

## APPENDIX J

### 9-7-17 Final

#### Agreement between the AAUP-AFT and Rutgers the State University, Regarding Article XXVII of the Parties' 2014-2018 Collective Negotiations Agreement ("Agreement")

WHEREAS, prior to June 2016, letters of appointment to clinical faculty at Rutgers School of Law, Newark, who had completed the Clinical Scholar Series, and to clinical faculty at Rutgers School of Law, Camden, specified that the five-year contracts received by clinical faculty were "presumptively renewable;" and

WHEREAS, in June 2016, letters of reappointment to clinical faculty in Camden and Newark with five-year presumptively renewable contracts did not refer explicitly to the contracts being "presumptively renewable;" and

WHEREAS, in July 2015, the Board of Governors combined Rutgers School of Law, Camden and Rutgers School of Law, Newark to form one unit, known as Rutgers Law School ("Law School"); and

WHEREAS, in December 2013, the University and the AAUP-AFT entered into a Memorandum of Agreement that has been incorporated into the 2014-2018 collective negotiations agreement as Article XXVII and which establishes certain terms of employment and protections for all Non-Tenure Track faculty and references certain title series used by the Law School, including the Clinical Law Title Series; and

WHEREAS, pursuant to the American Bar Association Standards and Rules of Procedure for Approval of Law Schools ("ABA Standards") — specifically ABA Standard 405(c), as interpreted by Interpretation 405-6 — certain Law School faculty shall be appointed to presumptively renewable five-year contracts ("long-term-contract law faculty" or "LTC law faculty"); and

WHEREAS, the AAUP-AFT and the University desire to conform the terms of Article XXVII to apply the ABA Standards to the LTC law faculty in order to ensure the Law School's ongoing satisfaction of the ABA standards;

THEREFORE, the AAUP-AFT and the University agree to the following:

1. Letters of appointment and reappointment issued to all LTC law faculty shall conform to the letters of appointment and reappointment issued prior to June 2016 and shall expressly state that the contracts to which such faculty members are being appointed are "five-year presumptively renewable contracts."
2. Letters of appointment and reappointment issued in June 2016 to LTC law faculty shall be revised and reissued to conform to paragraph 1 above.

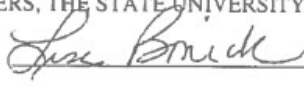
3. Section VI(C) of Article XXVII, which provides that NTT faculty shall be evaluated two times during a five-year term, is modified as applied to LTC law faculty to require one evaluation during the final year of the five-year contract. The evaluation procedure shall be conducted in accordance with the standard that such long term contracts are presumptively renewable. Prior to the evaluation, the faculty member shall provide the co-dean at the LTC law faculty member's location with the following: a current curriculum vitae, a personal statement, and an outline of a five-year plan setting forth the faculty member's goals for teaching, scholarship/clinical practice, and/or service. The co-dean shall evaluate the faculty member utilizing a narrative framework or any other written format he/she deems appropriate in order to provide assessments and guidance as needed. The co-dean may consult with other faculty members to obtain information regarding the LTC law faculty member's teaching, scholarship/clinical practice, and/or service. The final decision with respect to reappointment/renewal will rest with the co-dean.
4. To provide LTC law faculty members with "a form of security of position reasonably similar to tenure" in compliance with Standard 405 of the ABA Standards and Rules of Procedure for Approval of Law Schools, LTC law faculty normally are initially appointed to two, three-year non-presumptively renewable appointments and after successful completion of those two appointments, upon reappointment, LTC law faculty are appointed to five-year contracts that are presumptively renewable, as that phrase is used in Interpretation 405-6 of ABA Standard 405(c). A copy of ABA Standard 405(c) and Interpretation 405-6 in effect as of the date of the execution of this Agreement is attached hereto and incorporated by reference herein. In the discretion of the Law School, pursuant to its policies and procedures, the LTC law faculty member may be given a five-year presumptively renewable contract prior to completion of two, three-year non-presumptively renewable appointments. All terminations during the term of a contract are subject to the provisions of Article XXVII(IV)(B) of the parties' collective negotiations agreement.
5. Except as provided for in this Agreement, Rutgers and the Union agree that nothing in this Agreement is intended to alter or amend the collective negotiations agreement between Rutgers and the Union.
6. Rutgers and the Union understand and agree that this Agreement and the benefits provided under it are made in settlement and compromise of disputed claims and nothing in this Agreement is to be construed as an admission of wrongdoing by any party.
7. No waiver of any breach of any term or provision of this Agreement shall be construed to be a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
8. This Agreement will be interpreted and enforced under the laws of and in the State of New Jersey. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws. If any provision of this Agreement shall, for any reason, be adjudged by a court of competent jurisdiction to be

invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of the Agreement.

9. Rutgers and the Union agree that this Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.
10. The Union agrees that the terms of this Agreement shall neither set a precedent nor constitute a past practice with respect to non-tenure track faculty, other than LTC law faculty, and Rutgers and the Union agree that this Agreement shall not be referenced or relied upon in any other matter whether pending or in the future, including grievances and arbitrations brought under the terms of any AAUP-AFT collective negotiations agreement on behalf of non-tenure track faculty, other than LTC law faculty, including, but not limited to Article XXVII of the parties' collective negotiations agreement. Any party may introduce this Agreement into evidence in any legal proceeding brought to enforce the terms of this Agreement, including in an arbitration proceeding to enforce the terms of this Agreement under the grievance/arbitration provisions of Article IX of the parties' collective negotiations agreement.
11. This Agreement represents the entire Agreement and understanding between the parties and supersedes any prior agreement, understanding, or negotiations. There are no agreements, representations, or promises, either oral or written, with respect to the subject matter of this Agreement except as expressly stated in it. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Union and Rutgers.
12. This Agreement may be signed in counterparts and, if so signed, this Agreement shall have the same force and effect as if signed at the same time. In addition, fax signatures on this Agreement shall be deemed originals.
13. The individuals listed below represent that they have authority to enter into this Agreement on behalf of their principals.

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Dated: September 8, 2017

By: 

AAUP-AFT

Dated: September 11, 2017

By: 