

Dear Steve:

This side letter constitutes the mutual understanding of The University of Akron and the Akron-AAUP regarding an issue which arose previously and its potential application in the current negotiations regarding tenure and promotion. That issue related to a faculty member who was unable to achieve a promotion in the department in which that faculty member worked. That faculty member then obtained the promotion outside of that department. This past incident has been cited by a current faculty member as a basis to request similar relief from the current Provost in a very similar situation (where the current faculty member has been unable to secure a promotion/tenure from that member's home department), and the Provost has taken the position that such relief is not appropriate in the current situation, and that the past incident should not be a basis in making current or future decisions.

Concerned about this history, The University made a contractual proposal that relates to where tenure resides. The Akron-AAUP expressed its concern that the proposed language exists in no other collective bargaining agreement and effectively was a solution looking for a problem.

This side letter confirms the prior representations made by the Akron-AAUP whereby The University's withdrawal of its proposal regarding where tenure resides does not affect or undermine the correctness of the Provost's position regarding the above referenced matter, and, assuming the parties reach agreement regarding Retention, Tenure and Promotion that excludes The University's proposal regarding where tenure resides, the Provost's position, as set forth above, would not violate the parties' agreement.

Not part of the contract - But side by side agreement as to operation.