

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

June 3, 2026

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.

I. WCAG and RSI Off-Cycle Review

1. Purpose and Scope of Off-Cycle Review:

- a. The parties agree to implement a one-time, off-cycle review of online courses for the limited purpose of bringing those courses into compliance with WCAG 2.1 Level AA standards and verifying regular and substantive interaction, separate from and outside the regular faculty evaluation cycle. For purposes of this MOU, "WCAG" means the Web Content Accessibility Guidelines 2.1 Level AA standards as adopted by the U.S. Department of Justice at 28 CFR § 35.200(b), and "RSI" means Regular and Substantive Interaction as defined in 5 CCR § 55204 and incorporated in Article 13.1 of the Collective Bargaining Agreement. The parties acknowledge the ACCJC Pilot Quality Continuum Rubric for Distance Education (August 2024) and ACCJC's Policy on Distance Education and on Correspondence Education as relevant to the District's institutional accreditation review under Accreditation Standard 2.6.
- b. The off-cycle review shall begin upon execution of this MOU and conclude no later than the end of the Spring 2028 semester.

2. Procedure for Off-Cycle WCAG and RSI Review

- a. **Peer Reviewer Selection and Assignment**
 - i. **Selection of Peer Reviewers.** Selection of faculty Peer Reviewers will be done in collaboration with the PCCFA, the Academic Senate, and the Vice President of Instruction. Each appointed Peer Reviewer will work with no more than 15 faculty members per semester.

- ii. **Assignment and substitution.** Each participating faculty member shall be assigned a Peer Reviewer by the District from the same Division. The faculty member may, on one occasion and without stating a reason, decline the assigned Peer Reviewer and request that the District assign an alternate; the alternate need not be from the same Division.
- b. **The RSI Off-Cycle Review Process.** The RSI portion of the off-cycle review shall be conducted on a course taught in the most recently completed prior term in which the course was taught, consistent with the ACCJC Protocol for Distance Education Review. The Peer Reviewer shall be granted only the LMS access necessary to verify the elements of regular and substantive interaction under 5 CCR § 55204, and only for the period of the review.
 - i. At the faculty member's election, the review shall be conducted with the faculty member present to guide the Peer Reviewer through the course.
 - ii. If the faculty member has no completed online section for review, or if the course is no longer accessible, the RSI review shall be based on the course's design and interaction plan, or deferred until the course has been taught for one term, at the faculty member's election.
 - iii. The Peer Reviewer shall not monitor a faculty member's active course or access the faculty member's Canvas inbox or private communications. Access, materials, and findings are subject to the confidentiality, non-use, and destruction protections in this MOU.
 - iv. **RSI review is verification only.** The RSI portion of the off-cycle review verifies whether the elements of regular and substantive interaction under 5 CCR § 55204 are present and provides non-binding feedback; it carries no pass/fail determination and no individual consequence. Consistent with the ACCJC Protocol for Distance Education Review, regular and substantive interaction is an institutional obligation verified across a sample of courses, not a basis for gating or evaluating individual faculty.
- c. **The WCAG Review Process.**
 - i. The off-cycle review is a one-time review of a faculty member's online course, conducted by a faculty Peer Reviewer, to determine whether the course satisfies WCAG

standards. The Peer Reviewer reviews the course using the WCAG Review Forms attached as **Attachment A** and provides non-binding feedback to the faculty member. The review is conducted through the LMS "evaluator" role, which provides read-only access to the course.

- ii. **Review and remediation.** The Peer Reviewer 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 Distance Education Coordinator and/or an Instructional Designer for support in making corrections. 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.
- iii. **Demonstrating compliance.** After the review, the faculty member may demonstrate compliance through either of the following paths, at the faculty member's election: (a) an automated score on the Ally Dashboard or Pope Tech of at least 80% for student-facing course materials; or (b) the Peer Reviewer's determination that the course is in compliance using the criteria set forth in the Review Forms attached as **Attachment A**. A faculty member may opt out of using an automated score and instead rely on the Peer Reviewer's determination.
- iv. **Appeal.** A faculty member who does not satisfy compliance under either path may, within ten (10) calendar days of the determination, request review by the DE Committee. The DE Committee will review the determination within twenty (20) calendar days.
- v. **Subsequent-semester retry.** A faculty member whose course does not satisfy compliance may participate in the off-cycle review again during the next semester in which they teach the course, without penalty or schedule consequence, and shall retain access to all District-provided support between reviews.
- vi. **Conclusion of the review.** For the purposes of the off-cycle review, a course is determined WCAG-compliant when the faculty member demonstrates compliance under either path set forth in Section I.2.c.iii. Upon that determination, the review of that course is complete. Once the review is

