

# DOCUMENT 19

<sup>0133</sup>  
00133

3-30-2023 University Counter in response to March 30, 2023 Union Proposal Caste Side Letter

Key: Yellow highlight represents new language proposed by the University  
Language in strike, yellow highlight, bold and underline is language struck by the University  
All other text, including bolded and underlined text and struck text, denotes agreed to language

Side Letter on Caste Discrimination

*nk*

WHEREAS, major public and private universities around the United States have included caste as a protected classification in their non-discrimination policies; and

WHEREAS, the Union has requested to add "caste" as a protected category to the non-discrimination article in the parties' collective negotiations agreement;

**Commented [RG1]:** Caste is defined by the Union as follows: Caste is a system of rigid social stratification characterized by hereditary status, endogamy and social barriers sanctioned by custom, law or religion

THEREFORE, the Union and the University agree as follows:

1. The Union agrees to participate on a Task Force on the inclusion of caste as a protected category in the University's anti-discrimination policies, based on the following description and mission of the Task Force:

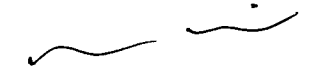
Following the conclusion of negotiations, the University agrees to establish a Task Force to examine issues of caste discrimination impacting students and members of negotiations units and surrounding the inclusion of "caste" as a protected category in the University's policies on prohibited discrimination and harassment and best practices to address caste discrimination. The task force will be co-chaired by the SVP for Equity, or designee, and a faculty member designated by the AAUP-AFT. In addition to faculty, staff, and student representation, the Task Force also will include representatives from University Human Resources and the University's Office of the Senior Vice President and General Counsel. In addition to the co-chair designated by the AAUP-AFT, the Union may designate another faculty member to serve on the Task Force with respect to the as to the deliberations of the Task Force it might impact of adding caste as a protected category on to the employment-related policies on prohibited discrimination and harassment that apply to negotiations unit members. In the event that the University adds caste as a protected category to its anti-discrimination policies, caste shall also be added as a protected category to Article 4 of the AAUP-AFT collective negotiations agreement.

2. In its deliberations about whether to add caste as a protected category to the University's anti-discrimination policies and collective negotiations agreements, the Task Force will consider other instances in which discrimination based on caste has been prohibited, including but not limited to, statutes, polices and collective bargaining agreements.
3. The Task Force shall issue a report, which shall be posted on the University's website.

3-30-2023 University Counter in response to March 30, 2023 Union Proposal Caste Side Letter

4. The University acknowledges that negotiations unit members who are alleged victims of caste discrimination related to their employment, currently may file a grievance under Article 9 alleging a violation of Article 4 under other existing protections, including, but not limited to ancestry, national origin, race, and gender. In addition, negotiations unit members who allege that they are victims of harassment based on caste may file a grievance alleging harassment under Section a.2 in Article 9.

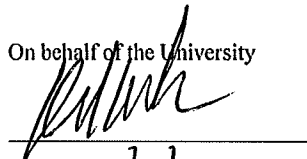
On behalf of the AAUP-AFT



Dated:

5/1/2023

On behalf of the University



Dated:

3/1/23

# DOCUMENT 20

<sup>0136</sup>  
00136

March 13, 2023 University Proposal In response to 3-2-2023 AAUP-AFT Proposal for Article 10 and 11 Release Language

Key: The University's changes are in yellow highlight.

*RLH*

Note: [The following language focuses on the scope and nature of the release and related provisions.]

