

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



Section 1. Purpose and Principles

- 1.1 The Employer and the Union recognize the growing role of Artificial Intelligence and advanced technology (AI) in the field of education and the importance of using AI in a manner that enhances student learning, improves administrative efficiency, and supports educators in their professional duties.
- 1.2 The Parties agree that if the integration of AI is to be implemented, it must be conducted with careful consideration of the following principles:

Principle 1: Students and educators must remain at the center of education

Principle 2: Evidence-based AI technology must enhance the educational experience

Principle 3: Ethical development and use of AI technology and strong data protection practices

Principle 4: Equitable access to and use of AI tools is ensured

Principle 5: Ongoing education with and about AI

1.3 Definitions

The Parties may, by mutual agreement, update these definitions to address newly emerging technologies.

Advanced Technology: includes, but is not limited to, any hardware or software solution utilizing machine learning, predictive analytics, or other artificial intelligence algorithms to automate tasks, analyze data, or generate content

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

Algorithmic bias: systematic, unwanted unfairness in how a computer detects patterns or automates decisions, often based on characteristics and identities such as age, class, culture, disability, ethnicity, gender, location, nationality, political affiliation, race, religious background and practices, and/or sexuality

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

AI Literacy: understanding what it means to learn with and about AI while gaining specific knowledge about how artificial intelligence works, the skills necessary to master AI tools, and how to critically navigate the benefits and risks of this technology

Data Governance: a set of practices that ensures that data assets are formally managed throughout a system/enterprise and that defines the roles, responsibilities, and processes for ensuring accountability for and ownership of data assets

Deep Learning: subset of machine learning based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data

Educators: people employed by an institution dedicated to pre-K-12 or higher education, including licensed or certificated staff and faculty and education support professionals or classified staff

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

Machine Learning: subset of AI that enables machines to develop algorithms, including via deep learning (as defined above), based on statistical inferences drawn from patterns in submitted training data, including, but not limited to, diffusion models and large language models, for the purpose of performing tasks; such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content

Transparency: open disclosure of how AI systems work, including how they reach decisions, and the data used to do so

Section 2. Joint Labor-Management Committee on Artificial Intelligence and Advanced Technology

2.1 Purpose

The Employer and the Union agree to establish a Joint Labor-Management Committee on Artificial Intelligence and Advanced Technology ("AI Committee" or "Committee"). The Parties recognize the rapid pace of change and the complexities surrounding advanced technology and that the utilization of AI in education is a shared responsibility. The purpose of the AI Committee is to collaboratively identify, evaluate, monitor, and make recommendations concerning the development, deployment, and impact of AI, machine learning, algorithmic systems, and related technologies in education. This collaborative approach ensures that the selected technology meets the educational objectives of the Employer, meets our shared values and principles, and supports the instructional needs of the educators and the educational needs of students.

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, including at least one subject matter expert in AI, where feasible. If a subject matter expert is not available internally, the parties may mutually agree to include an external subject matter expert if feasible and as necessary. The parties shall also each appoint [X] parents/guardians and [X] members of the community.

2.3 Meetings

The AI Committee shall meet quarterly or more frequently as mutually agreed. Meetings shall be scheduled during regular work hours, and union representatives shall not suffer any loss in pay for time spent attending such meetings.

2.4 Scope and Duties

The AI Committee's tasks shall include, but not be limited to:

- Review and assess the implementation or expansion of AI systems that may affect staff, students, and the greater school community.
- Evaluate technology options in a fair, equitable, systematic, and transparent manner. The evaluation will consider factors such as effectiveness, ease of use, reliability, safety, equitable access, workforce impacts, data privacy protections, cost, and student learning, behavior, and health.
- Make a joint recommendation to the Employer and the Union for the adoption of specific technologies if such decision is reached. Recommendations will ensure transparency, fairness, and accountability in the use of AI systems, and to protect educators' and students' rights, privacy, and dignity.

- Develop a timeline for potential technology deployments and shall build in, as is necessary, a notice period of at least [X] days of any intent by the Employer to propose new technology to the Committee.
- Develop an implementation plan should proposed new technology be adopted. This plan will cover aspects such as training for educators and students, pilot testing, roll-out, and monitoring effectiveness.
- Review specific problems as they arise.
- Review and discuss health and safety guidelines.
- Review third-party vendor contracts involving AI systems under consideration for use in education.

