MINUTES OF THE SPECIAL MEETING OF THE BOARD OF TRUSTEES OF THE CITY UNIVERSITY OF NEW YORK

HELD

AUGUST 6, 1979

AT THE BOARD HEADQUARTERS BUILDING
535 EAST 80 STREET - BOROUGH OF MANHATTAN

The Chair called the meeting to order at 4:59 P.M.

There were present:

Harold M. Jacobs, Chair
Patricia Carry Stewart, Vice Chair

Walter H. Crowley
Armand D’Angelo
Edith B. Everett
Gurston D. Goldin
Ann M. Burton, ex officio

Albert V. Maniscalco
Joaquín Rivera
David Z. Robinson
Stuart Scheftel
Edward A. Roberts, ex officio

Martin J. Warmbrand, Secretary of the Board
Paula Levitt, Acting General Counsel

Chancellor Robert J. Kibbee
President Roscoe C. Brown, Jr.
President Saul B. Cohen
President Leon M. Goldstein
President Robert E. Marshak
President Harold M. Proshansky

President Joseph Shenker
President Joshua L. Smith
President Edmond Volpe
Deputy Chancellor Egon Brenner
Vice Chancellor Richard M. Catalano
Vice Chancellor Dolores Cross

The absence of Ms. Conway, Ms. Maynard and Dr. Piore was excused.
Upon motion duly made, seconded and carried, the following resolution was adopted:

A. RATIFICATION OF PREVIOUS BOARD ACTIONS: RESOLVED, That the Board of Trustees of The City University of New York hereby ratifies, approves, and confirms all the bylaws, resolutions heretofore adopted, and other formal actions heretofore taken by the Board of Higher Education and, until further notice, hereby continues all policies of the Board of Higher Education presently in effect.

EXPLANATION: Chapter 305 of the Laws of 1979 changed the name of the corporate entity Board of Higher Education to The City University of New York. (Section 6203, Education Law). The governing body of the new corporate entity is the Board of Trustees. (Section 6204, Education Law). The resolution assures the continued legal validity of past Board of Higher Education actions.

Upon motions duly made, seconded and carried, the following resolutions were adopted or action was taken as noted: (Calendar Nos. 1 through 9).

NO. 1. UNIVERSITY REPORT: RESOLVED, That the University Report for Summer 1979 be approved, as amended as follows:

(a) Add the following two items:

(1) Item CIV 1.4 Central Office - Appointment of Custodian and Depository for the Fiscal Year 1979-80: RESOLVED, That the Irving Trust Company be continued as custodian and depository of all stocks, bonds, mortgages, and other securities and evidence of indebtedness belonging to The City University of New York for the period July 1, 1979 through June 30, 1980.

EXPLANATION: This resolution will authorize Trusts and Gifts expenditures for investment custodial services.

(2) Item CIV 5.1 Queens College - Credit Card Contracts: RESOLVED, That the Board on behalf of Queens College authorize two agreements with Chemical Bank (VISA and Master Charge) pursuant to which, at no cost to the College, students will be permitted to pay their tuition, fees, and other charges owed to the College through the use of VISA, Bank Americard or Master Charge credit cards, the agreements to be subject to approval as to form by the General Counsel.

EXPLANATION: The Chemical Bank mini branch at the College campus has offered to provide this accommodation to our students at no charge to the College. Under the Agreements, the College will be required to follow specified control and verification procedures before allowing the registration to be charged on the card. The College will receive a credit to its accounts at Chemical generally within three days after a charge, accompanied by the proper reports, is deposited with the Bank. The risk of default is assumed by the Bank once the Bank has accepted the charge from the College. The College may, however, be held responsible for any student's claim that the College has breached its responsibility to the student arising out of the payment of tuition, fees and other charges.

(b) Item AA.1, Waiver of Section 13.1 of the Bylaws: Withdraw bylaw waiver for an extension of special leave of absence of Asst. Prof. Melvin Kornfeld, Dept. of Foreign Languages, York College, and substitute waiver of Section 13.1.b of the bylaws for the resignation of Asst. Prof. Kornfeld effective 8/31/79.

(c) Items Listed in PART E - ERRATA, to be withdrawn or changed as indicated.

EXPLANATION: The University Report consists of annual instructional appointments at a salary of $15,000 and above and other resolutions of a non-policy nature which require approval by the Board of Trustees.

