



*Pasadena Unified School District  
Human Resources  
Education-Employees-Excellence*

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**FROM:** Dr. Meg A. Abrahamson, Executive Director Human Resources

**TO:** Dr. Brian McDonald, Superintendent and Board of Education  
Dr. Steven Miller, Chief Human Resource Officer

**DATE:** February 23, 2018

**RE:** UTP February 23, 2018 Negotiations Update

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On February 23, 2018, the bargaining teams of the Pasadena Unified School District (PUSD) and United Teachers of Pasadena (UTP) met for a day of negotiations. The agenda for the day is included as **Attachment A**.

**1. PARS Early Retirement Incentive- #3-PUSD Attachment B / #3 UTP Attachment B-1**

- a. The District presented the 3<sup>rd</sup> proposal for the PARS Retirement Incentive Plan which included the items the District had previously moved on; increased one-time pay out to 85% of final pay out and included CBA Article VX language relative to retiree's Health benefits. Additionally, the District added language communicating an additional reason for the PARS incentive this year, that had been provided but was not included in our prior proposals; to reduce the number of final layoffs issued.
- b. The District communicated that we would not agree to any language directing the District to designate savings from PARS in a budget line item for raises and increased health & welfare cost due to our current fiscal crisis, nor would the District include language directing the District how to pay for the PARS plan.
- c. UTP presented their counter proposal #3- which did not include any of the Districts language, and was the same as their previous proposal but included new language regarding the replacement of positions only occurring as it complied with staffing ratios.
- d. The District communicated to UTP, as we had stated earlier in the day, that we would not agree to any language as it related to budget or payments. As such, due to no

movement from UTP and time constraints we regrettably rescinded the Districts PARS proposal.

2. JROTC MOU- #1 PUSD Attachments C and C-1

- a. The District presented the first draft of a MOU for JROTC Supplemental Pay as part of a resolution from a Level 3 Grievance Resolution.
- b. The MOU describes and defines what kinds of supplemental work is eligible for supplemental pay, the process and system of accountability for work, and procedures for payment.

3. Salary Counter Proposal #3-UTP– Attachment D, D-1, D-2, E

- a. UTP presented their salary proposal #3, which was in response to the District’s counter salary proposal presented on December 8, 2017, where the District had provided a counter, which was predicated on the Districts fiscal crisis; the District indicated a “status quo on all salary schedules”. It is the Districts position that we close salary for 2017-2018 and subsequently all bargaining for 2017-2018 prior to any negotiations for future years. UTP’S proposal #3 included:
  - i. 3% increase to all salary schedules retroactive to July 1, 2017
  - ii. 3% increase to all salary schedules effective July 1, 2018
  - iii. New salary schedule for Children’s Center Permit Teachers, retro to July 1, 2017
  - iv. Increase to counselors and librarians ratios above salary placement
  - v. Placement of school and clinical psychologists on new salary schedules, retro to July 1, 2017
  - vi. New ratio for all psychologists above salary of 1.15 times their placement on the new salary schedules, retro to July 1, 2017

4. Seven-Period Day – Discussion

- a. The two teams discussed the Seven Day Period
- b. The District communicated that having given our last proposal on December 7, 2017; UTP has not provided any counter during the 2017-2018 bargaining sessions to include a response from the District proposal at the December 7, 2017 bargaining session.
- c. The Districts proposal from December included language in regards to:
  - i. The need for teachers to have planning and/or professional development when teaching a new elective
  - ii. Elimination of the advisory period
  - iii. That no teacher be assigned more than one (1) elective without consultation between teacher and administration
  - iv. Teachers assigned a new elective will not be formally evaluated in the new elective course

5. Demand to Bargain –Discussion

- a. UTP Demand to Bargain- Grading of SBAC aligned interim assessment

- i. The use of the SBAC aligned interim assessments necessitates an increased amount of time for grading each of the assessments; idea of paying for this additional time was presented
- ii. Need for more training for teachers on how to score these assignments
- b. UTP Demand to Bargain- Scheduling Senior Defense Presentations on Non-Pupil Days
  - i. These are pupil free days and as such there should be no pupil related events.
  - ii. Change in work for librarians due to the Senior Defense
- c. The District is reviewing these items

Bargaining Agenda

February 23, 2018

- 1) Rumor and News
- ✓2) Early Resignation/Retirement Incentive MOU – PUSD
- ✓3) JROTC MOU – PUSD
- ✓4) Child Development Salary Schedule – UTP
- ✓5) Salary – UTP
- ✓6) 7-Period Day – Discussion
- ✓7) Demand to Bargain Issues – Discussion
- 8) Set Dates and Agenda for next session  
– April 6

Memorandum of Understanding  
Between  
Pasadena Unified School District  
And  
United Teachers of Pasadena

February 23, 2018  
District Proposal #3  
Time: 10:10

2017-2018 PARS Supplementary Retirement Incentive

This Memorandum of Understanding (MOU) is entered into by and between Pasadena Unified School District and United Teachers of Pasadena on February 23, 2018.

