NOTICE OF BOARD OF TRUSTEES MEETING
Wednesday, November 20, 2013

6:00 P.M. CLOSED SESSION
7:00 P.M. OPEN SESSION

MEETING NO. 20
STUDY SESSION MEETING

Pasadena City College
Community Education Center
Jack Scott Multipurpose Room
3035 East Foothill Boulevard
Pasadena, California 91107

Enclosed is the Agenda for Meeting No. 20, a Study Session Meeting. The Open Session will begin at 6:00 p.m. with the Call To Order, Roll Call and Public Comment on Closed Session Agenda items. Closed Session will follow. Open Session will resume at 7:00 p.m. The Board will meet in the Jack Scott Multipurpose Room, Community Education Center, 3035 East Foothill Boulevard, Pasadena, California 91107.
AGENDA

Notice: Members of the public may request the opportunity to address the Board regarding any item on the agenda. To do so, please complete a “Request to Address the Board of Trustees” form and give it to the Board Secretary prior to the beginning of the meeting. No public comment cards will be accepted after the start of the meeting. Individual speakers are limited to five minutes; total audience participation on any agenda item is limited to thirty minutes.

I. CALL TO ORDER, ROLL CALL and PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS (6:00 PM)

II. CLOSED SESSION

Government Code §54957.6 Collective Bargaining (PCCFA)
Designated Negotiator: Ms. Gail S. Cooper, General Counsel

III. OPEN SESSION (7:00 PM)

A. PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT (The Brown Act prohibits the Board from discussing or acting on any item not on the agenda).

C. INTRODUCTIONS AND REPORTS OF LEGISLATIVE REPRESENTATIVES

Carol Liu, Senator, 25th District
Judy Chu, Congresswoman, 27th District
Chris Holden, Assemblymember, 41st District
Roger Hernandez, Assemblymember, 48th District
Ed Chau, Assemblymember, 49th District
Michael D. Antonovich, Supervisor, 5th District

ACTION ITEMS

D. PUBLIC HEARING ON THE PROPOSAL FOR A COLLECTIVE BARGAINING AGREEMENT FROM THE PASADENA AREA COMMUNITY COLLEGE DISTRICT TO THE PASADENA CITY COLLEGE FACULTY ASSOCIATION
E. RESOLUTION OF APPROVAL OF SERP MOU: PCC-CFT, CSEA, POA, MANAGEMENT ASSOCIATION, CONFIDENTIALS

STUDY SESSION ITEMS
FOR DISCUSSION AND INFORMATION ONLY. NO ACTION WILL BE TAKEN.

F. PUBLIC POLICY AND LEGISLATIVE ISSUES
   • Report of Legislative Advocacy Committee, Dr. Jeanette Mann, Chair

G. AMONG OTHER POLICY AND LEGISLATIVE TOPICS:
   • Adult Education
   • Concurrent/Dual Enrollment Expansion
   • BA Degree in Targeted Fields
   • Transfer Credits for Veterans

H. FUTURE BOARD MEETINGS

   Wednesday, December 18, 2013
   6:00 P.M. Regular Business Meeting and Annual Organizational Meeting.

   Wednesday, January 15, 2014
   6:00 P.M. Regular Business Meeting.

IV. ADJOURNMENT

Pasadena City College and the Community Education Center are wheelchair accessible. Reasonable accommodation services are available when requests are made by 4:00 pm of the Monday before the Board meeting. Please contact Mary Thompson at 626.585.7202 if you need assistance in order to participate in a public meeting or if you need agenda and public documents modified as required by the Americans with Disabilities Act.
PASADENA AREA COMMUNITY COLLEGE DISTRICT
Pasadena City College

Board Agenda Item D: Public Hearing Regarding Initial Proposal received November 6, 2013 by the Pasadena Area Community College District (PACCD) to the Pasadena City College Faculty Association (PCCFA).

Board Meeting: November 20, 2013

Recommendation: It is recommended that the Board of Trustees, governing Board of the Pasadena Area Community College District of Los Angeles County, California conduct a Public Hearing regarding the initial proposal for negotiations for 2013-2016 between the Pasadena Area Community College District (PACCD) to the Pasadena City College Faculty Association (PCCFA).

