

ARTICLE 8 INSTRUCTIONAL SUPPORT

A. COMMITMENT TO PROVIDING INSTRUCTIONAL RESOURCES

4. The University shall provide Unit 18 faculty with access to facilities, services, texts, and instructional support as detailed in the non-exhaustive list below that is reasonably as necessary for Unit 18 faculty to complete their assigned duties and responsibilities in accordance with Articles 3, 24, and 31. The University recognizes that compliance with Article 43 is necessary for complying with this commitment. including but not limited to:

B. CLASSROOM INFRASTRUCTURE

The University shall provide classrooms that are clean, safe, ADA-accessible and equipped with the following:

1. Functional instructional infrastructure and technology reasonably necessary to perform assigned responsibilities, including but not limited to: internet access, a computer, projector, display screen, and the connections and adapters necessary for instructional devices;
2. Enough chairs and desk space for all students enrolled in the class, the Unit 18 faculty member, and any other instructors or participants;
3. Doors that lock from the inside;
4. Adequate WiFi bandwidth to ensure timely receipt of campus safety notifications, as well as smooth operation of synchronous in-person online activities within the classroom;
5. Timely access to designated staff support for classroom and instructional technology;
6. Space compliant with Universal Design principles;
7. Proper ventilation and temperature, fans available on demand.

C. INSTRUCTIONAL SUPPLIES

1. Each campus shall provide each Unit 18 faculty member a discretionary budget of \$400 per course to support instruction or course development.

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such as teaching or office supplies, materials, or honorariums for guest lecturers.

2. **The University shall provide all necessary texts and/or reading materials; printing and photocopying equipment; ~~and~~ confidential document disposal- that the Unit 18 faculty member needs to perform their academic responsibilities.** [moved from 8.A.1.h,i,j]
3. **The University shall provide clear and timely directives and adequate support to implement any changes to course design or materials mandated by federal or state regulations. Any work the Unit 18 lecturer must do to reach compliance shall be compensated per the provisions in Article 24.**

D. ASE SUPPORT

1. **The number of ASEs assigned to courses taught by Unit 18 faculty will match the staffing levels provided to Senate Faculty teaching courses within the same department.**
 - a. **If ASE support has been reduced in the last two years, it will be returned to 2024-2025 levels, at minimum.**
 - b. **In no circumstance will ASE support be reduced if doing so creates a situation where the Unit 18 faculty cannot perform their work in accordance with Articles 3, 24, and 31.**
2. **Unit 18 faculty shall have final approval of all ASEs assigned to their course. During the term, a Unit 18 faculty member may request that an ASE be reassigned when the ASE demonstrates a failure to complete assigned duties, interfering with the effective functioning of the instructional team. Such requests shall not be unreasonably denied.**

E. INSTRUCTIONAL TECHNOLOGY

1. **The University recognizes that computers, software, connectivity, and related technology are necessary tools for the performance of Unit 18 faculty members' teaching, research, service, advising, communication, and administrative responsibilities.**

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2. **Unit 18 faculty may choose to use either a personal computer or a University-provided device.**
3. **For Unit 18 faculty who choose a University-provided device, the University shall provide a dedicated, current-generation laptop or desktop computer. Unit 18 faculty may choose between a laptop or a desktop computer. The University shall provide an updated replacement device at least every three years.**
4. **For Unit 18 faculty who choose to use their personal devices, the following provisions shall apply:**
 - a. **The University shall provide a technology stipend of One Hundred Twenty Five Dollars (\$125) per month, or One Thousand Five Hundred Dollars (\$1,500) annually.**
 - i. **Beginning with the second academic year after the ratification of this Agreement, the monthly/annual technology stipend shall increase by the same percentage as the annual national rate of inflation, or the general salary increase negotiated for bargaining-unit faculty, whichever is higher unless the parties mutually agree otherwise.**
 - b. **The stipend shall be paid through regular payroll and shall not be charged against or deducted from any professional-development, travel, research, instructional, or departmental funds otherwise available to the faculty member.**
 - c. **Receipt of the technology stipend shall not constitute a waiver of a faculty member's right to reimbursement related to 8C1 above or any other approved expenses under this Agreement or applicable University policy.**
 - d. **Payment of the technology stipend shall not transfer ownership of the faculty member's personally owned equipment to the University. The University shall not require faculty members receiving the stipend to surrender personal equipment except as may be required**

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by law or pursuant to a mutually agreed cybersecurity or information-security procedure.

- e. **The University shall provide reasonable guidance and support concerning security requirements for personally owned devices used to access University systems.**
5. **Regardless of whether a faculty member receives the stipend or uses University-provided equipment, the University shall provide, at no cost to the Unit 18 faculty member, network access, software licenses, such as Adobe Acrobat, Express Premium, and Creative Cloud Pro, editing software, GPU access, recording equipment, etc., and technical support necessary for Unit 18 faculty members to access University systems, maintain their devices, and perform their duties.**
6. **Any university security and/or surveillance software use will conform to Article 44.**
7. ~~4.~~ Unit 18 faculty shall have **full** access to **all campus online systems including but not limited to** email, **LMS/ instructional technology platforms** and online course databases ~~fourteen (14) calendar days~~ **at least 60 days** before the start of the assigned teaching responsibilities, ~~whenever practicable.~~
[moved from 8.A.4]
- ~~5.~~ Unit 18 faculty shall have **retain** access to **these systems** ~~University email in accordance with local campus policies and procedures in effect at the time of separation~~ [moved from 8.A.5] **as follows:**
- **for Continuing and Senior Continuing Unit 18 faculty: access shall be retained in perpetuity.**
 - **for pre-Continuing Unit 18 faculty: access shall be retained for 5 years after the date of retirement, layoff or voluntary separation.**
 - **When a Unit 18 faculty member teaches in non-consecutive terms, they shall retain access between the terms.**
8. **All Unit 18 faculty shall be included on department websites, online schedule of classes, campus directories, and any other physical or electronic directories unless the Unit 18 faculty member requests to not be included. Such requests shall not be unreasonably denied.**