2.5 Information Sharing

The principle of full openness and transparency at all stages of the process will be ensured. The Employer shall provide the AI Committee with all necessary information including, but not limited to, AI systems, algorithms, datasets, metrics to inform discussions, reviews and assessments, evaluations, recommendations, implementation plans, and other tasks undertaken by the Committee.

2.6 Committee Training

Training will be provided to ensure adequate knowledge and AI literacy so that meaningful and informed discussions can take place and to challenge and interpret information when necessary. Such information will be clear and non-technical where possible and an agreed record of decisions made will be kept.

2.7 Non-Waiver of Rights

The AI Committee shall serve an advisory role only and shall not limit the Union's rights to bargain over mandatory subjects or grieve any violation of the collective bargaining agreement. This shall not preclude the adoption of Committee work into the collective bargaining agreement, memorandum of understanding (MOU), or board policy if by mutual agreement by the Employer and the Union. The establishment of this Committee shall not be construed as a waiver of any legal or contractual rights by either Party.

2.8 Duration

The AI Committee shall remain in place for the duration of the collective bargaining agreement and may be renewed or modified by mutual agreement of the parties.

Section 3. Implementation of Artificial Intelligence and Advanced Technology

3.1 Adoption and Implementation Criteria

There shall be no adoption or implementation of AI 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 working and teaching and learning conditions
- B. Environmental impact study and review of existing and ongoing research on both a micro and macro level
- C. Establishment of sound policies, procedures, and agreements including, but not limited to:
 - (i) Training and professional development
 - (ii) Protection of educator autonomy
 - (iii) Recognition of human skills and expertise and noninfringement of bargaining unit work
 - (iv) Intellectual property rights
 - (v) Equitable and fair access and use of technology
 - (vi) Data security and privacy
 - (vii) Health and safety
 - (viii) Review, assessment, and feedback
 - (ix) No adverse impact
 - a. Performance and evaluation
 - b. Non-discrimination
 - c. Discipline
 - d. Reduction in Force
 - (x) Employment and hiring
- D. Comprehensive pilot program(s)

3.2 Notification

The Employer and the Union will ensure that all stakeholders potentially impacted by the use of AI, including employees and parents/guardians [and students in the case of higher education], receive consistent open and transparent communication and timely and meaningful consultation throughout the process, beginning with the early stages of review of research and assessments to any decisions made regarding the adoption and implementation of such technology and any post-adoption updates.

3.3 Pilot Program

The Employer will engage the Union in pre-decisional involvement concerning the introduction of AI through the AI Committee outlined in Section 2 above, including the establishment of a comprehensive pilot program should the mutual agreement and decision be made to engage in one following the preceding steps outlined in the process.

The Parties agree that any use of AI impacting the conditions of employment of bargaining unit employees and the teaching and learning conditions of educators and students must be run as a pilot program before being implemented [district/university]-wide.

The duration of pilot programs will be [X amount of time] at a minimum and will be evaluated at the end of that period for elements including, but not limited to:

ability to serve as an enhancement or detriment to teaching and learning, efficiency, cost effectiveness, accuracy and impact on the working conditions of bargaining unit employees and the impact of the education community as a whole, health and safety concerns, and data security and privacy.

The pilot program(s) may be extended for an additional term of [X amount of time] or subject to a memorandum of understanding (MOU) or contract reopener as outlined in Section 5 below.

3.4 Training and Professional Development

- A. The Employer and the Union are committed to ensuring that AI is used safely, effectively, and equitably in the classroom. 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. The effectiveness of the training and support shall be evaluated through employee feedback, pre- and post-training assessments, and periodic reviews. The Parties will also provide a platform for employees to share their experiences, challenges, and best practices with the adopted technology.
- B. Training topics will include, but not be limited to:
 - (i) Helping educators increase AI literacy and understand how AI works, and how to evaluate and critically analyze it
 - (ii) Ethical use of AI, including data privacy, algorithmic bias, and transparency
 - (iii) Learning how to use technology, including generative AI, and practical integration in the classroom in support of student learning and educator professional growth
 - (iv) Promoting a healthy balance for the use of technology in the classroom, integrating traditional teaching methods alongside digital ones
 - (v) Understanding appropriate screen time in various classroom settings and age groups
 - (vi) Providing resources for educators and other school staff to recognize signs of digital fatigue or emotional distress related to technology use in students

- (vii) Assessing the potential risks and benefits of using different technology in the classroom, especially focused on health and safety risks and prevention measures
 - (viii) Accessing tools for regular communication with parents/guardians on the technology used in the classroom, its purpose, and its effect on their child's learning
 - (ix) Sharing helpful guidelines for parents/guardians to support healthy technology use at home
 - (x) Responding to any concerns or questions from parents/guardians about their child's use of technology in the classroom
 - (xi) Compliance with applicable federal and state laws, district policies, and the terms of this agreement regarding technology use in education
 - (xii) Continuous training and professional development as technology evolves
- C. Training 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].