1. Release and Waiver of Claims:

a. Scope of the Release and Waiver:

The Grievant, by execution of this Agreement, hereby waives, releases and relinquishes all claims, rights and causes of action, which Grievant may have against Rutgers ("Released Parties") (as defined in paragraph 1.b), based upon any act, omission or event relating to the allegations set forth in the Grievant's Article 10 [11] grievance, including any Claims (as defined in paragraph 1.c) which have been asserted or which could have been asserted under Article 10 [11], relating to the Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert] and Grievant's evaluations preceding Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert] which specifically includes any allegations set forth in the Grievant's Article 10 [11] grievance.

b. Definition of Released Parties:

"Released Parties" ~~Rutgers~~ includes ~~the~~ Rutgers, the State University of New Jersey ("Rutgers" or University") and the University's affiliates, units, successors and assigns, including its past, present and future governing bodies, and all officers, employees and agents ("Released Parties").

c. Claims Released and Waived:

The claims released and waived by the Grievant include

**Commented [FGH1]:** Just for purposes of clarity, we note that this is intended to capture only issues related to the scope and nature of the release, and does not include other settlement terms, including, for example, prefatory Settlement Agreement language or language pertaining to the withdrawal of the grievance, no admission of liability, and other standard provisions pertaining to governing law, the entirety of the agreement, and the fact that the agreement is non-precedential. It is the expectation that all of those provisions would be included in settlements of an Article 10 or 11 grievance. The agreement on this Side Letter shall not be construed in any way to preclude the inclusion of those provisions in a completed Settlement Agreement.

March 13, 2023 University Proposal In response to 3-2-2023 AAUP-AFT Proposal for Article 10 and 11 Release Language

Any claims which have been asserted or could have been asserted under Article 10 [11] relating to the [insert denial or reappointment, promotion and/or tenure], up to the date of signing of this Agreement, and, to the extent permitted by law, any claims or actions which Grievant could assert against the Released Parties under tort or common law or any statute, regulation, constitution, usage or practice related to Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert] and Grievant's evaluations preceding her Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert] up to the date of signing of this Agreement, including, but not limited to, all claims for:

- i. breach of contract or implied contract or tort claims; and
- ii. any claims of employment discrimination under any federal, state or local law, rule or regulation, and any amendments or supplements to the same, including but not limited to all claims under the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act, the Family and Medical Leave Act, the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments, the New Jersey Conscientious Employee Protection Act, the New Jersey Employer-Employee Relations Act, the New Jersey Constitution, and any other federal, state or local statute, ordinance or law or regulation.

c. Agreement not to bring other actions related to the claims raised in the grievance

Grievant and AAUP-AFT agree not to bring any action, suit, administrative proceeding, or arbitration proceeding against the Released Parties based on any claims related to Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert] and Grievant's evaluations preceding her Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert], up to the date of signing of this Agreement.

March 13, 2023 University Proposal in response to 3-2-2023 AAUP-AFT Proposal for Article 10 and 11 Release Language

d. No pending lawsuits or other proceedings related to grievance allegations

Grievant and AAUP-AFT represent that there are no pending lawsuits, charges, administrative proceedings or other claims of any kind that ~~she~~ Grievant has filed against Released Parties, in any state or federal court or before any agency or other administrative body. Grievant further agrees that ~~she~~ Grievant will not personally recover monies for filing any charge or complaint against Released Parties with any federal, state or local agency regarding any claims pertaining to Grievant's denial of [insert reappointment, promotion, and/or tenure] during academic year [insert] and Grievant's evaluations preceding her ~~Grievant's~~ denial of [insert reappointment, promotion, and/or tenure] during academic year [insert]. Grievant does not waive, nor shall this Agreement be construed to waive, any right which is not subject to waiver as a matter of law.

