

UNIVERSITY COMBINATION
RECOGNITION AGREEMENT

The University of Toledo, as authorized under Chapter 3360. of the Revised Code ("UT"), the Medical University of Ohio at Toledo, as authorized under Chapter 3350.01 to 3350.05 of the Revised Code ("MUO") and the UT Chapter of AAUP enter into this Agreement this 20th day of February, 2006 and agree as follows:

A. In the event that MUO and UT are merged or combined to form a single university with a single governing board ("Combined University"), the Combined University will:

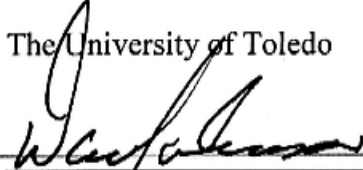
1. Continue at the same level of salary and benefits the employment of faculty represented by UT-AAUP on the UT payroll or which are on approved unpaid leaves of absences on the day immediately prior to the effective date of the combination ("UT-AAUP Faculty") according to the terms of the collective bargaining agreement between UT and UT-AAUP in effect as of the effective date of this Recognition Agreement;
2. Recognize the UT-AAUP as the exclusive representative for UT-AAUP Faculty who are members of the collective bargaining units as they exist on the effective date of this Recognition Agreement and who are employed, per Item (A)1 above, by the Combined University on the effective date of the combination;
3. Stand in the place of The University of Toledo with regard to all pending grievances and unfair labor practice charges between UT-AAUP and UT on the day immediately prior to the effective date of the combination;
4. Per Chapter 4117 of the Revised Code, allow the State Employment Relations Board to make the proper determination, upon a lawful request by an interested party, as to the existence, if any, of a community of interest of faculty within the Combined University, provided that any faculty employed by MUO (MUO faculty employed by MUO as of the day before the effective date of the combination) will have all rights afforded by law regarding their selection of an exclusive representative, including representation election and voluntary recognition procedures on an opt-in basis or otherwise; and,
5. Jointly file with UT-AAUP all documentation to effect the above provisions with regard to the UT-AAUP, including any required documentation with the State Employment Relations Board to remain in compliance with Chapter 4117 of the Revised Code.

B. In consideration of the provisions set forth above, the UT-AAUP agrees to support the passage of legislation that enables the combination of UT and MUO and to refrain from any activities that might hinder the combination of UT and MUO.

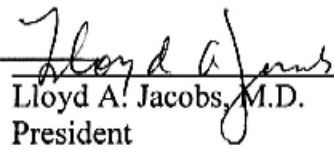
C. This Agreement is signed between the universities' respective presidents and the provisions above which are intended to bind the Combined University will constitute a binding agreement only upon the enactment of House Bill 478. This Agreement with respect to the obligations of the Combined University will have no force or effect if UT and MUO fail to combine or merge prior to December 31, 2006.

The University of Toledo

Medical University of Ohio at Toledo



Dan Johnson
President

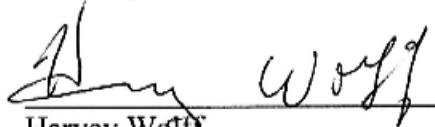


Lloyd A. Jacobs, M.D.
President

Date: 2/20/06

Date: 2/20/06

UT Chapter of AAUP



Harvey Wolff
President

Date: Feb 20, 2006