With respect to Item Al 14.1 Reorganization of Departments at Kingsborough Community College, the Chancellor stated that the resolution authorized the department reorganization and that matters of faculty seniority rights and tenure are confirmed by law. Any errors in this latter connection can be corrected after study.
NO. 2. CHANCELLOR'S REPORT: RESOLVED, That the Chancellor's Report for Summer 1979 be approved, as amended as follows:

(a) Items listed in PART E - ERRATA, to be withdrawn or changed as indicated.

EXPLANATION: The Chancellor's Report consists of standard resolutions and actions of a non-policy nature which require approval by the Board of Trustees.

NO. 3. APPROVAL OF MINUTES: RESOLVED, That the minutes of the special meeting of the Board of Higher Education of June 18, 1979 and of the Board of Higher Education meeting of June 25, 1979 be approved as circulated.

NO. 4. NEW YORK CITY COMMUNITY COLLEGE - CONVERSION OF FREIGHT ELEVATOR:
RESOLVED, That the Board of Trustees of The City University of New York approve the Contract Document and specifications and authorize the New York City Community College to advertise for, receive and open bids and award contract to the lowest responsible bidder for the conversion of an existing manually operated Freight Elevator to one with automatic push button control located in the 186 Jay Street Building of New York City Community College, Brooklyn, New York, at an estimated cost of $100,000 chargeable to Capital Project HN 233; and be it further

RESOLVED, That the Director of Management and Budget be requested to approve said document and expenditure.

EXPLANATION: This contract is for conversion of an elevator provided for in Capital Project HN 233, Project NY 917-978.

The 186 Jay Street Building has 9 floor levels, with a total occupancy well in excess of 1600 students, faculty and staff, all of whom depend heavily on the vertical transportation for the building, resulting in congestion at all floor levels during class changes and delays in starting instruction for each instructional period. Often, handicapped students are forced to wait long periods before space for them can be found on the existing elevators.

The contract provides for alteration to an existing freight elevator within the building, which currently is not able to serve passengers, to passenger/service use by installing automatic elevator doors and automatic elevator controls on this elevator and the floor landings it serves.

At Mr. D'Angelo's suggestion, it was agreed that Mr. Farley and the Committee on Facilities Planning and Management would review the possible conversion of other existing manually operated elevators.

NO. 5. LAGUARDIA COMMUNITY COLLEGE - PHASE III RENOVATION WORK: RESOLVED, That the Board of Trustees of The City University of New York approve the final contract documents as prepared by Stephen Lepp Associates, P.C., Architects, 40 West 24th Street, New York, N. Y. 10010 and authorize the Office of Facilities Planning and Management to advertise, receive bids and award contracts to the lowest responsible bidders for Phase III renovation work at LaGuardia Community College at an estimated cost of $2,500,000, chargeable to City Capital Budget Project No. HN-240; and be it further

RESOLVED, That the Board of Trustees of The City University of New York approve a service contract with Stephen Lepp Associates, P.C. Architects, 40 West 24th Street, New York, N. Y. 10010 for bidding and construction phase services and related work relative to Phase III construction at LaGuardia Community College at a fee not to exceed $100,250., chargeable to City Capital Budget Project No. HN-238; and be it further

RESOLVED, That the Director of Management and Budget be requested to approve said construction contract documents and cost estimate of $2,500,000, chargeable to Capital Project No. HN-240, and the aforesaid service contract in the amount of $100,250, chargeable to Capital Project No. HN-238; and be it further
RESOLVED, That the Board of Estimate be and is hereby requested to approve the indicated service contract with Stephen Lepp Associates, P.C., Architects.

EXPLANATION: On October 26, 1971, Cal. No. 4(a) the Board approved a service contract for Stephen Lepp Associates, P.C., Architects (then known as Gueron, Lepp Associates, Architects) for preparation of contract documents, checking of shop drawings and supervision of construction for the LaGuardia Community College, Phase II alteration at the former Ford Instrument Building at 31-10 Thomson Avenue, Long Island City, Borough of Queens. This work included a major renovation and upgrading of the former industrial facility together with a gymnasium addition.

Subsequently, in 1972, the New York State Dormitory Authority was empowered to provide and finance facilities for CUNY Community College facilities.

