

**NEGOTIATIONS BETWEEN EASTERN ILLINOIS UNIVERSITY AND THE
UNIVERSITY PROFESSIONALS OF ILLINOIS, LOCAL 4100, EASTERN ILLINOIS
CHAPTER**

April 29, 2026

MEMORANDUM OF AGREEMENT

GENERATIVE ARTIFICIAL INTELLIGENCE

This Agreement (“GenAI MOA”) is entered into by and between the Board of Trustees of Eastern Illinois University (“University”) and the University Professionals of Illinois, Local 4100, Eastern Illinois Chapter (“Union”) (collectively the “Parties”).

I. General Provisions

- A. For the purposes of this GenAI MOA, "Generative Artificial Intelligence" (GenAI) is a general term for technologies that create content by generating new data samples that are similar to the training set. These generative models learn patterns, structures, and features from the input data and can create content with similar characteristics.
- B. The Parties acknowledge that GenAI, its capabilities, and its uses are ever-evolving and that at the time this GenAI MOA is being negotiated, neither Party can fully anticipate how it may impact the University and the working conditions of bargaining unit employees (“Employees”). Accordingly, the Parties agree to use the existing Labor-Management process to address emerging concerns, including revisions to this GenAI MOA. Further, changes to Employees’ roles, workload, workload assignment or evaluation process that are directly attributable to GenAI may be considered as changes in working conditions and may be subject to bargaining pursuant to the Illinois Educational Labor Relations Act.
- C. All terms and conditions of this GenAI MOA shall be effective upon signatures from both Parties and shall remain in effect through August 31, 2028. Any disputes arising from this GenAI MOA shall be subject to the grievance and arbitration procedure in the Parties’ Collective Bargaining Agreements.

II. GenAI and Assignment of Duties

- A. The University assures that GenAI technologies will be used to support Employees’ expertise, not replace it.
- B. No Union-represented positions shall be eliminated through layoffs, nor should the appointment level be reduced, as a direct result of utilizing new or existing GenAI tools and technologies.
- C. When the University implements a new GenAI tool or technology, all impacted Employees shall receive training on proper use of the new tool to avoid any potential violations on data security, data privacy, and other areas where GenAI interfaces with relevant state and federal

regulations. Training will be integrated into the normal 37.5 hours of weekly duties for ASPs or be accounted for in the equal time off system. Unit A and ACF faculty will have access to training and support through the Faculty Development & Innovation Center.

III. Evaluation and Evaluation Criteria

The University shall not include in an employee's personnel file material generated with GenAI that judges the degree of effectiveness of an employee's performance, identifies areas of strength and weakness, and suggests improvement in employee performance. In addition, the substance of any summative statements and/or annual evaluations that impact an employee's retention, rehiring, promotion, employment status, or salary increases shall not be created with, or be based upon output from, GenAI tools.

IV. Sanctions and Terminations

- A. The University may not generate with GenAI applications any summaries, analyses, or reports that will be used as supporting evidence in the process of determining sanctions against Employees.
- B. Furthermore, output from GenAI tools that identify, collect, collate, or analyze information shall not be the sole basis in determining sanction or termination of an employee.

V. Facilities and Equipment

- A. Although Employees are obligated to take all reasonable measures to protect confidential records and their intellectual property, image, or likeness, the University recognizes that in the current GenAI environment it is no longer possible for the Employee to bear sole responsibility for doing so.
- B. The freedom of Employees to use e-mail, Internet browsers and related software and systems, including GenAI systems, for intellectual inquiry and creative activity shall be given the strongest respect and protection. Insofar as GenAI may be integrated into standard productivity software, such as Microsoft 365, or existing or future position-specific University software applications, including Navigate 360, Banner, or similar software, the University will provide training and take all reasonable measures to ensure data privacy and the integrity of the intellectual property of Employees.
- C. In the event an Employee believes that the use of GenAI is not aligned with established professional ethics or discipline-specific standards of pedagogy, research, or creative activities, the Employee shall consult their Department Chair or supervisor to explore whether there is a reasonable and viable alternative tool for the delivery or execution of their work.
- D. The University shall take all reasonable measures to ensure the privacy of all records stored on assigned computing devices, storage systems, and related peripherals and of e-mail messages transmitted or stored on University servers. To that end, the University shall provide appropriate training to enable employees to comply with all relevant regulations on record

privacy and management.

- E. University contracts with vendors that operate online learning platforms or learning management systems or word processing, communication, or other kinds of software or systems will be compliant with all state and federal regulations related to privacy and data protection. For Microsoft products/services and D2L, the University will disclose, upon request, to the UPI leadership team which GenAI features are enabled and whether any user data are ingested.
- F. Students and the University may continue to generate captions and recordings in accordance with University policy, approved accommodations, and the Americans with Disabilities Act (ADA). However, the University agrees not to use GenAI to duplicate, reproduce, imitate, or distribute an Employee's likeness or voice for other purposes without prior written consent. Employees retain the intellectual property rights outlined in the Parties' collective bargaining agreements. Employees who use GenAI systems to duplicate, imitate, reproduce, or disseminate another employee's likeness or voice without prior written consent—outside of established accommodation practices—may be in violation of this GenAI MOA. Such actions may also constitute a violation of University policy. Such activity by a student reported by a bargaining unit member will be referred to the office responsible for student standards. If that office currently does not have guidelines and regulations on this topic, then that office will establish a policy no later than the end of the Fall 2026 term.
- G. The Parties acknowledge the importance of maintaining transparency and accountability in the use of GenAI systems within the operations of the University. The University's internal auditor and ITS will annually review and certify compliance with federal and state privacy and data protection regulations. The President or Provost will report the results of the review to the Union leadership during their regularly scheduled meetings.
- H. The University currently uses, and will continue to support, GenAI detection and accountability software for the promotion of academic honesty and shall support faculty in enforcing discipline-appropriate academic integrity in their courses via software such as Turnitin. Employees may choose to use other open-source detection software or departmentally funded resources to advance academic integrity.

VI. Copyrights and Patents

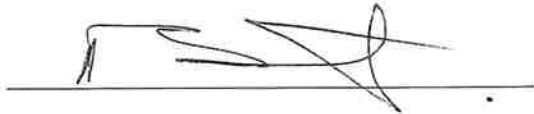
In the digital media environment of Gen AI, the University shares responsibility in assuring the software, services and equipment it licenses for Union members protect the intellectual property of its employees from uncompensated or nonconsensual use of their works by the University or its vendors. Because GenAI poses special challenges for the Employee and the University, both Parties agree to work collaboratively to address these challenges. For the purpose of this GenAI MOA, "Works" refer to all those included in 30.2 Unit A CBA and 26.2 Unit B CBA as well as slide decks and online learning content produced by Employees.

VII. Shared Governance

The University remains committed to shared governance and will address all related concerns through established governing bodies, such as the Faculty Senate and the Council on Academic Affairs (CAA). Both Unit A and Unit B members are eligible to serve on all recognized shared governance bodies.

IN WITNESS WHEREOF, the Parties hereto by their authorized representative, have executed this Agreement on Apr 29, 2026

EASTERN ILLINOIS UNIVERSITY



UNIVERSITY PROFESSIONALS OF
ILLINOIS, LOCAL 4100/EASTERN
ILLINOIS CHAPTER

