

MEMORANDUM OF AGREEMENT

It is hereby agreed between The Cooper Union (“Cooper Union”) and Cooper Union Organization of Part Timers, NYSUT, AFL-CIO (“CUOP”), that the parties’ collective bargaining agreement that expired on August 31, 2014 is extended through August 31, 2017 with the following modifications (subject to ratification by the CUOP membership and the Cooper Union Board of Trustees):

1. Appointment Letters

Appointment letters (shall also include “reappointment letters”) for all bargaining unit members will contain the name of the faculty member, a reference to the CUOP agreement, and the compensation for each semester or year of the appointment. Appointment letters shall be sent to all members for each semester or year of his/her appointment. Additionally, appointment letters for adjunct faculty shall contain the title of the class, number of credit hours attached to the class and the members’ hourly rate (with reference to the applicable tier).

Appointment letters shall not contain any other information regarding terms and conditions of employment, unless agreed to by the union and Cooper Union.

Cooper Union will include with each appointment letter a letter (in a form substantially similar to that attached hereto as Exhibit A) informing employees of their union security obligations and the form to satisfy those through voluntary payroll deduction.

Amend Article IX B. “semester” to “academic year” and change the last sentence to read: “The Cooper Union agrees to furnish to the CUOP all appointment letters (including the e-mail address of the prospective bargaining unit member) by no later than 10 days after the notification date contained in this Article or no later than 10 days after hire whichever is later.”

2. Grading

It is recognized that the standard practice is for adjunct professors to grade the work of the students in their classes and to enter those grades into Cooper Union’s grade reporting system. In the unusual circumstance that there is a modification from this standard practice for a particular adjunct professor, such modification shall be indicated in the appointment letter (see Exhibit B), and the specifics of the modification shall be communicated during the hiring process. In the circumstances where the adjunct professor is not responsible for the grades for the class they are teaching, the appointment letter shall indicate the faculty member responsible for the grading of the class. The adjunct faculty member shall be provided an opportunity to meet with the faculty member responsible for the grades at least five days before they are made available to the students.

3. Independent Study

Adjunct faculty members supervising/teaching independent study shall be compensated at the rate of 10% of their current rate for other classwork for each student in the same independent study program/class, up to 4 students. Any credit bearing class with at least 5 students will be paid at the regular rate of pay.

Independent study supervision/teaching may be accepted or rejected as an assignment by all bargaining unit members.

Appointment letters will be provided for Independent Study supervision assignments.

4. Article XV(B) Fund

Effective September 1, 2014, increase the Fund to \$15,000.

5. Reappointment

Change "June 15" to "May 10" in Article XV(E)

6. Postings

New class offerings for adjuncts (i.e, those not currently being taught by a current Cooper Union employee and that will not be taught by a proportional faculty member, a member of the full-time faculty bargaining unit or member of the administration) shall be posted at the specific school/division and shall be sent via email to the union president. Part-time faculty members who meet the requirements in XV A(3) and who apply in a timely manner for the position shall be considered for such positions prior to filling the position with any other candidate.

7. Article XV (A) 4 Compensation

- a. Clarify that credit for a semester under the tier structure shall include any period where the adjunct faculty member teaches a course at Cooper Union wherein a student registered with Cooper Union receives credit for the class taught by the adjunct faculty member.
- b. For adjunct faculty members below the minimum of their current tier as of the date of ratification:
 - i. On September 1, 2014, the greater of (a) a 2.5% increase or (b) moving half way to the minimum for the appropriate tier.
 - ii. On September 1, 2015, the greater of (a) a 2.5% increase or (b) moving to the minimum for the appropriate tier.

- iii. On September 1, 2016, a 2.5% increase.
- c. All other adjunct faculty receive a 2.5% wage increase on September 1, 2014, September 1, 2015, and September 1, 2016.
- d. Proportional faculty to receive a 2.0% increase on September 1, 2014, 2.5% on September 1, 2015 and 2.5% September 1, 2016.
 - i. Proportional faculty members with 20 or more years of experience at the Cooper Union and earning less than \$34,000 per semester shall receive a one-time salary increase on September 1, 2014 of \$1577.00.
- e. Effective September 1, 2015, change Article XVI, A(5) from 5% to 7.5%.
- f. Any adjunct faculty member below the minimum for his/her current tier who reaches the level for the next tier at the end of a given semester, shall move to the minimum rate of that next tier at the beginning of the next semester.
- g. MOOCS – the parties will continue to meet and discuss the creation and teaching of MOOCS. Current bargaining unit members who have performed work associated with MOOCs shall be compensated at \$75/hour for work already performed up and until a final agreement has been reached unless additional compensation is negotiated in which case such additional money shall be due to the members affected. Such compensation is solely for work already performed and is not an accepted rate of pay for any future work associated with MOOCs. Compensation for work performed shall be made to all bargaining unit members within 30 days of ratification of this agreement.
- h. Effective September 1, 2014, flat rate payments for the following support of teaching activities in the School of Art assigned to adjunct faculty members:
 - i. \$200 - Open Houses
 - ii. \$300 – Local Portfolio day events
 - iii. \$500 – Non-Local (requiring non-commutable train or air travel)
 - iv. \$200 – Admission session (for final Admissions Committee)
 - v. \$300 – Preliminary Admissions (for home test reviews)
 - vi. \$1000 per semester for serving on faculty committees.
 - vii. Installing/Curator End of Year Show – \$1500
 - viii. Foundation Semester Review Meetings - \$200

