NEA Sample Artificial Intelligence Bargaining Language

Article [X] Use of Artificial Intelligence (AI) in Education

Section 1. Definitions

Artificial Intelligence (AI): machine-based systems designed around human-defined objectives to perform tasks that would otherwise require human or animal intelligence

Algorithm: a set of instructions or rules that enable machines to learn, analyze data, and make decisions based on that knowledge

Generative AI: artificial intelligence tools that generate text, images, videos, or other content based on existing data patterns and structures

Section 2. Joint Labor-Management Committee on Artificial Intelligence

2.1 Purpose

The Employer and the Union agree to establish a Joint Labor-Management Committee on Artificial Intelligence ("AI Committee" or "Committee"). The purpose of the AI Committee is to collaboratively identify, evaluate, monitor, and make recommendations concerning the development, deployment, and impact of AI in education.

2.2 Composition

The AI Committee shall be composed of an equal number of representatives from the Employer and the Union [*if bargaining unit is not wall-to-wall and/or other unions exist under the employer, be sure to include them in the process*]. Each party shall appoint up to [X] members.

Section 3. Implementation of Artificial Intelligence

3.1 Adoption and Implementation Criteria

There shall be no adoption or implementation of AI that impacts bargaining unit employees without agreement between the Employer and the Union. The introduction and use of any such technologies will only be considered following a complete impact assessment related to how uses of AI-enabled systems will affect employees, their working conditions, and students' learning conditions.

3.2 Professional Learning and Development

The Employer, in partnership with the Union, will provide sufficient, ongoing training, technical support, preparation time, and the necessary resources for educators, administrators, and students to understand and use the technology in a responsible way.

Continuous training, professional development, and support shall be provided to all employees, as necessary, and will be held during the contractual school day, unless mutually agreed upon otherwise. If held during non-contractual hours, employees will be compensated per [Article X, Section X].

3.3 Protection of Educator Autonomy

The Employer acknowledges the professional judgment and autonomy of educators in determining the most appropriate use of technology in their classrooms. Educators have full autonomy and authority to decide if, when, and how generative AI tools should be integrated into the instructional process, in alignment with curricular goals and student learning outcomes.

3.4 Access and Use of Technology

If AI is adopted and implemented, the Employer shall provide all classrooms and appropriate worksites with up-to-date technology, including hardware that can efficiently run AI-enabled tools. The Employer will also ensure that any AI-enabled system is compliant with all applicable state, local and federal laws and regulations and are purpose built for safe and effective use in education contexts.

3.5 Intellectual Property Rights

Recognizing the creative potential of technology, especially generative AI technology, the Employer will provide clear rules and guidelines to Educators and the public on the ownership of intellectual property generated in the classroom, by either students or educators, through technology.

The Employer will not use AI and other advanced technology to synthetically reproduce the voice, likeness, or other indicia of personal identity of a bargaining unit employee, student, or other stakeholder for any purpose without their express permission.

3.6 Data Security and Privacy

A. The Employer ensures that all classroom technology adheres to the highest standards of data security and privacy, in compliance with local, state and federal privacy laws and regulations to protect the confidentiality of student and employee data, and that such data is used solely for the intended purposes.

B. The Employer shall not use advanced technology, including AI-driven or algorithmic tools, to conduct continuous or intrusive surveillance of employees or students. This includes, but is not limited to, constant facial recognition, student transportation monitoring, keystroke monitoring (beyond minimal security requirements), or real-time audio analysis.

3.7 Health and Safety

The Employer is responsible for ensuring the health and safety of Employees and students. The Employer is accountable for any misuse of AI technology, including harassment or bullying of staff or students. Unless due to gross negligence, Employees shall be indemnified and held harmless.

Section 4. No Adverse Impact

The use of AI or other advanced technology shall have a more than de minimis impact on the conditions of employment of bargaining unit employees.

4.1 Discipline

AI will not be used in any disciplinary procedures or other adverse employment action (e.g., involuntary transfer), and no data gathered from AI-related technology will be used in any way to initiate or progress disciplinary or other adverse action against an employee except in cases where utilization of AI violates legal or policy standards or can be considered gross misconduct.

