

**Memorandum of Understanding
Between
Visalia Unified School District
And
Visalia Unified Teachers Association**

**Elementary Schedule
2026-2028
(TK-6 and TK-8 Sites)**

This memorandum of understanding (“MOU”) is entered into and between Visalia Unified School District (“District”) and the Visalia Unified Teachers Association (“VUTA”) (collectively “Parties”). The Parties’ current Collective Bargaining Agreement (“CBA”) is effective through June 30, 2026. The Parties entered into an MOU regarding Elementary Schedule (TK-6 and TK-8 Sites) dated March 12, 2024, related to visual arts, performing arts and physical education instruction, and elementary schedules for the 2024-2025 and 2025-2026 school years, which was updated and amended for the 2025-2026 school year through an MOU dated May 15, 2026 (“Elementary Schedule MOU”). This MOU sets forth the Elementary Schedule for the 2026-2027 and 2027-2028 school year (“2026-2028 Elementary Schedule MOU”).

Recitals

A. WHEREAS, during the 2023-2024 school year, the District implemented certain changes to the elementary school schedule to increase visual and performance arts (“VAPA”) instruction and programs in public education funded through Proposition 28.

B. WHEREAS, in its tentative agreement for the 2023-2024 contract year, VUTA and the District acknowledged their commitment to continually improve processes and systems (rooted in research and guided by data) that result in positive, transformational student outcomes. To ensure improved student learning outcomes, the parties acknowledged the need for consistency in the following areas:

- balanced models of instruction and assessment;
- grade appropriate, and standards-based instruction focused on authentic student engagement;
- aligned high quality Board-approved resources;
- research-based systems of support; and
- a safe learning environment for students and staff.

To achieve these commitments, a system of continuous improvement, including coaching and feedback cycles, is necessary for staff growth, development, and retention.

C. WHEREAS, in fulfilling this commitment, VUTA and the District made certain modifications to District’s elementary school schedule in the Elementary Schedule MOU to

enhance student learning, provide common preparation time to teachers, and invest in Professional Learning Communities (“PLC”).

D. WHEREAS, the Elementary Schedule MOU provides site administrators with designated time to support teachers with collaborative professional learning. The goal of collaborative professional learning is aimed at developing collective teacher efficacy, which leads to improved student performance, mitigating negative effects of socioeconomic status, enhances parent/teacher relationships, and a work environment that builds teacher commitment to the school and students.

E. WHEREAS, the Parties now desire to enter into this 2026-2028 Elementary Schedule MOU to address these matters for the 2026-2028 school years, including certain changes to continue to improve upon the practices of the prior years. The Parties intend that the terms of this MOU shall supersede any provision of the CBA that are in conflict with it.

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. The foregoing Recitals are incorporated in this Agreement.
2. The term of this Agreement shall be from July 1, 2026, through June 30, 2028. The term may be extended by mutual written agreement of the Parties.
3. The terms of this Agreement shall apply to all TK-6th grade and TK-8th grade school sites (“Elementary Schools”). The terms of this Agreement shall not apply to traditional 7th-8th grade middle school sites.
4. On regular instructional days, Elementary Schools shall begin instruction at 8:10 AM and dismissal shall be at 2:30 PM.
5. At Elementary Schools, all unit members shall report to school sites by 8:00 AM.
6. At Elementary Schools, classroom teachers shall facilitate student transition after dismissal from 2:30 PM to 2:40 PM.
7. From 2:40 to 3:30 PM, classroom teachers at Elementary Schools shall have the following weekly schedule:
 - a. Monday: Staff meetings, subject to the terms agreed upon in the CBA, except that such meetings shall conclude by 4 PM and VUTA business shall be conducted after 4 PM.
 - b. Tuesday: Preparation time
 - c. Wednesday: PLCs, subject to the terms agreed upon in the CBA.
 - d. Thursday: Collaborative professional learning, with flexibility to change the day of the week to Tuesday or Friday in collaboration with site administration to meet site needs.