2. Right to Consider and Revoke Agreement

Grievant agrees and understands that Grievant has had at least twenty-one (21) days to consider this agreement and that if Grievant executed this Agreement at any time prior to the end of the twenty-one (21) day period, such early execution was a knowing and voluntary waiver of Grievant's right to consider this Agreement for at least twenty-one (21) days, and was due to Grievant's belief that Grievant had ample time in which to consider and understand the Agreement and in which to review the Agreement with an attorney. Grievant further agrees and understands that this Agreement shall not be effective or enforceable for a period of seven (7) days following ~~his~~ Grievant's signing of this Agreement (the "Revocation Period"), and that Grievant may revoke Grievant's assent to the Agreement, provided that such revocation is received by David Cohen, Vice President for University Labor Relations and Special Counsel for Labor Affairs, Office of the Senior

March 13, 2023 University Proposal in response to 3-2-2023 AAUP-AFT Proposal for Article 10 and 11 Release Language

Vice President and General Counsel, Rutgers, The State University of New Jersey, 335 George Street, Suite 2160, New Brunswick, New Jersey 08901, before the expiration of the seven (7) day time period. Grievant expressly understands and agrees that if Grievant revokes this Agreement, it will not be effective or enforceable and Grievant will not be entitled to any of the benefits provided for in this Agreement.

**3. Confidentiality**

Grievant and AAUP-AFT agree not to disclose the terms of this Agreement, except as required and/or permitted by law and Grievant may disclose the terms to ~~her~~ Grievant's immediate family, accountants or tax preparers and attorneys, if any. Although the parties may have agreed to keep the settlement and underlying facts confidential, such a provision in an agreement is unenforceable against the employer if the employee publicly reveals sufficient details of the claim so that the employer is reasonably identifiable.

**4. Acknowledgement**

**BY SIGNING THIS AGREEMENT, GRIEVANT ACKNOWLEDGES THAT:**

**(A) GRIEVANT HAS READ THIS AGREEMENT;**

**(B) THE ONLY CONSIDERATION FOR SIGNING THIS AGREEMENT IS AS SET FORTH HEREIN;**

**(C) THE CONSIDERATION RECEIVED FOR EXECUTING AND COMPLYING WITH THIS AGREEMENT IS GREATER THAN THAT ORDINARILY PROVIDED BY RUTGERS UNDER ANY CONTRACT, POLICY, OR PRACTICE;**

**(D) NO OTHER PROMISE OR AGREEMENT OF ANY KIND HAS BEEN MADE TO GRIEVANT OR WITH GRIEVANT BY ANY PERSON OR ENTITY WHATSOEVER TO CASUE GRIEVANT TO SIGN THIS AGREEMENT;**

**(E) GRIEVANT HAS BEEN ADVISED AND GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF GRIEVANT'S OWN CHOOSING AND WITH UNION, AND GRIEVANT HAS IN FACT DONE SO;**



March 13, 2023 University Proposal in response to 3-2-2023 AAUP-AFT Proposal for Article 10 and 11 Release Language

**(F) GRIEVANT ACKNOWLEDGSE THAT UNION HAS PROVIDED FAIR AND ADEQUATE REPRESENTATION;**

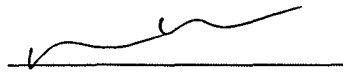
**(G) GRIEVANT AGREES TO EACH AND EVERY TERM OF THIS AGREEMENT;**

**(H) GRIEVANT IS COMPETENT TO EXECUTE THIS AGREEMENT;**

**(I) GRIEVANT FULLY UNDERSTANDS THE MEANING AND INTENT OF THIS AGREEMENT;**

**(J) GRIEVANT HAS EXECUTED THIS AGREEMENT FREELY, VOLUNTARILY AND OF GRIEVANT'S OWN WILL, AFTER A REASONABLY SUFFICIENT TIME FOR REVIEW, WITH FULL AND COMPLETE UNDERSTANDING OF ITS TERMS AND CONDITIONS.**

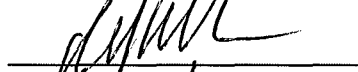
On behalf of the AAUP-AFT



Dated:

5/11/2023

On behalf of the University



Dated:

1/1/22

# DOCUMENT 21

0142  
00142

Side Letter of Agreement *PKS*

**Building Rutgers Innovation & Developing Grant Effectiveness (“Bridge”) Funding and Further Investments in Research**

A. Data Collection of Existing Bridge Funding

No later than January 31, 2024, the University Office for Research (“OfR”) will publish on its website information pertaining to Chancellor-led units, including Schools that maintain programs or initiatives to provide bridge funding. Additionally, OfR will publish on its website a point of contact in each Chancellor-led unit, including Schools, for employees to inquire about, and/or submit applications for, bridge funding.

