DISTRICT COUNTERPROPOSAL
Memorandum of Understanding
Accessibility, RSI Compliance, and Faculty Support for Distance Education Courses
July 15, 2026

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 "Association"), pursuant to the Educational Employment Relations Act ("EERA") and the parties' Collective Bargaining Agreement ("CBA"), for the purpose of addressing the implementation effects of accessibility and Regular and Substantive Interaction compliance requirements applicable to Distance Education ("DE") courses.

RECITALS

A. The District is committed to ensuring equal access to its educational programs, services, activities, and instructional materials in compliance with applicable federal and state accessibility laws, including Title II of the Americans with Disabilities Act, Section 508, California Government Code sections 7405 and 11135, and applicable regulations and guidance.

B. The parties acknowledge that the applicable accessibility standard for covered web content and mobile applications is WCAG 2.1 Level AA, or any successor standard required by law.

C. The parties recognize that digital accessibility is an institutional responsibility. The District retains the ultimate and non-delegable legal obligation to ensure compliance. Faculty who elect to teach Distance Education courses remain responsible for ensuring that the instructional materials they develop, select, upload, revise, or use in those courses comply with District-adopted accessibility standards.

D. The parties further recognize the importance of Regular and Substantive Interaction ("RSI") in Distance Education courses, consistent with applicable federal and state law, Title 5, accreditation standards, Chancellor's Office guidance, and Article 13 of the CBA.

E. The purpose of this MOU is to establish a collaborative, supportive, and non-punitive transition process to assist faculty in bringing and maintaining DE courses into compliance, while preserving the District's legal authority and responsibility to ensure that DE courses offered by the District meet applicable accessibility and RSI standards.

F. The parties agree that the review and remediation process described in this MOU is intended to support faculty and ensure student access, not to create a separate faculty evaluation process.

G. The parties further agree that the Transition Period described in this MOU does not delay, limit, or waive the District's immediate obligation to provide timely, equally effective access, auxiliary aids and services, or reasonable accommodations to students with disabilities when required by law.

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 implementation and continued effects of accessibility and RSI compliance requirements, including faculty support, training, review processes, compensation for pre-approved additional work during the Transition Period, confidentiality protections, intellectual property protections, and course approval standards.

1.3 Nothing in this MOU shall be interpreted to limit the District's ability or obligation to comply with federal or state law, accreditation requirements, Chancellor's Office guidance, student accommodation obligations, complaint investigations, litigation holds, records-retention requirements, Public Records Act obligations, or other legal obligations.

1.4 Nothing in this MOU waives the Association's right to bargain over negotiable effects of implementation under the EERA.

2. Implementation Periods

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

a. Transition Period: The period beginning upon execution of this MOU and continuing through the applicable legal compliance deadline for Title II/WCAG 2.1 Level AA compliance, which the District currently understands to be April 26, 2027, unless a different deadline, standard, or implementation obligation is determined to apply by law, regulation, court order, Chancellor's Office guidance, accreditation requirement, or advice of District legal counsel.

b. Post-Compliance Period: The period beginning after the applicable legal compliance deadline, during which accessibility and RSI 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 Post-Compliance Period, the District shall continue to provide reasonable support services, tools, guidance, and access to District-designated accessibility and Distance Education resources. However, compensation shall not be provided for routine training, ordinary course preparation, routine course maintenance, normal DE course updates, or work necessary to maintain a course in compliance, unless expressly pre-approved in writing by the District for a specific project outside ordinary faculty responsibilities.

2.4 Nothing in this MOU limits the District's authority during either period to determine whether a course may be offered in the online modality, to assign faculty consistent with the CBA and District operational needs, or to require compliance with applicable accessibility and RSI standards.

2.5 Nothing in the Transition Period delays or limits the District's obligation to provide timely, equally effective access, auxiliary aids and services, or reasonable accommodations to students with disabilities when required by law.

3. Compliance Standards

3.1 Distance Education courses must meet the accessibility standards adopted by the District in consultation with the Academic Senate and the District Distance Education Committee, including WCAG 2.1 Level AA or any successor standard required by law.

3.2 Distance Education courses must also satisfy applicable RSI requirements, including those set forth in Title 5, federal distance education regulations, accreditation standards, Chancellor's Office guidance, and Article 13 of the CBA.

