

Agreement to the Conditions of Employment for Continuing Education Instructors

- 1. The instructor acknowledges that the Collin County Community College District (Collin College) has not adopted any policy, rule, regulation, law or practice providing for tenure; no right of tenure is created by accepting an assignment with Collin College; and no property interest, expressed or implied, is created by or through such assignment.
- 2. The instructor agrees that all Collin College teaching assignments are conditioned upon (i) sufficient enrollment in the course; (ii) ensuring that all certificates, transcripts and other documents required by Collin County Community College District are on file with the Human Resources Office before classes begin, but in any event, not later than 30 calendar days after the first day of employment; and (iii) in federally or categorically funded positions, an assignment is conditioned upon the availability of full and adequate funding for the position.
- 3. The instructor agrees that any Collin College assignment may be terminated at any point during the semester, at the sole discretion of the Collin County Community College District, at which time, the agreement shall be null and void and of no other force and effect.
- 4. If the instructor is unable to attend a class for any reason, the program director shall be notified eight (8) hours, if possible, before classes. Absence from scheduled classes may, in the sole discretion of the Collin County Community College District, result in salary deductions.
- 5. The instructor shall comply with all policies, rules, and regulations of the Collin County Community College District in effect, or as may be adopted during the life of this agreement. Failure to meet any of the Collin County Community College District's policies, rules and regulations, including but not limited to, time schedules regarding classes, completion of all rolls, student evaluations, grades, and personnel materials, may result in termination of this Agreement, or the withholding or deduction of salary as determined in the sole discretion of the Collin County Community College District.
- 6. Instructor will not, nor will instructor permit or allow any entity, firm, person, corporation, or business owned or controlled by instructor to directly or indirectly engage in any business activities which results from working for the Continuing Education (C.E.) Division of Collin College within Collin County, Texas directly or indirectly.
 - Engage in teaching and/or training employees of employers who seek or purchase development training with Collin College; and
 - b. induce any Collin College students or induce any of the employees of Collin College students to patronize any business which competes with the Continuing Education Division of Collin College; and
 - c. canvass, solicit or accept any similar business offered by the Continuing Education Division of Collin College from any Collin College students or employer of a Collin College student; and
 - d. employ any employee of the Continuing Education Division of Collin College in, or solicit or induce any such employee to become employed by anyone other than Collin College.
- 7. Instructor acknowledges that breach of the obligations under this Agreement would cause irreparable damage to Collin College, and Collin College shall be entitled, in addition to other legal or equitable remedies available, to an injunction to restrain the violation by instructor of the provisions of this agreement.
- 8. Instructor agrees that the scope of the covenant contained in Paragraph 6 is reasonable as to time, area or persons and is fairly necessary to protect Collin College. Instructor further agrees that in the event any portion of this Agreement shall be held to be invalid or unenforceable due to the unreasonableness of the time, geographic area and to the extent as may be determined to be reasonable by a court of competent jurisdiction.
- 9. The instructor agrees that this contract includes teaching the assigned class(es), as well as the preparing for class, grading, being available for student consultations and other related instructional activities as identified by the program director executive director.
 - I hereby submit the Instructor Agreement with Collin County Community College District and agree to the "Conditions of Employment for Continuing Education Instructor" as stated. This agreement remains in effect for all C.E. teaching assignments and/or periods of employment with Collin College until superseded by a new C.E. Agreement with the college.

| Instructor Signature | Date | Email |
|--------------------------------|-------|-----------|
| Instructor Name (please print) | CWID# | Telephone |

Collin County Community College District does not discriminate on the basis of race, color, national origin, age, sex, religion, disability or veteran status.