No later than February 28, 2024, the Senior Vice President for Research, or designee, will meet with the Union to discuss the information posted on the website regarding the availability of bridge funding in Chancellor-led units, including Schools. Notwithstanding the above, applications for bridge funding shall continue to be reviewed and handled in accordance with current Chancellor-led unit, including School, practices and procedures.

B. Database of Grant-Funded Faculty

The OfR provides information to “Research with New Jersey” regarding faculty researchers at Rutgers involved in science, technology, engineering, and mathematics (“STEM”). “Research with New Jersey” is an online database that showcases information regarding faculty in STEM. The website for “Research with New Jersey” currently is <https://www.researchwithnj.com/en>. A Rutgers-specific portal is available at <https://www.researchwithrutgers.com/>. No later than January 31, 2024, the Senior Vice President for Research, or designee, will host a town hall meeting with faculty, which the Union may attend, regarding access to and use of this website, including, but not limited to, the ability of a faculty member to create an Open Research and Contributor ID (“ORCID”) profile, which is a persistent digital identifier that a faculty member owns and controls, and distinguishes them from other researchers. A faculty member can connect their ORCID ID with their professional information, including, but not limited to, affiliations, grants, publications, peer reviews.

OfR will work with the State of New Jersey and the Commission on Science, Innovation and Technology to determine the feasibility of including information on non-STEM faculty through “Research with New Jersey.”

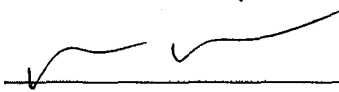
C. Continued Discussions on Bridge Funding

Within sixty (60) days following ratification of the AAUP-AFT 2022-2026 collective negotiations agreement, the University and the Union shall meet to continue discussions with respect to bridge funding, including the feasibility of providing information necessary to evaluate the effectiveness and availability of existing bridge funding programs at the University. Such information may include a listing of all applications submitted during the prior two fiscal years, whether the applications were approved, the amount of each bridge funding award, and the total amount of bridge funding dispersed in each of the prior three fiscal years. Pursuant to paragraph A above, the Union and the University shall meet to review the information and data gathered with respect to bridge funding programs in the Chancellor-led units and to discuss potential measures to

University April 27, 2023 Response to 4-26-2023 Bridge Funding Side Letter  
University responses shown in yellow highlighting

make bridge funding available to PIs and other grant-funded employees in the event of a disruption, reduction or cessation of grant funding.

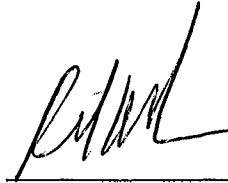
On behalf of the AAUP-AFT



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Dated: 5/1/2023

On behalf of the University



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Dated: 5/1/22

# DOCUMENT 22

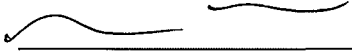
<sup>0145</sup>  
00145

University April 9, 2023 modifications shown in yellow highlighting

**SIDE LETTER REGARDING UNIVERSITY INDEMNIFICATION POLICY**

In deciding whether or not the University's Indemnification Policy 50.3.3 covers a faculty member who uses social media and other virtual platforms ("virtual platforms") to communicate, share, exchange and/or create information, ideas, research and scholarship (collectively "communications"), the University's Senior Vice President and Office of the General Counsel, ~~in consultation with the EVPAA~~, will determine whether the faculty member's communications on virtual platforms fall within the scope of the faculty member's scholarship, research, service and/or pedagogical duties as a University employee.

