

Memorandum of Understanding Artificial Intelligence Systems

The parties recognize that artificial intelligence systems are evolving technologies that may be used to support University operations. The parties also acknowledge that the use of such technologies remains subject to the contractual provisions set forth below, University and Campus policies, and procedures, as well as applicable laws. 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, ~~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.

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. Faculty may use AI in the development of classroom materials, research, creative and scholarly activity, and other related intellectual property; however, such use remains subject to applicable academic professional standards, legal or ethical requirements, including, where relevant, appropriate disclosure of AI use.

~~The scope of use of AI within each assigned course should be communicated to students. Faculty members should clearly communicate to students the expectations governing students' use of AI within each assigned course, in alignment with~~

Commented [SG1]: The CSU is reproposing that due to the rapidly evolving nature of artificial intelligence technologies that it be addressed in a memorandum of understanding.

Commented [SG2]: The CSU is reproposing this introductory paragraph as set forth in its 5/28/26 proposal.

Commented [SG3]: As CSU is reproposing the introductory paragraph the CSU does not see the need for the introductory statement of "The parties acknowledge that" The parties are in agreement with the other proposed language in this paragraph.

Commented [SG4]: The parties are in agreement with this paragraph with the exception of CFA's proposal contained in its #2 and #3 proposal of "Further, the CSU shall not assign or reassign other Unit 3 work to AI."

Commented [SG5]: CFA re-proposed this additional sentence in a different location on 6/339/26 - 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. The CSU is re-proposing its counter proposal and proposing to address the concept in this paragraph.

Commented [SG6]: CFA re-proposed to modify this sentence on 6/29/26 as follows - "The scope of use of AI within each assigned course or other Unit 3 work duties should be communicated to students." The CSU is re-proposing its counter proposal.

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Campus and Departmental policies. Faculty, including counselors, must disclose the use of AI tools for notes, summaries, or instructional support functions, in accordance with Campus and Departmental policies.

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. **Pursuant to the CSU Information Security Policy and Standards, the CSU shall maintain reasonable security controls to protect faculty personal information and intellectual property wherever such information resides, including cloud services, online platforms, databases, and Learning Management Systems used by the CSU, including appropriate vendor review, risk assessment, contractual safeguards, and data security standards for third-party services.**

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 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 **Article 16**, 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.

Neither the use of nor the refusal to use AI products or technologies shall, by itself, be the basis for disciplining faculty, except where the use of such technologies is a stated requirement of the position or assignment, including duties that involve instruction or work related to AI, or where such requirements are implemented consistent with applicable bargaining obligations.

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 and over the course of this agreement** the CSU shall establish a one-time

Commented [SG7]: CFA reproposed this additional sentence on 6/29/26 - 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.
The CSU is re-proposing its counter proposal.

Commented [SG8]: The parties are in agreement of this proposed paragraph.

Commented [SG9]: The CSU is reproposing this language.

Commented [SG10]: The parties are in agreement of this proposed paragraph with the exception that CSU proposal contains "by itself."

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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 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.

Commented [SG12]: The CSU is reproposing this language.

Commented [SG13]: The CSU is reproposing this language.

Commented [SG14]: The CFA re-proposed the following additions on 6/29/26 - The CSU shall not use AI in assessment or evaluation of faculty performance, nor shall it use AI for employee monitoring, and The Parties agree to meet and confer if any significant developments in AI necessitate changing terms in this article. The CSU is rejecting these additions.