

March 15, 2021

VIA U.S. MAIL & EMAIL

McDonald.Brian@pusd.us

Brian McDonald, Superintendent
Pasadena Unified School District
315 S. Hudson Avenue
Pasadena, CA 91109

Re: Unlawful Repudiation of Contract

Dear Superintendent McDonald:

I write to you on behalf of the United Teachers of Pasadena (UTP) to notify the Pasadena Unified School District (PUSD) that its plan to reopen grades TK-5 for in-person instruction on March 29, 2021 is unlawful because it is being done in violation of the parties' clear and binding agreements. PUSD must cease its unlawful reopening.

The parties' December 4, 2020 Memorandum of Understanding (MOU) regarding Hybrid Simultaneous Model School Reopening During COVID-19 Pandemic, explicitly states, "... ***the parties shall determine the dates*** when unit members shall be permitted to conduct three (3) days of Asynchronous Instruction to prepare classrooms for social distancing requirements." (Dec. 4, 2020 MOU at 3).

On March 11, 2021, the day after receiving UTP's counterproposal regarding dates for asynchronous instruction, PUSD's Chief Human Resources Officer, Steven Miller, notified UTP President Allison Steppes that teachers were required to report to work on March 18, 18 and 19, 2021, "for the purpose of organizing their classrooms in preparation for the eventual return to in-classroom instruction." On March 14, 2021, PUSD Superintendent Brian McDonald disseminated a message to PUSD families and the PUSD community, notifying them that teaching and learning would be conducted asynchronously on March 17, 18 and 19, 2021, to allow teachers an "opportunity to organize their classrooms" as the District "prepare[s] for the eventual return to in-person learning..." At no time prior to the issuance of the March 11, 2021 letter or the March 14, 2021 message did UTP agree to the March 17-19 dates for asynchronous instruction. Rather, the District ignored UTP's counterproposal, repudiated the parties' agreement, and set the dates unilaterally.

As you are aware, Article 3.a of the parties' MOU states that, "Unit members will return to work locations ten (10) working days following preparation of the classrooms." (*Id.* at 3.a). By unilaterally determining the days on which asynchronous instruction would take place without UTP's agreement, the District has unilaterally set the date for the reopening of school sites.

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These acts constitute an unlawful repudiation of the parties MOU in violation of the Educational Employment Relations Act (EERA). (Gov. Code § 3540 *et seq.*).

We demand that PUSD immediately cease its plan for unlawful reopening for in-person instruction, and confirm that it will first meet with UTP to jointly determine the dates when unit members will be permitted to conduct three days of asynchronous instruction. We also demand that PUSD immediately cease its plan to return teaches to the classroom for in-person instruction on March 29, 2021, until which time it has complied with Article 3 of the MOU.

If these issues are not resolved at the bargaining table, we reserve the right to pursue all available legal remedies.

Very truly yours,



Stephanie J. Joseph
CTA Staff Counsel

cc: Steven Miller, PUSD Assistant Superintendent of Human Resources
(by email: miller.steven@pusd.us)
Sarah Rudchenko, PUSD Assistant Superintendent of Human Resources
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Jesus Quiñonez, CTA Legal Director
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Allison Steppes, UTP