

Memorandum of Understanding

AI Taskforce

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between Miami University (the “University”) and the Faculty Alliance of Miami, AAUP-AFT (the “Union”).

WHEREAS, President Crawford and Provost Mullenix sponsored the creation of an interdisciplinary, cross-institutional task force to explore the current use and future direction of artificial intelligence (“AI”) at the University (“AI Taskforce”); and

WHEREAS, the AI Taskforce consisted of a 14-member core group with additional members assisting in specific subject matter areas; and

WHEREAS, consistent with its charge, the AI Taskforce issued a survey to the University community, including students, staff and faculty, regarding their use of AI at the University. Following the issuance of that survey, on April 2, 2024, the Union issued a cease and desist letter to the University alleging that by seeking input from FAM-represented employees, the University was engaging in direct-dealing on a mandatory subject of bargaining; and

WHEREAS, the University denies that the subject of AI is a mandatory subject of bargaining. Nonetheless, consistent with the Union’s demand that the University cease and desist the activities of the AI Taskforce due to alleged direct dealing with FAM-represented employees, the University removed those members from the AI Taskforce; and

WHEREAS, the Union now requests that the University re-institute the AI Taskforce with FAM-represented employees; and

NOW THEREFORE, the parties, intending to be legally bound, and for good and valuable consideration, agree as follows:

1. The Union agrees that the participation of any FAM-represented employee in the activities of the AI Taskforce, including responding to questions or surveys and/or providing information to the AI Taskforce, shall not constitute direct dealing by the University on a mandatory subject of bargaining. The Union also agrees that the University’s direct communications with FAM-represented employees, without the inclusion of the union, regarding the current use and future direction of AI at the University shall not constitute direct dealing in violation of Ohio Revised Code 4117.11(A).
2. The Union further agrees not to file an unfair labor practice charge alleging a violation of O.R.C. 4117.11(A) or to pursue any other administrative, judicial or quasi-judicial action against the University related to (1) FAM-represented

employees participation on the AI Taskforce and/or the activities of the AI Taskforce or (2) the University's direct communications with FAM-represented employees, without the inclusion of the union, regarding the current use and future direction of AI at the University.

3. Upon execution of this MOU by both parties, the University agrees to reinstitute the AI Taskforce with the participation of FAM-represented employees.

For the Union:

For the University:

Date:

Date: