



Glendale Teachers Association
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SENT VIA EMAIL

May 29, 2020

Dr. Darnieka Watson
Chief Human Resources Office/Operations Office
Glendale Unified School District
223 N. Jackson St.
Glendale, CA 91206

Re: Step Two Grievance on behalf of the Glendale Teachers Association-COVID-19 Memorandum of Understanding

Dear Dr. Watson:

Pursuant to Article 6, Section 9 b of the Collective Bargaining Agreement between the Glendale Teachers Association and the Glendale Unified School District, this letter is notification of a Step Two grievance over the violation of contractual rights as established in the COVID-19 Memorandum of Understanding (MOU), executed on March 29, 2020, and any other applicable articles and sections of the COVID-19 MOU and/or Collective Bargaining Agreement.

The COVID-19 MOU, 8a. states, "Unit members may be asked to remotely attend previously calendared (prior to school closures) faculty, grade level/department meetings, and/or professional development sessions in large or small groups as needed. All such sessions will be scheduled during the contractual day. In accordance with Article 7, Section 4 of the Collective Bargaining Agreement, "Meetings in excess of the above described meetings shall either be called only in emergencies or shall be entirely voluntary."

This grievance arises for the following reasons:

- Members have been notified to participate in the following mandatory meetings/professional development sessions, which were scheduled after school closures, are non-emergency, and are in excess of all previously scheduled meetings prior to school closures:
 - English 3D on June 4th and 5th from 12 pm to 3 pm for summer ELL teachers;
 - Summer School PD on June 11th from 12 pm to 3 pm, and June 12th from 8 am to 11 am, for all summer school teachers;
 - Science Training on June 1st and 4th from 10 am to 12 pm for Kinder teachers, June 1st and 4th from 1 pm to 3 pm for 1st grade teachers, June 2nd and 5th from 10 am to 12 pm for 2nd grade teachers, June 2nd and 5th from 1 pm to 3 pm for 3rd grade teachers, June 3rd and 8th from 10 am to 12 pm for 4th grade teachers, and June 3rd and 8th from 1 pm to 3 pm for 5th grade teachers;
 - Green Ninja Science Training on May 21st from 9 am to 11 am and May 27th from 1 pm to 3 pm for 6th grade teachers, May 22nd from 9 am to 11 am and May 29th from 9 am to 11 am for 7th grade teachers, and May 22nd from 1 pm to 3 pm and May 29th from 1 pm to 3 pm for 8th grade teachers;

- Any and all other meetings that were not scheduled prior to school closures and that members have been directed to attend.

On May 19th, I sent an email to you regarding a notification sent to members to participate in Green Ninja trainings. I shared that members had not previously calendared this meeting, but had been sent an email from the Department of Teaching and Learning directing their participation. There was no indication in the email that the meeting was voluntary, or that there would be other “options available” in the summer and fall, as you indicated in your response. I requested that all impacted members be notified that the training is voluntary, and that summer and fall options would be available. This request has not yet been fulfilled to my understanding.

GTA seeks as remedy for this grievance the following:

1. Adherence to all conditions of the COVID-19 MOU and the applicable portions of the Collective Bargaining Agreement.
2. Members be paid at their “hourly rate of pay” as defined in Article 7, Section 1 c, for any and all meetings they have attended that were not previously calendared prior to school closures.
3. The elimination of all mandatory meetings/professional development sessions scheduled after school closures **or** clearly identify these meetings to all impacted members as strictly “voluntary.” If the latter option is chosen, members who choose to participate shall be paid at their “hourly rate of pay,” as defined in Article 7, section 1 c.
4. All communication from the District to unit members clearly be identified as a “directive” or “voluntary”, from the initial communication and beyond.

Thank you for your time and concern in this matter. I look forward to your timely response so this grievance may be resolved as quickly as possible. Please do not hesitate to contact me if I can be of assistance.

Sincerely,



Taline Arsenian
President

cc: Mr. Nate Banditelli, Executive Director, Glendale Teachers Association
Dr. Armina Gharpetian, GUSD Board President
Dr. Vivian Ekchian, GUSD Superintendent