

Memorandum of Understanding Artificial Intelligence Systems

The parties recognize that artificial intelligence systems are evolving technologies that may be used to support University operations. This Memorandum of Understanding sets forth general, aspirational principles regarding AI systems and is not intended to create new rights or obligations. The parties aspire to consider these principles when practicable, consistent with applicable law, University policy, and management discretion.

Artificial Intelligence (AI) systems mean software, applications, or computational tools that use machine learning, statistical models, or other algorithmic techniques to support or assist tasks such as generating content, analyzing data, recognizing patterns, or providing recommendations or decision-support. AI systems may include both proprietary and open-source tools and may be developed, licensed, or deployed by the University or accessed through third-party platforms.

AI systems shall not be appointed, assigned, or recognized by the University as an Instructor of Record for any course. Faculty retain primary instructional responsibility and faculty cannot use artificial intelligence systems to replace faculty-led instruction. The designation of Instructor of Record is limited to human faculty members or other qualified University employees.

Consistent with past practice, faculty retain the right to determine appropriate pedagogical methods, course design, and the reasonable use or non-use of AI in their instructional activities. The scope of use of AI within each assigned course should be communicated to students.

CSU faculty, staff, students, and affiliated individuals must safeguard personal and institutional data in accordance with CSU Information Security Policy and Standards and legal requirements. Confidential, restricted, or otherwise sensitive information may not be entered into generative AI systems in any manner that could compromise data privacy, security, or compliance obligations.

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The parties acknowledge that the introduction or use of AI systems does not alter or diminish Article 39 rights or legal standards governing ownership of intellectual property.

Consistent with Article 25, the CSU will make professional development opportunities available to faculty on the use of AI systems and other emerging technologies. The CSU shall establish a one-time fund of \$2,500,000 to support campus professional development in this area. The Chancellor and/or the President shall determine the distribution of the funds.

The CSU recognizes the importance of responsible use of AI systems and will make reasonable efforts to consider potential bias when such systems are implemented for academic or administrative purposes, consistent with applicable law and University policies.

Software or digital systems that incorporate AI features to support or augment human tasks may assist with academic or administrative functions but shall not independently determine employment actions.

The Parties recognize that the University retains all management rights under HEERA, including the right to introduce, pilot, modify, or discontinue the use of AI systems. In accordance with HEERA and applicable PERB case law, the University will meet and confer upon request of the Union regarding the *identifiable, foreseeable impacts* of the University's decision to implement AI technologies on matters within the scope of representation. Nothing in this provision shall be construed as a waiver of the University's management prerogatives, nor as an obligation to bargain over decisions that are outside the mandatory scope of representation under HEERA.

The Parties agree that any meet-and-confer obligations under this Article shall be limited to those required by HEERA and controlling PERB precedent.

This Memorandum of Understanding shall expire on [EXPIRATION DATE OF CBA], in recognition of the rapidly evolving nature of artificial intelligence technologies and the need for periodic reassessment.