliation complaints related to this policy, see FFDB.

Procedures

The District President or designee ~~shall~~will develop procedures addressing protections and accommodations, consistent with law, for students who are pregnant (and experiencing absences due to pregnancy, childbirth, or resulting medical conditions) or parenting, including procedures for early registration or pre-registration and leaves of absence.

Liaison for Pregnant and Parenting Students

The District President or designee will designate a pregnant and parenting students liaison for current ~~or~~and incoming students. Under this policy, parenting students are those who are the parents or legal guardians of children ~~younger than~~under 18 years of age.

The designated pregnant and parenting students liaison's name and contact information will be posted on the College District's website. The liaison will provide information ~~regarding support services on~~ and ~~other available~~access to resources for pregnant and parenting students ~~and~~designed to help them successfully and timely complete a degree or certificate. The liaison will also serve as the point of contact for a student requesting a legal protection or reasonable accommodation under Education Code 51.982.

Publication of Information

The procedures and the liaison's name and contact information will be published in the student handbooks and posted on the College District's website ~~in a manner that is readily available to current and incoming students who are the parents or guardians of children under 18 years old.~~

**Student Mental
Health Leave of
Absence**

The College District may permit a temporary leave of absence for a student due to a mental health condition. The leave of absence will be at the request of the student.

Purpose

Mental Health
Leave Review
Committee

The Mental Health Leave Review Committee (hereafter referred to as the "Committee") will consider a request for a student's temporary leave of absence due to a mental health condition. The Committee will be composed of the associate dean of counseling ~~and~~ **ACCESS** or designee, the dean of students or designee, the registrar or designee, the chair of the Strategies of Behavioral Intervention (SOBI) or designee, and the chair of the Discipline Appeals Committee (DAC) or designee, and the director of ACCESS or designee.

Voluntary Leave of
Absence

A student who wishes to take a temporary leave of absence from the College District due to a mental health condition will contact the associate dean of counseling and ACCESS office at the campus where he or she is predominately enrolled to request the appropriate form. The student will complete and return the form to the associate dean of counseling and ACCESS office within ~~three~~**five** academic calendar days of receiving the form.

The Committee will approve a student's request for a voluntary leave of absence due to a mental health condition in accordance with the following:

1. The student's explanation for the requested temporary leave of absence; or
2. The student's submission of appropriate documentation from a licensed medical or mental health-care provider stating that it is in the best interest of the student to take a temporary leave of absence from the College District for a specified period of time.

Refunds

Determination of tuition payment refunds will be made on a case-by-case basis at the sole discretion of the vice president of student enrollment services.

Reentry Provisions

The College District will require a student with a mental health condition who has taken a voluntary leave of absence to demonstrate his or her fitness to return to the College District. A student will contact the associate dean of counseling and ACCESS office at the campus where he or she is predominately enrolled one semester prior to the date of the end of the leave period. Decisions regarding whether to allow a student to return to the College District will be determined by the Committee as follows:

1. The Committee will require documentation from a licensed medical or mental health-care provider stating that the student is able to return with or without accommodations.
2. The Committee may seek a second opinion from an independent licensed medical or mental health-care provider not affiliated with the College District.
3. The Committee will consider whether reasonable accommodations will allow the student to meet academic standards and remain safely in school.
4. The Committee may deny a student's request to return if it is determined the student will be unable, upon return, to safely remain at the College District, even with or without a reasonable accommodation(s).
5. Pursuant to College District policy, if the leave of absence lasts longer than two full semesters (i.e., fall and spring), the student will be required to reapply for admittance since the leave of absence will no longer be considered temporary.

Appeals

The student may appeal the denial of reentry to the vice president of student enrollment services.

Collin County Community College District Board of Trustees

2025-02-X

February 25, 2025

Resource: Monica Velazquez
General Counsel

AGENDA ITEM:

Report Out of the Organization, Education, and Policy Committee, First Reading of Local Board Policies

- **CDE (Local)** Accounting – Financial Ethics
- **DEC (Local)** Compensation and Benefits – Leaves and Absences
- **DHB (Local)** Employee Standards of Conduct – Child Abuse and Neglect Reporting
- **FAA (Local)** Equal Educational Opportunity – Pregnant and Parenting Students
- **FFA (Local)** Student Welfare – Wellness and Health Services

DISCUSSION:

As a part of the College's comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards' Legal and Policy Service, the local policies outlined below are being presented for review as a first reading.