On February 25, 1974, Cal. No. 2(k), the Board approved the contract drawings, specifications and cost estimate prepared by the aforesaid firm and authorized the Dormitory Authority of the State of New York to invite bids and award contracts for construction. The Authority received construction bids for the project which were in excess of the budget, and renovation work on the 2nd, 3rd and 4th floors was deleted from the construction work which has now been completed. In the 1979-80 City and State Capital Budgets, funds have been provided for completion of the deleted work now known as Phase III, at a cost of $2,500,000.

In addition to approving plans for the Phase III construction, this resolution will authorize the continued retention of Stephen Lepp Associates to perform minor modifications and coordination work to the contract documents they originally prepared, as well as to provide bidding and construction phase services necessary for completion of the project.

NO. 6. CUNY OFFICE OF FACILITIES PLANNING AND MANAGEMENT: RESOLVED, That the resolution adopted by the Board on June 25, 1979, Calendar Number 7.B. be amended as follows:

RESOLVED, That the Board approves a lease for approximately 10,600 square feet of space at 1555 Third Avenue, Borough of Manhattan for use by the CUNY Office of Facilities Planning and Management, Department of Technical and Operational Services; and be it further

RESOLVED, That the Board authorize the Secretary of the Board of [Higher Education] Trustees of The City University of New York to execute the appropriate lease agreement after it has been approved by the General Counsel and Vice Chancellor for Legal Affairs.

EXPLANATION: The Department of Technical and Operational Services is currently housed in a rented facility at 430 East 80 Street. The lease for that building expired June 15, 1979. The building was not originally designed for an office occupancy and consequently the space utilization is rather inefficient. In addition the building has been poorly maintained by the landlord with general deterioration apparent and with frequent breakdowns of mechanical services.

[A ten year rental (with cancellation option) has been negotiated with the landlord of the new building at 1555 Third Avenue at an annual rental cost of $105,000. The lease may be cancelled by either party by giving twelve months written notice at any time after the fourth year and upon a declining penalty payment initially at $115,000 which amount decreases to zero over the balance of the lease term.]

A five-year lease from date of occupancy has been negotiated with the landlord of the new building at 1555 Third Avenue at an annual rental cost of $105,000.

Landlord, at his expense, will design and finish the space to The [Board of Higher Education’s] City University of New York’s specifications. Landlord will provide heat, hot and cold water, air conditioning and elevator service. Landlord will also provide cleaning for the public areas including the toilets. Tenant will pay for electricity directly to the public utility company and will provide its own cleaning. Tenant will be responsible for [real estate tax escalations as well as building operation expense escalation.] porter’s wage escalation as specified in lease document to compensate landlord for his increased fuel and operating expenses. This escalation will not exceed a maximum of $10,500.
The indicated changes in the proposed agreement resulted from further negotiations on refinement of details of the actual lease agreement, subsequent to the Board's approval on June 25. The changes provide a somewhat more favorable arrangement for the University than initially provided.

NOTE: Matter in brackets to be deleted; matter underlined is new.

NO. 7. LEHMAN COLLEGE - STUDENT CENTER BUILDING: RESOLVED, That the Board of Trustees of The City University of New York approves the architectural plans and specifications, as prepared by consulting architects Milowitz-Kurth Associated Architects, P.C., for the construction of a Student Center Building at Herbert H. Lehman College, and that the Board accepts title to and possession of said documents, as transferred to the Board by the Herbert H. Lehman College Association, Inc., for the purpose of the construction of a Student Center Building, to be owned by the Board, on the campus of Lehman College; and be it further

RESOLVED, That the Board authorizes that a contract be entered into between the Board and architectural consultants Milowitz-Kurth Associated Architects, P.C., at a fee of $15,000 for the supervision and administration of the contracts for the construction of the Lehman College Student Center; and be it further

RESOLVED, That the Board authorizes the Business Manager of Herbert H. Lehman College to advertise for, receive and open bids, and award all necessary construction contracts to the lowest responsible bidders for the construction of a Student Center Building at Lehman College.

EXPLANATION: At its September 25, 1978 meeting (Cal. No. B.A.) the Board of Higher Education accepted the transfer of up to one-million three-hundred thousand dollars ($1,300,000) from the Herbert H. Lehman College Association, Inc., to be utilized for the construction of a Student Center Building on the campus of Lehman College. These resolutions make operational the September 25, 1978 resolution and implement the actual construction phase of the building.