3.5 Protection of Educator Autonomy

- A. 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 and when and how advanced technologies, including generative AI, should be integrated into the instructional process, in alignment with curricular goals and student learning outcomes.
- B. Educators retain the right to modify, limit, or suspend the use of technology in situations where its application may hinder classroom management, undermine pedagogical objectives, or disrupt the flow of instruction. The Employer will respect these decisions and provide alternative resources or methods needed to ensure continuity in teaching and learning if necessary.
- C. The Employer and Union agree that any technology use initiatives will be subject to prior consultation and decision-making processes with educators through the AI Committee outlined in Section 2 above. Educators will have the opportunity to voice concerns, propose modifications, and request accommodation to ensure that the technology complements their teaching style and addresses the diverse needs of their students.
- D. Educators will be empowered to create personalized learning environments where technology is used to supplement – not supplant – traditional teaching methods. The Employer will support educators in balancing technology integration with established pedagogical practices, ensuring that technology serves as a tool for innovation rather than a constraint on professional autonomy.

- E. In cases where new technology is introduced, educators will have the right to conduct pilot programs or phased implementations to assess its effectiveness in their specific instructional context, as outlined in Section 3.3 above. Feedback from these pilots will be used to refine the broader adoption of technology across classrooms, with an emphasis on educator discretion in its use.
- F. The Employer commits to ensuring that any adoption and implementation of AI does not lead to increased workloads or unrealistic demands. Technology should serve as a means of enhancing instruction without infringing on educators' time for lesson planning, assessment, or professional development.
- G. This section reinforces the critical role of educators as decision-makers in their classrooms and ensures that technology remains a tool to support, rather than dictate, instructional practices.

3.6 Access and Use of Technology

- A. 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 generative AI, that is compliant with all applicable state, local and federal laws and regulations and specifically designed for educational use that:
 - (i) Requires the Employer to inform parents/guardians (students for higher education) and receive an acknowledgment from them that they are aware that advanced technology, including AI, is being used in the school. This acknowledgement must be confirmed within the first [X] days of school or the enrollment of a student.
 - (ii) Ensures the educator makes all decisions regarding the appropriate use of technology in the classroom, including the right to suspend the use of technology when it adversely affects the classroom or undermines teaching and/or learning.
 - (iii) Ensure that access is equitable for all students, with sensitivity to the fact that some students only access to internet technology may be at the school.
 - (iv) Creates a more efficient system and does not increase the workload of educators.
 - (v) Supports educator efforts to develop critical thinking and problem-solving skills.
 - (vi) Provides educator-directed personalized learning experiences to students, including tutoring, equitably, for students of all levels, and in all subjects.
 - (vii) Tracks student progress in real time and identifies areas where educators and the Employer can provide students with additional support.
 - (viii) Provides timely and detailed feedback the educator can share with students.
 - (ix) Allows efficient and effective recordkeeping and provides planning tools for educators.
 - (x) Offers educators efficient and effective ways to communicate with each other to share concerns, problems, malfunctions, and best practices.
 - (xi) Provides educators with tools that enhance their communication with parents/guardians and other outside agencies.

- B. The Employer will provide ongoing technical support and regular maintenance for all educational technology, including AI, to ensure its functionality, reliability, and safety.

3.7 Intellectual Property Rights

- A. Recognizing the creative potential of technology, especially generative AI technology, the Employer will respect and adhere to all state, local and federal laws regarding intellectual property rights. This includes, but is not limited to:
 - (i) Providing 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.
 - (ii) Ensuring the use of technology in the classrooms does not infringe upon any intellectual property rights.
- B. AI and other advanced technology will not be utilized to synthetically reproduce the voice, likeness, or other indicia of personal identity of a bargaining unit employee, student, or other stakeholder for any purpose.