- **CDE (Local)** Accounting – Financial Ethics - Recommended policy revisions to the disclosure requirements are to align the text with amendments to the OMB Guidelines reflected in policy CAAB and applicable law, the civil False Claims Act.
- **DEC (Local)** Compensation and Benefits – Leaves and Absences - Recommended policy revisions eliminate paid leave for quarantine reasons for adjunct faculty members.
- **DHB (Local)** Employee Standards of Conduct – Child Abuse and Neglect Reporting - Recommended policy revisions have been made to clarify state reporting requirements for mandatory child abuse or neglect reports for minors.
- **FAA (Local)** Equal Educational Opportunity – Pregnant and Parenting Students - Recommended minor revisions to this policy have been made to reflect the new Coordinating Board rules relating to the Liaison for

Pregnant and Parenting Students and the publication of contact information for the designated liaison.

- **FFA (Local) Student Welfare – Wellness and Health Services** - Recommended revision changes time to file a temporary leave of absence form from three days to five days.

SUGGESTED MOTION: This being a first reading of local board policies, no action is required.

DRAFT

Collin County Community College District Board of Trustees

2. Organization, Education, and Policy Committee

February 25, 2025

Resource: Monica Velazquez
General Counsel

DISCUSSION ITEM: Second Reading and Consideration of Approval of Local Board Policies

- **CF (Local)** Purchasing and Acquisition
- **DCA (Local)** Employment Practices – Term Contracts
- **DLA (Local)** Employee Performance – Evaluation
- **DMAB (Local)** Term Contracts – Nonrenewal

DISCUSSION: As a part of the College’s comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards’ Legal and Policy Service, the local policies outlined below are being presented for your approval.

- **CF (Local)** Purchasing and Acquisition - Suggested language providing authority for the District President to approve certain professional fees and expenses for insurance claims.
- **DCA (Local)** Employment Practices – Term Contracts - Suggested revisions outlining the new system of faculty rank and faculty contract review process.
- **DLA (Local)** Employee Performance – Evaluation - Suggested revisions to faculty performance evaluations that incorporate the promotion process for faculty rank.
- **DMAB (Local)** Term Contracts – Nonrenewal - Suggested revisions clarifying the notification to a faculty member of the nonrenewal of contract.

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 make budgeted purchases for goods and services. Purchases that require an amendment to the budget will be taken to the Board for consideration in advance of the purchase, except those purchases as authorized by the Board's grant of emergency authority to the District President. All purchases valued at \$100,000 or more in the aggregate will be taken to the Board for approval. As a part of the annual fiscal audit, the audit firm will have a plan for reviewing purchases above \$50,000. In addition, a quarterly information report identifying purchases between \$50,000 and \$100,000 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 also grants the District President the authority to approve payments for legal or professional fees and expenses incurred in the defense of an insurance claim up to the amount of the per claim deductible designated under each type of insurance coverage approved by the Board each year.

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.

PURCHASING AND ACQUISITION

CF
(LOCAL)

**Purchasing
Procedures**

The District President or designee will develop purchasing procedures to implement the requirements of state and federal law. [See CAAB and CH(LEGAL)]

Purchasing Methods

The Board delegates to the District President or designee the authority to determine the method of purchasing in accordance with state and federal law.

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.

PURCHASING AND ACQUISITION

CF
(LOCAL)

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, 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.

Term of Contract

All employment contracts for full-time faculty require approval by the District President.

No full-time faculty member 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 department, as well as appropriate documentation of credentials and other required personnel forms.

For full-time faculty, the length or term of a faculty contract is either one year or a different term as explained below.

If the faculty member opted into the faculty rank process, the contract term will be multi-year based on the rank the faculty member attained.

If the faculty member does not apply for or receive a faculty rank, then the faculty member will receive the title of "Teaching Faculty."

If the faculty member opted out of the faculty rank process or was unable to complete the faculty rank process for any reason, the contract term length will be one year.

**Contract
Renewal**

Unless a full-time faculty member on a multi-year contract is otherwise notified in writing by the District President or designee by January 31, the faculty member 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 department.

Unless a full-time faculty member on an annual contract is otherwise notified in writing by the District President or designee by March 1, the faculty member 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 department.

