

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

**Pathways Prep Academy Dependent Charter**

Unit members assigned to the Pathways Prep Academy Dependent Charter shall be considered District employees, subject to all rights and responsibilities set forth by law, District policies, and the Collective Bargaining Agreement, except as specified herein.

The District and Association agree as follows:

For the 2026-2031 school years, the following Articles of the collective bargaining agreement (CBA) shall not apply to unit members in the Pathways Prep Academy Dependent Charter (hereby referred to as the Pathways Charter):

5.8.1, 13.1.1, 13.1.2, 13.3.1, 13.3.1.1, 13.3.2, 13.4.2, 13.8.1, 13.8.2, 14.1.1, 14.1.5, 14.1.5.1, 14.1.6, Appendix A IV, Appendix A XIII K, Appendix G II, and Appendix I.

**The following working conditions shall apply to unit members assigned to the Pathways Prep Academy Dependent Charter:**

- I. Unit members shall be paid for an 8-hour workday, including a thirty (30) minute duty-free lunch. Responsibilities beyond the workday include attendance at IEP meetings within reason.
- II. Unit members shall arrive fifteen (15) minutes before the start of instruction and remain for fifteen (15) minutes after the end of instruction as part of the workday. Student supervision and other adjunct duties shall be assigned during these fifteen (15) minute time periods. Additional adjunct duties may be assigned as per Article 13.1.5.
- III. Unit members shall engage in ninety (90) minutes of staff meetings, professional learning, and collaboration per week as directed by administration on a reduced student instruction day as part of the workday.
- IV. Ten (10) minutes shall be provided twice a month for Association announcements during the time allotted for staff meetings, professional learning, and collaboration, provided that any unit member who does not wish to participate shall be provided the opportunity to leave.
- V. All general education teachers shall be provided one (1) conference period per day. The conference period shall be the same length as the regular class period. Teachers will be required to engage in observation of instruction two times per month for thirty (30) minutes per observation during their conference period as part of the Pathways Charter professional learning model.
- VI. Teachers may be required to substitute teach during their conference period no more than five (5) times in a school year. Teachers who substitute during the conference period shall be paid at the rate set forth in Appendix "A".

- VII. Unit members shall be required to participate in up to ten (10) events outside of the work day, with each event not to exceed two (2) hours in length.
- VIII. Pathways Charter unit members shall receive a factor of 1.05 of their respective salary schedules as compensation for the ten days unit members are required to participate in an event outside of the workday.
- IX. All teachers assigned to Pathways Charter shall provide instruction for 180 days per year. In addition, teachers shall have three (3) in-service days prior to the first day of student instruction, four (4) in-service days scheduled during the school year, and three (3) in-service days immediately following the last day of student instruction. The six (6) additional days shall be at the teacher's daily rate. The total work year shall be 190 days.
- X. All counselors assigned to Pathways Charter shall provide services to students for 180 days per year. In addition, counselors shall have three (3) in-service days prior to the first day of student instruction, four (4) in-service days scheduled during the school year, and three (3) in-service days immediately following the last day of student instruction, as well as four (4) additional work days as mutually agreed upon. The ten (10) additional days shall be at the counselor's daily rate. The total work year shall be 194 days. Office space shall be provided for counselors.
- XI. The Pathways Charter shall have four (4) early release days for parent conferences. There shall be two (2) at the midpoint of the first semester and two (2) at the midpoint of the second semester. Conference dates shall be determined in consultation with the Pathways Charter shared decision-making committee.
- XII. The last day of the school year shall be a minimum day.
- XIII. The 2026-2027 school year shall be from August 10 through May 28.
- XIV. A separate Pathways Charter calendar will be created annually listing all instructional days, non-instructional days, and non-contract days.
- XV. The Pathways Charter shall maintain a student-to-teacher ratio of 27.5 to 1 (32:1 based on a four-period day with a conference period).
- XVI. No individual teacher caseload shall exceed 175 students, and no more than 2 course sections shall exceed 35 students. Classes and caseloads out of compliance must be level within three weeks.
- XVII. For the 2027-2028 school year only, Physical Education classes shall not exceed 50 students per class. A Physical Education Aide will be assigned to the Pathways Charter for that school year.
- XVIII. Special Education teachers shall be assigned to collaborate with general education teachers and shall not have co-teaching or Specialized Academic Instruction assignments.
- XIX. Special Education teachers shall be assigned to collaborate in classes with general education teachers for three (3) periods of instruction per day, and will be

assigned one (1) period per day, during Pathway time, as a combined conference period and case management period as part of their four-period day.

