

**COUNTER PROPOSAL FROM THE
PASADENA AREA COMMUNITY COLLEGE DISTRICT
TO THE PASADENA CITY COLLEGE FACULTY ASSOCIATION**

September 18, 2026

Note: (1) No underscore is already accepted language. (2) Yellow highlight underscore is District's acceptance of FA 9/8/26 proposed language. (3) District underscore is District proposal. (4) District highlight in green, new language.

This Memorandum of Understanding ("MOU") between the Pasadena Area Community College District ("District") and the Pasadena City College Faculty Association ("PCCFA"), collectively, "the Parties," is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

WCAG Review

1. Scope and Purpose

1.1 This MOU applies to bargaining unit faculty who teach, or seek to teach, Distance Education courses.

1.1 This MOU addresses the impacts and effects of Web Content Accessibility Guidelines 2.1 Level AA standards as adopted by the U.S. Department of Justice at 28 CFR § 35.200(b) ("WCAG"). "WCAG Compliance" means conformance with WCAG as determined under Section 3 of this MOU, effective April 26, 2027. The parties agree to implement a review of online courses for the limited purpose of bringing those courses into compliance with WCAG, separate from and outside the regular faculty evaluation cycle.

1.2 For the purposes of this MOU, "faculty" or "faculty member" means any member of the PCCFA-represented bargaining unit.

1.3 The parties acknowledge that the obligation to comply with 28 CFR § 35.200 rests with the District as a public entity. Nothing in this MOU makes WCAG Compliance a condition of a faculty member's eligibility for, or assignment to, Distance Education courses except as expressly provided in Section 3, "Procedure for WCAG Compliance Review."

1.4 Nothing in this MOU alters the process by which courses are approved for distance education delivery under Title 5 and the District's curriculum process.

1.5 Nothing in this MOU alters the process for individual student accommodations.

2. Implementation Periods

2.1 The parties recognize two distinct periods addressed by this MOU:

- a. Transition Period: Currently in effect and continuing to the applicable legal compliance deadline for Web Content Accessibility Guidelines 2.1 Level AA standards as adopted by the U.S. Department of Justice at 28 CFR § 35.200(b) ("WCAG Compliance") that is April 26, 2027.
- b. Compliance Period: Beginning April 26, 2027, during which WCAG Compliance shall be an ongoing condition of approval for Distance Education course delivery.

2.2 During the Transition Period, the District shall provide support, training opportunities, review processes, and, where appropriate, compensation for pre-approved additional work beyond normal course preparation duties, as set forth in this MOU.

2.3 During the Compliance Period, the District shall continue to provide reasonable support services, tools, guidance, and access to District-designated accessibility and Distance Education resources. However, additional compensation shall not be provided, unless expressly pre-approved in writing by the District.

2. Course Review and Remediation Process

2.1 The Transition Period review process will include:

- a. Review by accessibility checkers, DE Facilitators selected under Section 3, and instructional designers, accessibility specialists, or other District-designated reviewers;
- b. Training will be made available to faculty within 1 week of the approval of this MOU, offered in both synchronous and asynchronous modalities; and
- c. Follow-up remediation and verification.

2.2 The Transition Period review process is intended to identify and correct accessibility issues and shall not be punitive in nature.

2.3 Faculty shall be given notice of identified issues and an opportunity to correct them, with access to available District support provided under Section 5.

2.4 The District retains the right to conduct reviews, audits, automated scans, or compliance checks as necessary to meet WCAG Compliance.

2.5 Course access for review purposes shall be limited to what is necessary to evaluate WCAG Compliance.

2.6 Reviewers shall not access private faculty communications, the faculty member's Canvas email inbox, grades, gradebook, or unrelated student communications.

2.7 The District retains final authority to determine whether a course may be approved for online delivery.

2.8 Where a student accommodation, complaint, audit, investigation, or other legal obligation requires immediate action, the District may provide an interim accessible alternative, remove or replace inaccessible content, modify the modality or assignment, or take other appropriate action consistent with WCAG Compliance.

3. Procedure for WCAG Compliance Review

a. DE Facilitators Selection

i. Selection of DE Facilitators and District-approved accessibility checkers. Selection of faculty DE Facilitators and other non-faculty District-approved accessibility checkers will be selected by the District. District faculty facilitators will be selected in accordance with Article 14. will be done in accordance with the Collective Bargaining Agreement, Article 14, including, but not limited to, the posting of a job description to all eligible faculty and PCCFA at least ten business days before selection (Article 14.3), selection through a five-member committee that includes one PCCFA appointee (Article 14.4), and publication of the assignments (Article 14.6). No faculty member shall be assigned DE Facilitator duties, or given access to any course under this MOU, except through the selection process described in this subsection. Up to Not less than 31.5 FTE release time will be provided to DE Facilitators each academic semester year.

