

ARTICLE 43 – ESSENTIALS FOR FACULTY WORKING CONDITIONS

43.1 Essentials for Instruction and Student Services

43.1.1 **Offices.** The College shall provide private office space for all faculty. An office must have four floor-to-ceiling walls and a door.

43.1.2 **Computer Hardware.** The College shall provide computers and web camera for faculty use in all offices and instructional classrooms. Computers shall be no more than five years old.

43.1.3 **Computer Software.** The College shall provide software, applications, and accessories necessary for faculty work in instruction and student services.

43.1.4 **Other Equipment and IT services.** The College shall provide up-to-date (i.e. no more than five years old) equipment that is necessary for instruction in instructional spaces. Examples include projectors, smart boards, etc.

43.1.4.1 The College shall respond to all requests for support for maintenance and/or support for hardware, software, and/or equipment within a reasonable timeframe. The College shall provide IT support for faculty through multiple mechanisms, including but not limited to: IT tickets/request form(s), email, and both phone and in-person help desk during regular business hours for live assistance Monday through Friday.

43.1.4.2 A Joint Association-Administration Committee shall be established to review faculty appeals for hardware, software, and/or other equipment or supplies that have not been provided or adequately supported or maintained.

43.1.5 **Learning Management System Changes.** Should a new Learning Management system be adopted, the College shall provide no less than twelve (12) months' notice to faculty before the change takes effect. During this twelve (12) month period, the existing and new LMS will be available for faculty use, and faculty may elect to adopt the new LMS early. An additional twelve (12) month grace period shall be provided to allow faculty ongoing access to their courses and course materials in the old LMS after the deadline to transition to the new LMS. Contracted faculty shall be provided reassignment time equivalent to their annual average FTE for one term to facilitate the transition to the new LMS. For example, a 1.0 FTE contracted faculty member shall receive reassignment time of 1.0 term FTE for one term. Part-time faculty shall receive curriculum development funding at the rate of 70 hours per course for each distinct course assigned during the first year of the implementation of the new LMS.

43.2 Artificial Intelligence

43.2.1 **Definition.** Generative artificial intelligence (GenAI) is any technology that generates text, audio, images, video, or code based on content it has been pre-trained on. Examples include ChatGPT, Copilot, DALL.E, Midjourney, Bard, Caktus AI, and similar technologies.

43.2.2 **Use.** Faculty shall have the freedom to choose to use or not use GenAI in their faculty work. AI bots, AI integration, and/or any other AI feature shall not be added or incorporated within a faculty member's online course(s) in the Learning Management System without the faculty member's express permission.

43.2.3 **Faculty Work.** GenAI will not supplant work performed by faculty.

43.2.4 **Faculty Permission.** Images, audio, likeness, and video of faculty shall not be uploaded to GenAI nor to any third-party platform without the express permission of the faculty member. Images, audio, likeness, and video of faculty shall not be duplicated, altered, manipulated, nor reproduced without express permission of the faculty member. Except when required by law, video, audio, or recordings of faculty members shall not be shared or posted publicly without express permission of the faculty member.

43.2.5 **Recordings for Accommodations.** Except when required to meet ADA accommodations, faculty shall not be recorded without their express permission. Whenever faculty are recorded when required by an ADA accommodation provided to an individual, the individual with the accommodation that allows recording must sign a user agreement requiring the recordings(s) to be used for the sole purpose of the accommodation and in compliance with 43.2.4. Faculty members who will be recorded shall be notified that there is an accommodation in place that allows recording.

43.2.5.1 User Agreement for Approved Accommodations. The user agreement that individuals receiving an accommodation sign shall include the following. Use of recordings or transcripts in any format shall be for personal use only for the individual with approved accommodation. Individuals with approved accommodations shall not release, post, share, sell, or otherwise make recording and/or transcripts available in any format to any other person nor upload recordings and/or transcripts to GenAI. If other individuals in the live meeting or class where recording or transcription is provided for an approved accommodation share personal information that would be inappropriate to record or transcribe, the individual with approved accommodation agrees to pause the recording

whenever personal information is shared. Individuals with approved accommodations shall not quote information contained in the recordings or transcriptions without the express written consent of the speaker and without giving proper identity credit to the speaker. Individuals with approved accommodations may only use audio recorders to record content. Recordings may not be made or shared for outside conversations with others. Individuals with approved accommodations must delete recordings and/or transcriptions at the end of the academic term in the case of accommodations for students and at the end of the academic year in the case of employees. Faculty members have the right to ask individuals with approved accommodations to cease recording during confidential discussions or personal disclosure, provided they request all others in attendance cease writing at the time as well.

- 43.2.6 **Impacts.** The College shall reasonably consider climate and social justice impacts when considering any policy, practice, or hardware or software application with potential climate impacts, including but not limited to implementation or use of Gen AI.

43.3 Mission Fulfillment

- 43.3.1 **Fiscal Support.** By FY28, the College shall dedicate no less than 42% of annual expenses (from all funds, excluding capital bond construction funds) to instruction and no less than 14% to student services as reflected in the official audit document each year.

- 43.3.2 **Diversity, Equity, and Inclusion.** LCC shall affirm an institutional commitment to anti-racist and anti-oppression work including but not limited to: reinstating the Office of Diversity, Equity, and Inclusion with reasonably sufficient staffing such that the Office will provide (a) professional development opportunities to all employees in accordance with BP 520, Art. 23. 16, and 2017 HB 2864, including live, interactive training on implicit bias, microaggressions, cultural competency, and systemic oppression; (b) an independent ombud reporting directly to the Board of Education who shall be responsible to ensure ethics and integrity in hiring practices, to respond to concerns about search processes with the authority to declare a failed search and create a new process; and (c) fulfillment of the bias incident response procedure with a focus on a restorative justice approach.

- 43.3.3 **Searches and Search Advocates.**

43.3.3.1 To promote equity and inclusion, LCC shall contract with external consultants to do a comprehensive overarching audit of LCC search processes, including procedures for committee composition. Search committees must include faculty members chosen by their peers.

43.3.3.2 Faculty members who serve as search advocates shall be provided one course release for one term up to 0.333 term FTE or equivalent compensation if release is not possible.

43.3.3.3 Faculty members serving on more than one search per year shall be provided one course release for one term up to 0.333 term FTE or equivalent compensation if release is not possible.

43.3.3.4 LCC shall strive to increase representation at all levels of management and upper administration positions to include racial and ethnic minorities and members of the LGBTQIA+ community, including through: required external posting of all positions, required internal posting of all interim positions, and interim positions limited to twelve months. LCC shall contract with experienced, relevant, reputable nationwide external consultants (e.g. ACCT) to run standardized upper management position searches. No appointments, interim or otherwise, shall be made without a search committee following approved procedure.