United Teachers of Pasadena and the District teams met on December 8, 2017, to resume bargaining. The following items were discussed:

**Article XIV (Salary and Salary Schedule Rules and Regulations) – PUSD Counter-Proposal #2**

- The District proposed a 0% salary schedule increase for 2017-2018. The District did not include a counter-proposal regarding salary for 2018-2019.
- The District proposed placing the School Psychologists on the 10.5-Month Salary Schedule and placing the Clinical Psychologists on the 11-Month Salary Schedule. However, the District did not include providing all psychologists the 1.15 salary ratio for their longer workday of 8:00 a.m.-5:00 p.m., which would insure that no psychologists would receive a decrease in their current salary.
- The District did not provide a counter-proposal regarding the restructuring of the Children’s Centers and Permit Teachers Monthly Salary Schedules.
- The District did not include the 1.075 salary ratio for Counselors and Librarians to align the ratio with the current length of their workday.

**Seven-Period Instructional Day – PUSD Counter-Proposal #1 (Revised)**

- The District’s proposal still did not address the main issues regarding the impacts and effects of implementing a 7-period instructional day at the middle and high schools.
- The District did not include the number of periods that teachers would teach each day, nor did it include compensation for teachers if they taught six periods (instead of five periods) each day.
- The District did not propose any options to the structure of the workday if a 7-period instructional day was implemented.
- The District proposed eliminating advisory period from the instructional day.
- The District proposed two days of professional development and/or planning day at the supplement pay rate for teachers assigned to teach a new elective course for the new school year.
- The District proposed assigning teachers no more than one elective course without prior consultation.
• The District proposed not considering the subject matter or content of a new elective course in a teacher's evaluation.
• Since the District once again did not address the main issues regarding the impacts and effects of implementing a 7-period instructional day, both parties agreed to wait for the decision from the Public Employment Relations Board (PERB) regarding the most recent Unfair Labor Practice charge filed by UTP alleging bad faith bargaining by the District.

**MOU Regarding Counselors on Special Assignment**

• UTP and the District agreed and signed the Memorandum of Understanding (MOU) regarding Counselors on Special Assignment. (see attached)

**Appendix D (Official Calendar for the 2020-2021 School Year) – UTP Proposal #1**

• UTP proposed adjusting the Back-to-School dates for Longfellow ES (from September 23 to September 3) and for Muir (from October 1 to August 26) due to the site-based decisions to change these dates in previous years.
• UTP proposed returning Winter Break to ten days instead of eleven days by changing the Friday prior to Winter Break to a workday.
• UTP proposed adding Cesar Chavez Day (March 31) as a holiday.
• UTP proposed changing Spring Break from March 29-April 2 to April 5-9.
• UTP proposed adjusting the Open House dates for Muir (from April 1 to May 12) and for Franklin (from April 27 to May 19) due to the site-based decisions to change these dates in previous years.
• UTP proposed that all other dates for the 2020-2021 school year remain status quo.

**MOU Regarding JROTC Teachers Supplemental Pay**

• The District will provide the military contract for JROTC Teachers in PUSD.
• The District provided a job description for JROTC Teachers.
• The District will provide a designation of duties that distinguishes military duties from internal (District) duties and external duties.
• The District will provide a designation of duties that qualify for supplemental pay.
• This MOU will be negotiated at the next bargaining session on January 26.

**Agenda for the Next Bargaining Session on January 26, 2018**

1. Rumors and News
2. Salary and Salary Schedule Rules and Regulations – UTP Proposal #3
3. Official Calendar for the 2020-2021 School Year – PUSD Counter-Proposal #1
4. MOU Regarding JROTC Teachers Supplemental Pay
Memorandum of Understanding
Between
Pasadena Unified School District
And
United Teachers of Pasadena

Counselors on Special Assignment

This Memorandum of Understanding (MOU) is entered into by and between Pasadena Unified School District and United Teachers of Pasadena on December 8, 2017. This MOU shall expire on June 30, 2018.

1. Description: A Counselor on Special Assignment is a counselor whose assignment is outside of the regular counseling position.