3.3 Accessibility obligations apply to both existing course content and newly created, selected, uploaded, revised, or otherwise used instructional materials in Distance Education courses.

3.4 Automated accessibility tools, including but not limited to Canvas Ally, Pope Tech, or similar platforms, may be used as part of the District's compliance review, support, and remediation process. Automated scores may assist in identifying potential issues but do not, by themselves, establish full legal compliance.

3.5 The final determination of whether a DE course may be approved for online delivery rests with the District, following consultation with appropriate academic and professional bodies.

3.6 The District shall not rely solely on an automated score to deny online course approval. A faculty member can request a peer review for a course at any point during the transition period.

3.7 No provision of this MOU shall be interpreted to permit inaccessible course content to remain in use where immediate action is required to address a student accommodation, effective-communication obligation, complaint, investigation, audit, accreditation requirement, legal directive, or other compliance need.

4. District Support Measures

4.1 The District shall provide reasonable support to assist faculty in meeting accessibility and RSI requirements, including:

a. Regularly scheduled group workshops, Flex-day sessions, and department-level trainings;

b. One-on-one consultation and coaching with instructional designers, accessibility specialists, and trained peer reviewers who are Peer Online Course Review ("POCR") badged or otherwise District-approved;

c. Peer-review services coordinated through a District-approved process;

d. Centralized tools, templates, remediation resources, document-remediation resources, and accessible LMS shells;

e. Access to District-designated Distance Education and accessibility support personnel; and

f. Other reasonable supports determined by the District based on available resources, operational need, and legal compliance priorities.

4.2 These supports shall be available at no cost to bargaining-unit faculty.

4.3 During the Transition Period, the District will make reasonable efforts to prioritize support for courses scheduled for online delivery before the applicable compliance deadline.

4.4 The District will make reasonable efforts to provide faculty with practical guidance, examples, checklists, and standards that identify common accessibility and RSI compliance expectations.

4.5 During the Post-Compliance Period, the District shall continue to provide reasonable support services, tools, guidance, and access to District-designated accessibility and Distance Education resources. Such support shall not create an entitlement to compensation unless the District expressly pre-approves a specific project in writing as work beyond ordinary faculty responsibilities.

5. Training

5.1 The District shall provide voluntary training opportunities related to WCAG 2.1 Level AA, accessible course design, RSI, document remediation, and effective use of District accessibility tools.

5.2 Training shall be made available in synchronous and asynchronous formats where practicable.

5.3 Faculty participation in voluntary training shall not, by itself, be used for discipline or evaluation.

5.4 Training may count toward Flex obligations or DE recertification requirements where permitted by the CBA, applicable rules, and District procedures.

5.5 Participation in voluntary training shall not be compensated unless expressly pre-approved in writing by the District during the Transition Period.

5.6 During the Post-Compliance Period, voluntary training, routine accessibility training, refresher training, DE compliance training, or training related to maintaining a course in compliance shall not be compensated unless expressly pre-approved in writing by the District for a specific project outside ordinary faculty responsibilities.

5.7 The District may require training where required by law, regulation, accreditation, grant condition, Chancellor's Office directive, or District policy, subject to any applicable bargaining obligations.

6. Course Review and Remediation Process

6.1 The District shall establish a transition-period review and remediation process for DE courses.

6.2 The review process may include, but is not be limited to:

a. Use of District-approved accessibility checkers;

b. Review by trained peer reviewers, instructional designers, accessibility specialists, or other District-designated reviewers;

c. Review by the District Distance Education Committee or appropriate subcommittee; and

d. Follow-up remediation and verification.

6.3 The initial Transition Period review process shall be intended to identify and correct accessibility and RSI issues and shall not be punitive in nature.

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

6.5 The District may prioritize review of courses based on enrollment, frequency of online offering, student need, known risk areas, complaint history, program requirements, accreditation needs, or other operational and compliance considerations.

6.6 The District retains the right to conduct reviews, audits, automated scans, or compliance checks as necessary to meet legal, accreditation, student accommodation, operational, course approval, or complaint-response obligations.

6.7 Course access for review purposes shall be limited to what is reasonably necessary to evaluate accessibility, RSI, remediation, course approval, legal compliance, student accommodation, or complaint-response obligations.