Notification of
Nonrenewal

Notification of non-renewal of the faculty member's contract will occur in a face-to-face meeting. Thereafter, formal notification of non-renewal of the faculty member will be completed upon: (1) the date of hand-delivery to the faculty member in a meeting; (2) the date of delivery to the faculty member's division or department mailbox; (3) the date of placement of the notification in the U.S. mail to be sent by registered, certified, or tracked mail to the employee's last address of record on file with the human resources department; or (4) the date of an email containing the notification is sent to the faculty member.

Renewal Terms

The position and terms of employment for the forthcoming contract period. The renewal contract term will be determined by the College

District, in its sole discretion, in the written approved faculty contract.

In no event will any full-time faculty member have any property right to continued employment with the College District beyond the term specified by the College District in faculty member's contract.
~~the term of his or her contract.~~

If the term of the contract is for one year, the faculty member will not have a property right to continued employment beyond the one-year period specified in the contract.

If the faculty member has attained faculty rank and a multi-year contract, the faculty member will not have a property right to continued employment beyond the specific term specified in the contract (for example, 3, 4, or 5 years) or a shorter term if notified by the College District. If the College District sends such a notification of termination, then the faculty member may receive the applicable buyout specified in the faculty contract.

~~No right to an initial or additional multi-year contract will exist.~~

~~Additionally, if the full-time faculty member is not notified of nonrenewal as required above, the in no event will any full-time faculty member have~~ will not have any property right beyond the additional one-year contract period identified above.

For Teaching Faculty, nonrenewal may result at the end of any term contract. Additionally, nonrenewal may also result if, after peer review by the Council on Excellence if applicable, the campus provost or the senior vice president of campus operations does not recommend the Teaching Faculty for another contract, and the District President does not approve another contract.

For Ranked Faculty, nonrenewal may result at the end of the term specified in the contract or at the end of a shorter term if notified by the College District.

~~Nonrenewal may result at the end of any term contract for any faculty member.~~

~~Notification 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 department, or by electronic communication.~~

Annual Contracts and Faculty Rank

Beginning with appointment to a full-time faculty position, a College District faculty member will serve three (3) one-year contracts before becoming eligible to be considered ~~for a multi-year contract for~~

promotion through the faculty rank process. The initial designation of a faculty beginning employment at the college will be Teaching Faculty unless hired into a rank based on established procedures.

Teaching Faculty Role

After three (3) one-year contracts, the Teaching Faculty may: (1) opt into the faculty rank process; or (2) opt out of the faculty rank process and remain in the role of Teaching Faculty.

A Teaching Faculty member may continue to receive one-year contracts by maintaining teaching requirements and meeting standards set by the College District.

A Teaching Faculty member must undergo the peer review process conducted by the Council on Excellence at the end of their third (3) year and every three (3) years thereafter. The Council on Excellence Peer Review Council is focused primarily on reviewing Teaching Excellence.

Contracts for Teaching Faculty will be submitted each year based on recommendations from the campus provost and then from the senior vice president of campus operations, who, in turn, will present recommendations to the District President for final contract approval.

Additionally, in those years where a Teaching Faculty member undergoes peer review by the Council on Excellence, the contract review process will also include the Council on Excellence's recommendation which will be forwarded to the appropriate campus provost, then to the senior vice president of campus operations, who, in turn, will present recommendations to the District President for final contract approval.

A Teaching Faculty member's one year contract may be nonrenewed if notified by the College District as specified in this policy.

Faculty Ranks

A faculty member may seek promotion through the faculty rank process. The College District may approve placement of a faculty member in the following three ranks:

1. Assistant Professor;
2. Associate Professor; or
3. Full Professor.

Placement in any of the ranks listed above will result in the award of a multi-year contract with a length or term as specified in the faculty contract awarded (for example, 3, 4, or 5 years).

~~If the appropriate campus provost and senior vice president of campus operations 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. The two additional one-year contracts need not be consecutive. In no event will a faculty member receive more than a total of five 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 for any faculty member.~~

Multi-Year Contracts for Ranked Faculty

In order for a faculty member to secure a multi-year contract, the faculty must submit their intent to apply for promotion through the faculty rank process.

Those faculty members who have submitted their letter of intent for promotion, promotion proposal form, and portfolio with required documents and forms, will be reviewed by the Faculty Rank Ad-Hoc Committee for recommendation for promotion or non-recommendation. The faculty rank process will be outlined in the Faculty Handbook.