complete, the course shall not be subject to any further off-cycle review, audit, or compliance check during the term of this MOU, and the documentation-destruction and non-use protections in the MOU shall apply.

- vii. **Non-compliance:** Beginning with the Summer 2028 intersession, a faculty member whose course has not been determined compliant after the initial review, both subsequent reviews, any appeal, and the subsequent-semester retry described above shall not be assigned that course in the online modality until the course is determined compliant through the off-cycle review process. The faculty member may bring the course into compliance and resume eligibility for the online assignment at any time. This provision shall not apply to any course for which compliance was not achieved due to a lack of District-provided support, contracted services, or remediation resources required under this MOU.

3. Faculty Protections

- a. **Non-use in employment matters.** The results of any off-cycle WCAG or RSI review conducted pursuant to this MOU will not be used for any employment-related matter and will not be added to the faculty member's personnel file.
- b. **Non-disclosure of working materials.** No working materials generated through the off-cycle review -- including drafts, mentor notes, scores, screenshots, and electronic communications -- shall be disclosed to any third party outside the review process.
- 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 or RSI compliance. This limitation is consistent with the ACCJC Pilot Quality Continuum Rubric for Distance Education, which states that it is not intended to evaluate the performance of instructional faculty and is not used to determine the level of quality for each course section.
 - i. 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 those former standards; it does not incorporate, and shall not be construed to incorporate, the WCAG 2.1 Level AA standards or RSI requirements addressed in this MOU.

- ii. The Parties further acknowledge that the existing Distance Education Evaluation Worksheet criteria addressing "Regular Effective Contact" were negotiated and developed under the former "regular and effective contact" standard and apply only to that former standard; they do not incorporate, and shall not be construed to incorporate, the Regular and Substantive Interaction requirements 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.** Consistent with the academic freedom protections below, the Review Forms shall not include (i) any requirement that faculty modify, remove, or replace course materials whose rights holders prohibit modification or accessible alternatives; (ii) any requirement that conflicts with the pedagogical objectives of the course; or (iii) any requirement that faculty use a particular template, format, or design, or that imposes any standard beyond or above the WCAG 2.1 Level AA technical criteria or the initial tier of the ACCJC Pilot Quality Continuum Rubric for Distance Education.
- f. **Academic freedom.** Nothing in this MOU or in the Review Forms shall be used to restrict the faculty member's selection of course materials, content of syllabi, pedagogical methods, or assessment design. Where an accessibility remediation requirement would compromise the faculty member's pedagogical judgment as to course content or method, the faculty member may invoke this provision and the requirement shall not apply. RSI compliance requires only the minimal level of regular and substantive interaction under 5 CCR § 55204; the District shall not require any particular interaction schedule, communication platform, syllabus language, template, or other specific instructional practice as a condition of compliance.

