

**MEMORANDUM OF UNDERSTANDING**

Whereas, the department of Mechanical Engineering in the College of Engineering has recommended to the Dean of the College the establishment of a full-time non-tenure track faculty position (a copy of the recommendation is attached hereto and made a part hereof as Attachment A ); and,

Whereas, the Dean of the College has approved the recommendation; and,

Whereas, the Akron-AAUP and The University of Akron mutually agree to the establishment of a full-time non-tenure track faculty position within the department of Mechanical Engineering in the College of Engineering consistent with the recommendations of the bargaining unit faculty in that college.

Now, therefore, the Akron-AAUP and The University of Akron agree as follows:

1. There shall be established in the department of Mechanical Engineering in the College of Engineering one full-time non-tenure track position for teaching Design, with open rank in accordance with the recommendations of the bargaining unit faculty as set forth in Attachment A and as approved by the Provost.
2. The appointment shall be subject to approval by The University of Akron Board of Trustees.
3. The full-time non-tenure track faculty whose position is subject to this Memorandum of Understanding shall be a member of the Akron-AAUP bargaining unit and shall be covered by the Akron-AAUP and The University of Akron Collective Bargaining Agreement.
4. In the event that there are additional recommendations in the future from the College with the approval of the departmental bargaining unit faculty members for full-time non-tenured faculty positions, and these recommendations are approved by the Dean, the parties agree to negotiate on the establishment of those non-tenure track positions.
5. The non-tenure track faculty person who is subject to this Memorandum shall be annually reviewed and receive wage increases, as specified in the current collective bargaining agreement, consistent with the recent past practice of addressing these issues.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be made effective this \_\_\_\_ day of \_\_\_\_, 2009.

THE UNIVERSITY OF AKRON

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS,  
UNIVERSITY OF AKRON CHAPTER

By: \_\_\_\_\_

\_\_\_\_\_  
Witness