~~a self-evaluation form and Board report will be completed and submitted by the faculty member for consideration by the council on excellence, in addition to the requisite annual associate dean, program director, or dean's evaluations, class visit forms, and student evaluations.~~

~~The written recommendation of the Faculty Rank Ad-Hoc Committee for faculty promotion council on excellence's written recommendation will be forwarded to the appropriate campus provost, who will review, prepare, and present written recommendations to the senior vice president of campus operations, who, in turn, will review and present recommendations to the District President for final approval.~~

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

After receiving the rank of Assistant Professor, the faculty member undergoes contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the rank.

After receiving the rank of Associate Professor, the faculty member undergoes contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the rank.

After receiving the rank of Full Professor, the faculty member undergoes contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the rank.

At any time after attaining Assistant Professor rank, a faculty member may opt-out of further promotion in rank. A faculty member opting out of further promotions will undergo contract extension reviews and peer reviews by the Council on Excellence according to criteria and procedures specific to the respective rank

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 associate dean, program director, or dean, who 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 or program director will prepare and present written recommendations to the appropriate campus provost. The campus provost will present the recommendations to the senior vice president of campus operations, who will prepare and present written recommendations to the District President for approval.~~

Personnel Report

All full-time faculty contracts approved by the District President are presented to the Board during the spring semester as part of the personnel report contained in the Board packet. The personnel report will also contain the rank awarded to the faculty member in the prior or the upcoming academic year, depending on the status of the rank process at the time.

**Employee
Evaluations**

The College District will routinely evaluate the performance of all College District employees.

Purpose

The purpose of the employee performance evaluation will be to:

1. Raise the quality of instruction and educational service to the College District's students and citizens of the community.
2. Maintain the standards of excellence within the College District.
3. Foster an employee's professional growth and development.
4. Determine the employee's future employment with the College District.

Evaluation of employees will be a cooperative and continuing process with formal appraisal following established procedures.

College District administrators will evaluate every full-time employee on a job-related basis according to the terms of the evaluation instruments. Employees participate in the evaluation process by completing a self-evaluation. In addition to the self-evaluation, ~~the~~ the employee has the option to submit comments if, in the employee's opinion, additional information pertinent to the evaluation is needed. Comments are included in the employee's formal personnel record with the evaluation. ~~Further appeal of an evaluation will be addressed through DGBA(LOCAL).~~

Definitions

The following words or phrases, for the purpose of this policy, are defined as follows:

1. Annual review period will be from September 1 to August 31.
2. Increase is an increase in salary based on meeting or exceeding performance standards, consistent with the increase for all College District employees. This is generally processed annually but is contingent upon approval of funding by the Board.
3. Performance indicator is a key accomplishment that is linked to the College District's mission, core values, strategic plan, and goals.
4. Performance goal is a planned project or level of performance, the result of which is measured in terms of quality, quantity, and/or timeliness.

Stipulations Conditions for Salary Adjustments and Faculty Promotion

The following eligibility requirements for Board-approved salary adjustments will apply:

1. Individuals Employees, including faculty members, with less than three months of service, as of August 31, will not be eligible to receive a salary increase.
2. Individuals Employees, including faculty members, who have received a Level 2 performance warning during the annual review period will not be eligible for a salary increase.
3. Individuals Employees, including faculty members, who receive an overall performance appraisal rating of "Does not meet expectations" will not be eligible for consideration for a salary increase or merit-based compensation.
4. Faculty members who are under a Level 2 performance warning during the annual review period will not be eligible for promotion through the College District's faculty rank process.
- 3-5. Faculty members who receive an overall performance appraisal rating of "Does not meet expectations" in any of the three years preceding their rank application will not be eligible for promotion through the faculty rank process.

Full-Time Faculty Evaluations

For purposes of this policy, the terms "evaluation" or "appraisal" may be used interchangeably. There are three types of evaluation for full-time faculty:

1. An annual performance evaluation by the Associate Dean/Director.
2. An initial and periodic peer review by the Council on Excellence.
3. Promotion through the faculty rank process by the Faculty Rank Ad-Hoc Committee.