6.8 Reviewers shall not access private faculty communications, or unrelated student communications except where legally necessary, required for accreditation or compliance purposes, and authorized by the District.

6.9 The District retains final authority to determine whether a course may be approved for online delivery and whether a faculty member may be approved to teach a course in the online modality.

6.10 Where a student accommodation, effective-communication need, complaint, audit, investigation, or other legal obligation requires immediate action, the District may require prompt remediation, provide an interim accessible alternative, remove or replace inaccessible content, modify the modality or assignment, or take other appropriate action consistent with law, District policy, the CBA, and operational need.

7. Secondary Review Process

7.1 A faculty member who disagrees with a determination that a course does not meet accessibility or RSI standards may request a secondary review within ten business days of receiving the determination.

7.2 The secondary review may include, as appropriate and as determined by the District, a District accessibility specialist, instructional designer, Distance Education representative, Academic Senate or District Distance Education Committee designee, or other qualified reviewer.

7.3 The secondary review shall be completed within a reasonable time, taking into account scheduling, course-offering deadlines, student needs, and compliance obligations.

7.4 The District shall consider the secondary review before making a final determination regarding online course approval.

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

7.6 The secondary review process shall not delay immediate action required to address a student accommodation, legal compliance obligation, complaint-response obligation, accreditation requirement, or other urgent operational or student-access need.

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, qualifications, course approval requirements, compliance requirements, and operational considerations.

8.2 A faculty member's willingness or preference to teach online does not guarantee approval to teach a course in the online modality. The District retains final authority to determine whether a course may be offered online and whether a faculty member may be assigned to teach a course in the online modality.

8.3 Effective no later than the applicable legal compliance deadline, only DE courses that meet District-adopted accessibility and RSI standards shall be approved for online delivery.

8.4 A course that does not meet applicable accessibility or RSI standards shall not be assigned or offered in the online modality until the course is brought into compliance.

8.5 A faculty member who elects not to bring a course into compliance may continue to be considered for face-to-face assignments, subject to the CBA, scheduling needs, qualifications, enrollment, and District operational requirements.

8.6 Nothing in this section shall be interpreted as discipline or punitive action. This section addresses course modality approval, assignment eligibility for online instruction, and the District's legal obligation to ensure compliant online instruction.

8.7 The District will make reasonable efforts to provide notice and support before a course is removed from, or not approved for, online delivery due to accessibility or RSI deficiencies, except where immediate action is necessary due to legal, student-access, accreditation, complaint-response, or operational obligations.

8.8 Nothing in this section limits the District's authority to decline, suspend, modify, or condition online course approval where necessary to ensure student access, legal compliance, accreditation compliance, or operational continuity.

9. Non-Evaluative and Non-Disciplinary Transition Process

9.1 The parties agree that the initial Transition Period review and remediation process is intended to be supportive and corrective.

9.2 The accessibility and RSI review process established by this MOU shall not be used as a substitute for the negotiated faculty evaluation process.

9.3 Review findings generated during the Transition Period remediation process shall not be placed in a faculty member's personnel file solely because the course required remediation.

9.4 The identification of accessibility or RSI deficiencies during the Transition Period review process shall not, by itself, constitute discipline or evidence of misconduct.

9.5 However, nothing in this MOU limits the District's authority to address:

a. Refusal to participate in required compliance processes;

b. Refusal to correct known accessibility or RSI deficiencies after reasonable notice and support;

c. Misrepresentation or falsification of compliance status;

d. Failure to perform assigned professional duties;

e. Conduct that independently violates law, policy, the CBA, or professional obligations; or

f. Circumstances requiring District action in response to a student complaint, accommodation issue, audit, accreditation review, investigation, litigation matter, or other legal obligation.

9.6 During the Post-Compliance Period, accessibility and RSI compliance shall be an ongoing condition of online course approval and online assignment eligibility. The District may address continued or repeated failure to maintain compliance consistent with applicable law, the CBA, District policy, and this MOU.

10. Academic Freedom and Accessibility

10.1 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 applicable law, District policy, accreditation requirements, and student-access obligations.

10.2 Academic freedom does not exempt faculty, DE courses, or instructional materials from applicable accessibility requirements.