1. The parties agree that the District shall implement the PARS (Public Agency Retirement Services) Supplementary Retirement Plan with the options and timelines as specified in the attached Supplementary Retirement Plan Agreement. Eligible UTP members shall receive 85% of their respective 2017-18 Final Pay Benefit Level. Final Pay Benefit Level consists of the total compensation in 2017-2018 that contributes up to a 1.0 CalSTRS credit year.
2. Eligible UTP bargaining unit members shall receive health benefits according to 15.10 of the Collective Bargaining Agreement.
3. The goals of the Supplementary Retirement Plan *are* to provide a financial incentive in order to maximize the number of UTP bargaining unit members that participate in the Supplementary Retirement Plan, ***the District must receive retirements or resignation of all eligible UTP members who wish to participate in the Supplemental Retirement Plan no later than April 13, 2018; to reduce the number of final layoffs of UTP members with less seniority; and to realize a savings that will support the District during difficult financial times and will allow the District the ability to maintain student programs.***
4. The District and the Association will commit their resources and influence to promote the attainment of the prerequisites necessary for the actual implementation of the Supplementary Retirement Plan, with a target participation of 50 eligible UTP members. The Board of Education has final decision making authority on whether to move forward with implementation should the target not be met.
5. The District shall arrange and coordinate CalSTRS counseling with interested UTP members.

Dated: February 23, 2018

Dated: February 23, 2018

UNITED TEACHERS OF PASADENA

PASADENA UNIFIED SCHOOL DISTRICT

\_\_\_\_\_  
Alvin Nash, President

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Dr. Meg Abrahamson, Executive Director

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Bethel Lira, Bargaining Chairperson

2/23/18

12:10

UTP

3

UTP Counter-Proposal #3

February 23, 2018

Time: 12:10

Memorandum of Understanding  
Between  
Pasadena Unified School District  
And  
United Teachers of Pasadena

2017-2018 PARS Supplementary Resignation/Retirement Incentive

This Memorandum of Understanding (MOU) is entered into by and between Pasadena Unified School District and United Teachers of Pasadena on February 16, 2018. The MOU shall remain in effect during the 2017-2018 school year and shall expire on July 1, 2022.

Early Resignation/Retirement Incentive Plans encourage long-term or senior employees, typically at the top of the salary schedule, to resign/retire early. The savings are achieved by replacing the senior employee with a lower paid employee or not replacing at all. The goal is to increase the number of *Natural Attrition* retirements by at least three times.

1. The parties agree that the District shall implement the PARS (Public Agency Retirement Services) Supplementary Resignation/Retirement Plan with the options as specified in the Benefit Illustration – 85% of Final Pay as attached. Eligible UTP members shall receive 85% of their respective 2017-2018 Final Pay Benefit Level. Final Pay Benefit Level consists of the total compensation in 2017-2018 that contributes up to a 1.0 CalSTRS credit year.
2. Eligible UTP bargaining unit members shall receive health benefits according to 15.10 of the Collective Bargaining Agreement.
3. (The primary goal of the Supplementary Resignation/Retirement Plan is to generate a cost savings sufficient to warrant implementation.)
4. Eligible UTP members who want to participate must submit an irrevocable letter of resignation by April 13, 2018. Should the target participation of 67 eligible UTP members not be met by April 13, 2018, the plan shall be revoked and member resignations shall be rescinded at the discretion of the member.
5. The number of replacement positions shall occur only to comply with the provisions contained in Sections 10.1 and 10.2 of the Contract for classroom position and counseling position staffing ratios.

NW

*Concession*

5. <sup>6</sup> The preliminary cost savings shall be determined and the complete calculation and documentation shall be presented to UTP no later than May 1, 2018. The cost savings shall be monitored and reported to the Association in conjunction with Budget Reports to include the Adopted Budget, the Unaudited Actuals Report, the First Interim Report, and the Second Interim Report on an annual basis throughout the five-year period of July 1, 2018 - July 1, 2023. *rationale ->*

~~6.~~ <sup>7</sup> The annual cost savings of the Supplementary Resignation/Retirement Plan shall be placed in a separate line item in the District's annual budgets of 2018-2019 through 2022-2023 for UTP member compensation with distribution rights, i.e. applied to salary and/or health and welfare benefits as determined by the Association.

7. <sup>8</sup> The District shall use all available one-time funds to pay the annual cost of the plan.

