## Sample Contract Language (PreK-12 ESPs) – Artificial Intelligence

**Article [X]: Artificial Intelligence and Workplace Technology**

**Section 1. Purpose and Scope**

The parties agree that the best student learning outcomes are rooted in direct support and interactions with educators. The care, instruction, and support of students and the broader school community rests on authentic human relationships and interpersonal connections.

The School Committee and the Union agree that Artificial Intelligence (AI) – including, but not limited to, generative AI, algorithmic scheduling, automated data tracking, and machine-learning software – shall not replace the essential human interaction provided by Education Support Professionals (ESPs). Artificial Intelligence (AI) and generative technologies shall never substitute for the human judgment, clinical expertise, emotional intelligence, or physical presence of Education Support Professionals (ESPs). No AI tool shall be used to replace, minimize, or simulate the direct face-to-face interaction between an ESP and a student. The District explicitly rejects the use of AI as a replacement for human-led behavioral interventions, specialized therapies, or personal care.[i]

**Section 2. Job Security, Workload, and Evaluation**

2.1 The introduction of AI tools shall not result in an increase in workload or expectations for daily job duties. ESPs shall not be required to perform technical troubleshooting, coding, or system maintenance for AI software beyond basic user reporting.

2.2 No bargaining unit member shall be displaced, laid off, or suffer a reduction in regular hours, compensation, or benefits as a result of the introduction, adoption, or implementation of AI technology by the District. AI tools shall not be used to subcontract or outsource work historically performed by ESP unit members.[ii]

2.3 The Employer shall not use Artificial Intelligence, automated software, keystroke loggers, facial recognition, attention-tracking software, GPS trackers, or web-camera monitoring to track the productivity, location, movement, or daily activity of bargaining unit members.

2.4 Performance observations and evaluations shall be conducted exclusively by human evaluators. AI generated metrics, automated surveillance, or algorithm-based scoring shall not be used to evaluate, discipline, or terminate an ESP.

**Section 3. Professional Judgment**

3.1 ESPs shall retain the right to exercise their professional judgment when interacting with AI systems. No ESP shall be forced to rely solely on an AI-generated recommendation concerning student behavioral data, data tracking, or clerical reporting.

3.2 Bargaining unit members and administrators who choose to utilize approved AI tools must disclose through a footnote or citation that materials were developed and/or generated using artificial intelligence.

**Section 4. Educational Technology – Student Usage**

4.1 To protect students' physical, mental, social, and emotional health, the Parties agree to establish age-appropriate limits on daily instructional screen time. These limits do not apply to assistive technology and

associated screen time provided through a student's Individualized Education Plan (IEP) or 504 Plan, assessments (e.g., screeners and diagnostics), and/or instruction approved by the Parties as necessary for specialized curriculum (e.g., robotics, coding, and simulations). Students with disabilities and English Language Learners (ELLs) will continue to have access to other necessary tools.

Total cumulative device use during the school day for passive or interactive digital platforms shall not exceed the following:

| | |
|---|---|
| Grades PreK to 2 | No 1:1 screen time |
| Grades 3 to 5 | No more than 30 minutes of daily 1:1 screen time |
| Grades 6-12 | No more than 45 minutes of daily 1:1 screen time |

**Section 5. Data Privacy and Safety**

5.1 Any AI tool adopted or required by the employer must comply with all state and federal privacy laws and regulations.

5.2 Bargaining unit members shall not be held liable for accidental data breaches, copyright infringements, or student plagiarism stemming from employer provided AI platforms.

5.3 The Employer shall not utilize AI or algorithmic tools to create predictive behavioral profiles of students, predict disciplinary outcomes, or automate tracking and student placement decisions. AI shall not be used to replace human counseling, behavioral intervention, or specialized student support services.

**Section 6. Training and Professional Development**

6.1 The District shall provide comprehensive, paid training during standard work hours prior to requiring the use of any new AI tool or system.

6.2 ESPs shall not be penalized for performance errors or delays resulting from a lack of adequate training on new technology.

6.3 Time spent training or troubleshooting new AI technologies shall be factored into the employee's work week. It shall not result in an uncompensated expansion of work hours or an unreasonable increase in regular daily duties.

6.4 At least one full professional development (PD) day within the contractual work year shall be designated as the Union Directed PD Day. This day shall be scheduled annually as part of the official school calendar and shall count as a full contractual workday for all bargaining unit members. The Union shall plan, organize, manage, and execute all programming, workshops, and logistics for the day. Part of the day shall be used for training about Artificial Intelligence (AI) and/or educational technologies. The Union will work with the Employer to align with standards and facilitate official signoffs, tracking, and formal issuance of PDP certificates when applicable.

**Section 7. Environmental Impacts**

7.1 The Parties agree that the rapid expansion of artificial intelligence (AI) data centers poses significant threats to the community's shared infrastructure, including excessive electrical grid strain, massive water consumption, increased carbon emissions, and the redirection of public tax incentives away from public

schools. Therefore, the Parties agree to use their collective voice to protect public resources from exploitation by technology corporations.

7.2 The Employer shall formally oppose and speak against any local tax abatements, Tax Increment Financing (TIF) schemes, or public subsidies directed toward the construction, expansion, or operation of AI data centers within the municipality and/or district boundaries. If an AI data center is approved within the municipality or district's boundaries despite Employer opposition, the Employer shall advocate and lobby city/town leaders to allocate any negotiated payments in lieu of taxes (PILOT) or corporate infrastructure mitigation fees to the school's budget.

7.3 The Employer shall not enter into any land-use or resource sharing agreements that prioritize the utility needs of commercial data centers over the operational needs, climate resiliency, or air-conditioning infrastructure of public-school facilities.

**Section 8. Joint AI Advisory Committee**

A Joint AI Advisory Committee comprised of equal numbers of Union-appointed members, and Employer-appointed administrators shall be established. The Committee shall meet at least twice per academic year to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.

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[i] In conjunction with bargaining, the Union should organize and lobby the Employer to adopt an Ed Tech policy that calls for a moratorium on the continued use or implementation of all student-facing AI and Generative AI products until all impacted stakeholders (students, educators, parents, administrators, and the community) have had the time to fully research, discuss, and draft a policy that protects students from the long term harms of Artificial Intelligence and other Ed Tech products.

[ii] *Note: Look at preexisting contract language related to management rights, layoffs, and subcontracting to decide if this proposal is necessary.* If the proposal is made and the employer rejects this language, consider proposing an alternative: "The Employer will assist any employee who faces layoff/displacement to obtain another position that offers the same or higher wage rate as they previously enjoyed in their former classification and at a minimum will guarantee that they will not suffer a reduction in pay or status." If this too is rejected, consider some type of compensation (continuation of salary and benefits for a period of time)