Fiscal Impact: The fiscal impact will depend upon the final outcome of negotiations between the PCCFA and representatives of the District.

Background: Article 8, Section 3547 of the Government Code states:

All initial proposals of exclusive representatives and of public school employers, which relate to matters within the scope of representation, shall be presented at a public meeting of the public school employer and thereafter shall be public records.

Meeting and negotiating shall not take place on any proposal until reasonable time has elapsed after the submission of the proposal to enable the public to become informed and the public has the opportunity to express itself regarding the proposal at a meeting of the public school employer.

Recommended for Approval by: General Counsel

Approved for Submission to the Board of Trustees by: Mark W. Rocha
Superintendent/President
INITIAL PROPOSAL FROM THE PASADENA AREA COMMUNITY COLLEGE DISTRICT
TO
THE PASADENA CITY COLLEGE FACULTY ASSOCIATION

1. **Academic Calendar**: Maintain the current Board-approved three-term calendar.

2. **Three-year contract** commencing July 1, 2013 and ending June 30, 2016.

3. **Salary increase**:
   
   - 6% base salary increase over three years, 2% per year in addition to scheduled step and column increases.
   
   - 50% of state-funded FY2013-2014 COLA as an increase to all salary schedules. In 2013-2014 this is an increase of .79% added to the 2% salary increase for 2013-2014. In the two successive years of the agreement 50% of any state-funded COLA would be added to the 2% annual salary increases.

4. **Supplemental Early Retirement Program (SERP)**: A one-time additional incentive payment of 75% of one’s highest salary to purchase an additional retirement annuity for those with at least five years of service and have reached the age of 69 55. Deadline to elect January 13, 2014. Retirement effective June 30, 2014.

5. **Adjunct Faculty**: Two (2) additional office hours paid per semester per adjunct. Effective Spring 2014 or upon ratification, whichever is later.

6. **Additional Flex Day Salary**: One additional paid flex day for all regular and adjunct faculty, on the Thursday prior to the start of the fall semester. A “day” is defined as six paid hours, exclusive of breaks and lunch, paid at one's adjunct hourly rate. The program shall be arranged by mutual agreement of CAPM.

7. **Replace 1982-1983 NCN's with 2013-2014 NCN's as follows**: First year 2013-14: 10% over 1982-83 NCN’s; Second year 2014-2015: 15% over 1982-83 NCN’s; Third year 2015-16: 20% over 1982-1983 NCN’s. LGI based on the updated NCN’s for each given year as stated above.

8. **All other items in current contract/agreements**: Status Quo; including health and fringe benefits: current plans remain with zero employee contributions.
PASADENA AREA COMMUNITY COLLEGE DISTRICT
Pasadena City College

Board Agenda Item E: Adopt Resolution 515, adopting Public Agency Retirement Services (PARS) Supplemental Employee Retirement Plan (SERP) Memorandums of Understanding: Instructional Services Support Unit-California Federation of Teachers, California School Employees Association, Police Officers Association, Management Association and Confidentials

Board Meeting: November 20, 2013

Recommendation: It is recommended that the Board of Trustees, governing board of the Pasadena Area Community College District of Los Angeles County, California, adopt Resolution 515, adopting Public Agency Retirement Services (PARS) Supplemental Employee Retirement Plan (SERP) Memorandums of Understanding: Instructional Services Support Unit-California Federation of Teachers, California School Employees Association, Police Officers Association, Management Association and Confidentials

Background: The District has worked with Public Agency Retirement Services (PARS) to design a Supplementary Employee Retirement Plan (SERP), a retirement incentive that may encourage eligible Classified and Management employees to retire early. One of the primary goals of the program is to generate savings or, at a minimum, accrue no further cost to the District by increasing the number of retirements in the 2013-2014 fiscal year. The program also results in employment opportunities in special need and/or growth areas of the District.

Under relevant sections of Section 403(b) of the Internal Revenue Code, the governing board is required to adopt the PARS Supplemental Employee Retirement Plan.

