

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

Upland Elementary School to Upland Academy of the Arts Transition

The District and Association agree to the following:

For the 2025-2026 school year, the following articles of the Collective Bargaining Agreement (CBA) shall not apply to teachers, currently assigned to Upland Elementary School, that are subsequently assigned to Upland Academy of the Arts (currently titled Upland Junior High School) for the 2026-2027 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*
(*shall not apply through the 2026-2027 school year)

Teachers assigned to Upland Academy of the Arts (currently titled Upland Junior High School) in grades 4 through 6 for the 2026-2027 school year 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
- 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 and the Baldy View Elementary School Dual Language Immersion Transition 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 Upland Academy of the Arts (currently titled Upland Junior High School) in grades 4 through 6 for the 2026-2027 school year 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 Upland Academy of the Arts (currently titled Upland Junior High School) in grades 4 through 6 for the 2026-2027 school year under the conditions of this MOU shall be placed before any voluntary and/or involuntary transfers out of all other sites in the District.

In the event that there are no open positions for the 2026-2027 school year for which the unit member is qualified, the unit member shall reserve the right to transfer under the terms of this MOU until a position is open for which the unit member qualifies.

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, 2026.