

## **MEMORANDUM OF UNDERSTANDING – Accessibility Support and Compliance for Distance Education Courses**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Pasadena Area Community College District** (“District”) and the **Pasadena City College Faculty Association** (“PCCFA” or “Union”), pursuant to the Educational Employment Relations Act (EERA), to address the effects of compliance with the U.S. Department of Justice final rule implementing Title II of the Americans with Disabilities Act (ADA) regarding web content and mobile applications (published April 24, 2024, effective April 2027).

### **RECITALS**

A. The District is committed to ensuring equal access to its educational programs and services in compliance with federal and state accessibility laws, including the new ADA Title II WCAG 2.1 Level AA standards.

B. The parties recognize that accessibility of digital instructional content is a **shared institutional responsibility**.

C. The District has the ultimate non-delegable legal obligation to ensure compliance; faculty who voluntarily choose to teach Distance Education (DE) courses retain primary responsibility for the design and accessibility of the instructional materials they create.

D. The District previously provided the Union with information outlining a pilot program offering compensation at the contractual stipend rate for accessibility-related work.

E. The parties wish to formalize support measures, compensation opportunities, and course-approval standards through this MOU to avoid any claim of direct dealing and to promote collaborative implementation.

**NOW, THEREFORE**, the parties agree as follows:

1. **Shared Responsibility** The District bears the ultimate legal responsibility for ADA Title II compliance. Faculty members who elect to teach DE courses are responsible for ensuring that the instructional content they develop or select meets the accessibility standards established by the Distance Education Committee (a College Council committee). This shared-responsibility model is consistent with guidance from the Academic Senate for California Community Colleges (ASCCC) and the California Community Colleges Chancellor’s Office.
2. **District Support Measures** (Provided at No Cost to Faculty) The District shall continue and expand the following supports:
  - a. Regularly scheduled group workshops, Flex-day sessions, and department-level trainings on accessible course design;

b. One-on-one consultation and coaching with instructional designers, accessibility specialists, and trained peer reviewers;

c. Peer-review services coordinated through the Distance Education Committee;

d. Centralized tools, templates, and remediation resources (including Canvas Ally, automated captioning services, document remediation software, and pre-built accessible LMS shells);

e. Any additional reasonable supports mutually agreed upon by the parties. These supports are available to all bargaining-unit faculty regardless of whether they elect to teach online.

3. **Compensation for Voluntary Additional Work** Faculty who voluntarily elect to perform **additional accessibility work beyond normal course preparation duties** (such as intensive one-on-one remediation sessions, advanced training facilitation, or extensive course-upscaling projects) shall be compensated at the **stipend rate** set forth in **Article 12** of the current Collective Bargaining Agreement — the identical rate used in the pilot program information previously provided to the Union. Participation in compensated activities is entirely voluntary. Faculty may choose to rely solely on the no-cost supports in Section 2 or to teach exclusively in the face-to-face modality.
4. **Course Approval and Compliance Standards** Effective April 24, 2027 (or the applicable compliance deadline for the District), **only DE courses that fully meet the accessibility standards adopted by the Distance Education Committee** will be approved for online delivery.

a. Faculty wishing to teach a specific course online must certify (or demonstrate through the DE Committee approval process) that the course meets those standards.

b. The District will provide faculty with reasonable advance notice and access to the supports and compensation opportunities described above to facilitate compliance.

c. Faculty who elect not to bring a course into compliance may continue to teach that course (or a comparable course) in the face-to-face modality with no reduction in assignment rights or load under the CBA.

d. Nothing in this MOU alters the voluntary nature of online teaching assignments or the District's right to schedule faculty consistent with **Article 13** (Distance Education).

5. **Academic Senate Coordination** The parties acknowledge the primary role of the Academic Senate and the College Council Distance Education Standing Committee in establishing and maintaining accessibility standards for DE courses pursuant to Title 5 and the 10+1 process. The District will continue to consult collegially with the Senate on related academic and professional matters.
6. **Period, Evaluation, and Duration** This MOU shall be implemented through June 30, 2027. The parties shall meet no later than October 1, 2026 to review participation data, effectiveness of supports, workload impacts, and any recommended modifications. This MOU shall remain in effect until June 30, 2027 or until superseded by mutual written agreement or a successor CBA, whichever occurs first.
7. **No Precedent and Savings Clause** This MOU is non-precedential and shall not be cited or relied upon in any other matter or dispute. Nothing herein constitutes a waiver of any rights or obligations under the EERA, the CBA, or any other applicable law. If any provision is held invalid, the remainder shall continue in full force and effect.
8. **Entire Agreement** This MOU constitutes the entire understanding of the parties on the subjects addressed herein and supersedes any prior written or oral agreements on these specific issues.

**Agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 2026:**

**Pasadena Area Community College District**

\_\_\_\_\_ Date: \_\_\_\_\_ [Name & Title]

**Pasadena City College Faculty Association**

\_\_\_\_\_ Date: \_\_\_\_\_ [Union President]