

**Memorandum of Agreement**  
**Between**  
**The New School**  
**and**  
**Act – UAW, Local 7902 and The International Union**

Except as modified below, the terms and conditions of the collective bargaining agreement between The New School (“University”) and Academics Come Together, Act-UAW Local 7902 and The International Union (“Union”) for the period September 1, 2005 through August 31, 2009 shall be extended and remain in full force and effect during the term of this successor collective bargaining agreement (the “Agreement”) as described herein.

1. Article VI (Bulletin Boards and Postings) is modified by the inclusion of the following: The University will install ACT-UAW, Local 7902 Bulletin Boards in every faculty resource center throughout the University.

2. Article IX (Faculty Rights and Responsibilities) is modified to include the following: Faculty will receive optional syllabus templates and any information concerning required syllabus content at least one (1) month before the semester begins.

3. Article XIII (Faculty Appointments) is revised as follows:

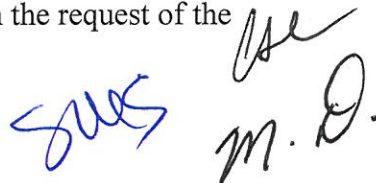
(i) Section B.3 will include the following new language (n): Annual/Grandparented Faculty will be given every reasonable opportunity to teach new curriculum being implemented in their Programs/Departments/Schools/Divisions.

(ii) Section B.3 will include the following new language (o):

Faculty are presumed qualified to continue teaching within their areas of experience in any Program/Department/School/Division. The parties may consider, among other things, the faculty member’s C.V. in connection with the assignment of courses.

(iii) Section B.3 will include the following new language (p - Training):

The University, consistent with its institutional values, is committed to the development of its faculty members and to providing training when appropriate and access to development opportunities with the goal of faculty retention and professional support. When an Annual Faculty Member is found to be ineligible to teach a new course in a program or department where he/she has previously taught, and not assigned to a course or courses for which she/he would otherwise be eligible under the Agreement, the University will work with the Faculty Member to identify additional training and learning that the Faculty Member may engage in to become qualified to teach such courses(s). Upon the request of the

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Faculty Member, made within a reasonable amount of time, the program/department will suggest courses, lectures, conference, workshops, and other courses of study and/or other training opportunities (hereinafter referred to as "Training"). In addition, the program/department will identify appropriate courses, if any, offered by the University as a means to achieve this goal. When such courses are identified, additional tuition waiver benefits, within reason, will be made available to Faculty Members. In addition, the University will make reasonable efforts to continue to provide cost-effective training in support of curriculum or program development, where appropriate, similar to the training previously or currently offered at Parsons for major curricular changes.

Nothing in this provision shall be deemed as a waiver by the Union (or affected Faculty Members) of its right to claim that the University's determination that a Faculty Member is not qualified to teach a specific course, either before or after "Training" was completed, is in violation of the Agreement. The satisfactory completion of such "Training" will result in the Faculty Member being eligible to be assigned to teach such course(s). Except in special circumstances the Faculty Member will be deemed qualified and current to continue teaching such course(s) after successful completion of teaching such course(s) for two semesters followed by a satisfactory evaluation including effective teaching performance.

(iv) Replace C.4 and D.4 with the following revised language:

If a Faculty member has proposed and developed a new course with the understanding that he/she will be assigned to teach that course, that Faculty member is protected from displacement by Faculty member with greater replacement rights for the first four semesters the course is offered and runs. After four semesters, such Faculty member can be replaced by a Faculty member who has greater replacement rights.

(v) Replace C.11 (last sentence) with the following: Severance shall consist of 50% of the last year or 65% of the average of the last two years, whichever is greater and recall rights for (2) years.

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4. Article XIV, Section C (Evaluation) is revised to add the following ending sentence: "or there is a claimed violation of the evaluation procedures or criteria for Evaluation set forth in this Agreement".

5. Article XVIII (Paid Academic Leave) – is modified to reflect that faculty who have attained Annual status, regardless of their title, may apply for a paid leave.

6. Article XIX (Union Leave & Office) – Section C is revised to increase the annual aggregate to \$80,000 effective September 1, 2014 and to \$90,000 on September 1, 2016, and will continue at that amount for each year thereafter.

7. Article XX (Emergency Instance) is modified to include the following language: Effective September 1, 2015, part-time faculty will be entitled to (a) one hour of paid sick leave for each 30 contact hours of service (up to a maximum of 40 hours) or (b) the benefits under the November 2009 MOA, paragraph 6, which is one emergency absence of one class per course per semester, whichever is greater.

8. Article XXXVIII (Compensation) is modified in Section A to reflect the across-the-board wage increases, which shall also be applicable minimum rates as follows:

(i)

- (a) September 1, 2014 – 2.25%;
- (b) September 1, 2015 – 2.5%;
- (c) September 1, 2016 – 2.5%;
- (d) September 1, 2017 – 2.75%; and
- (e) September 1, 2018 – 3%

(ii) Section A is also modified to add effective September 1, 2014 a new longevity milestone for 30 years of service at a \$10 increment.

(iii) Section C is modified to add the following new provisions:

- (a) A new subsection 3, entitled On-line Equipment Reimbursement: Faculty who teach at least one, 100%, on-line course, will be paid \$500 no more frequently than once every 5 years.
- (b) A new subsection 4, entitled On-line Course Creation/Conversion:

If the University asks a faculty member to convert to online a course that s/he has previously taught onsite for which there is no existing online content the University will pay the faculty member a one-time course conversion fee of \$500. When the University asks a faculty member to create a new online course the fee will be the same as course creation outlined in additional duties, however, the

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maximum number of hours for an online course is 65 hours. [Additional Duties Chart in Section E will be updated to reflect this addition.]

