


LETTER OF AGREEMENT  
between  
MODESTO CITY SCHOOLS  
and  
MODESTO TEACHERS ASSOCIATION

**RE: Additional Coach and Counselor Positions Based on Short-Term Funding**


This Agreement is entered into by and between Modesto City Schools District and the Modesto Teachers Association. The District and Association agree to the following:

1. In order to address the educational needs of students resulting from COVID, as well as to provide additional support for staff through expanded and targeted professional development, and to utilize new available funding sources, the District will add new positions in the following categories:
  - a. Job Embedded Professional Development Coach, PK-12
  - b. Multi-Tiered System of Support Instructional Coach
  - c. Counselor 7-8
  - d. High School Counselor
  - e. Other certificated positions established and funded by the funding sources identified in #2 below.
2. The intent of “Short-Term Funding” is to identify new positions added that are funded from resources that are not ongoing; rather, that have been allocated to the District on a 1-3 year basis (e.g. AB86, ESSER, and CARES funds). The use of the term is to acknowledge that the positions are “short-term” in nature and there shall be no expectation of continued funding beyond the duration of time the District is informed that the funding will be discontinued. As such, this Agreement is reached to establish clear terms for the selection process and return rights for certificated employees selected into positions to which this LOA applies.
3. The District shall determine the levels of service (i.e. number of positions) needed.
4. Where there are multiple positions within a category, the District may advertise one posting. The District may utilize the eligibility pool process to fill positions included herein. When so doing, the District will inform the Association and certificated staff in advance that the postings will be advertised.
5. Postings for positions included in this Agreement will be open to both internal and external applicants.
6. Certificated employees who are selected for and accept a position subject to this Agreement and funded accordingly will maintain employment rights based on District seniority and credentialing as outlined in the Collective Bargaining Agreement (“CBA”). The additional terms shall apply:
  - a. Certificated employees selected for positions subject to this Agreement shall be informed in writing of the expected discontinuance of funding that applies to their positions no later than December 31<sup>st</sup> of the school year during which the funding will conclude.
    - i. Example: If the funding source for a position will discontinue at the end of the 2023-24 school year, certificated employees to whom the funding applies will be notified by December 31, 2023 that the funding for their position will end at the conclusion of the school year.


- b. When a position is eliminated due to discontinued funding, certificated employees (excluding new hires to the District) will have the right to return to their previous school for the following school year after funding is discontinued.
  - c. The right to return to the previous school shall apply only to the year following the discontinuance of funding and shall not carry forward. Should additional ongoing funding be secured to extend the position(s) beyond the term of the short-term funding and the employee elects to continue in the position, the right to return to their previous school shall not be extended.
  - d. The returning employee will be included in the school site's staffing allocation when determining if a school or department is overstaffed.
  - e. If the school or department is overstaffed, the procedures for addressing overstaffed schools and departments will apply as outlined in the Collective Bargaining Agreement. This may impact the return of the teacher to the previous school.
  - f. Should the employee desire to not return to their previous school, the employee will be included in the overstaffing stage of the staffing process and have the opportunity to select from vacant positions District-wide (for which they are qualified) based on the employee's seniority relative to other employees who are also part of overstaffed schools or departments.
  - g. If the certificated employee desires to leave a position subject to this Agreement in a year prior to the year in which the funding will be discontinued (e.g. after Year 1 of a 3-year funded position), s/he shall remain in the current position unless s/he applies for and is selected for a different position in the District. There will be no expectation of returning the employee to the previous school/site.
7. Any action taken by the District based on performance-related concerns shall be consistent with procedures outlined in current Contract language (i.e. Article VIII – Evaluation Procedures; Article XIII – Transfers; Article XIV – Reassignment).
8. The provisions of this Agreement shall not be precedent setting for any purpose nor shall they be considered a past practice or evidence of a past practice for any future purpose.

  
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Yaser Herrera, Executive Director  
On behalf of Modesto Teachers Association

Dated: 5/26/2021

  
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Doug Burton, President  
On behalf of Modesto Teachers Association

Dated: 05/26/2021

  
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Mike Henderson  
Associate Superintendent, Human Resources  
On behalf of Modesto City Schools

Dated: 05/26/2021