

APPENDIX L

Memorandum of Agreement

RSJ
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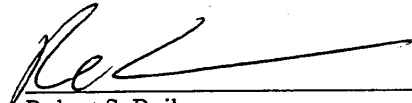
1. Upon ratification of the collective negotiations agreement, the parties agree to negotiate concerning the following subjects: Distance Learning, Winter Session, Computer Policies, and Retirement Transition and Incentives, subject to the following:
2. The parties will confer in advance of each meeting to formulate an agenda for the purpose of assuring that appropriate representatives of the parties attend the meeting.
3. Within 60 days of ratification of the successor to the 1999-2003 collective negotiations agreement, the AAUP shall commence these negotiations on all 4 subjects by delivering to the University specific proposals on the subjects listed above.
4. The parties agree to negotiate in good faith at reasonable times and at reasonable places over these proposals and over counterproposals that the parties may make thereafter.
5. In the event there is disagreement between the parties as to whether any specific proposal is within the scope of collective negotiations or whether the AAUP appropriately represents members of the bargaining unit with respect to negotiations over these subjects, either party may file a scope of negotiations or other appropriate petition with PERC. Notwithstanding any assertions of the parties with respect to any such disagreements or the pendency of a scope of negotiations or other petition, the parties shall discuss such proposal unless one party objects, and such discussions shall not be a waiver of either parties' position.
6. The parties agree that after at least 10 negotiations sessions have been held concerning a subject, either side may enlist the assistance of a mutually agreed upon third-party neutral, the costs of which shall be divided equally by the parties. The parties agree to meet with the third party neutral (together or separately, as the neutral recommends) for no more than three (3) meetings, unless the parties mutually agree to have more meetings. At the end of this third party process, the neutral may make oral or written recommendations for settlement to the parties. Subsequent to the recommendations of the mediator, the parties shall reconvene to attempt to reach agreement taking into account the recommendations. The parties agree that there shall be no further third party process or impasse procedures in connection with the negotiations over these subjects.

7. Upon execution of this Memorandum of Agreement, the AAUP will withdraw with prejudice the pending Unfair Practice Charges, Docket No. CO-2000-263, that concerns Winter Session, Computer Policies, Distance Learning, and other matters.

8. Alleged violations of this Memorandum of Agreement shall not be subject to the parties' grievance-arbitration procedure, but may be brought, consistent with applicable law and PERC procedures, to PERC. In such event, the University retains all available defenses, except that the University agrees not to assert a defense based upon untimeliness of an AAUP demand for negotiations that occurred prior to the execution of this Memorandum of Agreement.

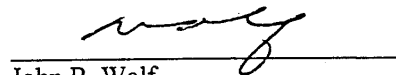
**FOR THE RUTGERS COUNCIL
OF AAUP CHAPTERS**

**FOR RUTGERS, THE STATE
UNIVERSITY OF NEW JERSEY**




Robert S. Boikess
10/10/03

Date



John B. Wolf
10/14/03

Date



Rudolph M. Bell
10/10/03

Date