Faculty Annual Performance Evaluation

The Annual Performance Evaluation by the Associate Dean/Director for full-time faculty will be according to the terms of established criteria and the Annual Performance Evaluation instrument. Components of the evaluation for full-time teaching faculty will include:

1. Student Surveys of Instruction.
2. Class Visit Evaluation.
3. Self evaluation.

~~4. Associate Dean/Director's Annual Evaluation of Faculty Performance.~~

~~In addition, multi-year contract applications will also include:~~

- ~~1. Council on Excellence Review of Multi-year Contract Applications.~~
- ~~2. Faculty Board Reports (for multi-year contract applications).~~

Council on Excellence
Peer Review

Peer review by the Council on Excellence will be according to the established criteria and procedures. Council on Excellence will not be recommending faculty for promotion in rank, but the Council on Excellence's peer review of teaching excellence will be integral to the rank recommendations of the Faculty Rank Ad-Hoc Committee.

Faculty Rank Ad-Hoc
Committee Review

Components of the review by the Faculty Rank Ad-Hoc Committee full-time faculty will be according to the established criteria and procedures.

The Faculty Rank Ad-Hoc Committee is not a single at-large committee. The Faculty Rank Ad-Hoc Committee will be impaneled to review and recommend a faculty member's application for rank or rank promotion. The Faculty Rank Ad-Hoc Committee will have faculty participation with subject matter experts from the discipline of the faculty member applicant, along with other administrative staff. After the documentation and eligibility for rank are verified, the Faculty Rank Ad-Hoc Committee will review and report their recommendations on whether or not a faculty member is to be recommended for a rank.

Promotion of Faculty
Rank

Full-time faculty who meet the eligibility criteria and are not disqualified from receiving Board-approved salary adjustments and faculty promotion as listed earlier in this policy may elect to apply for promotion through the Faculty Rank process.

The primary areas of review for faculty rank promotion are:

1. Excellence in Teaching.
2. Excellence in Service.
3. Excellence in Professional Engagement through Scholarly, Industry, Professional and/or Artistic Works.

Detailed information regarding ~~the~~ faculty evaluation, review, and rank promotion processes is are in the College District's Faculty Handbook and at a designated website or intranet page, and on the Council on Excellence (COE) website.

Associate-Adjunct Faculty Evaluation

An important element of the instructional program at the College District is the associate-adjunct faculty.

In a continual effort to improve the quality of the instructional process, all associate-adjunct faculty members will be evaluated on a periodic basis by the associate dean/director or other assigned academic personnel. Associate-Adjunct faculty members are employed on a semester-to-semester basis, as need dictates, and renewal, if any, of that employment is based in part on past evaluations.

Components of the evaluation of associate-adjunct faculty members will include student surveys of instruction, and class visits/observation forms, and a review of disciplinary forms, if any.

Evaluation of Staff and Administrators

Annual written supervisory evaluations of the College District employees in staff, administrative, and leadership positions will also play a significant role in maintaining an excellent educational program. By promoting the growth and development of employees through acknowledging strengths and developing action plans for improving skills, the College District continually strives to meet and exceed its standards for excellence.

Components of the evaluation for full-time staff and administrators include the following items, which are measured/evaluated in relationship to accomplishment of objectives outlined in the College District-wide strategic plan:

1. Goals;
2. Achievements; and
3. Performance indicators, such as essential job functions and demonstration of core values.

Recognition and Merit Compensation

Purpose

The College District recognizes that some employees perform at an exemplary level by either doing significantly more than what is normally expected of the position by working on special projects of major importance in addition to assigned duties and responsibilities, or by performing their regular duties at a level that far exceeds expectations over a sustained period of time. The use of merit and bonus awards is a positive way to inspire excellence in performance and an appropriate way to reward those employees who contribute beyond expectations.

EMPLOYEE PERFORMANCE
EVALUATION

DLA
(LOCAL)

