

**SIDE LETTER AGREEMENT  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF UPLAND AND THE UPLAND POLICE OFFICERS'  
ASSOCIATION FOR THE PERIOD OF 7/1/2021 TO 6/30/2022**

**WHEREAS** the City of Upland ("City") and the Upland Police Officers' Association ("Association") entered into a Memorandum of Understanding (MOU) covering the period of July 1, 2017 through June 30, 2022.

**WHEREAS** the MOU provides that there shall be no changes in wages, hours and working conditions during its term without the mutual consent of the parties.

**WHEREAS** the Parties have informally met, discussed, and agreed to revise Article 14- Education Incentive and POST Certificate Pay to comply with the requirement of a CalPERS audit for the period of 7/1/2021 to 6/30/2022.

**NOW, THEREFORE, THE PARTIES** do hereby agree as follows:

1. This side letter shall amend the wages, hours and other terms and conditions of employment set forth in the current MOU between the parties only to the extent specifically set forth herein. All other wages, hours and other terms and conditions of employment shall remain in full force and effect, and unaffected by this Agreement, unless specifically modified in a subsequent written Agreement by the parties.
2. Article 14- Education Incentive and POST Certificate Pay shall be amended to remove the requirement that the Education Incentive and POST Certificate Pay take effect when employees in the unit reach Step 4 in the salary schedule. All employees in the unit are eligible to receive the indicated pay regardless of what Step employee is receiving.
3. Article 14 shall be amended in its entirety to read as follows:

All employees in this unit will receive Education Incentive Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Associate's Degree (or equiv. college units)  
OR  
5% of base salary for a Bachelor's Degree (or equiv. college units)

All employees in this unit will receive POST Certificate Pay in the following amounts, effective January 1, 2006:

2.5% of base salary for an Intermediate POST Certificate  
OR  
5% of base salary for an Advanced POST Certificate

Eligible employees may only receive one payment amount within each category of Incentive Pay, to a maximum allowable of ten percent (10%) of base salary.

4. Except as expressly modified by this side letter, the provisions of the MOU shall remain unchanged.

**SIGNATURES ON FOLLOWING PAGE**

CITY OF UPLAND

Dated: 4/22/2025 | 1:25 PM PDT

DocuSigned by:

*Michael Blay*

ED26F9DEC3FF48A...

By: Michael Blay  
City Manager

Signed by:

*Cecilia Todd*

E9EFDB03A03F40C...

By: Cecilia Todd  
Deputy Director of Human  
Resources/Risk Management

UPLAND POLICE OFFICERS'  
ASSOCIATION

Dated: 4/22/2025 | 6:04 PM PDT

Signed by:

*Gabe Garcia*

F750AD74E1234CB...

By: Gabe Garcia  
President, UPOA

**SIDE LETTER AGREEMENT  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF UPLAND AND THE UPLAND POLICE OFFICERS'  
ASSOCIATION FOR THE PERIOD OF 7/1/2022 TO 6/30/2023**

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OR  
5% of base salary for a Bachelor's Degree (or equiv. college units)

All employees in this unit will receive POST Certificate Pay in the following amounts, effective July 1, 2022:

2.5% of base salary for an Intermediate POST Certificate  
OR  
7.5% of base salary for an Advanced POST Certificate

Eligible employees may only receive one payment amount within each

category of Incentive Pay, to a maximum allowable of twelve and one-half percent (12.5%) of base salary.

4. Except as expressly modified by this side letter, the provisions of the MOU shall remain unchanged.

CITY OF UPLAND

Dated: 4/22/2025 | 1:25 PM PDT

DocuSigned by:

*Michael Blay*

By: Michael Blay  
City Manager

Signed by:

*Cecilia Todd*

By: Cecilia Todd

Deputy Director of Human  
Resources/Risk Management

UPLAND POLICE OFFICERS'  
ASSOCIATION

Dated: 4/22/2025 | 6:04 PM PDT

Signed by:

*Gabe Garcia*

By: Gabe Garcia  
President, UPOA