- ix. Travel Expenses/Staying Overnight – \$250/night
- x. Flights or other modes of transportation scheduled by Cooper Union for bargaining unit members shall be scheduled to eliminate or minimize layovers and overnight stays based upon the preference of the faculty member.
- i. Effective September 1, 2014, Cooper Union will pay \$50/hour for approved or elected committee work by adjunct faculty in the School of Engineering and the Faculty of Humanities and Social Sciences. For the 2014-2015 academic year, retroactive payments shall be capped at a total of 20 hours collectively for the bargaining unit.
- j. The parties shall continue negotiations to determine the rate for non-credit bearing classes. Prior to any agreement being reached in the collective bargaining agreement, Cooper Union shall notify CUOP of any assignments by CUOP bargaining unit members to teach non-credit bearing classes and shall negotiate the rate of pay for such classes before the start of the class.
- k. All retroactive payments to be paid on or before July 31, 2015.

8. **Article XV**

Change the 1st sentence 2nd paragraph of XV E to read: “Adjunct faculty who are in Tier 2 or above as described in XV (A) 4 above shall be eligible for a multi-year appointment. Any request for greater than a two year appointment shall be considered for a two year appointment if the greater term is denied.”

Insert Multi-Year Appointments as F.

- 1. A minimum of 15% of the adjunct faculty in Tier 2 or above at each of the Engineering and Architecture Schools and the Faculty of Humanities and Social Science shall be on a minimum of a two (2) year appointment.
- 2. The Art School shall maintain its current practice with respect to the use of multi-year appointments.

9. **Article XV, Section A, Paragraph 3** – Replace with the following:

In the event that an adjunct faculty member does not teach at Cooper Union for three or more consecutive semesters, the faculty member may be compensated as a new hire upon

return to the Cooper Union, unless such absence was the result of Cooper Union not offering the classes that the adjunct teaches for either (a) three consecutive semesters or (b) two out of four semesters. Semesters on approved fellowship, residency or other similar opportunity shall not be considered for purposes of this provision.

10. Fellowships

Adjunct faculty members with a two (2) or three (3) year appointment may, with appropriate notice to the applicable Dean, decline work offered by Cooper Union during the period of the appointment in the event that the faculty member is offered a fellowship, residency or other similar opportunity without any impact on the remaining term of the appointment. The acceptance of a fellowship under this provision does not extend the appointment of an adjunct faculty member unless mutually agreed by the Dean and the faculty member.

11. Health Benefits

- a. See Attached Agreement re Visiting Professors I/II and Post-Doctoral Fellows.
- b. The parties agree to establish a Health Benefits Committee during the term of the collective bargaining agreement. This committee will meet on a regular basis to review the current Cooper Union Medical Plans and negotiate in good-faith over modifications to the terms of these plans. It is understood that members of other bargaining units covered by the Cooper Union Medical Plans may participate in this process as a joint negotiation.

12. Access to Technology

Part-time faculty members shall be provided access to software programs Cooper Union requires for the classes they are teaching.

13. Over-Enrolled Sections

In the event that a section of a course with multiple sections has enrollment in excess of the course caps specified in the course catalog, Cooper Union will make its best efforts to distribute the excess among the available sections. At the faculty member's request, the dean of the school or faculty shall meet with the CUOP member to discuss any impact that the increased class size may have on the CUOP member and determine adjustments that can be made in order to minimize such impact. Additionally, any class with over 30 students shall entitle the CUOP member to have a teaching assistant assigned to the class.

14. Professional Development Fund

- a. Starting in the 2015-2016 fiscal year, Cooper Union will establish an Adjunct Faculty Professional Development Fund.

- b. The Fund will have a minimum of \$10,000 per academic year, with each School and the Faculty of Humanities & Social Sciences receiving a minimum allocation of \$2,000 each. All funds will be allocated at the start of each fiscal year based on relative use of adjunct faculty by each School and the Faculty of Humanities & Social Sciences.
- c. Professional development funds may be used for conference fees, attendance at symposia and similar programs and exhibitions, and travel to and from conferences and other programs and exhibitions in the field.
- d. Adjunct faculty may apply for professional development funds to the applicable Dean at three time periods in the July 1 through June 30 fiscal year:

Request Date	Response
October 30	November 30
February 15	March 15
June 1	June 30

Bargaining unit members may make a request during any of the above time periods for funds to be used at any time during the fiscal year.

