

The Model Student AI Council Charter

A governing instrument for student authority over artificial intelligence decisions in higher education.

VERSION 1.1 · JULY 2026

PREAMBLE

Artificial intelligence systems now sit inside the daily academic life of hundreds of thousands of students before those students are consulted about it. The California State University system placed a \$17 million, systemwide ChatGPT Edu deployment in front of more than 460,000 students without notifying the body that represents them. The Cal State Student Association's February 24, 2026 white paper recorded the fact plainly: the association "was not consulted or notified prior to the finalization and publicizing of the contract agreement." It asked for three things: consultation, review, and approval. This charter answers that request with a mechanism. It does not ask a governing board to surrender its legal authority. Public governing boards hold procurement and data authority by statute, and this charter leaves that authority in place. The precedent is not new. Wisconsin statute 36.09(5) gives students primary responsibility for advising the chancellor on policies concerning student life and, in consultation with the chancellor and subject to the final confirmation of the Board of Regents, the responsibility for the disposition of the student fees that substantially support campus activities, and the Supreme Court upheld that arrangement in *Board of Regents of the University of Wisconsin System v. Southworth*, 529 U.S. 217 (2000).

ARTICLE I

Name and Purpose

There is established the Student AI Council, a standing body of the student government, chartered to hold a defined role of consultation, review, and consent over the AI tools, vendor contracts, and data-governance decisions that affect students. Its purpose is not to obstruct responsible adoption, but to ensure that the students who supply the data and inherit the risk hold a binding voice in the terms.

ARTICLE II

Definitions

- 1. Student Data** means information that identifies a student or is linked to an identifiable student, including education records governed by the Family Educational Rights and Privacy Act.
- 2. Student-Data Terms** means the provisions of any contract that govern the collection, use, retention, deletion, sharing, and model-training use of Student Data, including the scope of collection, purpose limits, retention and deletion timelines, model-training use and opt-in mechanics, subprocessors, breach notification, audit rights, ownership of outputs, post-contract data disposition, and the right of students not to use the tool.
- 3. AI Tool That Touches Students** means any software using automated or machine-learning methods that collects, analyzes, or acts on Student Data, including enterprise large language model licenses, tutoring and advising chatbots, proctoring systems, early-alert and predictive-analytics systems, and admissions or financial-aid algorithmic tools.

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4. **Consultation** means the institution seeks the Council's views before a decision is finalized. **Review** means the Council examines draft Student-Data Terms and publishes a written response. **Consent** means the Student-Data Terms do not take effect until the Council agrees. **Finalization** means the point at which the institution signs a contract or otherwise binds itself.
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ARTICLE III

Composition

The Council shall consist of 25 to 30 members: elected student government leadership seated by office; students with demonstrated technical knowledge of AI, computer science, or data systems; and students drawn by open call and appointment from across programs, class levels, and constituencies, including graduate, transfer, and aid-receiving students. Members serve staggered terms not exceeding 2 years. The Council elects its own chair.

ARTICLE IV

Authority

Tier 1, Consultation. The Council is consulted before any contract, pilot, or policy concerning an AI Tool That Touches Students is finalized: before a decision, not after an announcement.

Tier 2, Review. The Council reviews the draft Student-Data Terms, including the data collected, the retention period, whether data trains a vendor's models, and the parties it is shared with, and publishes its response where students can read it. The institution delivers the draft materials no later than [15] business days before signature.

Tier 3, Consent. The Student-Data Terms do not take effect until the Council consents, a requirement the governing board adopts as its own policy, in the manner the Wisconsin Board of Regents confirms student fee decisions. The Council exercises Consent on enumerated, published criteria related to the protection of Student Data, without favoring any viewpoint, with recorded deliberations and a path to appeal. Nothing transfers legal authority away from the board; the board delegates a defined role by its own choice and may reclaim it through the same public process.

ARTICLE V

Operations and Transparency

The Council meets on a published schedule, not less than monthly during the academic year, and convenes within 5 business days when a matter cannot wait for the next regular meeting. It publishes its minutes and issues a public annual report. It may request technical briefings from vendors and information technology staff. Members may review confidential materials under the same obligations that apply to institutional officers reviewing the same materials; confidentiality narrows what members may repeat outside the Council, and it does not narrow what the Council may decide or the published record of its decisions. No student shall face retaliation for the Council's exercise of its authority or for declining to use an AI Tool That Touches Students.

ARTICLE VI

Charter Review, Amendment, and Credit

The Council reviews this charter no less than once every 2 years and may amend it through the process in Article VII, so its authority keeps pace with the tools it governs. Student leaders at any institution are invited to improve this charter, and improvements adopted into future versions carry credit to their authors by name.

ARTICLE VII

Adoption and Severability

This charter takes effect upon adoption by [name of student government body] and confirmation by [name of governing board], and remains in force until amended or repealed under Article VI. If any provision is held invalid, the remainder stands.

PROVENANCE

The idea of a student AI council is not original to this charter. The Brookings Institution's Global Task Force on AI in Education recommended one on January 14, 2026. The Cal State Student Association's white paper of February 24, 2026 asked for the same authority in sharper terms, calling for student roles in "consultation, review, and approval." The contribution offered here is one observation: students in this country already hold binding authority over campus fees, upheld by a unanimous Supreme Court, and already sit as voting trustees, so extending that authority to AI tools is precedent, not fantasy.

Verified precedents relied upon: Wis. Stat. 36.09(5); Board of Regents v. Southworth, 529 U.S. 217 (2000); CSU Executive Order 1102 (2015); 34 CFR 99.31(a)(1); the Student AI Bill of Rights (April 6, 2026).

As of July 2026, no U.S. campus has adopted a binding version. This charter exists so the first one can.

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If you would carry this into a meeting

Student governments, trustees, and administrators are free to adopt or adapt this charter with attribution. Two requests, both easy. If your body adopts a version, write me so the record can show which campus went first. If you improve it, write me as well: improvements adopted into future versions carry credit to their authors by name, under Article VI.

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