

Faculty Alliance of Miami, AAUP-AFT Proposal to Miami University

June 17, 2024

INTELLECTUAL PROPERTY, COPYRIGHT, & ~~ARTIFICIAL INTELLIGENCE~~ONLINE  
COURSE CONTENT

~~The Union and Miami University agree that human faculty employed at Miami University shall retain authority over and responsibility for all teaching, research and service that takes place here, and that it is human faculty who shall receive compensation for this work of teaching, research, and service— notwithstanding any tools that faculty may use or that Miami University may make available to the faculty member to use to support, assist, or perform any or all of this labor.~~

1. Intellectual Property & Copyright

Faculty own the content and retain the copyright for materials that they produce (including but not limited to teaching materials and research publications) and such content cannot be given or sold by Miami University to a third party without the express permission of the individual owner. FAM, AAUP-AFT reserves the right to make future agreements with the University in consultation with and on behalf of unit members to specify terms by which that content may be used. No unit member shall be subject to discipline or otherwise discriminated against on the basis of not granting such permission(s).

~~1.~~2. Online Course Content

Bargaining unit faculty members shall be free to assign course materials of their choice. In the event that a staff member or member of administration believes that material a faculty member has included in a course does not meet the learning outcomes or other accreditation or accessibility requirements set for that course (including courses with online components), they will consult with the faculty member teaching the course to clarify the types of materials or alignment with master course design necessary for the course to meet accreditation or quality certification requirements. In no case will course material be removed or replaced by any party without the prior consent of the unit member, unless shown to be in violation of the ADA or accreditation standards, in which case the bargaining unit faculty member shall be given at least twenty (20) business days' notice.

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The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

38 ~~Miami University cannot use any content created by faculty as part of their employment with the~~  
39 ~~University to train artificial intelligence models, or give or sell any such content to a third party~~  
40 ~~with the intention of using the content to train AI models or with the final result of producing an~~  
41 ~~AI model that incorporates faculty-created content, unless granted express permission by the~~  
42 ~~faculty member(s). No unit member shall be subject to discipline or otherwise discriminated~~  
43 ~~against on the basis of not granting such permission(s). FAM, AAUP-AFT reserves the right to~~  
44 ~~make future agreements with the University in consultation with and on behalf of unit members~~  
45 ~~to specify terms by which that content may be used.~~

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47 ~~Miami University shall not enter into or renew any agreement with a third party that produces or~~  
48 ~~sells access to artificial intelligence (AI) tools designed or used for teaching or advising without~~  
49 ~~consultation and approval of FAM, AAUP-AFT, nor shall Miami University use such tools to~~  
50 ~~replace faculty, their expertise, or their duties.~~