- e. The annually allocated funds for each School and Faculty shall be equally divided among the three request periods. Any remaining funds at the end of the fiscal year in a particular School or Faculty, shall be equitably distributed amongst the prior applicants in that School or Faculty for that fiscal year for appropriate unreimbursed expenses.
- f. Requests for funding shall be granted at the discretion of the Dean, taking into consideration the needs of the School or Faculty of Humanities & Social Sciences, the applicants' seniority, prior requests made, prior requests granted, and, where possible, providing opportunities for a wide range of adjunct members to use the development funds.
- g. Proportional faculty members shall continue to be eligible for Dean's Discretionary funds.
- h. The procedural terms (but not the economic terms) of this provision shall be subject to a reopener at the end of the 2015-2016 academic year at the request of either party.

15. Notice of Cancellation

In the event Cooper Union cancels a class taught by an adjunct faculty member for low enrollment, such cancellation shall occur and notice will be provided promptly after the conclusion of the add-drop period for the semester.

16. Temporary Administrative Positions

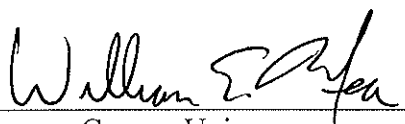
The CUOP shall be given notice of any decision by Cooper Union to place a CUOP bargaining unit member on a temporary administrative appointment, with such notice to include the terms and condition of such appointment.

17. Matters Not Covered

- a. Add new paragraph: "In the event that Cooper Union decides to create a new position for a current bargaining unit member or add new duties to a current bargaining unit member's position, it shall notify the president of CUOP within 10 days of the decision. CUOP shall be given the opportunity to discuss the new position or duties with the member(s) prior to Cooper meeting with the member regarding such. Further the parties shall commence negotiations regarding the position or duties as soon after the decision to create the position or duties as possible."
- b. Add after the first sentence of Article XVII – "Such negotiations shall commence promptly upon request by either party and no later than thirty (30) days after Cooper Union has informed the Union of the new matter to be addressed."
- c. Also add a new paragraph to Article XVII – "All modifications to this agreement or any side letter of any kind with the Union must be executed by the Union President and President of Cooper Union or his designee with responsibility for labor relations."



 CUOP



 Cooper Union

 6/18/2015

 Date

Date 7/22/2015

MEMORANDUM OF AGREEMENT

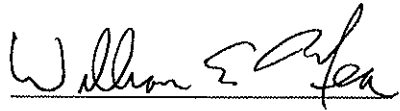
This AGREEMENT is made between THE COOPER UNION FOR THE ADVANCEMENT OF SCIENCE AND ART ("Cooper Union") and the COOPER UNION ORGANIZATION OF PART TIMERS, NYSUT, AFT, AFL-CIO ("CUOP"), and it is hereby agreed as follows:

1. Effective with this MOA, there shall be two categories of Visiting Professors and Artists:
 - a. "Visiting Professor I" will consist of those traditional Visiting Professors and Artists originally envisioned by Article XV, Paragraph C of the Agreement between Cooper Union and CUOP (e.g., they may hold full-time employment elsewhere, they receive a limited appointment at Cooper Union of no more than three years, and teach no more than two courses per semester).
 - b. "Visiting Professor II" is a new category of visiting faculty that includes both Visiting Professors and Post-Doctoral Fellows. These positions are limited to no more than three years, they require that appointees teach up to two courses per semester, and accomplish significant research or other similar non-teaching work in accordance with the terms of their appointment letters.
2. Both Visiting Professor I and II are CUOP bargaining unit positions for all purposes, and may be engaged in any School or Faculty at the Cooper Union. This agreed upon modification to the scope of the CUOP is made prospectively only, will have no retroactive effect of any kind, and shall not be used as a basis for a claim of relief of any kind for any action taken prior to the commencement of the Spring 2015 semester.
3. The Cooper Union agrees to withdraw its proposal to eliminate the Adjunct Health Care Assistance Fund for the parties' current negotiations, and agrees that it will increase the total annual amount of the Fund to \$15,000 upon the execution of this Memorandum of Agreement.
4. Terms other than salary increases and health insurance provided in the collective bargaining agreement between Cooper Union and CUOP shall continue for all Visiting Professors. However, effective with the Spring 2015 semester, Visiting Professor II's only will be eligible to receive health insurance coverage in the same manner as proportional employees for their limited term of employment.

These provisions will be incorporated into the parties' next collective bargaining agreement.

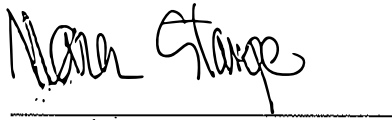
Signed by the parties on the 22nd day of July 2015.

For the Cooper Union:

A handwritten signature in cursive script, appearing to read "William E. Mea", written over a horizontal line.

William E. Mea, Vice President for Finance & Administration

For the CUOP:

A handwritten signature in cursive script, appearing to read "Maren Stange", written over a horizontal line.

Maren Stange, President