Sample Contract Language (Higher Ed Faculty) – Artificial Intelligence (A.I.)

***Important Bargaining Strategy Note**: Before proposing any language related to "Academic Freedom", bargaining teams should analyze existing contract language on this topic. It may be that existing "Academic Freedom" language is broad enough and strong enough to protect against any forced intrusion of A.I. If that is the case, the introduction of new language would undermine the existence of the already protected right of "Academic Freedom".*

Article [X]: Artificial Intelligence (AI) and Workplace Technology

Section 1. Purpose and Guiding Principles

1.1 The Parties recognize that artificial intelligence (AI), generative AI, and algorithmic tools possess significant implications for higher education. Both parties agree that the choice to integrate, restrict, or omit AI tools within a specific course curriculum, pedagogy, or research methodology rests solely within the professional judgment and academic freedom of the individual faculty member.

1.2 AI shall be used as a tool to augment and support teaching, research, and administrative tasks. AI shall not be used by the University/College to eliminate bargaining unit positions, reduce contractual workloads, or replace human instruction.

Section 2. Definitions

2.1 Artificial Intelligence (AI) Systems: Any digital tool, software, algorithm, or automated system that processes data to generate content (text, audio, video, images, or code), automate evaluations, or simulate human cognitive functions (e.g., Large Language Models, predictive grading software, and automated proctoring systems).

Section 3. Academic Freedom and Pedagogical Autonomy

3.1 Syllabus and Course Policies: Faculty members retain absolute autonomy over the AI policy enforced within their respective classrooms. A faculty member may permit, partially restrict, or completely ban the use of AI tools by students within their courses. The University/College shall not mandate a uniform policy requiring faculty to accept AI-generated student work.

3.2 The evaluation of student performance is a core faculty prerogative. The University/College shall not mandate the use of automated grading algorithms, predictive analytics, or AI-driven evaluation tools. No faculty member shall be penalized or disciplined for refusing to utilize AI tools for grading or student feedback.

Section 4. Intellectual Property and Data Privacy

4.1 Lecture notes, course syllabi, research papers, slide decks, assignments, exam questions, and any other pedagogical materials created by faculty members remain their sole intellectual property (IP).

4.2 The University/College is strictly prohibited from uploading, feeding, or otherwise inputting faculty-created IP, or recordings of faculty lectures, into any proprietary or third-party AI system for the purpose of machine learning, system training, or generating derivative course materials, without the express, prior written consent of the faculty member.

4.3 The University/College shall not record, digitize, or store a faculty member's voice, physical movements, or visual likeness for the purpose of creating digital twins, avatars, or synthetic instructional content.

4.3 In alignment with federal and Massachusetts data privacy standards, no faculty member or student shall be compelled to input student identifiable data, written work, or grades into third-party AI platforms that lack verified compliance with state and federal laws.

Section 5. Workplace Implementation and Evaluation

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

5.2 If the University/College mandates the use of a specific AI system for administrative workflows (such as advising platforms, admission algorithms, or human resource tracking), the University/College shall provide full, comprehensive, paid professional development and training to all affected faculty members during standard working hours.

5.3 Bargaining unit member evaluations, reappointments, promotions, and tenure reviews shall be conducted exclusively by human peers and administrators. The Employer is prohibited from utilizing AI, machine learning systems, or algorithmic tracking software to score, rank, rate, or grade a faculty member's performance.

5.4 No bargaining unit member, regardless of rank, tenure status, or contract duration shall be laid off, retrenched, demoted, or face non-reappointment as a direct or indirect consequence of the University/College's adoption, integration, or utilization of AI technologies.

5.5 No bargaining unit member shall experience a reduction in salary, stipends, or fringe benefits due to operational efficiencies, curriculum automation, or cost-reductions realized through the implementation of AI.

5.6 The University/College acknowledges that AI-detection software is prone to false positives and algorithmic bias. Consequently, no bargaining unit member shall be disciplined, nor shall any student be penalized, solely based on the output of an "AI detector" or automated plagiarism tool. Any accusation of unauthorized AI use must be supported by corroborating contextual evidence and evaluated via the established academic grievance process.

Section 6. Adjunct and Part-time Faculty

6.1 AI tools, automated instructional platforms, pre-recorded asynchronous modules, or digital avatars shall not be used by the Administration to replace, displace, or reduce the workload, course assignments, or compensation of any adjunct faculty member or part-time lecturer.

6.2 The adoption or integration of AI technologies within a department, program, or course delivery model shall not be used as a justification or baseline metric to deny course assignments, cut sections, or interrupt the standard path toward seniority, multi-semester appointments, or continuous service tracks for adjunct faculty.

6.3 The University/College shall not consolidate multiple class sections previously taught by human instructors into a single mass-enrollment AI-managed or AI-facilitated course format for the purpose of eliminating adjunct instructor positions.

6.4 If an adjunct faculty member develops course materials, syllabi, or custom digital assets, they retain exclusive control over those materials. The Employer cannot reassign an adjuncts course to another individual or an automated system using those specific materials without the express, written, and time-limited consent of the adjunct creator.

6.5 If automated scheduling or algorithmic-based workloads are utilized by the Employer to distribute course loads, such algorithms must be fully transparent to the Union. They must not include parameters that systematically penalize adjunct faculty based on historical lack of tenure track status, fluctuating schedules, or gaps in service.

Section 7. Environmental Impacts

7.1 The University/College and the Union recognize that the computing power required to train, deploy, and maintain Artificial Intelligence systems carry significant environmental consequences, including high carbon emissions, substantial electronic waste (e-waste), and heavy electrical and water consumption. In alignment with Commonwealth sustainability goals, the Employer agrees to minimize the environmental footprint of all adopted technologies.

7.2 Prior to the procurement or implementation of any AI system or large language model (LLM), the University/College shall require the vendor to provide, and shall share with the Union, a comprehensive Environmental Impact Assessment.

The University/College shall prioritize AI vendors and data centers that utilize 100% renewable energy and demonstrate certified water efficiency standards.

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 university/college facilities.

Section 8. Joint Employer and Union AI 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 once per quarter to review proposed AI implementations, assess impacts on workload, and vet tools for equity and bias.