A R T I C L E   X

A R T I F I C I A L   I N T E L L I G E N C E

General Provisions

X.1   The parties acknowledge that definitions of generative artificial intelligence (GAI) vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns, and may employ algorithmic methods (e.g., Azure AI, Bard, ChatGPT, Dall-E, Grok, Llama, MidJourney, Vertex AI, etc.).

X.2   The CSU shall not assign or reassign Unit 3 work to GAI.

X.3   Consistent with Article 39, the CSU shall not share or license faculty intellectual property with any entity (whether outside the CSU, within the CSU, or an auxiliary to the CSU) to train, inform, or in any other way develop GAI software, systems, related systems, products, or models without explicit agreement and extraordinary University support. [1]

Faculty intellectual property includes the right to be free from GAI reproduction of their image and likeness.

The CSU shall maintain proper security controls for all faculty personal information and intellectual property wherever it exists including but not limited to intellectual property residing on cloud-computing systems, on-line, or in databanks or platforms of any Learning Management System used by the CSU, its auxiliaries, or affiliates.

X.4   The parties agree that academic freedom includes the freedom to use GAI to produce classroom materials, research, creative, and scholarly activity, and other related intellectual property.

The parties agree that certain responsibilities regarding such usage are incumbent upon faculty, including appropriate citation and acknowledgment.

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[1] Article 39.3 provides, "Unless there is a separate agreement to the contrary, consistent with this Article, neither the CSU nor third party providers are entitled to grant licenses or make assignments with respect to such materials to publishers and publishing agents, or any third party."

While fully AI-created works are ineligible for copyright protection (per the U.S. Copyright Office), materials created by faculty with GAI assistance remain the faculty member's intellectual property.

X.5   The CSU shall meet and confer with CFA when GAI is used in the university setting, including but not limited to instruction, counseling, advising, librarian work, coaching, policy making, and hiring.

The CSU shall not use GAI in assessment or evaluation of faculty performance, nor shall it use GAI for employee monitoring.

The parties will meet and confer over any AI-related changes to working conditions.

X.6   Consistent with Article 16 the parties agree to jointly develop a process for an annual audit to detect bias in AI tools that may be deployed.

X.7   Neither the use of nor refusal to use GAI products or technologies shall be the basis for disciplining faculty, nor will such use or refusal be used in making personnel actions or decisions.

X.8   Consistent with Article 25, faculty shall be eligible for professional development and training on the use of GAI and other emergent technologies.

The CSU shall allocate $2.5M for this professional development to be distributed to each of the CSU campuses annually and this amount shall be allocated based on the campuses' share of the full-time equivalence of the bargaining unit.

X.9   The CSU shall report annually to CFA on the environmental impact of the use of GAI and the total institutional expenditures on GAI.

X.10   The CSU, its auxiliaries, and affiliates (including any entity contracted with for GAI) shall not supply outside agencies, police forces, or security agency/forces with faculty data gained through use of GAI.