2. Purpose: The purpose and role of a Counselor on Special Assignment is to provide his/her expertise, skills, talents, and knowledge in order to improve the quality of counseling thus increasing student achievement.

3. Definitions:
   a. There will be one (1) classification of Counselors on Special Assignment: Counselors on Special Assignment II. Counselors on Special Assignment II are assigned to the Education Center including:
      i. Career and Pathways Counselors
      ii. Early College Magnet Program Counselors
   b. Counselors on Special Assignment shall not be utilized in the computation or application of the class size ratios listed in Article X, Class Size.

4. Selection Procedures:
   a. The District shall post known openings for Counselors on Special Assignment for an ensuing school year by the prior April 15, in accordance with Section 7.2.2. Open positions shall be posted in the District Certificated Human Resources Office, on the UTP bulletin board at each school site, and at the UTP Office.
   b. For openings for Counselors on Special Assignment that occur during the summer recess period, the District shall post a list of known vacancies in the Certificated Human Resources Office on or about July 1 and August 1 in accordance with Section 7.2.2.
   c. Any vacancies that occur during the school year shall be posted in accordance with Section 7.3 of Article VII, Transfers and Reassignments.
   d. The primary criteria in selecting Counselors on Special Assignment shall be appropriate credentials, appropriate trainings, appropriate experience, and satisfactory evaluations.
   e. New Counselor on Special Assignment positions shall be identified in a notice prepared and distributed by Human Resources that include responsibilities and application timelines. Selection process will be identified in the notice and will be consistent with eligibility criteria with attention to experience and training identified in the notice.

5. Hours - Workday and Work Year:
   a. The workday for Counselors on Special Assignment II shall be from 8:00 a.m. to 5:00 p.m., including a one-hour duty-free lunch.
   b. The work year for Counselors on Special Assignment II shall be eleven (11) months (203 days).

6. Salary - Ratio Factors and Supplemental Pay:
   a. Counselors on Special Assignment II shall receive 1.15 times their placement on the Certificated Salary Schedule in Appendix A.
b. Counselors on Special Assignment shall receive the Supplemental Rate of Pay as contained in Supplemental Employment – Certificated Salary Schedule in Appendix A for any work beyond the contractual workday.

7. Duties:
   a. The District shall provide a job description of duties and responsibilities for each Counselor on Special Assignment.
   b. Counselors on Special Assignment shall not evaluate other certificated staff.

8. Voluntary Transfers: Counselors on Special Assignment requesting a voluntary transfer to a school site position shall follow the procedures contained within Article VII, Transfers and Reassignments.

9. Return Rights: Unit members who transfer to Counselor on Special Assignment positions are deemed to be on “position leave” from their regular counseling positions. Upon completion of the term of the Counselors on Special Assignment duty, the unit member shall be afforded the rights of a voluntary transfer and shall be assigned before all other voluntary transfer applicants.

10. Term of Service:
   a. A unit member shall hold a Counselor on Special Assignment position for a term of three (3) consecutive years. After completing a term of service, the immediate supervisor and the Counselor on Special Assignment may agree on a successor three (3) year term. In the absence of such agreement, the unit member shall receive a voluntary transfer to a regular counseling position.
   b. A unit member shall hold a Counselor on Special Assignment position for no more than four (4) successive terms. Subsequently, the Counselor on Special Assignment shall be granted return rights as stated above.
   c. Either a Counselor on Special Assignment or his/her immediate supervisor may end the assignment at the completion of any school year so long as this action is not arbitrary or capricious.

11. Parties agree that the terms and conditions of this MOU shall be subject to Article V, Grievance Procedure, of the Collective Bargaining Agreement.

12. Parties agree that provisions of this MOU shall be incorporated into the language of a Tentative Agreement subject to ratification by the United Teachers of Pasadena membership and the Pasadena Unified School District Board of Education no later than June 30, 2018.

Dated: December 8, 2017

UNITED TEACHERS OF PASADENA

Alvin Nash, President

Dated: December 8, 2017

PASADENA UNIFIED SCHOOL DISTRICT

Meg Abrahamson, Chief Human Resources Officer

Bethel Lira, Bargaining Chairperson