

This proposal is presented on September 17, 2024 as part of a package of Academic Freedom and Separability and is conditioned on the Union's acceptance of both.

## MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT

September 17, 2024

### ACADEMIC FREEDOM

The parties hereto recognize the principles of academic freedom, as set forth in applicable law and the University's Academic Freedom and Principles of Academic Freedom policies, which incorporate the American Association of University Professors 1940 Statement of Principles on Academic Freedom and Tenure, and the amendments thereto. ~~policy and applicable law.~~  
~~[Academic Freedom and Principles of Academic Freedom].~~

~~To the extent any modifications are made to University policy regarding academic freedom, or any provision thereof is determined to be unenforceable, such changes shall be recognized by the parties.~~

Miami University and FAM reserve the right to add to, delete from, or modify any proposal herein prior to final agreement. Any withdrawal of a proposal is without prejudice to the University. 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, (2) the Union membership has ratified the full collective bargaining agreement, and (3) the University Board of Trustees has approved the full collective bargaining agreement.

The University also reserves the right to amend or withdraw any proposal that conflicts with pending legislation, including S.B. 83 - Ohio Higher Education Enhancement Act.

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## **MIAMI UNIVERSITY PROPOSAL TO FAM/AAUP-AFT**

**August 14, 2024**

### **SEPARABILITY**

Should any portion of this Agreement be determined by a duly constituted court of competent jurisdiction or administrative agency or governmental body having jurisdiction, including the State Employment Relations Board, to be in conflict with any applicable law or regulation, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall meet and discuss regarding lawful replacement language.

The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

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