10.3 Where 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 to the greatest extent feasible.

10.4 Where a specific material cannot reasonably be made accessible, the faculty member and District shall identify an equally effective accessible alternative or accommodation, consistent with legal requirements.

10.5 The selection, creation, or continued use of course materials remains subject to applicable accessibility requirements, student-access obligations, and District compliance standards, even when such materials are pedagogically preferred by the faculty member.

11. Confidentiality, Records, and Use of Materials

11.1 Peer reviewers, instructional designers, accessibility specialists, and other reviewers shall maintain appropriate confidentiality regarding course materials and review information.

11.2 Reviewers shall not use, copy, distribute, or retain faculty course materials for any purpose unrelated to the District's accessibility, RSI, remediation, training, or compliance process.

11.3 The District shall retain official compliance records, including review status, remediation status, course approval status, training participation where relevant, and other records necessary to demonstrate compliance, consistent with applicable law, District records-retention obligations, accreditation needs, litigation holds, and operational requirements.

11.4 Informal working notes may be destroyed when no longer needed, provided destruction is consistent with District policy, legal obligations, records-retention requirements, and any applicable litigation hold.

11.5 Nothing in this section shall limit the District's ability to retain, access, or disclose records where required by law, subpoena, court order, administrative agency request, accreditation review, student complaint, accommodation matter, litigation hold, Public Records Act obligation, or other legal requirement.

12. Faculty Intellectual Property

12.1 Nothing in this MOU transfers ownership of faculty intellectual property to the District or any third-party vendor.

12.2 The District shall make reasonable efforts to ensure that third-party vendors used for accessibility checking, remediation, or related compliance services do not acquire ownership of faculty-created instructional materials.

12.3 The District shall make reasonable efforts to use vendors whose terms protect District data, student information, and faculty-created instructional content from unauthorized ownership claims, reuse, sale, sublicensing, or unrelated commercial use.

12.4 To the extent practicable, the District shall use tools and vendors that do not use faculty-created instructional content to train artificial intelligence or machine-learning systems.

12.5 Nothing in this section gives PCCFA, the Academic Senate, the District Distance Education Committee, or any other committee approval authority over District procurement, vendor selection, contracting, software use, or compliance tools.

12.6 Nothing in this section limits the District's right to access, review, process, remediate, or retain course materials as necessary to meet accessibility, RSI, accommodation, accreditation, legal, records-retention, complaint-response, or operational obligations.

13. Compensation for Pre-Approved Additional Work

13.1 Faculty are expected to prepare, maintain, and update instructional materials consistent with applicable law, District standards, DE requirements, accessibility standards, RSI requirements, and professional responsibilities.

13.2 During the Transition Period only, faculty who voluntarily perform pre-approved accessibility work beyond normal course preparation duties may be compensated at the applicable stipend rate set forth in Article 12 of the CBA.

13.3 Compensable work must be pre-approved in writing by the District before the work begins and must include defined deliverables, timelines, estimated hours, and scope of work.

13.4 Examples of potentially compensable Transition Period work may include:

a. District-approved course remediation projects beyond ordinary course preparation and maintenance;

b. Service as a trained peer reviewer;

c. Advanced training facilitation requested and approved by the District;

d. District-assigned accessibility work beyond the faculty member's own ordinary course preparation responsibilities; or

e. Other specific work mutually agreed upon in writing.

13.5 Compensation shall not be available for minor remediation, ordinary course preparation, routine course maintenance, normal DE course updates, voluntary training attendance, routine use of District accessibility tools, or work performed without prior written approval.

13.6 During the Post-Compliance Period, the District shall continue to provide reasonable support services, tools, guidance, and access to accessibility and Distance Education resources. However, faculty shall not receive compensation for routine training, ordinary course preparation, routine remediation, course maintenance, or work necessary to maintain a DE course in compliance, unless the District expressly pre-approves a specific project in writing as work beyond ordinary faculty responsibilities.

13.7 No retroactive compensation shall be owed unless expressly approved in writing by the District.

13.8 Nothing in this MOU creates an entitlement to a per-course stipend, reassigned time, overload compensation, retroactive payment, or compensation for work not pre-approved by the District.

13.9 The District may establish project caps, stipend limits, budget limits, eligibility criteria, and prioritization criteria for compensated accessibility work, subject to applicable bargaining obligations.

