



RETURN TO WORK AGREEMENT

David Katz (Katz) and Pima County Community College District (the College), hereby enter into this Return to Work Agreement (Agreement) as follows:

1. As an alternative to disciplinary proceedings, including possible termination, College and Katz enter this Agreement to set forth the terms and conditions under which Katz may return to work and to resolve the pending disciplinary process.
2. Ten of the days during which Katz was on unpaid administrative leave shall be treated as a suspension without pay. Pay shall be restored for the remainder of the unpaid administrative leave period. Katz agrees that the applicable employee contribution for benefits will be deducted from the restored pay.
3. This Agreement is not precedent setting and may not be cited as precedence or referenced in future disciplinary matters involving members of the College's employee group(s) other than Katz.
4. The discipline specified in paragraph 2 above and the other terms of this agreement provide Katz with a "last chance" to correct his conduct. Katz agrees that the terms in this Agreement are reasonable conditions for Katz to comply with in order for him to return to work and continue his employment as a regular faculty member with the College. Katz acknowledges and agrees that he will abide by the standards contained in the *Personnel Policy Statement for College Employees* and the *Faculty Personnel Policy Statement*. In addition, Katz acknowledges and agrees that failure to comply with or complete any one of the requirements specified below would constitute "just cause" for his termination from College employment.

Work Performance Standards

- a. Follow all safety procedures as instructed.
- b. Only chemicals, materials, or supplies purchased through or supplied by the College may be used in class or stored at the College.
- c. Only textbooks, lab manuals and prep sheets that are already in place for academic year 2014-2015 may be utilized.
- d. For subsequent academic years, turn in prep sheets for all laboratory experiments and demonstrations on the form provided by the West Campus Science Lab, and in accordance with due dates that pertain to all faculty.
- e. Only materials listed on prep sheets will be provided. No additional chemicals, materials or supplies may be requested.
- f. Only demonstrations or experiments listed on the approved prep sheets are permitted.

- g. No chemicals will be prepped by any faculty member; only chemicals that are on lab prep sheets will be prepped by the lab staff.
- h. Syllabi must include dates for all quizzes, exams, and homework/labs due dates.
- i. Follow syllabus without deviation. Do not drop additional test grades or give students extra time beyond the time or dates scheduled for class, unless based on an accommodation approved through Disabled Student Resources. Grade students fairly and in accordance with course objectives and the syllabus.
- j. All syllabi must be sent to the Chair, the Dean and Vice President of Instruction (in that order) for approval.
- k. Grades must be updated and available for students to view every week.
- l. Grades may not be altered or inflated at the end of class.
- m. Grade books must be submitted to STEM Administrative Support Staff within seven days of the end of the semester, in Excel format.
- n. An accurate and timely time sheet must be submitted to the Dean for any time away from campus during hours/days of accountability. If an absence is anticipated during teaching hours, a "Substitute Request Form" must be submitted to the Department Chair for signature.
- o. No travel requests shall be made during the Fall 2014 and Spring 2015 semester.
- p. Only pass through the Central Lab to gain access to the classroom during his normally scheduled class times. No interaction with lab staff while passing through.
- q. If during normal, scheduled class times there is need for immediate support from the staff, go to the check-out window and ask for assistance.
- r. No access to the chemical storage room will be permitted.
- s. The Central Chemistry Lab is under the purview of the lab staff and Dean. No personal storage space or carts will be provided for any faculty member. All items in the Central Lab are the property of Pima Community College.
- t. Hold office hours in your office (except for an electronic hour which is allowed), and not in the laboratory; if office hours are modified or canceled, notify the department office and the Dean, reschedule the office hours and also notify the department office and Dean of the rescheduled time. If absent during scheduled office hours, post a note for the absence, or request a note to be posted.
- u. Fall 2014 Course Scheduling is complete and courses are currently scheduled with faculty/adjunct faculty. Katz will accept courses to teach that are presented to him.
- v. Spring 2015 Course Scheduling is complete. No courses will be added to the schedule. Katz will have the opportunity to select from classes that do not have an assigned instructor. In this case, "assigned" means those that already have adjuncts selected by the Department Chair prior to the faculty member's Spring 2015 course requests. Katz must submit course requests in writing no later than September 30, 2014.

Work Conduct Standards

- a. Communicate in a civil, professional manner and tone of voice at all times (no yelling or profanity) with all employees, professional visitors (e.g. outside vendors) and students.
 - b. Be cooperative and collegial with coworkers.
 - c. No loitering in employees' offices. Respect others' time and space.
 - d. While you are encouraged to express your views in department meetings in a respectful manner, you will abide by decisions made as a departmental group, even if you do not agree with the majority decision
 - e. If issues arise with another employee, discussions/meetings will be facilitated by the Dean or other appropriate administrator. Problems or concerns that are not of an immediate nature should be presented at the monthly department meetings.
5. Following execution of the Agreement, College will terminate the pending disciplinary proceedings.
6. Katz acknowledges and agrees that he has received full, fair, and adequate representation by legal counsel of his choosing and that Katz enters into this Agreement knowingly and voluntarily. The rule of construction of interpreting a contract against its drafter shall not apply to this Agreement.

PIMA COMMUNITY COLLEGE

EMPLOYEE

Lee Lambert, Chancellor

Date

David Katz, Faculty

Date