

**MEMORANDUM OF UNDERSTANDING BETWEEN
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND
HART DISTRICT TEACHERS ASSOCIATION
REGARDING PROFESSIONAL LEARNING OPPORTUNITIES**

This Memorandum of Understanding ("MOU") is entered into this 12th day of July 2018, by and between William S. Hart Union High School District ("District") and Hart District Teachers Association ("HDTA") (collectively referred to herein as the "Parties") regarding Appendix A, Sections A.1.9, and A.2.9, of the Collective Bargaining Agreement ("CBA") between the parties.

Whereas, Appendix A, Teacher-Librarian-Counselor-Nurse Salary Schedule, and Psychologists Salary Schedule, sections A.1.9, and A.2.9, state the hourly salary for unit members shall be \$34.00 per hour.

Whereas, the Parties agree that there is a need to create expanded learning opportunities for unit members.

IT IS, THEREFORE, NOW AGREED BY AND BETWEEN THE PARTIES THAT:

1. This MOU shall become effective on the date of its execution and approval by each party.
2. Except as stated in Paragraph 3 below, the Parties agree that unit members attending any of the District approved Professional learning Opportunities, listed on the District Website under Special Programs/Professional Learning, shall be compensated in the following manner:
 - a. For each session of Professional Learning Opportunities attended, each unit member will have the option to be paid the contractual hourly rate (\$34) for two hours of attendance or receive one period of class coverage up to a maximum of six (6) periods.
 - b. Unit members may "bank" periods and use it for a minimum of one (1) class period up to a maximum of six (6) class periods for one full day of coverage.
 - c. With the approval of the site principal, class coverage shall be pre-arranged by the respective unit member adhering to site protocols for class coverage.
 - d. Unit members shall sign-in and remain for the entire session to receive compensation.
 - e. Pre-registration is required and space may be limited, therefore registration is based on a first come, first served basis.
 - f. Unit members must use "banked" class periods prior to the end of the 2018-19 school year. There shall be no carry-over or buy out of class periods.
3. Unit members will be compensated for attending a particular session topic one time only. Members will not receive compensation for repeated attendance at the same session topic.
4. Because this professional development is required for unit members participating in the Hart Induction Program, such unit members will not be compensated in accordance with this MOU.
5. The Parties agree that this MOU will terminate on June 30, 2019, unless the Parties negotiate to include the terms of the MOU in the CBA.
6. This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the CBA.

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

By: Michael Vierra
Michael Vierra, Ph.D.

Date: 7/12/18

HART DISTRICT TEACHERS ASSOCIATION

By: John E Ahart
John Ahart

Date: 7/12/18