On behalf of the AAUP-AFT




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Dated:

5/1/2023

On behalf of the University



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Dated:

5/1/23

# DOCUMENT 23

0147  
00147

Side Letter on Doctoral Fellowships

Within thirty (30) days following ratification of the parties' collective negotiations agreement for the term July 1, 2022 to June 30, 2026, the University will establish a committee to (1) review issues associated with the sufficiency of stipend levels of the various University-funded doctoral fellowships; and (2) make recommendations to the Executive Vice President for Academic Affairs ("EVPAA") concerning such issues by November 1, 2023. The committee will be chaired by one of the deans of the graduate schools, appointed by the EVPAA, and will include the other deans of the graduate schools, graduate program directors appointed by the EVPAA, doctoral students appointed by the deans of the graduate schools, and two representatives appointed by the AAUP-AFT.

A handwritten signature in black ink, appearing to be 'R K' followed by a flourish.A handwritten signature in black ink, appearing to be 'ML' followed by a flourish.



# DOCUMENT 24

0149  
00149

March 29, 2023 University Counter – Course Atlas/Infosilem - responding to March 27, 2023 Union Proposal

Key: 3-29-2023 University removed comment bubble from paragraph 10 of Union's 3-27-2023 proposal  
Struck and highlighted language represents University deletion from the Union's 3-27-2023 proposal  
Highlighted and underlined language is reinserted University language  
All other text is agreed to by the parties.



**Memorandum of Agreement between the AAUP-AFT and Rutgers University regarding Course Atlas/Infosilem<sup>1</sup>**

Whereas, Rutgers University (the "University") is using Course Atlas/Infosilem to schedule courses on all campuses; and

Therefore, the AAUP-AFT and the University agree as follows:

1. The terms of this agreement apply to all campuses unless expressly stated otherwise.
2. Prior to the development of a class schedule for any fall or spring semester, faculty shall have the opportunity to advise their Chairs of times when they are not available to teach as a result of scheduled University, School, and departmental obligations, including professional obligations relating to service, research and scholarship. If a faculty member has a scheduled University, School, departmental, or other professional obligation (as defined in paragraph #3) that is approved by the Chair, and is not changed by the Dean or head of unit, it shall be accounted for in the scheduling of courses. Where an academic program functions without a Chair, the program director may carry out the duties of the Chair as specified throughout this Memorandum of Agreement.
3. University, School, departmental, and other professional obligations include, but are not limited to, regularly scheduled departmental meetings; regularly scheduled School meetings (e.g., meetings of committees identified in the School's bylaws, Chair meetings, and undergraduate program directors meetings); regularly scheduled University-level meetings (e.g., meetings for active members of the New Brunswick Faculty Council, Promotion Review Committee, and University Senate); regularly scheduled research and scholarship obligations (e.g., regularly scheduled meetings with research partners/team; regularly scheduled, fixed research time outside the University; regularly scheduled clinical hours; and regularly scheduled participation as a fellow at research centers; regularly scheduled Departmental and/or School research seminars; and regularly scheduled Departmental and/or School teaching and research seminars.
4. Faculty who require a reasonable accommodation for a qualifying disability or as a result of a sincerely held religious belief or practice, in accordance with applicable law, shall submit such a request to the Rutgers Office of Employment Equity and comply with the reasonable accommodation process. If an accommodation for a

<sup>1</sup> Course Atlas may alternatively be referenced in this MOA as "Course Atlas/Infosilem."

March 29, 2023 University Counter -- Course Atlas/Infosilem - responding to March 27, 2023 Union Proposal

qualifying disability or sincerely held religious belief or practice regarding course scheduling is approved, it shall be accommodated in the scheduling of courses.