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F. OFFICE SPACE

1. **Unit 18 faculty shall be provided private office space that permits Unit 18 faculty to conduct confidential student meetings, protect student information consistent with FERPA, and allow for teaching and meeting with students on Zoom. The offices shall be ADA-accessible and equipped with:**
 - a. **A door that closes and locks from the inside and outside.**
 - b. **A dedicated desk for each Unit 18 faculty member.**
 - c. **At least two chairs per desk.**
 - d. Appropriate **lockable** storage space to secure files, books, student work and personal effects, ~~where practicable~~ **that is accessible only by the Unit 18 faculty member instructor of record.** [moved from A.1.d]
 - e. Computer labs, ~~or~~ copy rooms, **or cubicle farms** shall not be substituted for office space as described in A.1.a. above. [moved from A.2]
2. **Where office space must be shared, no more than two faculty members shall be assigned to the same office.**
3. **If both occupants of a shared office require private use of the office at the same time, the department shall provide one of the affected Unit 18 faculty members with alternate private space. Such alternate arrangement shall be provided within one business day of the Unit 18 faculty member's request.**
 - ~~a. office and desk space;~~
 - ~~b. desktop computer or laptop computer (laptop loan programs may be established by each campus and may be distributed on a campus/department/program/unit basis);~~
 - ~~c. training and support for web-based tools;~~
 - ~~d. appropriate storage space to secure files, books, student work and personal effects, where practicable; [moved in part to F.1.d]~~
 - ~~e. office, laboratory, and instructional equipment;~~

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~~f. mailbox and email;~~

~~g. office supplies;~~

~~h. text, and/or reading materials; [moved to 8.C.2 above]~~

~~i. printing and photocopying equipment; [moved to 8.C.2 above]~~

~~j. confidential document disposal. [moved to 8.C.2 above]~~

~~2. Computer labs or copy rooms shall not be substituted for office space as described in A.1.a. above.~~

~~3. Laptop computer loan program~~

~~A campus/department/program/unit may institute a laptop loan program. The laptop computer must be returned to the initiating office no later than the end of the appointment or the Unit 18 faculty member is liable for the replacement cost.~~

~~4. Unit 18 faculty shall have access to email and online course databases fourteen (14) calendar days before the start of the assigned teaching responsibilities, whenever practicable. [moved to 8.E.7 above]~~

~~5. Unit 18 faculty shall have access to University email in accordance with local campus policies and procedures in effect at the time of separation. [moved to 8.E.7 above]~~

~~6. To the extent that infrastructure and/or resources are available:~~

~~a. Unit 18 faculty teaching courses and sections shall be listed by name on the updatable online schedule of classes;~~

~~b. Unit 18 faculty shall be listed in the campus online directory;~~

~~c. Continuing Appointees shall be listed on the departmental web site, and may be provided access to their own faculty web page; and~~

~~d. Pre six Appointees may be listed on the departmental web site, and may be provided access to their own faculty web page; and~~

~~e. Continuing Appointees shall be included in physical directories, e.g. building signage, where it exists.~~

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- ~~7. The University will fill Unit 18 faculty requests for Teaching Assistant and Reader support, based on department procedures and available resources (personnel and budget).~~

G. B. SUBSTITUTE FOR INSTRUCTIONAL DELIVERY

If a Unit 18 faculty member is unable to fulfill the instructional duties with respect to a scheduled class and a suitable arrangement cannot be made to provide for the delivery of necessary instruction, the Unit 18 faculty member may request University assistance in arranging a substitute to satisfy the instructional obligations of the course. If the University decides that a substitute is appropriate and necessary, the University shall assume all related expenses, if any, for the substitute.

G. GRANTS AND TEACHING AWARDS

- ~~1. Unit 18 faculty may apply for grants for instructional improvement and course development and may apply or be nominated for teaching awards. Unit 18 faculty are eligible for and may request course support funds, and such requests shall not be capriciously denied, or denied solely on the basis of bargaining unit membership.~~
- ~~2. Information pertaining to available campus instructional grants and awards shall be made available to Unit 18 faculty by the same means as those used for other instructional appointees.~~
- ~~3. At the sole discretion of the University, a Unit 18 faculty member may be granted Principal Investigator status in accordance with Contracts and Grants Policy. [moved to Article 9]~~

H. D. INFORMATION REQUESTS

If the Union files an information request for a campus' instructional development grants for the preceding academic year, the University shall include the names, funding request amounts, and actions on those requests for all Unit 18 faculty.

I. GRIEVABILITY

All provisions of this Article are subject to Article 32–Grievance Procedure and Article 33–Arbitration.

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J. E. ARBITRATOR'S AUTHORITY

~~In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to review the University's decisions whether or not to provide grants for instructional improvement and/or course development, or to bestow a teaching award under Section C.1. The arbitrator shall have no authority to modify University procedures, in Section A, or to substitute their judgment for that of the University with regard to the determination of whether infrastructure or resources are or are not available, as described in Section A.~~

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