

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT AND  
HART DISTRICT TEACHERS ASSOCIATION  
REGARDING PARENTAL LEAVE**

This Memorandum of Understanding ("MOU") is entered into this 5<sup>th</sup> day of December, 2018, by and between William S. Hart Union High School District (hereinafter referred to as "District") and the Hart District Teachers Association ("HDTA") (collectively referred to herein as the "Parties") regarding Article XIII and Parental Leave.

Whereas, the Parties' Collective Bargaining Agreement ("CBA"), Article XIII, Leaves, Section 13.18, provides for parental leave rights as authorized by Education Code section 44977.5, and

Whereas, AB 2012 amended Education Code section 44977.5 to provide persons, who has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave, and employed in a position requiring certification qualifications to receive no less than 50% of his or her regular salary for the remaining portion of the 12-workweek period.

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. Amend Section 13.18.2 as follows:

When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("CFRA," Government Code 12945.2), the unit member shall receive differential pay, or fifty percent (50%) of his or her regular salary, whichever is greater, for the remaining portion of the 12-workweeks of parental leave.

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**

By: Michael Vierra Date: 12-5-18  
Michael Vierra, Ph.D.

**HART DISTRICT TEACHERS ASSOCIATION**

By: John Ahart Date: 12/5/18  
John Ahart, Lead Negotiator