Recommended for Approval:

Approved for Submission to the Board of Trustees by:

Senior Vice President/Assistant Superintendent Business and College Services

Mark W. Rocha
Superintendent/President
RESOLUTION NO. 515
PASADENA AREA COMMUNITY COLLEGE DISTRICT
Pasadena City College

SUPPLEMENTAL RETIREMENT PLAN 2013-2014

At the meeting of the Board of Trustees of the Pasadena Area Community College District, held in Pasadena, CA on November 20, 2013:

WHEREAS, it is determined to be in the best fiscal interest of the District and its employees to provide a retirement incentive offer to eligible employees who wish to voluntarily exercise their option to separate from District Service;

WHEREAS, there is no cash option available to employees in lieu of this retirement incentive offer;

WHEREAS, Public Agency Retirement Services (PARS) has made available to the District a Supplementary Retirement Plan, a retirement incentive program supplementing STRS/PERS, and qualifying under the relevant sections of Section 403(b) of the Internal Revenue Code;

WHEREAS, the District, pursuant to applicable policy and/or collective bargaining agreements (Memoranda of Understanding with Confederals, Police Officers Association, Pasadena City College – California Federation of Teachers (Instructional Services Support Unit), California Schools Employee Association - Chapter 777, and the Management Association), desires to adopt the Supplementary Retirement Plan and to fund the incentive through non-elective employer, post-employment contributions to the PARS designated 403(b) provider.

NOW THEREFORE, BE IT RESOLVED:

1. The Governing Board hereby adopts the PARS Supplementary Retirement Plan, as part of the District Retirement Program, effective November 20, 2013; and

2. The Governing Board hereby appoints the Assistant Superintendent/Senior Vice President, Business and College Services, or his/her successor or his/her designee as the District’s Plan Administrator; and

3. The District’s PARS Plan Administrator is hereby authorized to execute the contracts, custodial agreement facilitating the payment of contributions to the 403(b) arrangement, and other legal documents related to a trust or the plan on behalf of the District and to take whatever additional actions are necessary to maintain the District’s participation in the plan and to maintain compliance of any relevant regulations issued.

PASSED AND ADOPTED by majority vote of the members of the Governing Board of the Pasadena Area Community College District this 20th day of November, 2013 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

I, Berinda Brown, Clerk of the Governing Board of the Pasadena Area Community College District, do hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regularly called and conducted meeting held on said date.

Clerk of the Board of Trustees
Pasadena Area Community College District
MEMORANDUM OF UNDERSTANDING
BETWEEN PACCD AND INSTRUCTIONAL SERVICES SUPPORT UNIT – CFT
SERP 2013-2014 Plan

The Memorandum of Understanding is made by and between the Pasadena Area Community College District ("District") and PCC Instructional Services Support Unit – CFT (previously "ISSU-CFT", now "PCC-CFT").

The District agrees to offer a PARS Supplementary Retirement Plan (SERP 2013-2014 Plan) to all eligible employees of PCC-CFT who wish to voluntarily exercise their option to separate from District service, and PCC-CFT hereby accepts the SERP 2013-2014 Plan on the following terms:

1. Eligibility

Employees who are eligible to participate:

a) Are employed by the College as of January 13, 2014;

b) Have at least five (5) years of full-time equivalent years of College service immediately prior to retirement as of June 30, 2014;

c) Are at least fifty-five (55) years of age as of June 30, 2014;

d) have resigned from College employment effective on June 30, 2014; and

e) have retired under STRS/PERS effective on July 1, 2014.

2. Participation Requirements

Participation requires:

a) Submission of required PARS enrollment materials and College Letter of Resignation for receipt in the PARS office no later than January 13, 2014;

b) Resignation from College employment effective on June 30, 2014; and

c) Retirement from STRS/PERS effective on July 1, 2014.

Participation is automatically locked in at the close of the enrollment window of January 13, 2014, and resignations may not be rescinded.

Participating employees shall not be eligible for any other College sponsored retirement incentive programs.
3. **Incentive Payments**

   Regarding the basic incentive
   a) the College shall make non-elective employer contributions to the participant’s 403(b) annuity contract held by Pacific Life Insurance Company.
   b) The sum of the contributions shall equal 75% of Final Pay., and shall be made over a schedule according to the following schedule:
      
      | Date       | Percentage |
      |------------|------------|
      | July 10, 2014 | 15%        |
      | July 10, 2015 | 15%        |
      | July 10, 2016 | 15%        |
      | July 10, 2017 | 15%        |
      | July 10, 2018 | 15%        |

   **Total Contributions 75%**
   c) For purposes of this plan, Final Pay shall be defined as the 2013-14 final base salary multiplied by the participant’s current FTE (full-time equivalence).
   d) The Normal Form of Benefit shall be a monthly benefit paid for the lifetime of the participant.

   Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:
   a) Joint-and-survivor payments; and
   b) Lifetime with a ten (10) year guarantee; and
   c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

   The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.

   The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon January 13, 2014 and shall not be subject to change thereafter.

   College PARS benefits are scheduled to commence on August 1, 2014.

4. **Post-Employment Fringe Benefits**

   Participants in the PARS Supplementary Retirement Plan shall be eligible for the same health benefits as currently available to ordinary retirees, provided they meet the age and service requirements for those benefits.

5. **Contract Administrator**

   The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).
6. Post Retirement Employment

The District does not grant a guarantee of employment or re-hire right to any retiree or part-time/hourly employee.

Any employee accepting employment with the District after the date of retirement on a part-time/hourly basis is subject to all restrictions and limitations imposed by PERS and STRS respectively in order to maintain retirement status. The District accepts no responsibility for calculation, monitoring or otherwise ensuring compliance with such restrictions and limitations, or for any consequences to the individual’s retirement benefits for exceeding such limitations.

The above terms and conditions are accepted. The individuals signing below each warrants that he or she has the authority to execute this Agreement on behalf the party represented. Executed this November 8th, 2013 at 2:20 p.m. at Pasadena, California.

Dated: November 8, 2013

PCC INSTRUCTIONAL SERVICES SUPPORT UNIT – CFT
By: 
Julio Huerta, President

Dated: November 8, 2013

PASADENA AREA COMMUNITY COLLEGE DISTRICT
By: 
Mark Rocha, President/Superintendent
MEMORANDUM OF UNDERSTANDING BETWEEN PACCD
AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION/CHAPTER #777
SERP 2013-2014 Plan

The Memorandum of Understanding (MOU) is made by and between the Pasadena Area Community College District ("District") and California School Employees Association and its Chapter #777 ("CSEA").

The District agrees to offer a PARS Supplementary Retirement Plan (SERP 2013-2014 Plan) to all eligible employees of CSEA who wish to voluntarily exercise their option to separate from District service, and CSEA hereby accepts the SERP 2013-2014 Plan on the following terms:

1. Eligibility

Employees who are eligible to participate:

a) Are employed by the College as of January 13, 2014;
b) Have at least five (5) years of full-time equivalent years of College service immediately prior to retirement as of June 30, 2014;
c) Are at least fifty-five (55) years of age as of June 30, 2014;
d) have resigned from College employment effective on June 30, 2014; and
e) have retired under STRS/PERS effective on July 1, 2014.

2. Participation Requirements

Participation requires:
a) Submission of required PARS enrollment materials and College Letter of Resignation for receipt in the PARS office no later than January 13, 2014;
b) Resignation from College employment effective on June 30, 2014; and
c) Retirement from STRS/PERS effective on July 1, 2014.

Participation is automatically locked in at the close of the enrollment window of January 13, 2014, and resignations may not be rescinded.

Participating employees shall not be eligible for any other College sponsored retirement incentive programs.
3. **Incentive Payments**

Regarding the basic incentive  
a), the College shall make non-elective employer contributions to the participant’s 403(b)  
anuity contract held by Pacific Life Insurance Company.  
b) The sum of the contributions shall equal 75% of Final Pay, and shall be made according to  
the following schedule:

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`Total Contributions 75%`

c) For purposes of this plan, Final Pay shall be defined as the 2013-14 final base salary  
multiplied by the participant’s current FTE (full-time equivalence).  
d) The Normal Form of Benefit shall be a monthly benefit paid for the lifetime of the  
participant.

Alternative monthly forms of payment of equivalent present value to the basic benefit shall  
be offered. They shall include:  
a) Joint-and-survivor payments; and  
b) Lifetime with a ten (10) year guarantee; and  
c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments  
are guaranteed to the participant for the full term selected.

The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not  
be subject to increase thereafter.

The choice of form of payment (and the choice of payment beneficiary if choosing a joint  
and survivor form of payment) shall become final upon January 13, 2014 and shall not be subject to  
change thereafter.