<sup>8.</sup> <sup>9</sup> The District shall arrange to have CalSTRS counseling with interested UTP members no later than March 29, 2018.

<sup>9.</sup> <sup>10</sup> In order to maximize the number of UTP bargaining unit members that participate in the Supplementary Resignation/Retirement Plan, the District and the Association will commit their resources and influence to promote the attainment of the prerequisites necessary for the actual implementation of the Supplementary Resignation/Retirement Plan.

Dated: February 23, 2018

Dated: February 23, 2018

United Teachers of Pasadena

Pasadena Unified School District

\_\_\_\_\_  
Alvin Nash, President

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Meg Abrahamson, Executive Director

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Bethel Lira, Bargaining Chairperson

Memorandum of Understanding  
Between  
Pasadena Unified School District  
And  
United Teachers of Pasadena

February 23, 2018  
District Proposal  
Time: 2:05

TA - vote

**JROTC**

This Memorandum of Understanding (MOU) is entered into by and between Pasadena Unified School District ("District") and United Teachers of Pasadena ("Association") on February XX, 2018. This MOU shall expire on June 30, 2018.

The purpose of this MOU is to outline the mutually agreed upon roles and responsibilities of the JROTC Instructors as it relates specifically to kinds of supplemental work for which the District and the Association have mutually agreed.

1. Supplemental Hourly Work Definitions:

a. Required

- i. The military requires that each of its JROTC instructors perform specifically identified activities for engagement and leadership development with the cadets.
- ii. The military does not require additional compensation be provided for such work as this is a requirement of all JROTC instructors; supplemental payment is at the discretion of the districts for which JROTC is active.
- iii. The JROTC instructors and cadets must perform and attend the following events annually:
  - a. 6-Competitive Events
  - b. 4-Miscellaneous Events
    - a. 1- Parade
    - b. 3-Non-Parade
  - c. 1-Formal Event
  - d. 4-Color Guard
  - e. 6-Community Service School Support
  - f. 1-Community Service Community Support
  - g. 1- Junior Cadet Leadership Camp (1 week)
  - h. 1-Cadet Challenge
  - i. 1-Service Learning

b. External

- i. Are defined as any event that is requested by community members and/or an organization that exceeds or is outside the scope of the required military events.
- ii. Do not directly support the District which includes schools sites, school district events and/or events that are sponsored by the District

c. Internal

- i. Any event that is made at the request of or on the behalf of a school or other District related events and programs that exceeds the required military events.

2. Supplemental Compensation

- a. JROTC instructors will be provided compensation up to 50 hours per semester at the supplemental hourly rate of \$29.36 for work not otherwise defined, as reflected on Appendix B for the following kinds of supplemental work:

in accordance to / as provided in the contract



Appendix A - Unit Report Information/Help and Points by Categories - Event Types

Unit Report Information Help and Points by Categories - Event Types

**Unit Report Points**

Unit Report Category	Unit Report Points Awarded Per Qualifying Event	Minimum Number of Required Events	Maximum Number of Qualifying Events Per Category	Maximum Possible Unit Report Points
Competitive Events	5	6	10	50
Miscellaneous Events	10	4	8	35
* Parade	10	1	2	* see note
* Non-Parade	5	3	6	* see note
Formal Events	40	1	1	40
Color Guard	5	4	8	40
Community Service School Support	5	6	10	50
Community Service-Community Support	10	1	6	60
JCLC Participation	50	1	1	50
Cadet Challenge	1	1	1	50
Service Learning	25	1	1	25
Maximum Unit Report Points				400

**\* Note – A maximum of 35 points may be achieved on the unit report in the Miscellaneous Events category; the points awarded are a combination of the parade and non-parade events, and the associated point calculations.**

Unit report points based on the categories detailed above are automatically calculated when the unit report is generated in JUMS, provided the events have been correctly set-up in JUMS, and all of the required information has been entered. Specific requirements and details for each unit report category are explained in detail on the following pages.

UTP Proposal #3A

February 23, 2018

Time: 2:36

**Article XIV – Salary and Salary Schedule Rules and Regulations**

**Appendix A – Salary Schedules (Children’s Centers & Permit Teachers Monthly Salary Schedules)**

*Please note: All other provisions of Article XIV and Appendix A shall remain the same, subject to bargaining.*

**14.0 Children’s Centers & Permit Teachers Monthly Salary Schedules**

Effective July 1, 2017, the Children’s Centers & Permit Teachers Monthly Salary Schedule for 10-Month Service over 11 Payments and Children’s Centers & Permit Teachers Monthly Salary Schedule for 12-Month Service shall be restructured as reflected in the attached Salary Schedules.