- e. Friday: Preparation time.
8. For grades K-8th at Elementary Schools, all students will receive 50 minutes, two days per week, of physical education ("PE") instruction taught by a PE teacher without the support of the classroom teacher. For grades K-8th, all students will receive 50 minutes, one day per week, of VAPA instruction taught by a VAPA teacher.
 9. For TK at Elementary Schools, all students will receive 50 minutes, two days per week, of VAPA instruction taught by a VAPA teacher without the support of the classroom teacher. For TK, all students will receive 50 minutes, one day per week, of PE instruction taught by a PE teacher.
 10. TK-8th grade classroom teachers at Elementary Schools will have a preparation period two (2) days a week after school and three (3) preparation periods when their students are with PE or VAPA specialists. TK-8th grade classroom teachers at Elementary Schools will have one additional 50 minute period per week for collaborative professional learning as set forth in Sections 7 and 14.
 11. In TK-4th grade, except for limited circumstances, PE and VAPA instruction shall be scheduled no earlier than 9:10 am so that classroom teachers can provide core instruction to students at the start of the school day ("Early Day Instruction"). PE and VAPA teachers shall engage in preparation time during Early Day Instruction.
 12. After students are released, but before the end of the contractual work day, PE teachers shall provide support to the Extended Learning Opportunity Program. The purpose of this support will be to provide academic support and physical education skill development. To the extent there are optional VAPA course offerings after students are released, but before the end of the contractual work day, VAPA teachers shall provide VAPA skill development for students. Both VAPA and PE teachers may be required to directly supervise students and take student attendance for attendance recovery purposes.
 13. In addition to the VAPA instruction set forth above, VAPA teachers shall provide one additional 50 minute "pull out" instructional period for 5th and 6th grade students enrolled in band and orchestra. During this "pull out" band and orchestra instruction, the classroom teacher shall provide intervention and acceleration for remaining students on their roster.
 14. Based on the priorities and input from the Guiding Coalition, grade level teams will identify collaborative professional learning activities based on student learning outcome data. Examples include:
 - a. Building instructional knowledge and skills
 - i. Coaching opportunities: Support from- Instructional Coach, Mentor Teacher, Site Admin., and/or peers;
 - ii. Investigating the relationships between instructional practices and student work;

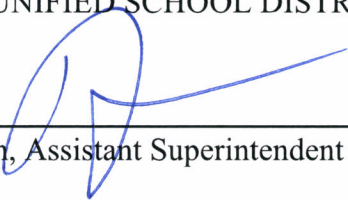
- b. Creating opportunities for teachers to collaboratively sharing skills and experiences
 - i. Sharing instructional practices
 - ii. Build knowledge through the study of relevant research and application to practice
- c. Interpreting results and providing actionable feedback on teachers' performance.
 - i. Expanded actions related to PLC
 - ii. Data conversations
 - iii. Calibration of assessment and instruction
 - iv. Allows for opportunities to hold meetings (e.g. IEP, 504, evaluation) that would otherwise occur after school
- d. Curriculum design and support of best first instruction
 - i. Review of sequence, pacing and resources
 - ii. Based on PLC data, lesson design for first instruction, re-teach, remediation, acceleration or deployment

Collaborative professional learning is not a preparation period, duty-free break, or supervision/adjunct duty. Administrators shall not require a professional learning journal of collaborative professional learning activities.

15. The school calendar will include seven (7) days in the Fall and three (3) days in the Spring of parent-teacher conferences. Bargaining unit members shall remain at school from 5:00 PM to 7:00 PM on one of the conference days in the Fall to facilitate conferences with parents during this time.

16. The Parties agree that this MOU shall not create a precedent for any purpose.

VISALIA UNIFIED SCHOOL DISTRICT

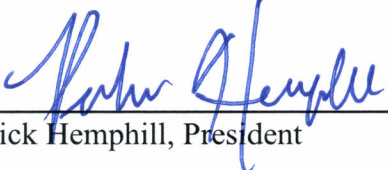


Ben Dhillon, Assistant Superintendent

Date: _____

6/8/26

VISALIA UNIFIED TEACHERS ASSOCIATION



Patrick Hemphill, President

Date: _____

6/19/26