College PARS benefits are scheduled to commence on August 1, 2014.

4. **Post-Employment Fringe Benefits**

Participants in the PARS Supplementary Retirement Plan shall be eligible for the same health  
benefits as currently available to ordinary retirees, provided they meet the age and service  
requirements for those benefits.

5. **Contract Administrator**

The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement  
Services (PARS).
6. **Post Retirement Employment**

The District does not grant a guarantee of employment or re-hire right to any retiree or part-time/hourly employee.

Any employee accepting employment with the District after the date of retirement on a part-time/hourly basis is subject to all restrictions and limitations imposed by PERS and STRS respectively in order to maintain retirement status. The District accepts no responsibility for calculation, monitoring or otherwise ensuring compliance with such restrictions and limitations, or for any consequences to the individual’s retirement benefits for exceeding such limitations.

This MOU shall only be submitted to the District’s Board of Trustees after review and ratification pursuant to CSEA Policy 610. The above terms and conditions are accepted. The individuals signing below each warrants that he or she has the authority to execute this Agreement on behalf the party represented. Executed this November 12, 2013 at 2:10 p.m. at Pasadena, California.

Dated: November 12, 2013  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION/CHAPTER #777

By:  
Rudy Perez, President

Dated: November 12, 2013  
PASADENA AREA COMMUNITY COLLEGE DISTRICT

By:  
Mark Rocha, President/Superintendent
MEMORANDUM OF UNDERSTANDING BETWEEN PACCD AND POLICE OFFICERS ASSOCIATION
SERP 2013-2014 Plan

The Memorandum of Understanding (MOU) is made by and between the Pasadena Area Community College District ("District") and Pasadena City College Police Officers Association ("POA").

The District agrees to offer a PARS Supplementary Retirement Plan (SERP 2013-2014 Plan) to all eligible employees of POA who wish to voluntarily exercise their option to separate from District service, and POA hereby accepts the SERP 2013-2014 Plan on the following terms:

1. Eligibility

Employees who are eligible to participate:

a) Are employed by the College as of January 13, 2014;
b) Have at least five (5) years of full-time equivalent years of College service immediately prior to retirement as of June 30, 2014;
c) Are at least fifty-five (55) years of age as of June 30, 2014;
d) have resigned from College employment effective on June 30, 2014; and
e) have retired under STRS/PERS effective on July 1, 2014.

2. Participation Requirements

Participation requires:

a) Submission of required PARS enrollment materials and College Letter of Resignation for receipt in the PARS office no later than January 13, 2014;
b) Resignation from College employment effective on June 30, 2014; and
c) Retirement from STRS/PERS effective on July 1, 2014.

Participation is automatically locked in at the close of the enrollment window of January 13, 2014, and resignations may not be rescinded.

Participating employees shall not be eligible for any other College sponsored retirement incentive programs.
3. Incentive Payments

Regarding the basic incentive
a), the College shall make non-elective employer contributions to the participant’s 403(b) annuity contract held by Pacific Life Insurance Company.
b) The sum of the contributions shall equal 75% of Final Pay, and shall be made according to the following schedule:

- July 10, 2014 15%
- July 10, 2015 15%
- July 10, 2016 15%
- July 10, 2017 15%
- July 10, 2018 15%

**Total Contributions 75%**

c) For purposes of this plan, Final Pay shall be defined as the 2013-14 final base salary multiplied by the participant’s current FTE (full-time equivalence).
d) The Normal Form of Benefit shall be a monthly benefit paid for the lifetime of the participant.

Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

a) Joint-and-survivor payments; and
b) Lifetime with a ten (10) year guarantee; and
c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.

The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon January 13, 2014 and shall not be subject to change thereafter.

College PARS benefits are scheduled to commence on August 1, 2014.

4. Post-Employment Fringe Benefits

Participants in the PARS Supplementary Retirement Plan shall be eligible for the same health benefits as currently available to ordinary retirees, provided they meet the age and service requirements for those benefits.

5. Contract Administrator

The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).
6. **Post Retirement Employment**

The District does not grant a guarantee of employment or re-hire right to any retiree or part-time/hourly employee.