3.8 Data Security and Privacy

- A. The Employer will ensure all school stakeholders that have not opted out per 3.8(C) below have consented to the use of AI technology, and that they understand, in writing, what they are consenting to. This is particularly crucial when it comes to data collection and use, and any potential risks involved.
- B. Employees will not be held responsible or liable for any failures or issues directly related to the use of technology in the classroom, the resulting output occurring in the performance of the employees' duties and within the scope of their employment with the Employer, or any other related part of the educational process. The Employer shall indemnify, defend, and hold the employee harmless from any claims, actions, damages, liabilities, costs, and all expenses arising out of or in connection with any such technological failures, malfunctions, or other problems and issues.
- C. Utilization of AI is not mandatory. The Employer and the Union will jointly create a process that allows employees and students to opt out of using specific educational technologies and to deny consent of any personal data collection. This process will clarify the circumstances when individuals can opt out and how these opt-outs will be managed.

- D. 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. Data security and privacy policies will be made publicly available, and all data will be subject to state and local sunshine laws. The Employer shall not collect, use, or disclose any employee personal information without their express consent except where required by law. Under no circumstances will data be shared with a third-party without mutual agreement with the Union and consent from all applicable stakeholders. These standards shall apply to any contractor, subcontractor, vendor, or other external party employed by or whose services are provided to the district.
- E. The Employer will provide employees with an annual notice of what information is collected, how it is or will be used, how it can impact employees, what legitimate educational purpose it serves, and how the Employer will ensure that the information is accurate. Employees and parents/guardians [and students if higher education] shall have a right to access, review, and challenge any personal data held by the Employer.
- F. The Employer will continually monitor and update the security measures as necessary. The primary responsibility for data governance, privacy, and safety of the technology used in schools is the responsibility of the Employer. The Union will be provided with regular updates on the AI system's data usage, including, but not limited to, any changes to data security and privacy laws, regulations, policies, and data storage practices.
- G. In the event of a data breach, the Employer will be fully transparent regarding the event and immediately implement the following steps:
 - (i) Disconnect affected servers or systems, change access credentials, or block malicious IP addresses.
 - (ii) Immediately notify all internal and external stakeholders, including parents/guardians [and students if higher education], of the breach and instruct them in steps they should immediately take to protect themselves and minimize the damage.
 - (iii) The Employer will provide, at no cost, credit, online, and social media monitoring services to all stakeholders who are affected by the data breach.
 - (iv) Depending on the nature of the breach and jurisdiction, the Employer may need to notify additional users, credit bureaus, and regulatory bodies. The Employer must provide a detailed explanation regarding what happened, the nature of the data involved, and what it is doing in response.
 - (v) Conduct a preliminary investigation to understand the scope of the breach: what data was compromised, who was affected, and how the breach occurred.
 - (vi) Engage external cybersecurity experts to help identify how the breach occurred, assess the extent of the damage, and guide everyone's response.
 - (vii) Once the breach has been managed, release a full report on the breach and how it was handled.

- H. 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. Any necessary security-related monitoring measures must be narrowly tailored, transparent, and consistent with privacy and academic freedom laws and principles.

3.9 Health and Safety

- A. The Employer and the Union are committed to ensuring that AI technology is used safely, effectively, and equitably in the classroom. The Employer, in partnership with the Union through the AI Committee, will provide ongoing training and the necessary resources for educators, administrators, and students to understand and use AI technology in a responsible way. This training will include, but not be limited to, similar topics outlined under Section 3.4(B) above.
- B. The Employer, in partnership with the Union, will conduct a yearly risk assessment, including, but not limited to, a focus on opportunities to improve health and safety and prevent harm related to human physical integrity, psychological safety, confirmation bias, and cognitive fatigue. Assessment results will be shared with the Union and reviewed by the AI Committee. Any health and safety concerns or other risks identified as a result of the assessment will be addressed immediately.
- C. Measures will be introduced to protect all stakeholders from bullying and/or harassment through the use of AI generated systems.
- D. The Employer is responsible for ensuring the health and safety of Employees and students. Unless due to gross negligence, Employees shall be indemnified and held harmless.

3.10 Review/Assessment/Feedback

- A. The Employer and the Union acknowledge that the effective use of technology in education requires ongoing review and adjustment. The AI Committee will be responsible for monitoring the implementation and effectiveness of the adopted technology.
- B. Any concerns about the feasibility or appropriateness of new technology, or the training provided, should be promptly communicated to both the Employer and Union. The Employer and Union agree to work collaboratively with the educators and other stakeholders to resolve any such concerns.