9. Article XXIX (Medical and Dental Benefits) will be modified to reflect the following changes:

**A. Eligibility Language**

Effective September 1, 2015: Faculty must meet the CBA and MOA's current eligibility criteria *plus* teach at least 90 hours for two or more courses or the equivalent in teaching activities per academic year (fall, spring and summer terms) to qualify for health care coverage through the University except that Faculty may be deemed eligible if they teach only in the fall or only in the spring during the look forward year, Faculty who teach only in the fall or only in the spring during the look forward year must timely pre-pay for their coverage on a post-tax basis. Faculty who do not pre-pay for their coverage must earn enough in wages to cover the cost of the premium share of the plan they select.

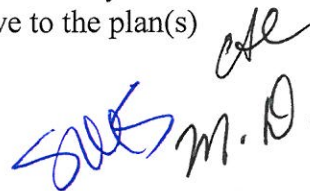
Reflecting the above, the following will replace A.2 in the MOA in its entirety:

Faculty must have worked at the University at least one academic year to be considered Health and Dental eligible.

Faculty must have taught a minimum of 90 contact hours for two or more courses or the equivalent in teaching activities; or have taught two or more courses in or the equivalent in teaching activities and earn a minimum in wages equivalent to 90 hours at the non-credit minimum under this Agreement. Faculty must be scheduled to teach in the upcoming Fall or Spring, combined, a minimum of 90 contact hours for two or more courses or the equivalent in teaching activities; or two or more courses or the equivalent in teaching activities and earn a minimum in wages equivalent to 90 hours at the non-credit minimum under this Agreement. Instead of the criteria listed in this paragraph, Mannes faculty must meet the following requirements to be eligible for Health and Dental coverage: Mannes faculty must have taught two or more courses or the equivalent in teaching activities and earned enough in wages to cover the cost of the employee premium share and they must be scheduled to teach two or more courses or the equivalent in teaching activities and earn enough in wages to cover the cost of the employee premium share.

Faculty scheduled to teach in either the Spring or Fall semester and who are Health and Dental eligible must pay their full share of the premiums (post-tax). Faculty who do not pre-pay for their coverage must earn enough in wages to cover the cost of the premium share of the plan they select.

B. Effective January 1, 2015 through December 31, 2016: Eligible faculty may participate in the health care plans currently offered by the University, to the extent they continue to be offered. Faculty who were Grandfathered in the 500 plan (Grandfathered 500 faculty) may remain in that so long that plan is being offered by the University. If and when the 500 plan is eliminated, Grandfathered 500 faculty shall move to the plan(s) available to faculty covered by this agreement at that time.



C. Effective January 1, 2017 through August 31, 2019: Faculty who meet the eligibility criteria may participate in an EPO plan that will be offered by the University. Faculty will no longer be able to participate in any other University-sponsored health care plan.

D. Premium co-pays for the United Health Care Charter 1000 and EPO (or comparable benefit plans) are as follows: (no change to current rates until January 1, 2016)

1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay for the EPO coverage effective January 1, 2016:

For Individual Medical Coverage - 20% of premium

For Family Medical Coverage - 28% of premium

2. Faculty scheduled to teach three or more classes or the equivalent in an academic year shall pay for the EPO effective January 1, 2016:

For Individual Medical Coverage - 16% of premium

For Family Medical Coverage - 24% of premium

E. Premium co-pays for the Charter 1000 plan and the Delta Dental DHMO/DPPO (or comparable benefit plans) are as follows:

1. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2016:

For Individual Medical Coverage - 27% of premium

For Individual Dental Coverage - 54% of premium

2. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2016:

For Individual Medical Coverage - 22% of premium

For Individual Dental Coverage - 37% of premium

3. Faculty scheduled to teach two classes or the equivalent in an academic year shall pay effective January 1, 2016:

For Family Medical Coverage - 34% of premium

For Family Dental Coverage - 53% of premium

4. Faculty scheduled to teach three classes or the equivalent in an academic year shall pay effective January 1, 2016

For Family Medical Coverage - 30% of premium

For Family Dental Coverage - 48% of premium

F. Eligible Faculty shall be offered the opportunity to participate in the United Healthcare and Delta Dental DHMO or DPPO Insurance plans as of January 1, 2016 or to comparable benefit plans thereafter. The percentages of premium outlined in this article

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will be applied each year of the contract term to the premium costs negotiated with the carriers for the plans discussed herein.

#### G. Premium Increase Caps

Effective January 1, 2017 and each year thereafter a 10% premium cap will be applied as follows:

1. If either the health or dental insurance companies impose a premium rate increase in excess of the total premium in the prior year, the employee will pay his/her share of the increase up to 10% in the first year.
2. If the rate increase is less than 10%, any unused difference between the new annual rate and 10% will be carried forward, on an aggregate basis, to add to, and be utilized for, the subsequent 10% annual caps in succeeding contract years.
3. If the rate increase in a succeeding calendar year is greater than 10%, the University will pay the additional premium over 10% in that year the increase is imposed. In the following year, if the increase is less than 10% (0% to 9.9%), the aggregate premium percentage increase in excess of 10% from the previous year will be added to the following (or succeeding) year's employee premium percentage cap if the annual increase in that or a succeeding year is below 10%.

10. Article XXXXI (Term of Agreement) is modified to reflect that the new term of the Agreement shall be from September 1, 2014 through August 31, 2019.

All other proposals by both parties are hereby withdrawn without prejudice or precedential value.