13.10 The expiration of Transition Period compensation provisions shall not be interpreted as eliminating the ongoing obligation to maintain accessible and RSI-compliant DE courses as part of ordinary professional responsibilities and online course approval requirements.

14. Peer Reviewers

14.1 Faculty who serve as peer reviewers must be selected, trained, and approved through a District-approved process.

14.2 Peer reviewer work must be pre-approved in writing and shall include defined expectations, scope of review, confidentiality requirements, deliverables, and timelines.

14.3 Peer reviewers shall not evaluate faculty performance. Their role is limited to identifying accessibility and/or RSI issues, providing feedback, and assisting with the District's compliance and remediation process.

14.4 Peer reviewer compensation, if any, shall be determined by written agreement, pre-approval, or applicable CBA stipend provisions.

15. Academic Senate Coordination

15.1 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.

15.2 The District shall continue to consult collegially with the Academic Senate, as appropriate, while retaining final authority and responsibility for legal compliance, course scheduling, course approval, procurement, staffing, and operational implementation.

15.3 Nothing in this MOU gives any committee, workgroup, or advisory body veto authority over District actions required to meet accessibility, RSI, student accommodation, accreditation, legal, or operational obligations.

16. Labor-Management Review

16.1 The parties shall meet no later than October 1, 2026, to review implementation progress, available participation data, faculty-support needs, workload impacts, compensation issues, and any recommended adjustments.

16.2 The parties may mutually agree in writing to modify this MOU based on implementation experience, legal developments, operational needs, or available resources.

16.3 The parties may also meet sooner by mutual agreement to address urgent implementation concerns.

16.4 Labor-management review shall not delay or restrict District action necessary to comply with law, accreditation requirements, student-access obligations, accommodation requirements, complaint-response obligations, or other legal obligations.

17. Term

17.1 This MOU shall take effect upon execution and shall remain in effect through June 30, 2027, unless extended or superseded by mutual written agreement or a successor CBA.

17.2 The Transition Period compensation provisions shall expire at the end of the Transition Period and shall not create any ongoing right to compensation after the applicable legal compliance deadline.

17.3 The District's legal compliance obligations, record-retention obligations, student-access obligations, course-approval authority, confidentiality obligations, intellectual property protections, and authority to determine online course approval and online assignment eligibility shall survive the expiration of this MOU to the extent required by law, policy, the CBA, or ongoing compliance obligations.

17.4 If the applicable legal compliance deadline, required accessibility standard, or implementation obligation changes after execution of this MOU, the District may take actions necessary to comply with the changed legal obligation, subject to any applicable bargaining obligations over negotiable effects.

18. No Precedent, No Waiver, and Savings Clause

18.1 This MOU is non-precedential and shall not be cited or relied upon in any other matter or dispute, except as necessary to enforce its terms.

18.2 Nothing in this MOU constitutes a waiver of any rights, obligations, management rights, legal defenses, or bargaining obligations under the EERA, the CBA, or applicable law.

18.3 If any provision of this MOU is found invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 If any provision of this MOU conflicts with federal law, state law, regulation, court order, accreditation requirement, Chancellor's Office directive, or other controlling legal authority, the controlling legal authority shall govern, and the District may take actions necessary to comply with that authority, subject to applicable bargaining obligations over negotiable effects.

19. Grievance Procedure

19.1 Disputes concerning the interpretation or application of this MOU may be processed through the grievance procedure in Article 11 of the CBA.

19.2 Nothing in this section limits the District's ability to take actions necessary to comply with law, accreditation requirements, student-access obligations, accommodation requirements, or other legal obligations while a grievance is pending.

19.3 No grievance or dispute shall stay, postpone, or prevent District action necessary to provide student access, comply with accommodation obligations, respond to complaints, meet accreditation requirements, or comply with applicable law.

20. Entire Agreement

20.1 This MOU constitutes the entire agreement of the parties regarding the subjects addressed herein and supersedes prior written or oral agreements on these specific issues.

20.2 This MOU may be modified only by mutual written agreement of the parties.

Signatures

Agreed and accepted this ____ day of ______________, 2026.

Pasadena Area Community College District

____ Date: _________
[Name and Title]

Pasadena City College Faculty Association

____ Date: _________
[Union President]