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

October 30, 2026

~~Red, Bolded Strikethrough~~: PCCFA-proposed deletions
Red, Bolded, Underlined language: PCCFA-proposed 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 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 **one-time** 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. The review shall begin upon execution of this MOU and conclude **no later than the end of the Spring 2028 semester. ~~in accordance with Article 10(b), "term."~~**

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. Course Review and Remediation Process

2.1 The review process will include:

a. Review by District employee accessibility checkers~~,~~ and faculty DE Facilitators selected under Section 3;

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 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 the ~~**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.~~**4**~~**5** Course access for review purposes shall be limited to what is reasonably necessary to evaluate WCAG Compliance. Review shall be conducted only in a Canvas "sandbox" course version **(a "Canvas-model course") submitted by the faculty member and designated by them for use in the review,** that contains no student submissions, grades, or communications. For the purposes of this MOU, a Canvas "sandbox" is an unpublished designated distance education course copy that is not tied to a designated CRN. The course content included in the "sandbox" is the DE course that the faculty member intends to use in ~~**any**~~ future course offerings including primary and intersession terms. **Reviewer access shall be limited to the review period set forth in Section 4.h, and**

2.~~**5**~~**6** Reviewers shall not access private faculty communications, the faculty member's Canvas inbox, grades, any **Canvas sandboxes not designated by the faculty member for use in the review**, gradebook, nor take into consideration 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

i. **Selection of DE Facilitators and District-approved accessibility checkers.** The District ~~**is responsible for selecting the DE Facilitators and accessibility checkers who will be subject to this**~~

~~MOU~~will select non-faculty employee accessibility checkers. DE Facilitators will be selected 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.

ii. **DE Facilitator Workload and Compensation.** No less than 1.5 FTE release time will be provided to faculty DE Facilitators each primary academic term. Each DE Facilitator will work with no more than 15 faculty members per semester. Part-time faculty may serve as DE Facilitators and will receive a stipend of $~~semester $50.00 per hour~~4,500 per semester upon completion of their review work. Part- and Full-time faculty will receive a stipend ~~of $50.00 per hour~~at the rate set forth for ancillary work in Article 12.10.4 when serving as a DE Facilitator during intersession terms.

iii. **DE Facilitator and Accessibility Checker 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 may request they be assigned a DE Facilitator or accessibility checker whenever possible. The faculty member on one occasion can request and obtain a different DE Facilitator or accessibility checker who will be assigned by the District.

b. The WCAG Compliance review process.

i. **Review ~~and~~training and remediation**. The ~~The District shall provide training and review for WCAG compliance. Where appropriate, compensation for pre-approved additional work beyond normal course preparation duties will be provided.~~DE Facilitator or accessibility checker 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.

ii. **Demonstrating compliance.** The faculty member may demonstrate compliance **for a specific course they intend to teach in a distance education modality** through any of the following paths, at the faculty member's election: (a) an automated score of **at least 85**~~98~~% accessibility rating using Ally Dashboard for student-facing course materials; **(b)**~~and~~ no errors reported using Pope Tech for student-facing course materials (this does not apply to alerts or warnings); (**c**~~b~~) the DE Facilitator/accessibility checker's determination that the course is in compliance with WCAG; or (~~c~~**d**) a course which has earned a POCR (Peer Online Course Review) badge within the previous 2 years.

iii. **Subsequent term retri**~~y~~**es**~~y~~**.** A faculty member whose course does not satisfy compliance may participate in ~~a~~ subsequent term review**s through Spring 2028** and shall retain access to all District-provided support between reviews. A course's failure to satisfy WCAG compliance shall have no consequence for the faculty member other than as provided in Section 3.b.v.

iv. **Conclusion of the review.** For the purposes of the review, a course is determined WCAG-compliant when the faculty member demonstrates compliance under any path set forth in Section 3.b.ii. Upon that determination, the review of that course is complete, and the course shall not be subject to any further review, audit, automated score, or compliance check during the term of this MOU~~, subject to the provisions of Section 2.8~~.

v. **Non-compliance:** Beginning with the Summer **2028**~~2027~~ 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 subsequent-term retry under Section 3.b.iii. The faculty member may bring the course into compliance and resume eligibility for the online assignment at any time during the term of this MOU. **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.**