Any employee accepting employment with the District after the date of retirement on a part-time/hourly basis is subject to all restrictions and limitations imposed by PERS and STRS respectively in order to maintain retirement status. The District accepts no responsibility for calculation, monitoring or otherwise ensuring compliance with such restrictions and limitations, or for any consequences to the individual’s retirement benefits for exceeding such limitations.

The above terms and conditions are accepted. The individuals signing below each warrants that he or she has the authority to execute this Agreement on behalf the party represented. Executed this November 15, 2013 at 12 p.m. at Pasadena, California.

Dated: November 15, 2013

**PASADENA CITY COLLEGE POLICE OFFICERS ASSOCIATION**

By: [Signature]

Tyler Robbins, Vice President

Dated: November 15, 2013

**PASADENA AREA COMMUNITY COLLEGE DISTRICT**

By: [Signature]

Mark Rocha, President/Superintendent
MEMORANDUM OF UNDERSTANDING BETWEEN PACCD
AND MANAGEMENT ASSOCIATION
SERP 2013-2014 Plan

The Memorandum of Understanding (MOU) is made by and between the Pasadena Area Community College District ("District") and Pasadena City College Management Association ("MA").

The District agrees to offer a PARS Supplementary Retirement Plan (SERP 2013-2014 Plan) to all eligible employees of MA who wish to voluntarily exercise their option to separate from District service, and MA hereby accepts the SERP 2013-2014 Plan on the following terms:

1. Eligibility

Employees who are eligible to participate:

a) Are employed by the College as of January 13, 2014;
b) Have at least five (5) years of full-time equivalent years of College service immediately prior to retirement as of June 30, 2014;
c) Are at least fifty-five (55) years of age as of June 30, 2014;
d) have resigned from College employment effective on June 30, 2014; and
e) have retired under STRS/PERS effective on July 1, 2014.

2. Participation Requirements

Participation requires:

a) Submission of required PARS enrollment materials and College Letter of Resignation for receipt in the PARS office no later than January 13, 2014;
b) Resignation from College employment effective on June 30, 2014; and
c) Retirement from STRS/PERS effective on July 1, 2014.

Participation is automatically locked in at the close of the enrollment window of January 13, 2014, and resignations may not be rescinded.

Participating employees shall not be eligible for any other College sponsored retirement incentive programs.
3. **Incentive Payments**

Regarding the basic incentive

a) the College shall make non-elective employer contributions to the participant’s 403(b) annuity contract held by Pacific Life Insurance Company.

b) The sum of the contributions shall equal 75% of Final Pay, and shall be made according to the following schedule:

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**Total Contributions 75%**

c) For purposes of this plan, Final Pay shall be defined as the 2013-14 final base salary multiplied by the participant’s current FTE (full-time equivalence).

d) The Normal Form of Benefit shall be a monthly benefit paid for the lifetime of the participant.

Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:

a) Joint-and-survivor payments; and

b) Lifetime with a ten (10) year guarantee; and

c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.

The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon January 13, 2014 and shall not be subject to change thereafter.

College PARS benefits are scheduled to commence on August 1, 2014.

4. **Post-Employment Fringe Benefits**

Participants in the PARS Supplementary Retirement Plan shall be eligible for the same health benefits as currently available to ordinary retirees, provided they meet the age and service requirements for those benefits.

5. **Contract Administrator**

The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).
6. **Post Retirement Employment**

The District does not grant a guarantee of employment or re-hire right to any retiree or part-time/hourly employee.

Any employee accepting employment with the District after the date of retirement on a part-time/hourly basis is subject to all restrictions and limitations imposed by PERS and STRS respectively in order to maintain retirement status. The District accepts no responsibility for calculation, monitoring or otherwise ensuring compliance with such restrictions and limitations, or for any consequences to the individual’s retirement benefits for exceeding such limitations.

The above terms and conditions are accepted. The individuals signing below each warrants that he or she has the authority to execute this Agreement on behalf the party represented. Executed this November 14, 2013 at 1:00 p.m. at Pasadena, California.

Dated: November 14, 2013

**PASADENA CITY COLLEGE MANAGEMENT ASSOCIATION**

By: [Signature]

David Doughess, President

Dated: November 14, 2013

**PASADENA AREA COMMUNITY COLLEGE DISTRICT**

By: [Signature]

Mark Rocha, President/Superintendent
MEMORANDUM OF UNDERSTANDING BETWEEN PACCD
AND CONFIDENTIAL MEET AND CONFER GROUP
SERP 2013-2014 Plan

The Memorandum of Understanding (MOU) is made by and between the Pasadena Area
Community College District ("District") and the Confidential Meet and Confer Group
("Confidentials").