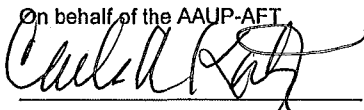
5. Faculty requiring a leave of absence for personal illness, pregnancy, post-pregnancy, disability, parenting, caregiving, family illness, or family leave shall seek such leave in accordance with Article 16 of the collective negotiations agreement between the AAUP-AFT and the University. If a leave of absence is approved, it shall be accommodated in the scheduling of courses.
6. Department Chairs will provide faculty members with their schedules as far in advance as possible, and in accordance with standard departmental practice.
7. If a faculty member has an objection to the faculty member's schedule, the faculty member may raise that objection with the faculty member's Chair. Chairs shall retain the ability to submit modifications to the schedule under the closed ranks process or to account for a leave of absence, religious or ADA accommodation or professional obligation that is approved after the schedule is created provided the Dean or head of unit does not disagree with the Chair's request. Chairs shall have the authority to request time/day changes if a newly emergent professional obligation (as defined in paragraph 3) arises for the faculty member, provided the Dean or head of unit does not disagree with the Chair's request. Chairs shall also have the authority to request time/day changes to accommodate ~~a faculty member's professional obligations, (as defined in paragraph #3) or the faculty member's submitted time/day preferences,~~ provided the Dean or head of unit does not disagree with the Chair's request. The Chair's requested schedule changes, as set forth in this paragraph shall be approved unless no room is available at the requested time/day and provided the Dean or head of unit does not disagree with the Chair's request. If no room is available at the time/day requested, the Scheduling Office will negotiate with the Department Chair to find a satisfactory solution.
8. The University shall provide the Union with notice of proposed changes to the guidelines for Rutgers course schedule change requests simultaneous with notification to the department or unit and upon request shall negotiate mandatorily negotiable proposed changes and shall meet and discuss non-negotiable proposed changes with the Union.
9. If the faculty member still has an unresolved objection to the faculty member's schedule following the discussion with the faculty member's Chair, the faculty member may file an appeal with the Dean or head of unit of the faculty member's school, who shall make the final determination regarding the faculty member's course schedule. If the Dean or head of unit denies the appeal, they must inform the faculty member of the reasons in writing within eight (8) working days from receipt of the appeal. In cases where the unresolved objection to the faculty member's schedule resulted from a decision of the Dean or head of unit, the appeal may be filed with the applicable Chancellor or Chancellor-Provost or designee who shall make the final determination regarding the schedule. If the applicable Chancellor or Chancellor-Provost or designee denies the appeal, they must inform the faculty member in writing within ten (10) calendar days from receipt of the appeal.

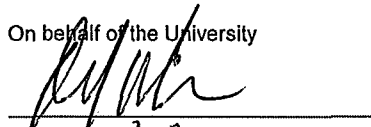
Commented [A1]: We are striking this language only because we think that it is duplicative of the above.

March 29, 2023 University Counter – Course Atlas/Infosilem - responding to March 27, 2023 Union Proposal

10. The provisions of this MOA that are mandatorily negotiable may be grieved as Category One grievances under Article 9 of the parties' collective negotiations agreement. Academic judgments made pursuant to this MOA, that are not mandatorily negotiable, are not grievable.
11. This Agreement shall satisfy the obligations of the University and the AAUP-AFT pursuant to paragraph 3 of the Side Letter of Agreement between the AAUP-AFT and Rutgers University regarding Course Atlas/Infosilem.
12. The AAUP-AFT represents that it has no pending unfair practice charges or grievances relating to the implementation of Course Atlas/Infosilem and that it will not file any unfair practice charges or grievances relating to the implementation of Course Atlas/Infosilem up to the date of signing of this agreement.
13. This agreement is made without any waiver of the University's rights to assert that the implementation and administration of a course scheduling system is not a mandatorily negotiable. This agreement is made without any waiver of the AAUP-AFT's rights to assert that the implementation and administration of a course scheduling system is mandatorily negotiable.

Commented [A2]: This appears to have been inadvertently deleted from the most recent counter.