~~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, without consequence for the faculty member other than was provided in section 3.b.v.~~

4. Faculty Protections

a. **Non-use in employment matters**. 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 and accessibility checker 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.** The review 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 may 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 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 for the ~~accessibility~~**format** of course materials, 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 faculty member may request in writing that** the District ~~may~~ consider an accessible alternative under 28 CFR § 35.202 or ~~may~~ document the fundamental alteration under 28 CFR § 35.204. Section 3.b.v shall not apply to ~~the~~**a** course **that is the subject of such a request** ~~**if the District determines it will implement conforming alternate versions under 28 CFR § 35.202 or 28 CFR § 35.204.**~~ **unless the District has identified such an accessible solution in writing and the faculty member has declined to implement it.**

g. No off-process access or surveillance. Except as part of the review process set forth in this MOU, neither the District nor any DE Facilitator shall access a faculty member's course to review it for WCAG Compliance or run an automated accessibility score on a faculty member's course. The District shall not 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.

h~~**g**~~. **Confidentiality of review materials.** At the request of the PCCFA, **the Parties agree that** each DE Facilitator and accessibility checker shall execute a confidentiality and non-use agreement in the form set forth in Appendix A before accessing any course, and 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. A DE Facilitator's or accessibility checker's access to a course shall end when the course is determined compliant under Section 3.b.iv or at the end of the **Spring 2028 semester** ~~**term of this MOU**~~, whichever is earlier.

5. District ~~Certification and Flex Credit~~ Support, Training, Resources, and Technology

a. **Services provided and funded by the District. During the review and thereafter as long as WCAG remains 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; (ii) audio transcription services; (iii) instructional designers; and (iv) access to a designated DE Facilitator, as set forth above in Section 3.a.**

b~~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. 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.

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.** Faculty who participate in the WCAG 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 remediated any of their online courses to satisfy WCAG before the effective date of this MOU, without participation in the review, shall be entitled to retroactive compensation of $4,000 per such course upon a determination of compliance under Section 3.b.ii.

d. 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 and will receive a stipend of $4,000 per remediated course.

e. Election for Reassigned Time for Participants. In lieu of the per course stipend, a full-time faculty member may elect to receive 10% reassigned time per remediated course, with a maximum of 20% regardless of number of courses remediated.

~~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.**~~

8~~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**, which expire upon completion of the one-time review**~~**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**; the District's funded-services obligation for as long as WCAG remains in effect; and the grievance procedure as to any surviving provision**.

d. **Grievance**: Any dispute concerning the interpretation or application of 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.

Agreed and accepted this ____ day of _____, 2026:

Pasadena Area Community College District

_____ Date: _____ [Name & Title]

Pasadena City College Faculty Association

_____ Date: _____ [Union President]

Appendix A
Confidentiality and Non-Use Agreement

I, _____, have been assigned to serve as a [DE Facilitator / accessibility checker] under the Memorandum of Understanding between the Pasadena Area Community College District and the Pasadena City College Faculty Association regarding WCAG Compliance ("MOU"). As a condition of accessing any faculty member's course under the MOU, I agree as follows.

1. I will access a faculty member's **designated sandbox model course** only as part of the review process in Section 3 of the MOU, only to the extent necessary to evaluate WCAG Compliance, and only for the period of the review.

2. I will not access private faculty communications, **the faculty member's Canvas inbox,** grades, gradebook, **sandboxes and other course shells in Canvas unrelated to the review;** or student communications.

3. I will 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.

4. I will not disclose any working materials generated through the review, including drafts, notes, scores, screenshots, and electronic communications, to anyone outside the review process, except as required by law.

5. I will not evaluate the faculty member's performance or share information or documents for that purpose, and I will apply no standard beyond or above the Web Content Accessibility Guidelines 2.1 Level AA standards, nor review any course for Regular and Substantive Interactions ("RSI") or course quality.

6. My access to a course ends when the course is determined compliant under Section 3.b.iv of the MOU or at the end of the Spring 2028 semester, whichever is earlier.

This agreement does not transfer, license, or assign any faculty intellectual property, and does not alter the MOU or the Collective Bargaining Agreement.

Signature: _____ Date: _____

Printed name and position: _____