

LETTER OF AGREEMENT

College Use of Artificial Intelligence (AI) Affecting Working Conditions

Heartland Community College District No. 540 (the “College”) and the Heartland Faculty Association, IFT 6038 (“HFA”) agree as follows:

1. Purpose, Scope, and Non-Waiver

This LOA establishes baseline rules for the College’s use of AI-enabled tools, AI-assisted features, and automated outputs that may affect bargaining-unit faculty working conditions.

This LOA supplements, and does not replace, reduce, or waive, the Collective Bargaining Agreement (“CBA”), the Instructional AI Committee LOA, the Administrative Access to Course Shells LOA, or statutory rights of either party. Participation in committee discussions or labor-management discussions does not waive either party’s bargaining rights on this matter.

2. Faculty Instructional Authority

Nothing in this LOA alters faculty rights under the CBA regarding course goals, methods of instruction, course content, course assessment, or individual syllabi.

Faculty may establish course-level student AI use expectations in their syllabi, consistent with the CBA, Board policies, the CAS-approved master syllabus, and applicable law.

The College shall not use AI as the sole source of instruction in a particular course.

3. Employment-Related Use of AI Outputs

No automated or AI-generated output shall be treated as conclusive or self-authenticating. Supervisors and administrators remain responsible for their own substantive evaluative judgments. While the College reserves the right to use AI to increase efficiency of administrative tasks, no faculty member shall be disciplined or evaluated adversely, nor shall AI-generated output be placed in a faculty member’s personnel file or used as evidence in an investigation based solely on the existence of such output. Such outputs shall not be used to circumvent the access, notice, and process protections set forth in the Administrative Access to Course Shells LOA or the CBA, and shall not, by themselves, constitute evidence of a serious concern or complaint sufficient to justify course-shell access.

If an automated or AI-generated output is referenced in an employment matter that is documented in a faculty member’s personnel file, the faculty member may submit a written response, which shall be appended and placed in the personnel file, to the extent consistent with the CBA.

4. AI in Communications and Meetings

Internal union or internal representation-related communications shall not be intentionally reviewed using AI-enabled tools or otherwise. If encountered unintentionally during a lawful process, they shall not be used and shall be promptly discarded except to the narrow extent required by law.

The College shall not intentionally review faculty emails, LMS messages, or optional faculty use of AI-approved tools, whether through AI-enabled tools or otherwise, for monitoring, investigatory, or evaluative purposes, absent a significant concern or complaint or a technical or system-related issue. In the event of a review for investigative purposes, the faculty member shall receive notification of the reason for the review.

For meetings involving faculty where evaluation, discipline, grievances, investigations, HR matters, labor-management, or other sensitive employment issues are being discussed, neither the College nor faculty members will knowingly use auto-enabled transcription or automatic recording without advance notice to participants and an opportunity for participants to object. Upon discovery that a transcript or recording was generated through a default, auto-enabled, inadvertent, or system-triggered setting, the remedy shall be non-use and deletion or suppression of the resulting output, with prompt notification to the other parties.

5. Intellectual Property and AI Content-System Guardrails

The College shall honor the CBA with respect to faculty intellectual property rights.

The College shall not use faculty-owned instructional material to train or enhance generative artificial intelligence systems without first obtaining prior, clear, and express written consent from the faculty member. Likewise, the College shall not knowingly allow online education platforms, learning management systems, or any other third party to use faculty-owned instructional materials to train or enhance generative artificial intelligence systems without first obtaining prior, clear, and express written consent from the faculty member. Such consent must contain a reasonably specific description of the purpose, scope, duration of use, and any compensation or credit arrangements.

Nothing in this LOA authorizes the College or any vendor to use faculty-owned instructional materials, work product, or other intellectual property in a manner inconsistent with the CBA, law, or applicable agreements.

6. Optional Use

Faculty shall not be evaluated negatively for choosing not to use an optional AI tool or feature.

Use by a faculty member of a College-approved AI tool or feature shall not constitute grounds for discipline or negative evaluation where the use is consistent with applicable law and College standards.

7. Dispute Resolution and Duration

Disputes regarding alleged violations of this LOA shall be addressed through the CBA grievance procedure to the extent grievable under the CBA.

This LOA takes effect on the date of final signature and remains in effect until June 30, 2028. The parties agree to meet by March 1, 2028, to discuss whether to extend, modify, or allow the LOA to lapse. The terms of this LOA shall continue during those discussions unless and until the parties mutually agree in writing to modify, extend, or terminate it. This agreement does not preclude either party from proposing changes during the bargaining of a successor CBA.

8. Signatures

HEARTLAND FACULTY ASSOCIATION, IFT 6038



Jeremy W. Bachelor (May 15, 2026 10:16:28 CDT)

Date: 05/15/2026

HEARTLAND COMMUNITY COLLEGE DISTRICT NO. 540



Date: 05/15/2026

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