4.2 Reduction in Force (RIF)

A. The Employer shall not eliminate or reduce the positions, hours, or compensation of bargaining unit employees as a result of adopting or implementing advanced technology, including generative AI.

B. The principle of ‘human in command’ will always be adhered to. AI and other advanced technology, including algorithms and other management tools, should support and supplement human interaction, not supplant or assume responsibility for human decision-making, and therefore shall not be used as a basis for reducing staff or eliminating positions.

4.3 Performance and Evaluation

A. AI will not be utilized in any facet of the assessment and evaluation of employee performance.

B. No educator shall be evaluated or penalized based on the performance or output of AI systems, including automated grading or assessments. Any decisions made by the employer related to employment, evaluations, or student outcomes will be based on human oversight and judgment.

4.4 Non-discrimination

A. Algorithms of AI will be regularly audited as part of the ongoing review and assessment process to ensure that stereotyping, bias, and discrimination based on race, gender and gender identity, age, disability, sexual orientation, union membership, or any other protected characteristic are not embedded in the technological design. The results of such audits will be made available to the Union and any stakeholder affected by algorithmic decisions.

B. Nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

Section 5. Duty to Negotiate/Reopener

A. The Employer and the Union recognize that not every situation involving the use of advanced technology in schools can be fully anticipated or qualified in this Agreement. Consequently, before any decision is made to develop, purchase, adopt, or implement AI or any other advanced technology that may affect an educator's professional responsibilities or working conditions in any manner, the Employer and the Union shall engage in good-faith negotiations to address the potential impacts and ensure that no harm comes to educators as a result of such decisions. This obligation includes circumstances including, but not limited to:

- Substantial introduction of new AI technologies
- Legislative or regulatory changes
- Policy or instructional shifts
- Demonstrated adverse impact on teaching and learning
- Demonstrated adverse impact on local communities, including environmental impacts
- Mutual agreement

B. Given the rapid pace of technological advancements, the Employer and the Union agree that this technology section of the Agreement may be reopened for review and possible amendment every six (6) months, if both Parties mutually consent. Such a reopener shall focus specifically on issues relating to the safe, ethical, equitable, and effective use of technology and AI in the classroom and will not automatically trigger a reopening of other unrelated sections of this Agreement.

Section 6. Suspension of Technology Utilization

A. Either Party may initiate a suspension of use of AI for just cause. This includes, but is not limited to, credible safety, legal, data risks, or incidents or patterns of harmful bias. If a suspension of use is called for, the AI Committee [and each party's leadership if not on committee] may meet to discuss the concerns. If a meeting cannot be held in a timely manner or there is an immediate threat to health or safety, a temporary suspension of use shall be executed until such time that a meeting can be held. If an agreement between the parties as to whether a temporary or permanent suspension of use is warranted and, if temporary, what the appropriate solution is, cannot be reached, the parties may refer to the dispute resolution procedures outlined within Article [X], with the option of expedited arbitration if necessary. During such time, if an immediate threat to health or safety exists, a temporary suspension of use shall remain in place until resolved.

   Efforts to suspend the use of AI technology must include an assessment of student and educator impact and consider the continuity of accommodations and supports that students and educators may need in the workplace or to access learning and school activities. Suspensions of AI-enabled systems shall not reduce access necessary for students with disabilities, English language learners, or underserved populations, nor should they reduce access for educators in need of assistance and accommodations provided by AI-enabled technology.

   A just cause standard includes, but is not limited to:

   - a continual pattern of, or egregious, failure(s) regarding data security or individual privacy
   - persistent or egregious health or safety concern(s), including environmental hazards
   - perpetuation or exacerbation of bias or discrimination
   - repeated or egregious violation of this Agreement stemming from the use of AI or advanced technology
   - violation of local, state, or federal law

B. A call for suspension of use shall be transmitted in writing, providing a detailed reason for the decision and supporting information, data, and rationale.