- g. **No off-process access or surveillance.** Except as part of the off-cycle review process set forth in this MOU, neither the District nor any peer reviewer shall access a faculty member's course, review a faculty member's course for WCAG or RSI compliance, or run any automated accessibility score or score-check on a faculty member's course. The District shall not conduct any aggregate or college-wide review of WCAG or RSI compliance through Canvas Ally or any similar tool in a manner that identifies, or permits the identification of, any individual faculty member or course.
 - h. **Confidentiality and destruction of review materials.** Each Peer Reviewer shall execute a confidentiality and non-use agreement before accessing any course. A Peer Reviewer 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. After a faculty member's course is determined compliant, or after the review of that course otherwise concludes, any written or electronic documentation of the off-cycle review -- including the District's records and the Peer Reviewer's working notes and copies -- shall be destroyed no later than the end of the term of this MOU.
4. **District Support, Training, Resources, and Technology**
- a. **Services provided and funded by the District.** During the off-cycle review and thereafter as long as any WCAG and RSI standards remain in effect, the District will provide and fund, at no cost to faculty: (i) closed captioning services for all faculty-uploaded video and audio content through a District-contracted vendor recommended by the DE Committee and approved by the Parties; (ii) document remediation services for headings, alternative text on images of text, table accessibility, and color contrast through a District-contracted vendor or instructional designer staff; (iii) audio transcription services; (iv) a reasonable number of full-time-equivalent instructional designers available to faculty within five (5) business days of request; and (v) access to a designated Distance Education Coordinator.
 - b. **Training.** Voluntary WCAG and RSI 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 or RSI review of the faculty member's courses.

5. **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 or RSI compliance -- including automated accessibility checkers, captioning and transcription services, document remediation 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.
- b. **Pre-engagement review.** Before engaging any such tool or vendor, the District shall provide the DE Committee and PCCFA with the vendor's terms of service, licensing agreement, and privacy policy, and shall secure DE Committee and PCCFA approval before any faculty intellectual property is transmitted. Faculty retain all rights in their intellectual property, and nothing in this MOU transfers, licenses, or assigns any faculty intellectual property to the District or to any third party.

6. **Remuneration**

- 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.
- b. **Participation stipend.** Faculty who participate in the off-cycle WCAG and RSI review will receive a stipend of \$4,000 per course remediated by the faculty member. A faculty member who must separately remediate the same course for a different length (for example eight-week versus sixteen-week) or different modality (online versus hybrid, or asynchronous versus synchronous) shall receive an additional stipend of \$1,000 for each additional course length or modality remediated.
- c. **Retroactive compensation.** Faculty who already remediated any of their online courses to satisfy WCAG 2.1 Level AA and RSI standards as of the effective date of this MOU, without participation

in the off-cycle review, shall be entitled to retroactive compensation of \$4,000 per such course upon documentation of compliance.

- d. **Peer Reviewer stipend.** Faculty Peer Reviewers will receive a stipend of \$4,500 per semester upon completion of their review work.
- e. **Non-current DE faculty.** Faculty who have taught DE courses but are not currently teaching DE courses may participate in the training, review, and remediation process for WCAG and RSI compliance, and will receive a stipend of \$4,000 per remediated course.
- f. **Election for Reassigned Time for Participants.** In lieu of the per course stipend, a faculty member may elect to receive 10% reassigned time per remediated course, with a maximum of 20% regardless of number of courses remediated.

II. **Approval, Term and Non-Waiver**

- 1. **Approval.** This MOU is subject to approval by the Parties.
- 2. **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 and RSI 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.
- 3. **Surviving provisions.** All provisions of this MOU survive expiration except the off-cycle review procedure, the compensation provisions (once any compensation earned during the term has been paid), and the training provision, which are spent upon completion of the one-time review. Surviving provisions include without limitation the protections against use of the review in any employment matter, evaluation, discipline, or certification decision; the acknowledgments regarding the existing Section 508 and Regular Effective Contact criteria; the confidentiality and destruction obligations; the Faculty Intellectual Property protections; the academic freedom and RSI-method protections; the no-surveillance provision; the online-assignment eligibility provision beginning Summer 2028; the District's funded-services obligation for as long as WCAG and RSI standards remain in effect; and the grievance procedure as to any surviving provision.
- 4. **Grievance:** Any dispute concerning the interpretation or application of this MOU is subject to the grievance procedure in Article 11 of the Parties' CBA.

5. **Non-waiver.** To the extent that the development or implementation of any policy related to WCAG or RSI compliance impacts a mandatory subject of bargaining not enumerated in this MOU, PCCFA retains the right to negotiate the impacts of any such change as allowed under the EERA.

Agreed and accepted this ____ day of _____, 2026:

Pasadena Area Community College District

_____ Date: _____ [Name &
Title]

Pasadena City College Faculty Association

_____ Date: _____ [Union
President]