

ARTICLE XIX

Miscellaneous

Section 1. Separability, Savings, and Applicable Law

Should any portion of this Agreement be found by a duly constituted authority to be in conflict with any applicable law, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law shall be controlling. The invalidation of any portions of this Agreement in accordance with this Section shall not affect the legality and enforceability of the remainder of this Agreement.

Section 2. Additions or Modifications to Agreement

During the term of this Agreement, either party may request that any matter relating to the contents of this Agreement be scheduled for discussion between the parties. While each party agrees to meet at reasonable times to discuss any such matter raised by the other party, it is expressly understood and agreed that neither party is under any obligation to negotiate and/or agree upon any change, modification or supplement to this Agreement during the term hereof. To facilitate the implementation of this Agreement and to assure a continuing dialogue on matters of mutual concern, the parties accept the concept of periodic meetings. Either party may request a meeting to discuss implementation or problems, which meeting shall be held as quickly as is convenient.

Section 3. Past Practice

This Agreement does not obligate the University to continue any practice, policy, pronouncement or benefit that affects members of the bargaining unit, except as expressly set forth in this Agreement. However, the University agrees that any discontinuance or modification of a practice, policy, pronouncement or benefit that affects members of the bargaining unit and which is not set forth in this Agreement will be developed and implemented in accord with established University procedures and processes appropriate to the purpose(s), including due consultation and advice of appropriate faculty bodies.

Section 4. Academic Year

It is agreed that the regular academic year refers to the period covered by regular 9-month FTNTT ~~Faculty~~ employment contracts ~~from the~~ beginning on the Thursday before the first day of classes in the fall semester and continuing through the Wednesday following the date final grades are due for completion of the spring semester. It is understood that the regular academic year does not include the summer ~~or the intersession session~~ referenced in Article IX of this Agreement; however, employment contracts for bargaining unit members include the intersession between the fall and spring semesters.