

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. Subject to paragraph 2 below, 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 consistent with this Memorandum of Understanding, 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). The University will not engage in bargaining with members of the AI Taskforce over bargainable terms and conditions of employment, but may receive information and/or recommendations from the AI Taskforce.~~
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 ~~AI Taskforce’s~~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, provided that the responses of FAM-represented employees remain anonymous and copies of the communications are sent to the Union. The parties may waive the anonymity requirement by prior, written consent.

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