ii. Part-time Faculty DE Facilitators Workload. Each DE Facilitator will work with no more than 15 faculty members per semester. Part-time faculty may also be selected per Article 14 to serve as DE Facilitators and will receive a stipend of \$50.00 per hour 4,500 per semester upon completion of their review work.

iii. DE Facilitator Role. DE Facilitators and accessibility checkers will conduct the review, provide feedback, and make the determination under Section 3.b. DE Facilitators and accessibility checkers shall not evaluate faculty performance, and performance expectations under Article 14.2 shall not include duties beyond this MOU.

iv. Assignment and substitution. Each participating faculty member shall be assigned a DE Facilitator by the District from the same Division. The faculty member may, on one occasion and without stating a reason, decline the assigned DE Facilitator and request that the District assign an alternate; the alternate need not be from the same Division. Each participating faculty member may request they be

assigned a DE Facilitator or accessibility checker. The faculty member of one occasion can request and obtain a different DE Facilitator or accessibility who will be assigned by the District.

b. The WCAG Compliance review process.

i. **Review and remediation.** The DE Facilitator will review each course up to three times: an initial review and, if remediation is needed, up to two additional reviews. If the initial review identifies items requiring remediation, the faculty member will have access to the support provided under Section 5. Once corrections are made, the faculty member will receive a second review and, if needed, a third review by the end of the Spring 2028 semester. The District shall provide support, training opportunities, review processes, and where appropriate, compensation for pre-approved additional work beyond normal course preparation duties, as set forth in this MOU.

ii. **Demonstrating compliance.** The faculty member may demonstrate compliance through either any of the following paths, at the faculty member's election: (a) an automated score on the Ally Dashboard or Pope Tech District's approved software of 100% accessibility rating using Ally Dashboard for student-facing course materials; or and (b) no errors reported using Pope Tech for student-facing course materials (this does not apply to alerts or warnings); or (b) the Peer Reviewer's DE Facilitator/accessibility checker's determination that the course is in compliance; with using WCAG Compliance; or (c) a course which has earned a POCR (Peer Online Course Review) badge within the previous 2 years.

The review of a faculty member's online course, is conducted by a trainer to determine whether the course satisfies WCAG Compliance standards. The trainer will review the course in terms of WCAG Compliance requirements and provide non-binding feedback to the faculty member. The review is limited to what is reasonably necessary to evaluate WCAG Compliance

iii. **Subsequent term retry.** A faculty member whose course does not satisfy compliance may participate in a subsequent term review and shall retain access to all District-provided support between reviews.

iv. **Conclusion of the review.** For the purposes of the review, a course is determined WCAG-compliant when the faculty member demonstrates compliance under either any path set forth in Section 3.b.ii.

v. **Non-compliance:** Beginning with the Summer 2027 2028 intersession assignment, a faculty member whose course has been reviewed under Section 3.b.i and has not been determined compliant shall not be

assigned that course in the online modality until the course is determined compliant through a the subsequent-term retry under Section 3.b.iii review process. The faculty member may bring the course into compliance and resume eligibility for the online assignment at any time.

- vi. The District may conduct any aggregate or college-wide review of WCAG Compliance through Ally or any similar tool in a manner that identifies, or permits the identification of, any individual faculty member or course.

4. Faculty Protections

- a. **Non-use in employment matters Personnel file.** The results of any WCAG Compliance review conducted pursuant to this MOU will not be used for any employment-related matter except as provided for in Section 3.b and will not be added to the faculty member's personnel file.
- b. **Non-disclosure of working materials.** No working materials generated through the review -- including drafts, DE Facilitator notes, scores, screenshots, and electronic communications -- shall be disclosed to any third party outside the review process, except as required by law.
- c. **No evaluative or disciplinary consequence.** The results of the review, and the review process itself, shall never be used in any faculty evaluation or as the basis for discipline, regardless of the term of this MOU and regardless of whether the faculty member's course is determined compliant, absent the Parties negotiating changes to the evaluation article in the CBA that expressly address WCAG Compliance. The Parties acknowledge that the existing classroom evaluation criterion "Uses ADA and 508 compliant materials that are pertinent to the course outline" was negotiated and developed under the requirements of Section 508 and applies only to that standard; it does not incorporate, and shall not be construed to incorporate, the WCAG 2.1 Level AA standards addressed in this MOU.
- d. **No effect on distance education certification.** The results of the review shall not be used to deny or revoke a faculty member's distance education certification under Article 13.3, regardless of the term of this MOU and regardless of whether any of the faculty member's courses are ultimately determined compliant.
- e. **Limits on the Review Forms.** The review ~~Forms~~ shall not include any standard beyond or above the Web Content Accessibility Guidelines 2.1 Level AA standards, and shall not require (i) that faculty modify course

materials whose rights holders prohibit modification, for which the District shall provide or fund an accessible alternative; (ii) any change that conflicts with the pedagogical objectives of the course; or (iii) that faculty use a particular template, format, or design.

- f. **Academic freedom.** Nothing in this MOU is intended to restrict faculty academic freedom, selection of course materials, instructional methods, syllabi, or assessment design, except as necessary to comply with Web Content Accessibility Guidelines 2.1 Level AA standards. Where an accessibility remediation may affect course design, instructional method, or course materials, the District and faculty member shall work collaboratively to identify an accessible solution that preserves academic content and pedagogical purpose. Where no such solution exists, the District may consider an accessible alternative under 28 CFR § 35.202 or may document the fundamental alteration under 28 CFR § 35.204.
- g. **Confidentiality review materials.** Each DE Facilitator shall not retain, copy, distribute, or use any course materials, pedagogical methods, or faculty intellectual property accessed during the review for any purpose outside the review process.

5. District Training

- a. **Training.** Voluntary WCAG Compliance training will be made available to faculty within one week of the approval of this MOU, offered in both synchronous and asynchronous modalities. At the faculty member's election, training hours shall count toward the Article 5.13 Flex obligation or the Article 13.3.2 recertification requirement. A faculty member's decision to participate or not participate in training shall not affect any WCAG review of the faculty member's courses.

6. Faculty Intellectual Property

- a. **Protection of faculty intellectual property.** No third-party tool, software, service, vendor, or contractor used by the District in connection with WCAG Compliance -- including automated accessibility checkers, captioning and transcription services, and any artificial intelligence or machine learning tool -- shall: (a) acquire or assert any ownership interest in faculty intellectual property; (b) use, retain, copy, distribute, or sublicense faculty intellectual property for any purpose other than the specific compliance function for which the tool is engaged; (c) use faculty intellectual property to train, develop, improve, fine-tune, or otherwise contribute to any artificial intelligence model, machine learning system, or

other automated system; or (d) operate under terms of service that purport to grant rights inconsistent with this section. The same limits apply to any tool developed or operated by the District.

- b. **Disclosure.** On request, the District shall provide PCCFA with the terms of service, licensing agreement, and privacy policy of any tool or vendor used in connection with WCAG compliance.

7. Remuneration for Course Remediation

- a. **Definition of “course.”** For the purposes of this MOU, a “course” means a distinct course identified by course title or course outline of record and assigned to specific faculty.
- b. **Participation stipend.** Up to 12 hours of voluntary WCAG Compliance training at \$50 per hour will be made available to faculty commencing within one week of the approval of this MOU, offered in both synchronous and asynchronous modalities. No further remuneration will be provided to faculty beyond the 12 hours of voluntary training.

8. Course Approval and Assignment for Online Delivery

8.1 Teaching in the Distance Education modality is voluntary for faculty, subject to Article 13 of the CBA, District scheduling needs, student needs, enrollment, course approval requirements, and WCAG Compliance.

8.2 A faculty member's willingness or preference to teach online does not guarantee approval to teach a course in the online modality.

9. Academic Senate

9.1 The parties acknowledge the role of the Academic Senate and District Distance Education Committee in academic and professional matters, including recommendations concerning DE standards, accessible course design, and course-quality practices.

9.2 The District shall continue to consult collegially with the Academic Senate, as appropriate, while retaining final authority and responsibility for WCAG Compliance.

10. Approval, Term and Non-Waiver

- a. **Approval.** This MOU is subject to approval by the Parties.
- b. **Term.** This MOU shall take effect upon execution and shall remain in effect through the end of the Spring 2028 semester, pending negotiation of the successor 2028-2031 Collective Bargaining Agreement. If the parties have not reached a successor agreement addressing WCAG 2.1 Level AA

compliance by that date, this MOU shall continue in effect until a successor agreement is reached or until superseded by mutual written agreement, whichever occurs first.

- c. **Surviving provisions.** All provisions of this MOU survive expiration for a term of three years beginning April 26, 2027 except the review procedure, the compensation provisions (once any compensation earned during the term has been paid), and the training provisions. Surviving provisions include without limitation the protections against use of the review in any employment matter, evaluation, discipline, or certification decision; the acknowledgment regarding the existing Section 508 criterion; the confidentiality obligations; the Faculty Intellectual Property protections; the academic freedom protections; and the no-surveillance provision.
- d. **Grievance:** Any dispute concerning the interpretation or application of this MOU regarding the amount of compensation, required by this MOU is subject to the grievance procedure in Article 11 of the Parties' CBA.
- e. **Non-waiver.** Nothing in this MOU waives any right of either Party under the CBA or EERA, except as expressly set forth within. To the extent that the development or implementation of any policy related to WCAG or RSI Compliance impacts a mandatory subject of bargaining not considered in the negotiation of this MOU, PCCFA shall first meet and confer with the District regarding a side letter to clarify the provisions of this MOU.

Agreed and accepted this ____ day of _____, 2026:

Pasadena Area Community College District

_____ Date: _____ [Name &
Title]

Pasadena City College Faculty Association

_____ Date: _____ [Union
President]