- XX. The Pathways Charter shall maintain a counselor-to-student ratio of an average of 100 to 1. No individual counselor caseload shall exceed 120 students.
- XXI. If classes and/or caseloads are not leveled after three weeks, unit members with class sizes and/or caseloads over the maximum number(s) shall be compensated at the rate of \$3.00 per student per day for the students over the maximum number.
- XXII. The Department Chairperson Team shall be composed of one (1) site administrator and six (6) bargaining unit members who have been elected to represent their respective departments from:
1. Math
  2. Social Studies and Humanities
  3. English
  4. Science
  5. Counseling
  6. Certificated Other: Special Education, Physical Education, and all other certificated staff assigned to the Pathways Charter not in a department listed in departments 1-5 above.
- XXIII. Any unit member who assumes the duties and responsibilities of a Department Chairperson in the Pathways Charter shall be paid a stipend of \$1500.00 for chairing a department.
- XXIV. There shall be no involuntary teacher transfers into the Pathways Charter.
- XXV. Unit members assigned to the Pathways Charter shall be considered probationary to the Pathways Charter for the first two years of the assignment. There shall not be a diminution of employment status in the District while on Pathways Charter probationary status. The probationary status within the Pathways Charter shall not impact the unit member's employment status, permanency status, or seniority status in the District. Unit members will continue to accrue permanency and District seniority for transfer, layoff, reduction in force, and all other contractual or legal purposes while assigned to the Pathways Charter, including during the two-year probationary period.
- a. During the two-year probationary period, unit members may be transferred out of the Pathways Charter without cause, and without following the due process and appeals procedures in section XXVI. The unit member shall be notified in writing on or before the close of school. Upon request, the unit member shall be entitled to a meeting with the Pathways Charter principal prior to the effective date of the transfer.
  - b. Unit members who are involuntarily transferred out of the Pathways Charter within the two-year probationary period shall have the right to return to their previous site, or, at their choosing, may select a position from all open positions for which they are qualified.

- c. Unit members involuntarily transferred out of the Pathways Charter within the two-year probationary period shall be given three (3) days of release time with a substitute or three (3) days' pay at the unit member's daily rate. 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.

XXVI. After the two-year probationary period, an involuntary transfer for cause from the Pathways Charter may be initiated by the Pathways Charter principal in consultation with Human Resources and shall not be arbitrary, capricious, or punitive.

- a. The District and Association agree to the following conditions under which a unit member may be involuntarily transferred from the Pathways Charter to a non-charter site within the District after the two-year probationary period:

- i. **Chronic Non-Participation in Core Charter Expectations:** The unit member repeatedly fails to participate in the ten (10) required events outside of the workday without advance permission, despite sufficient advance written notice of such events. One or more conferences have been held between the principal or designee and the unit member to discuss expectations and suggestions for improvement. Attendance records, documented refusal to participate, or documented consistent last-minute absences without permission may serve as evidence.

- ii. **Failure to Collaborate in Professional Learning and Planning:** The unit member has been documented as refusing or failing to engage in required team planning, professional learning, and/or other collaborative work. One or more conferences have been held between the principal or designee and the unit member to discuss expectations and suggestions for improvement.

- iii. **Persistent Unprofessional Conduct Concerns:** The unit member's actions have resulted in a pattern of formal written complaints or documented administrative interventions due to the unit member's unprofessional conduct, and such documented conduct continues after one or more conferences have been held between the principal or designee and the unit member to discuss expectations and suggestions for improvement.

- iv. **Programmatic Reconfiguration or Reduction:** A reduction, elimination, or restructuring of a course, grade-level configuration, or program results in the need to change staffing.

b. Due Process

- i. Upon the non-application of the conditions listed in section "a" above, the unit member shall be apprised of the condition that the unit member is alleged to have violated.