- C. The Employer commits to immediately addressing any health, safety, security, or other concerns raised by students, educators, administrators, or other stakeholder. In addition, the AI Committee will develop a [district/university]-wide review plan for technology in the classroom. This plan will include, but is not limited to:
 - (i) [Quarterly/Annual] evaluation of the effectiveness of technology, including generative AI, in the classroom
 - (ii) Review of the effectiveness of the training for Educators on how to use technology in the classroom
 - (iii) Review of any new jobs that will be created related to the use, installation, and maintenance of new technology
 - (iv) Emerging trends and shared resources, such as lesson plans and activities
 - (v) The effectiveness of the Employer's response to address any challenges or concerns that arise with the use of technology in the classroom
 - (vi) An annual, publicly available report on the findings of the review
- D. The AI Committee will meet regularly to review the effectiveness, impact, and ethical considerations of AI tools.
- E. The AI Committee will also evaluate whether AI tools are having unintended consequences on equity, teacher-student relationships, or academic outcomes and will propose any necessary adjustments to the use of such technology in the [district/university].

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. The Parties share in the belief that maintaining human contact is essential for good workplace relationships. Under no circumstances will such technology be utilized in any aspect of decision-making relating to an Employee(s).

4.1 Discipline

- A. AI will not be used in any disciplinary procedures or other adverse employment action (e.g., involuntary transfer) and no data gathered from their introduction will be used in any way to progress disciplinary or other adverse action against an employee.
- B. The Employer shall not use AI surveillance technologies in any manner.

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 direct 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, not supplant or assume responsibility for human decision making. The Parties recognize that the introduction of such technology may change certain administrative tasks but agree that it shall not be used as a basis for reducing staff or eliminating positions. AI shall be utilized as a tool to assist, not replace, educational staff.

4.3 Performance and Evaluation

- A. No educator shall be evaluated or penalized based on the performance or output of AI systems, including automated grading or assessments. Any decisions related to employment, evaluations, or student outcomes will be based solely on human oversight and judgment.
- B. Due to the potential of negative impact to bargaining unit employees, AI will not be used in any manner to create performance reviews of bargaining unit employees.
- C. Technology Failure or Disruption
 - (i) Educators will not be held responsible for any disruptions or failures in the technology that is being used in the classroom, whether provided by the Employer or by a third-party contract. This includes, but is not limited to:
 - a. Software
 - b. Hardware
 - c. Internet connectivity
 - d. Online learning platforms
 - e. Audio-visual equipment

- (ii) In the event of a disruption or failure, the educator's responsibilities shall be suspended to the extent that they are dependent on the affected technology. The educator will make reasonable efforts to continue instruction through alternative means.
- (iii) The Employer will make all reasonable efforts to address and resolve any such technological issues so the educator can resume their technology-based teaching as soon as possible.
- (iv) If school-provided technology fails during a formal classroom observation or evaluation in such a way that it significantly impedes the educator's ability to demonstrate their instructional methods or fulfill their lesson objectives, the observation or evaluation shall be halted and rescheduled.
- (v) The educator shall not be penalized, nor shall any negative assessment be recorded, due to such technology failures. The evaluation shall be conducted when the school-provided technology has been restored to full functionality or suitable alternative resources are in place.

4.4 Employment and Hiring

AI program(s) will not be used in the candidate screening and selection process for hiring bargaining unit employees unless the Employer has completed an impact assessment showing that the program(s) will not lead to unbiased or discriminatory selections (e.g., EEO disparate impact issues) and that the selections will reflect all hiring initiatives (e.g., affirmative action or diversity, equity, and inclusion (DEI) goals). If the technology is to be used in this manner, the Employer will conduct an impact assessment annually on AI program(s) used in the evaluation process for hiring bargaining unit employees. This assessment will be made available to Union representatives.

4.5 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 educate 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
 - 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. Dispute Resolution

All matters arising from or related to the provisions on AI in this Agreement shall be subject to the established grievance and arbitration procedures within Article [X]. Alleged violations of any technology-related sections may be grieved by the Union on behalf of affected educators. The Employer and the Union recognize the rapidly evolving nature of technology and commit to expedited resolution of grievances to minimize disruption and ensure swift alignment with these provisions.

Section 7. Suspension of Technology Utilization

- A. Either Party may initiate a suspension of use of AI for just cause. If a suspension of use is called for, the AI Committee [and each parties' 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.

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.

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