

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

Part C Program

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, 2027. This MOU addresses the Parties agreement regarding the District's delivery of services as a vendor to the Central Valley Regional Center ("CVRC") for the 2026-2027 school year.

Recitals

- A. WHEREAS, the District has been awarded a contract as a vendor to CVRC to provide early intervention services for children from birth to three years old ("Part C Program").
- B. WHEREAS, Part C Program services include instruction by early childhood special education teachers and speech and language pathologists, positions that are within the VUTA bargaining unit.
- C. WHEREAS, the Parties now desire to enter into this MOU to address working conditions for bargaining unit members delivering Part C Program services. Where the terms of the CBA and this MOU conflict, this MOU shall take precedence. To the extent terms are not addressed in this MOU, the terms of the CBA shall apply.

Agreement

NOW, THEREFORE, the Parties agree as follows:

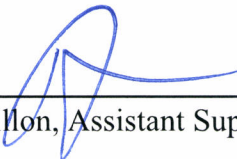
- 1. The foregoing Recitals are incorporated in this Agreement.
- 2. The term of this Agreement shall be from July 1, 2026, through June 30, 2027. The term may be extended by mutual written agreement of the Parties.
- 3. The terms of this Agreement shall apply to all bargaining unit members delivering Part C Program services where the District is a vendor to CVRC.
- 4. **Work Year.** Bargaining unit members shall have a 184-day work year, on a year round basis. Each bargaining unit member shall have a work grid, identifying their workdays

each year to meet program needs. No work days shall be identified on a Saturday, Sunday or designated holiday. The work grid for each bargaining unit member shall ensure a minimum of two, 10 day summer breaks, excluding holidays.

5. **Daily Schedule and Reporting Location.** Bargaining unit members shall work with the program director to identify a daily schedule and reporting location based on case load and student need. Bargaining unit members shall have a professional work day and shall work the number of work hours identified in the CBA. However, the start time, end time, and timing of breaks will be flexible to adapt to case load and student need.
6. **Transfers.** Early childhood special education teaching positions within the Part C Program are not eligible for selection through the involuntary transfer process (Article VI. D.6). Voluntary transfers shall occur in accordance with the procedures outlined in Article VI, section C.
7. **Case Management/Preparation.** The home based model and that the role and responsibility of bargaining unit members supporting the Part C Program focuses on teaching and consultation with the parents in the home with material in the environment. Case management is required and shall be completed in a manner consistent with CVRC requirements, as this may differ from the District model. Bargaining unit members shall not be required to conduct assessments for special education eligibility. Taking this into account, bargaining unit members shall be provided one case management period, in lieu of two 50 minute preparation and case management periods set forth in the CBA.
8. **Safety.** The District shall provide bargaining unit members a half day training for any staff who will be delivering in-home services. The first time bargaining unit members visit a home, they shall be accompanied by another person and provided an opportunity to report any concerns regarding the home. Should any safety concerns arise during the course of providing ongoing services, the program supervisor will meet with the bargaining unit member to create a plan to address those issues.
9. **Reimbursement.** Bargaining unit members shall be reimbursed for mileage in accordance with Board Policy. Mileage will be reimbursed for travel from the bargaining unit member's first reporting location each day for any work related travel during the day and until completion of travel at the last reporting location. Bargaining unit members will not be reimbursed to and from home to a reporting location or for non-work related travel.
10. **District Technology.** Bargaining unit members shall be provided with a District issued laptop and cell phone for work related to Part C Program.
11. **No Extra Duty Pay.** Bargaining unit members shall not be eligible for extra duty pay provided for SLP and Ed Specialists serving other District programs

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

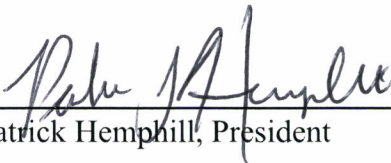
VISALIA UNIFIED SCHOOL DISTRICT



Ben Dhillon, Assistant Superintendent

Date: 5/22/26

VISALIA UNIFIED TEACHERS ASSOCIATION



Patrick Hemphill, President

Date: 5/22/26