CHILDREN'S CENTER TRIMIT TEACHERS  
MONTHLY SALARY SCHEDULE for 10-MONTH SERVICE OVER 11 PAYMENTS

STEP	CLASS I 39 or less		CLASS II 40-59		CLASS III 60-89		CLASS IV 90-119		CLASS IV 120 Units or BA	
	Units		Units		Units		Units		Units or BA	
1	2,309	3,185	2,400	3,311	2,491	3,437	2,582	3,562	2,673	3,688
2	2,371	3,271	2,460	3,394	2,549	3,517	2,647	3,652	2,746	3,788
3	2,434	3,358	2,520	3,477	2,606	3,595	2,712	3,741	2,819	3,889
4	2,497	3,445	2,580	3,559	2,664	3,675	2,777	3,831	2,892	3,990
5	2,559	3,530	2,639	3,641	2,722	3,755	2,842	3,921	2,965	4,091
6	2,622	3,617	2,699	3,724	2,779	3,834	2,907	4,010	3,038	4,191
7	2,685	3,704	2,759	3,806	2,837	3,914	2,973	4,102	3,111	4,292
8	2,747	3,790	2,819	3,889	2,894	3,993	3,038	4,191	3,183	4,391
9	2,810	3,877	2,879	3,972	2,952	4,073	3,103	4,281	3,256	4,492

4,391 corresponds w/  
New Teacher BA

SUBSTITUTE TEACHERS' HOURLY RATES

CLASS I	CLASS II	CLASS III	CLASS IV	CLASS IV
14.66	20.22	20.71	21.22	22.27
	15.01	15.38	16.14	16.98
				23.43

shaded - current  
white - proposed

CHILDREN'S CENTER RMIT TEACHERS  
MONTHLY SALARY SCHEDULE for 12-MONTH SERVICE

STEP	CLASS I 39 or less		CLASS II 40-59		CLASS III 60-89		CLASS IV 90-119		CLASS IV 120 Units or BA	
	Units		Units		Units		Units		Units	
1	2,541	3,506	2,641	3,644	2,741	3,781	2,841	3,919	2,942	4,059
2	2,610	3,601	2,707	3,735	2,804	3,868	2,913	4,019	3,022	4,169
3	2,678	3,695	2,773	3,826	2,868	3,957	2,984	4,117	3,102	4,280
4	2,747	3,790	2,838	3,915	2,931	4,044	3,056	4,216	3,182	4,390
5	2,816	3,885	2,904	4,006	2,994	4,131	3,127	4,314	3,262	4,500
6	2,885	3,980	2,970	4,097	3,057	4,217	3,199	4,413	3,342	4,611
7	2,953	4,074	3,036	4,188	3,120	4,304	3,270	4,511	3,422	4,721
8	3,022	4,169	3,101	4,278	3,184	4,393	3,342	4,611	3,502	4,831
9	3,091	4,264	3,167	4,369	3,247	4,480	3,413	4,709	3,582	4,942

SUBSTITUTE TEACHERS' HOURLY RATES

CLASS I	CLASS II	CLASS III	CLASS IV	CLASS IV
14.66	20.22	15.01	20.71	21.22
		15.38	16.14	22.27
			16.98	23.43

UTP Proposal #3

February 23, 2018

Time: 2:43

Article XIV (Salary and Salary Schedule Rules and Regulations)

Please note: All other provisions of Article XIV shall remain the same, except for the following sections.

14.2.5.1 **Effective July 1, 2017**, the District shall provide a **3.0%** increase on all salary schedules contained in Appendix A. **Effective July 1, 2018**, the District shall provide a **3.0%** increase on all salary schedules contained in Appendix A.

14.12 Counselors Salary

Counselors shall receive ~~1.06~~**1.075** times their placement on the Basic Monthly Salary Schedule in Appendix A. Effective November 3, 2014, the Counselor Salary Ratio shall be awarded to the nearest dollar.

14.13 Librarians Salary

Secondary School Librarians shall receive ~~1.06~~**1.075** times their placement on the monthly Salary Schedule in Appendix A. Effective November 3, 2014, the Librarian Salary Ratio shall be awarded to the nearest dollar.

14.14 Psychologists Salary

Previously  
Assigned

14.14.1 **Effective July 1, 2017**, school psychologists shall be placed appropriately on the **10.5-Month Salary Schedule**.

14.14.2 **Effective July 1, 2017**, clinical psychologists shall be placed appropriately on the **11-Month Salary Schedule**.

New

14.14.3 **Effective July 1, 2017**, all classifications of psychologists shall receive **1.15** times their placement on the **Certificated Salary Schedule** in Appendix A. The **Psychologist Salary Ratio** shall be awarded to the nearest dollar.