

ARTICLE X¹

ARTIFICIAL INTELLIGENCE

X.1 The parties acknowledge that 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, or 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.

X.2 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. Further, the CSU shall not assign or reassign other Unit 3 work to AI.

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 or other Unit 3 work duties should be communicated to students.

X.3 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.

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. 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

¹ Number and further enumeration to be determined before ratification.

- into generative AI systems in any manner that could compromise data privacy, security, or compliance obligations.
- X.4 The parties agree that academic freedom includes the freedom to use AI to produce classroom materials, research, creative, and scholarly activity, and other related intellectual property.
- X.5 The CSU shall not use AI in assessment or evaluation of faculty performance, nor shall it use AI for employee monitoring.
- X.6 Consistent with Article 16, 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.
- X.7 Neither the use of nor refusal to use AI 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, the CSU will make professional development opportunities available to faculty on the use of AI systems and other emerging technologies. Upon ratification of this agreement 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.
- X.9 The Parties agree to meet and confer if any significant developments in AI necessitate changing terms in this article.