

Who Protects Faculty in the Future of AI Learning

By K. Frindell Teuscher, CCCI President, Santa Rosa Jr. College, FACCC Communications Committee



Given the expansion of community college partnerships with private entities over the last several decades, it comes as no surprise that Generative Artificial Intelligence (GenAI), along with related technologies and products, have found their way into the California Community Colleges system. GenAI has been billed as “the future of learning” in The Chancellor’s Vision 2030, the roadmap for the California Community Colleges. The Vision (July 2025) introduces the section on GenAI with a note of caution, stating, “Generative AI presents both opportunities and risks for higher education. Policy must prioritize human oversight, data security, and equity to ensure AI enhances learning, protects students, and narrows rather than widens the digital divide.” While protecting students is paramount, this document makes no mention of protecting faculty members, staff, or institutions. Faculty are also entitled to data security and equity, along with other provisions that protect their rights, working conditions, and the very nature of teaching.

Community college faculty earned the right to unionize and engage in collective bargaining under the Rodda Act (Educational Employment Relations Act, or EERA), enacted in 1975. Faculty unions across the state have the right and responsibility to demand negotiations on changes proposed by the administration that either fall within the mandatory scope of representation or have effects that fall within that scope. Under EERA, the mandatory scope includes “matters relating to wages, hours of employment, and other terms and conditions of employment.” There are countless matters deemed terms and conditions of employment by the Public Employment Relations Board (PERB). Within this expansive list, many will be affected by an administration’s decision to bring AI into the workplace.

Faculty unions have a unique role as the exclusive bargaining agent for faculty working conditions. Still, they are not the only body that can help protect our institutions from the rush to let AI into every aspect of our system. The Academic Senate for California Community Colleges has passed resolutions and written policy papers pertaining to academic and



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professional matters and AI, and local Academic Senates have begun to recommend guardrails for student use of GenAI, discuss integration of AI into curriculum, evaluate standards for academic integrity on GenAI use, and advocate for professional development. Administration should ensure that the GenAI technologies they bring in align with their districts’ strategic plans. The governance systems we have are in place for a reason, and community colleges should deploy them.

In addition to partnering with tech giants Google and Microsoft to make GenAI available systemwide for use by faculty and staff, the California Community Colleges Chancellor’s Office (CCCCO) has made a tool called Nectir.ai available to California Community Colleges faculty members in their Canvas shells. Nectir.ai offers “unlimited AI assistant creation for courses, departments, programs, or personal use.” Inviting non-human teaching assistants into our districts’ learning management systems certainly presents an administrative change whose effects can be bargained over at the negotiating table.

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When a union demands impact bargaining over a change, that change cannot be implemented until negotiations over those impacts are complete. This means that faculty members who want to use tools like Nectir.ai will have to wait before they can. These GenAI tools were made available to our districts when the CCCCCO authorized their use by all California Community Colleges. This unconventional approach effectively circumvented the normal shared governance process that oversees technology adoption decisions by individual districts. In tech parlance, this is disruption. This is where unions need to step in. If the impacts of GenAI tools on working conditions are not considered before deployment, it may be too late to negotiate.

Areas in which GenAI may affect faculty working conditions include: privacy, surveillance, evaluation procedures, class size, workload, academic freedom, intellectual property, and perhaps even the faculty job description itself. Information about the security and privacy protections provided by the companies that create these AI tools is muddy, at best. Districts may not have the capacity to answer questions from unions, such as “How can I be sure that this GenAI tool will not use my intellectual property as training material for machine learning?” Further, what was used to train the machines in the first place? Faculty contracts across the state address intellectual property rights to varying degrees. Still, the extent to which those rights overlap with the introduction of new technology needs to be addressed, especially for GenAI tools designed to exploit human-generated content.



GenAI tools like Nectir.ai purport to do the actual work of a professor by performing tasks like answering student emails, providing chatbot tutoring, and writing tests and discussion prompts. This type of tool could cause a host of

working conditions issues. Will the use of these tools fundamentally alter our job descriptions? If so, that requires negotiation. If students complain that an AI bot is being used to teach them, will faculty members be subject to discipline, or will districts defend faculty members’ choice to use these bots as an exercise of academic freedom? Will districts attempt to increase class sizes, particularly in online classes, or refuse to hire support staff, citing the increased “efficiency” enabled by AI?

Will bringing in GenAI tools decrease or increase faculty workload? Will faculty members be paid for the time required for necessary training? Do districts want to mandate use of the tools or keep them optional? Can a faculty member be evaluated on the choice they make to use or not use these tools? All of these questions should be considered at the bargaining table.

The Chancellor’s Office suggests that GenAI is inextricably tied to the future of learning and can both undermine and enhance it. The same can be said for the future of teaching. Faculty unions possess significant power to ensure that the nature of our jobs and the conditions in which we do them are mindfully considered before adopting this rapidly expanding technology. Agreements made at the bargaining table should protect faculty members from the disruption central to the tech industry’s goals.

Faculty are perhaps the most integral part of the future of learning. They should have the right to do their jobs without having their privacy or intellectual property compromised, and be able to work with the tools without the tools working against them. ■



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