Article 32
ARTIFICIAL INTELLIGENCE USE

32.1 Policy and Definitions

(a) Definition. Artificial intelligence (AI) includes technologies that generate or assist in producing content or performing analytical or operational functions. This includes generative AI systems that create text, images, audio, code, or other materials based on data patterns.

(b) Scope. The parties acknowledge AI technologies are evolving, and their application may change over time and vary from one discipline to another.

(c) Appropriate Access. Faculty have access to University-provided AI technology and are free to use those tools for their work in accordance with all University policies. Faculty who need specialized AI technology for their work shall obtain it through the existing University protocols and procedures to ensure costs, security risks, and policies are appropriately accounted for. Faculty shall not utilize AI technology outside of that provided by the University for their assigned duties without following University protocols and procedures to ensure that policies and laws (e.g., FERPA) are followed. .

32.2 Faculty Rights and Academic Freedom

(a) Right of Use. Faculty may elect whether to use artificial intelligence in the performance of their assigned duties in research, teaching, and service. This provision does not apply when the University requires the use of AI as part of an official administrative system and no practical non-AI alternative is available.
.. In particular, AI initiatives shall not override individual faculty pedagogical discretion and practices deemed appropriate and ethical within the area of expertise.

(b) Evaluations and Appointments. Data and information from AI technologies cannot be the sole basis for decisions on faculty evaluations and appointments such as hiring, reappointment, tenure, post-tenure review, chair review, promotion, or termination.

(c) Wage Protections. AI technologies cannot be the sole basis for decreasing wages or reducing compensation in any way.

.

32.3 Workload and Mitigations.

(a) In the event the University requires the use of a specific AI tool and such requirement results in a demonstrable, material increase in a faculty member's assigned workload, the University shall adjust assigned duties, in accordance with University policies and consistent with the provisions outlined in Article 9.

Renisha Gibbs Co-Chief Negotiator FSU - BOT	Michael Mattimore Co-Chief Negotiator FSU - BOT	Jennifer Proffitt Co-Chief Negotiator UFF – FSU Chapter	Michael Buchler Co-Chief Negotiator UFF – FSU Chapter
_____ Date	_____ Date	_____ Date	_____ Date

32.5 Professional Training and Support

(a)Provision of Tools. The University shall provide access to tools and applicable guidance to use university-integrated AI systems in the performance of their assigned duties.

(b) Training Opportunities. When the University requires the use of a new artificial intelligence system, training opportunities shall be provided to affected faculty to support effective use of such system.

(c) Nothing in this section shall limit the University's ability to establish performance expectations or evaluate assigned duties.

32.6 Oversight.

The university-level IT advisory body, currently the IT Governance Council, shall include faculty representation.

32.7 Authority Over Curriculum and Academic Integrity

(a) Human-Led Instruction. The University and UFF share an interest in maintaining human-led instruction and shared governance over curricula. Faculty and administrators maintain ultimate authority over the curriculum.

(b) Outsourcing. The faculty in a unit have the authority to accept or reject proposals to utilize AI technology (internal to FSU or from outside vendors) to run degree programs or courses that count for University credit toward the degree or certificate programs offered by the unit. Such proposals would need to go through the applicable University curriculum approval process.

(c) Plagiarism Enforcement. The University will continue to seek technologies that can reliably assist faculty in identifying student plagiarism and other forms of cheating through the use of AI.

32.8 Surveillance and Work Monitoring. ~~The UFF does not waive its right to bargain with the University regarding security monitoring issues, and if the University increases its present usage of security cameras, or other forms of surveillance, it will notify the UFF.~~

(a) Prohibitions on Electronic Monitoring. The University is prohibited from using AI specific technology in electronic monitoring that:

(1) results in the violation of labor and employment laws;

(2) records workers in bathrooms, locker rooms, or dressing rooms;

; or

(3) targets faculty members for exercising their rights of free speech or academic freedom.

(c) Data Security. The parties recognize the threats to data presented by AI specific technology especially as it evolves at a rapid pace. The University and the faculty share responsibility for reducing security risks. The University commits to maintaining its

Renisha Gibbs	Michael Mattimore	Jennifer Proffitt	Michael Buchler
Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator
FSU - BOT	FSU - BOT	UFF – FSU Chapter	UFF – FSU Chapter
_____	_____	_____	_____
Date	Date	Date	Date

cybersecurity infrastructure to protect University data in alignment with University policies on data use, protection, and security.

32.9 Intellectual Property and Digital Likeness.

(a) Intellectual property rights related to faculty work shall be governed by Article 18 and applicable University policies.

(b) The University will not use or contract the use of AI to create or distribute content simulating a faculty member's identifiable voice or image without the faculty member's prior written consent.

(c) Use of Licensed AI Tools. The use of University-licensed or University-provided AI tools by a faculty member in the course of their regular teaching, research, or service assignments shall not constitute the use of "Appreciable University resources" under Article 18.2(c), and shall not be used by the Board as a basis to assert institutional ownership over the resulting work or instructional materials.

(d) In cases where University-licensed AI products are found to have violated faculty data privacy and/or intellectual property rights, the University will follow all applicable laws in enforcing the terms of the contract with the vendor.

32.10 Enforcement and Dispute Resolution.

(a) Grievability. Alleged violations of this Article may be processed as grievances pursuant to Article 20 (Grievance Procedure and Arbitration).

(b) Effort Disputes. Any disputes regarding the level of effort assigned on the Assignment of Responsibility attributed to technological implementations under this Article shall be resolved exclusively in accordance with Appendix H (Exclusive Assignment Dispute Resolution Procedure).

32.11 Nothing in this article shall limit the University's ability to conduct investigations or implement security and monitoring practices consistent with law and institutional policy.

Renisha Gibbs	Michael Mattimore	Jennifer Proffitt	Michael Buchler
Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator	Co-Chief Negotiator
FSU - BOT	FSU - BOT	UFF – FSU Chapter	UFF – FSU Chapter
_____	_____	_____	_____
Date	Date	Date	Date