

Memorandum of  
Understanding Between  
Yosemite Community College District (YCCD) and Yosemite Faculty Association  
(YFA) Regarding YCCD Rising Scholars Program and the Re-Entry and Enhanced  
Alternative to Custody Training (REACT) Center

Since 2015, Columbia College's Rising Scholars Program (previously called the Incarcerated Student Program (ISP)) has offered a substantial number of courses specifically for the incarcerated students at the Sierra Conservation Center (SCC) and associated fire camps. Rising Scholars courses have been offered in a variety of modalities, including face-to-face, online and correspondence. Courses are coordinated through the External Initiatives Office, which works with custody officials to ensure compliance with security and other measures. Modesto Junior College is collaborating with the Stanislaus County Sheriff's Department to offer classes at the REACT (Re-Entry and Enhanced Alternative to Custody Training) Center, a component of the County Jail, and, if successful, may expand to other units. This MOU recognizes the unique nature of these courses as well as the need to adhere to the YCCD/YFA Collective Bargaining Agreement (CBA).

This MOU shall be shared with faculty prior to their accepting any teaching assignment. Further, the content of this MOU will be reiterated during the mandatory training conducted as a prerequisite for teaching a Rising Scholars or REACT class.

- YCCD certifies that it will uphold the tenets of its contract with the Yosemite Faculty Association as the sole representative of both full-time and part-time faculty members teaching in the YCCD, including those teaching Rising Scholars and REACT courses.
- All courses taught on site at REACT, SCC, associated fire camps, juvenile hall, or for incarcerated students at any location or online, shall be taught by duly hired YCCD faculty.
- Part-time faculty members teaching Rising Scholars or REACT courses will be hired according to the usual procedures delineated by contract, Board Policy and Administrative Procedures, and as found on the YCCD Human Resources webpage.
- A faculty member will be assigned to Rising Scholars or REACT classes by mutual agreement between the faculty member and YCCD. Full-time faculty being assigned to Rising Scholars or REACT classes to meet their base load must also agree.
- Faculty members teaching Rising Scholars or REACT courses will be evaluated according to contractual procedures and following established timelines. However, given the unique classroom environments for faculty members, evaluations in Rising Scholars and REACT classes will be mutually agreeable. If the Rising Scholars or REACT class is the only course taught by a part-time faculty member, the Rising Scholars or REACT class will be the observation site. With any observation performed in a Rising Scholars or REACT class, the District acknowledges the uniqueness of the needs and challenges for classroom management, and will consider such in the final evaluation report. Any deviation from standard evaluation processes in the CBA (e.g.

because of security requirements for peer evaluators, etc.) shall be documented via an MOU between the District, YFA and the faculty member being evaluated.

- Rising Scholars and REACT teaching assignments are subject to site-specific rules and regulations that can differ from YCCD and Columbia College policy, procedure and practice. YCCD shall provide sufficient training on site-specific rules and support to minimize their impact on faculty. Trainings shall count towards FLEX time or professional time obligations.
- Columbia College External Initiatives staff and CDCR staff have access to all CDCR Canvas shells. This access is a requirement of the agreements and state guidelines for CDCR online courses and helps to ensure accurate rosters are kept and program specific announcements are sent to all students. Similar provisions are expected for courses at the REACT Center and with the juvenile detention center. This access will not be used in an evaluation capacity except where required by custody agency mandates.
- Faculty members will be paid for each class according to usual district procedures based on the class' Course Outline of Record. Should any faculty duties occur that go beyond those duties of an on-campus (college) class, the compensation for those duties will be based on actual hours per the stipend process as outlined in the CBA. Should other clerical duties arise, the faculty member should discuss them with their dean to determine their scope and who will attend to the task. YCCD will ensure that faculty will not incur additional clerical work as a result of teaching Rising Scholars or REACT classes (e.g., duplicate recording of grades into the CDCR system).
- If Rising Scholars or REACT classes are regularly scheduled for the full-term (generating weekly apportionment), then faculty members teaching these courses shall accrue and must fulfill a flex obligation per usual district procedures.
- Courses shall be scheduled by district administrators to meet or minimally exceed the required hours as stated on the Course Outline of Record such that they meet the requirements of the Student Attendance Accounting Manual (SAAM).
- The parties acknowledge that Rising Scholars and REACT courses must be scheduled within the parameters established by custody agencies. Resulting Rising Scholars and REACT course schedules may not align with start and end dates of the primary terms of the colleges and may be scheduled in patterns different from those frequently seen at the colleges.
- YCCD will explicitly describe in writing the start and end dates, as well as all meeting dates and times, for each course as a component of assigning a faculty member to teach. This communication shall occur prior to the start of any assignment and shall be considered an enforceable agreement between YCCD and the faculty member.
- YCCD will reimburse faculty members for additional personal costs that result from teaching Rising Scholars and REACT classes (e.g., fingerprints, parking permits).
- Incarcerated students are under the authority of their applicable custody agency. Therefore, some of the privacy rights afforded to other Columbia College and MJC students do not apply. For example, CDCR employs educational coordinators who

- oversee college programs and record educational data into the CDCR system.
- Faculty will be reimbursed for mileage according to the current YFA contract (Article 5.4) mileage reimbursement for full-time faculty. Part-time faculty members who have two teaching locations in one day will also be reimbursed for mileage in accordance with contractual guidelines.
- This MOU shall apply to courses taught solely or primarily for incarcerated students, regardless of any potential program name or location changes that may occur.

This MOU shall remain in force indefinitely or until superseded by another fully executed agreement, or until July 1, 2026, whichever occurs first.

This MOU is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.

*Brian M. Greene*

Brian M. Greene (Jun 29, 2023 07:26 PDT)

Brian M. Greene  
YFA President

Date

*Henry C. V. Yong*

Jun 29, 2023

Henry Yong  
Chancellor, YCCD

Date








# MOU - YFA\_Rising Scholars

Final Audit Report

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