On behalf of the AAUP-AFT  
  
Dated: 5-1-2023

On behalf of the University  
  
Dated: 5/1/22

# DOCUMENT 25

0153  
00153

April 28, 2023 9:40 am University amendment to April 27, 2023 University Response (10:45 pm) to 4-27-2023 Union response to April 25, 2023 University Proposal

University changes shown in green highlight

April 28, 2023 addition shown in DAC comment bubble.

Memorandum of Agreement

*RLC*

Rutgers, The State University ("University") and the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO ("AAUP-AFT") agree as follows:

**1. COVID-19 Dissertation Extension Funding (side letter agreement not to be included in the collective negotiations agreement)**

A doctoral student may be eligible to apply for up to two additional semesters of stipend or other support to complete their dissertation research due to COVID-19 disruptions. By May 15, 2023, the University will form a COVID-19 Dissertation Extension Funding Committee, chaired by the Deans of the Graduate Schools (or designees) and also will include four members of the faculty serving as graduate program directors (one from each CLU), and four doctoral students (one from each CLU). The members will be nominated by the chancellors and appointed by the EVPAA. Alternates will be identified for cases where doctoral student applicants are enrolled in a committee member's program.

Doctoral students who have reached the end of their University funding may apply for COVID-19 Dissertation Extension Funding provided they meet the following criteria:

- reached the end of their University funding at the end of the 2022-2023 academic year and do not have access to external funding.
- encountered direct disruption or delays in the completion of their research as a result of COVID-19 that was unable to be addressed through alternate means.
- received the support of their graduate program director for funding extension.
- remained in good academic standing and demonstrated steady progress toward degree completion prior to the pandemic.

Doctoral students may complete an application demonstrating the criteria with documentation for the committee's review. The committee will review all applications and render a recommendation to the EVPAA (or designee), who will make the final decision.

Funding shall be through TAships, GAships or University-sponsored fellowships. Awards will be announced by June 30, 2023 in writing and shall be disbursed by September 15, 2023.

**2. Caregiver Professional Travel Grants for TA/GAs (side letter agreement not to be included in the collective negotiations agreement)**

Rutgers will offer TA/GAs a taxable grant for qualified short-term grant for child caregiver expenses incurred when traveling to present an accepted paper at a professional meeting, up to a maximum of \$250.00 per year.

Commented [SW1]: The EVPAA will identify funding sources for the dissertation extensions.

Commented [OULR2R1]: The University does not agree to this.

Commented [DC3R1]: April 28, 2023 - The EVPAA will coordinate funding sources for the COVID-19 dissertation extension funding.

Commented [SW4]: Fellowships shall be funded at levels that provide a net amount of support that is equivalent to a TAship or GAship, including tuition and fee remission and student health care.

Commented [OULR5R4]: The University-sponsored fellowships for COVID-19 dissertation extension funding will be funded at no less than a \$25,000 stipend for the academic year, plus student health care and fees. Awarded University-sponsored fellowships will include one credit per semester of dissertation tuition remission.

April 28, 2023 9:40 am University amendment to April 27, 2023 University Response (10:45 pm)  
to 4-27-2023 Union response to April 25, 2023 University Proposal

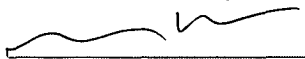
Grant funds can be used to cover expenses incurred for:

- Extra childcare at home while the recipient is traveling; or
- On-site childcare while at a conference or meeting

Grants will be administered by the Deans of the Graduate Schools. Recipients will be asked to complete a reimbursement form and attach receipts to receive the grant.

