

Memorandum of Understanding
Between
The Upland Unified School District
And
The Upland Teachers Association

Baldy View Elementary School Dual Language Immersion Transition

The District and Association agree to the following:

For the duration of this MOU, the following articles of the Collective Bargaining Agreement (CBA) shall not apply to teachers assigned to Baldy View Elementary School that do not hold a Bilingual, Cross-cultural, Language and Academic Development (BCLAD) credential and were employed in the Upland Unified School District as a probationary or permanent certificated employee during the 2025-2026 school year:

16.5.1.2, 16.5.1.3, 16.5.1.4, 16.5.1.5, 16.5.1.11, 16.5.1.12, 16.6.7, and 16.6.7.1

Teachers assigned to Baldy View Elementary School that do not have the appropriate credentials to teach in a Dual Language Immersion (DLI) classroom shall be:

- a. granted the right to transfer to any site in the District where there is an open position for which they are qualified at any time during the school year
- b. accorded first priority for filling any new or vacant positions that arise at any school for which they have an appropriate credential.

If two or more unit members desire the same position, under the terms of this MOU, the transfer shall be made based on District seniority which is defined as the unit member's initial date of service in the bargaining unit.

The District will maintain a list of seniority and inform the affected teachers of positions in order of District seniority as they become available.

Unit members desiring to be transferred out of Baldy View Elementary School under the conditions of this MOU shall not have to interview for any open positions for which they have an appropriate credential.

Unit members desiring to be transferred out of Baldy View Elementary School under the conditions of this MOU shall be placed before any voluntary and/or involuntary transfers out of all other sites in the District.

The unit member shall be given three (3) days of release time with a substitute or three (3) days' pay at the unit member's daily rate of pay whenever the unit member is transferred to a new site. These three (3) days shall be taken during the summer recess period, if possible.

If requested, the District shall provide moving service before the start of the new assignment.

This MOU shall expire on June 30, 2030.

District Representative

Association Representative

Date

Date

Upland Unified School District

Upland Teachers Association