- ii. The unit member shall first be counseled as to the necessity of following such conditions. The unit member shall be informed that the consequences of continued non-compliance may lead to an involuntary transfer out of the Pathways Charter. A conference

summary of the meeting shall be provided to the unit member, but shall not be placed in the unit member's personnel file.

- iii. A unit member shall not be involuntarily transferred out of the Pathways Charter for any violation of conditions of which the unit member has not been apprised.
- iv. The District shall notify the Association of any meeting to be held with a bargaining unit member regarding the non-application of the conditions listed in b above. Notice shall be made to the Association prior to the meeting and include the name of the bargaining unit member as well as the date, time, and location of the meeting.
- v. The unit member shall have the right to Association representation at all meetings regarding the non-application of the conditions listed in a above.
- vi. All information or proceedings regarding any actions or proposed actions pursuant to MOU section XXV shall be kept confidential by the parties.

c. Appeals

- i. The unit member may appeal an involuntary transfer in writing to the Assistant Superintendent of Human Resources within ten (10) duty days of receipt of the written notice of involuntary transfer.
  - ii. The District shall provide the unit member with a final written decision within fifteen (15) duty days of receipt of the unit member's appeal.
- d. Unit members voluntarily or involuntarily transferred out of the Pathways Charter after the two-year probationary period shall select a position from all open positions in the District for which they are qualified and may bypass the interview process in Articles 16.5.1.2, 16.5.1.3, 16.5.1.3.1, 16.5.1.4, 16.5.1.5, 16.5.1.6, 16.5.1.7, 16.5.1.8, 16.5.1.11, 16.5.1.12, and 16.5.1.13.
- e. In the event that there are no open positions for which the unit member is qualified, the unit member may not be transferred out of the Pathways Charter until such a position becomes open.
- f. When a certificated bargaining unit member is transferred out of the Pathways Charter during the school year, the unit member shall be given prior written notice of such transfer in order to prepare for the new assignment.
- g. Unit members voluntarily or involuntarily transferred out of the Pathways Charter 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. 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.

- h. The following articles of the Collective Bargaining Agreement shall not apply to Pathways Charter involuntary transfers under section XXV and XXVI above: 16.6.2, 16.6.3, 16.6.3.1, 16.6.3.2, 16.6.3.3, 16.6.3.4, 16.6.3.5, 16.4, 16.4.1, 16.4.2, 16.4.2.1, 16.6.7 and 16.6.7.1.
- i. Any involuntary transfers out of the Pathways Charter for reasons other than those listed in sections XXV and XXVI above shall be executed according to Article 16 of the Collective Bargaining Agreement.

XXVII. The compensation for Pathways Charter counselors shall be based on a ratio of 1.06 of placement on the non-Pathways Charter, UUSD Certificated Salary Schedule.

XXVIII. Unit members at Pathways Charter receiving stipends under Article 21.6.7.1 shall be paid at the stipend rate assigned to the continuation high school or junior high school, where applicable.

XXIX. Salary schedules will be created for the Pathways Charter, reflecting an extended work day, extended work year, and ten (10) duty events beyond the work day as specified above.

XXX. Language relating to the working conditions of Special Education teachers shall be added to this MOU upon the completion of negotiations currently underway between the District and the Association. Until such time, the current language in the Collective Bargaining Agreement shall be in effect.

To the extent the above provisions conflict with a provision in the CBA, the above provisions will control through the term of this MOU. All other CBA articles, except as specified herein or in a separate agreement, shall continue to apply to unit members at the Pathways Prep Academy Dependent Charter.

This MOU shall automatically reopen at the end of each school year through the 2030-2031 school year. In addition, this MOU may be reopened for discussion and potential modification at any time upon written request by either party.

This MOU shall expire on June 30, 2031. Upon expiration, the waivers, modifications, and additions to the CBA, as set forth herein, shall cease to be in effect unless otherwise agreed upon by the parties.

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District Representative      Date  
Ji Wang  
Assistant Superintendent, Human Resources

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Association Representative      Date  
Debbie Glenn,  
President, UTA