General Guidelines	<p>Merit awards generally fall into two categories: non-recurring bonuses and other forms of recognition (such as days off, letters of commendation, plaques, etc.), which may be more appropriate in certain circumstances or for some employees.</p> <p>Individual awards will not be construed as establishing automatic or mandatory increases for attainment of certain ratings on performance evaluations.</p>
Types of Awards	<p>A non-recurring bonus is a lump sum or cash-equivalent award granted on a one-time basis that does not alter the current base salary of the employee. The use of bonuses is appropriate for special recognition of exceptional performance on a project, activity, or initiative of major importance to the department or to the College District.</p>
<i>Non-Recurring Bonus</i>	
<i>Other Forms of Recognition</i>	<p>Other forms of recognition, such as days off, letters of commendation, plaques, etc., may also be used when appropriate to recognize performance that is deemed to be exemplary on a project, task, or initiative.</p>
Conditions	<p>Non-recurring bonuses and other forms of recognition are considered annually during the performance appraisal period. The total number of awards will be within the annual merit compensation budget.</p>
Approval	<p>Supporting documentation will be added to a written recommendation from the appropriate administrator with the rationale for the award. The recommendation will be forwarded for review/consideration up through the Leadership Team. Final approval rests with the District President, except in the case of a non-recurring bonus that exceeds five percent of an individual's annualized base salary. In that case, a non-recurring bonus must be submitted for consideration by the Board.</p>
Effective Date	<p>The effective date for a non-recurring bonus or merit increase will be on the regular September payroll following the final level of approval.</p>
<u>Appeals/Complaints</u>	<p>Appeals will be directed through DGBA(LOCAL). Complaints related to an employee's overall rating or the box checked on an Annual Performance Evaluation are not allowed.</p> <p><u>However, an employee may file a complaint for any other reason as listed in DGBA(LOCAL). Such complaints will be handled through the complaint process outlined in DGBA(LOCAL).</u></p>
<u>Appeals</u>	<p><u>A faculty member may appeal against the denial of faculty rank through the established appeal process.</u></p>

Full-Time Faculty on Contract

The employment of a faculty member serving on a faculty contract may be concluded at the end of the contract term or earlier.

If it is the intent of the College District to renew a faculty member's contract, the contract ~~Contracts for full-time faculty members~~ will be renewed at the end of the contract term, provided sufficient funds are available and approved by the Board and provided the District President or designee has not issued a notice of nonrenewal or of termination.

If it is the intent of the College District not to renew a faculty member's contract or to terminate the contract, the faculty member shall be notified, in writing, in accordance with applicable Board policies. If the term of the faculty member's contract is one year, such notice will be provided by March 1 of the contract year. If the term of the faculty member's contract is longer than one year, such notice will be provided by January 31 in any contract year, or at any other time as provided in the contract.

Positions Funded with Nonbudgeted Resources

Contracts for employees in positions funded with resources other than regularly budgeted College resources (e.g., grant or other third-party funding) ~~will~~ may be renewed provided sufficient funds are available and approved by the Board and provided the District President or designee has not issued a notice of nonrenewal or termination.

Temporary Employees

Contracts for temporary faculty members, whether full-time or part-time, will not be automatically renewed.

Collin County Community College District Board of Trustees

2025-02-X

February 25, 2025

Resource: Monica Velazquez
General Counsel

AGENDA ITEM:

Report Out of the Organization, Education, and Policy Committee, Second Reading and Consideration of Approval of Local Board Policies

- **CF (Local)** Purchasing and Acquisition
- **DCA (Local)** Employment Practices – Term Contracts
- **DLA (Local)** Employee Performance – Evaluation
- **DMAB (Local)** Term Contracts – Nonrenewal

DISCUSSION:

The Organization, Education, and Policy Committee reviewed the policies presented in this item. The Organization, Education, and Policy Committee Chair will report out a recommendation at the February 25, 2025 regular meeting of the Board of Trustees.

PROPOSED CHANGES:

As a part of the College's comprehensive review of all policies and with updates and recommendations from the Texas Association of School Boards' Legal and Policy Service, the local policies outlined below are being presented for your approval.

- **CF (Local)** Purchasing and Acquisition - Suggested language providing authority for the District President to approve certain professional fees and expenses for insurance claims.
- **DCA (Local)** Employment Practices – Term Contracts - Suggested revisions outlining the new system of faculty rank and faculty contract review process.
- **DLA (Local)** Employee Performance – Evaluation - Suggested revisions to faculty performance evaluations that incorporate the promotion process for faculty rank.
- **DMAB (Local)** Term Contracts – Nonrenewal - Suggested revisions clarifying the notification to a faculty member of the nonrenewal of contract.

**DISTRICT PRESIDENT'S
RECOMMENDATION:**

The District President recommends approval of the Local Board Policies as outlined above.

SUGGESTED MOTION:

This item may come as a motion and second out of committee. A suggested motion would be, "Mr. Chairman, I make the motion that the Board of Trustees of Collin County Community College District approves the Local Board Policies."

DRAFT