

**DISTRICT COUNTER PROPOSAL (8/26/26) TO THE  
PROPOSAL FROM THE  
PASADENA CITY COLLEGE FACULTY ASSOCIATION TO THE  
PASADENA AREA COMMUNITY COLLEGE DISTRICT**

**~~June 3, 2026~~ August 26, 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. Scope and Purpose**

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

1.2 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).

**~~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. 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. 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 AGCJC 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. Course Review and Remediation Process**

**3.1** The Transition Period review process will include:

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

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

**3.3** Faculty shall be given notice of identified issues and an opportunity to correct them, with access to available District support.

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

**3.5** Course access for review purposes shall be limited to what is .

**3.6** Reviewers shall not access private faculty communications, or unrelated student communications, except for WCAG Compliance.

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

**3.8** 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. 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.~~

## **2. 4. Procedure for Off-Cycle WCAG Compliance and RSI Review**

- a. Peer Reviewer Selection and Assignment DE Facilitators Selection**

- i. **Selection of Peer Reviewers DE Facilitators.** Selection of faculty Peer Reviewers DE Facilitators 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, accordance with the Collective Bargaining Agreement, Article 14. Up to 3 FTE release time will be provided to DE Facilitators each academic year.
- 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. b. The WCAG Review Process. The WCAG Compliance and RSI review process.**

- i. ~~The off-cycle review is a one-time review of a faculty member's online course, is conducted by a faculty Peer Reviewer trainer to determine whether the course satisfies WCAG Compliance standards. The trainer Peer Reviewer will review the course using the WCAG Review Forms attached as **Attachment A** in terms of WCAG Compliance requirements and provide non-binding feedback to the faculty member. The review is conducted through the LMS "evaluator" role, which provides read-only access to the course.~~
- i. **Demonstrating compliance.** After the review, the 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 District's approved software of at least 10080% accessibility rating, and no errors reported for student-facing course materials; or (b) the Peer Reviewer's determination that the course is in compliance using WCAG Compliance. ~~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.
- ii. **Review and remediation.** ~~The Peer Reviewer may 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.~~
- ii. **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 Ally Dashboard or Pope Tech District's approved software of at least 10080% accessibility rating,

~~and no errors reported for student-facing course materials;~~  
or (b) the Peer Reviewer's determination that the course is in compliance using WCAG Compliance, 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.

- ii. The off-cycle review is a one-time review of a faculty member's online course, is conducted by a faculty Peer Reviewer trainer to determine whether the course satisfies WCAG Compliance standards. The trainer Peer Reviewer will review the course using the WCAG Review Forms attached as **Attachment A** 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, conducted through the LMS "evaluator" role, which provides read-only access to the course.
- iii. **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.
- iii. **Subsequent-semester term retry.** A faculty member whose course does not satisfy compliance may participate in a subsequent 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.
- iv. **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 4.b.iii 4.b.i. 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.
- v. **Non-compliance:** Beginning with the Summer ~~2028~~ 2027 intersession, a faculty member whose course has not been determined compliant ~~after the initial and subsequent~~

~~reviews, shall not be assigned that course in the online modality until the course is determined compliant through the off-cycle subsequent 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. 5. Faculty Protections**

- a. ~~**Non-use in employment matters. Personnel file.**~~ The results of any off-cycle WCAG Compliance 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, unless necessary for WCAG Compliance.
- 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 ACGJC 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 Web Content Accessibility Guidelines 2.1 Level AA standards.~~
- 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. 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 when possible that preserves academic content and pedagogical purpose to the greatest extent feasible consistent with the Web Content Accessibility Guidelines 2.1 Level AA standards. 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.~~

- g. **Confidentiality and destruction of review materials.** Each Peer Reviewer ~~shall execute a confidentiality and non-use agreement before accessing any course. A Peer Reviewer~~ 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. ~~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. 6. 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.~~
- a. **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.

## **5-7. 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 adhere to District Policy on the procurement of software and licensing. ~~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- 8. 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 and assigned to specific faculty.
- 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.~~ 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.

- 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.~~

## **9. Course Approval and Assignment for Online Delivery**

**9.1** 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.

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

## **10. Academic Senate**

**10.1** 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.~~

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

## **11. 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. **3. Grievance:** Any dispute concerning the interpretation or application regarding the amount of compensation, if any, required by 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 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 before negotiating unknown impacts of WCAG Compliance 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]