The District agrees to offer a PARS Supplementary Retirement Plan (SERP 2013-2014 Plan) to all eligible employees of Confidentials who wish to voluntarily exercise their option to separate from District service, and Confidentials hereby accepts the SERP 2013-2014 Plan on the following terms:

1. **Eligibility**

Employees who are eligible to participate:

a) Are employed by the College as of January 13, 2014;
b) Have at least five (5) years of full-time equivalent years of College service immediately prior to retirement as of June 30, 2014;
c) Are at least fifty-five (55) years of age as of June 30, 2014;
d) Have resigned from College employment effective on June 30, 2014; and

e) Have retired under STRS/PERS effective on July 1, 2014.

2. **Participation Requirements**

Participation requires:

a) Submission of required PARS enrollment materials and College Letter of Resignation for receipt in the PARS office no later than January 13, 2014;
b) Resignation from College employment effective on June 30, 2014; and
c) Retirement from STRS/PERS effective on July 1, 2014.

Participation is automatically locked in at the close of the enrollment window of January 13, 2014, and resignations may not be rescinded.

Participating employees shall not be eligible for any other College sponsored retirement incentive programs.
3. Incentive Payments

Regarding the basic incentive
   a), the College shall make non-elective employer contributions to the participant’s 403(b) annuity contract held by Pacific Life Insurance Company.
   b) The sum of the contributions shall equal 75% of Final Pay, and shall be made according to the following schedule:

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<td>July 10, 2015</td>
<td>15%</td>
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<tr>
<td>July 10, 2016</td>
<td>15%</td>
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<tr>
<td>July 10, 2017</td>
<td>15%</td>
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<tr>
<td>July 10, 2018</td>
<td>15%</td>
</tr>
</tbody>
</table>

**Total Contributions 75%**

   c) For purposes of this plan, Final Pay shall be defined as the 2013-14 final base salary multiplied by the participant’s current FTE (full-time equivalence).
   d) The Normal Form of Benefit shall be a monthly benefit paid for the lifetime of the participant.

   Alternative monthly forms of payment of equivalent present value to the basic benefit shall be offered. They shall include:
   a) Joint-and-survivor payments; and
   b) Lifetime with a ten (10) year guarantee; and
   c) Fixed term monthly payments from five (5) to fifteen (15) years. These payments are guaranteed to the participant for the full term selected.

The amount of monthly cash payment shall be fixed upon annuity purchase date and shall not be subject to increase thereafter.

The choice of form of payment (and the choice of payment beneficiary if choosing a joint and survivor form of payment) shall become final upon January 13, 2014 and shall not be subject to change thereafter.

College PARS benefits are scheduled to commence on August 1, 2014.

4. Post-Employment Fringe Benefits

Participants in the PARS Supplementary Retirement Plan shall be eligible for the same health benefits as currently available to ordinary retirees, provided they meet the age and service requirements for those benefits.

5. Contract Administrator

The Contract Administrator for the Retirement Incentive shall be Public Agency Retirement Services (PARS).
6. Post Retirement Employment

The District does not grant a guarantee of employment or re-hire right to any retiree or part-time/hourly employee.

Any employee accepting employment with the District after the date of retirement on a part-time/hourly basis is subject to all restrictions and limitations imposed by PERS and STRS respectively in order to maintain retirement status. The District accepts no responsibility for calculation, monitoring or otherwise ensuring compliance with such restrictions and limitations, or for any consequences to the individual's retirement benefits for exceeding such limitations.

The above terms and conditions are accepted. The individuals signing below each warrants that he or she has the authority to execute this Agreement on behalf the party represented. Executed this November 14, 2013 at 2:45 p.m. at Pasadena, California.

Dated: November 14, 2013

CONFIDENTIAL MEET AND CONFER GROUP

By: ____________________________

Cynthia Smith, Representative

Dated: November 14, 2013

PASADENA AREA COMMUNITY COLLEGE DISTRICT

By: ____________________________

Mark Rocha, President/Superintendent