3. The terms of this Memorandum of Agreement are subject to ratification by the AAUP-AFT.

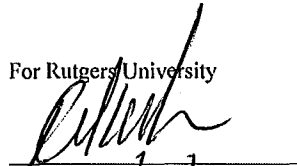
For the AAUP-AFT



Dated:

5/1/2023

For Rutgers University



Dated:

5/1/22

# DOCUMENT 26

0156  
00156



Memorandum of Agreement NCS

Rutgers, The State University ("University") and the Rutgers Council of AAUP Chapters, American Association of University Professors-American Federation of Teachers, AFL-CIO ("AAUP-AFT") agree as follows:

1. Maintain University Article 6 Proposal dated March 27, 2023 and add following side letter (University changes shown in underlining and strikethrough):

During the term of this Agreement, the University shall provide exceptional service awards, known as "Cheryl Wall Faculty Fellowships," to recognize full-time faculty who have a demonstrated commitment to working on issues faced by the University's diverse student population. Cheryl Wall Faculty Fellowships, in the form of a course release, shall be awarded to full-time faculty for mentoring, advising, and outreach, to support the University's efforts to promote diversity, equity, and inclusion—underserved, first-generation, and/or underrepresented students. This support includes, but is not limited to: the development and implementation of high-impact educational practices; curricular redesign intended to improve student access and success; service to the department, school, University, or community, that exceeds the normal expectations for faculty; assignment to courses where increases to enrollment have demonstrably increased workload; and other extraordinary forms of service to students.

- A. All full-time ~~and part-time~~ faculty shall be eligible for Cheryl Wall Faculty Fellowships, of up to one course release per academic year.
- B. Chancellors, or their designee, shall review all applications for Cheryl Wall Faculty Fellowships and make recommendations to the UCD.
- C. The UCD shall make final recommendations ~~determines~~ as to the award of Cheryl Wall Faculty Fellowships to the EVPAA. The EVPAA, or their designee, shall make final determinations.
- D. Cheryl Wall Faculty Fellowship awards for the following academic year shall be announced by February 15th ~~February 15<sup>th</sup>~~.
- E. Faculty are eligible to receive a Cheryl Wall Faculty Fellowship only once during the term of this Agreement ~~apply for these fellowships every two years.~~

2. EOF Funding (add as a side letter agreement not to be included in collective negotiations agreement)

Consistent with applicable law, the Union and the University shall jointly seek funding from the State for five-year packages for TAs, GAs or University-sponsored fellowships to be awarded to 25 EOF alums from NJ EOF programs at four-year institutions, who qualify for admission to a doctoral program at Rutgers. The packages shall include tuition, fee remission and health insurance (understanding that fellows currently are not eligible for health benefits under the SHBP).

3. **Fines and Fees – current Rutgers practice (this provision is meant to be advisory and is not part of the collective negotiations agreement)**

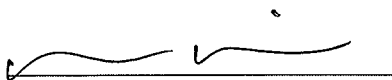
- Ended the practice of withholding transcripts for students who have an outstanding balance
- Ended the practice of registration and transcript holds for outstanding parking fees
- Since the onset of COVID, the University has relaxed the policy of enforcing late fees
- Have committed significantly to the Scarlet Promise Grants (“SPG”) program which provides grants to thousands of Rutgers students to address the gap between state and federal financial and what families can afford and to assist students with the payment of unpaid fees. In addition, the Scarlet Guarantee, Run to the Top, Bridging the Gap, and the Garden State Guarantee also help pay tuition and fees for the neediest students.

4. **Beginning with Fall 2024 for students entering their PhD graduate program that semester (side letter agreement not to be included in the collective negotiations agreement)**

At the conclusion of a full-time PhD student’s one-year term of appointment as a TA or a GA, or following the conclusion of such student’s one-year fellowship, the University shall offer the full-time PhD student support through the completion of the fifth year of the student’s doctoral program provided the student is making adequate academic progress in their program through **TAships, GAships or full University-sponsored fellowships** ~~consistent with the University’s previous Doctoral Student Academic Advancement Support Program announced in a report March 2021.~~

5. The terms of this Memorandum of Agreement are subject to ratification by the AAUP-AFT.

For the AAUP-AFT



Dated:

5/1/2023

For Rutgers University



Dated:

5/1/23

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