NO. 8. THE CITY COLLEGE - THE CITY COLLEGE INSTITUTE FOR APPLIED CHEMICAL PHYSICS: RESOLVED, That there be established at The City College an Institute for Applied Chemical Physics.

EXPLANATION: The purpose of the Institute is to scientifically exploit the basic methods of physics in their application to a wide range of problems of chemical physics and engineering such as the theory of kinetics of chemical reactions, fluid mechanics and transport processes, and interfacial phenomena. The Institute will have under its aegis both theoretical and experimental work. Funding for the Institute will be sought from both public and private sources.

The Institute will function under a charter and governance plan approved by the Chancellor.

At this point Mr. Roberts joined the meeting.

NO. 9. COMMITTEE ON CENTRAL ADMINISTRATION: RESOLVED, That the following items be adopted or action taken as noted:

A. AGREEMENTS BETWEEN THE CITY UNIVERSITY OF NEW YORK AND THE RESEARCH FOUNDATION:

RESOLVED, That agreements between The City University of New York and the Research Foundation of The City University of New York for the fiscal years 1978-79 and 1979-80 be approved as follows:
AGREEMENT BETWEEN THE CITY UNIVERSITY OF NEW YORK AND THE RESEARCH FOUNDATION - FISCAL YEAR 1978 - 1979

PART A. ADMINISTRATION OF SPONSORED PROGRAMS

Funds for Sponsored Programs

1. The Foundation, as a non-profit educational corporation, shall assist the University in the procurement, use and disposition of funds from the federal government and other authorized sources to support such sponsored programs at the University as the University and its colleges shall request. Sponsored programs shall be deemed to be those for which funds are made available for a specified purpose or objective, for which the sponsor usually requires periodic fiscal and programmatic reports, imposes time limitations for the use of such funds and ordinarily provides for the reversion of unused funds to the sponsor.

Applications to Sponsors

2. Grant applications shall name the Foundation and the college concerned as joint grantees. Each application shall be signed by a designated official of the Foundation and the College. Applications may be solely in the Foundation’s own name, upon the request of the University or a college, if appropriate to the particular sponsor or the circumstances involved. The Research Foundation may act as grantee institution for a consortium of CUNY colleges or a consortium involving CUNY units and other colleges at the request of the participating colleges. No application shall be made by the Foundation on behalf of a college or award accepted by it without approval of the designated college administrative official.

Utilization of Facilities and Services

3. The college or University’s approval of an application or of the Foundation’s acceptance of an award shall be deemed to constitute consent by the University and the college to the utilization of University and college facilities and services by the Foundation, the project director and the project staff for the conduct of the sponsored program as described in the award and any approved modifications or extensions thereof.

Foundation Responsibilities

4. All funds awarded by sponsors in support of such sponsored programs shall be paid to and administered by the Foundation, in accordance with the terms and conditions of the grants and contracts and any approved modifications or extensions thereof. The Foundation’s functions with regard to the management of such funds shall include its employment of personnel necessary for the conduct of the programs, who shall be deemed to be employees of the Foundation and not of the University, its purchase of necessary equipment and supplies, its receipt and disbursement of funds for other approved purposes in connection with such programs, such as travel, rentals, communications, and computer services and the maintenance of appropriate reserve funds. The Foundation shall also provide administrative functions, including controlling and accounting for expenditures, preparing periodic reports for project directors and funding agencies, conducting internal audits, providing banking services and managing cash flow and investments. The Foundation shall monitor all expenditures for availability of funds for compliance with Foundation policies and for compliance with sponsor requirements, and shall maintain auditable accounts and render periodic expenditure reports. However, the conduct of the sponsored program, including the professional and technical decisions as to personnel and the selection of the particular items of equipment and supplies to be purchased, but not their method of acquisition, shall be within the exclusive province of the project director, consistent with the budgetary and other standards or restrictions imposed by the sponsor, the University, the college or the Foundation. The administrative officers of the Foundation shall, from time to time, with the cooperation and advice of the administrative officers of the University, implement this agreement by developing specific procedures and criteria for the Foundation’s management and administration of such sponsored program funds. The foundation will be responsible for providing its own office space and associated facility support services.

Foundation Policies

5. The Foundation shall establish policies, procedures and controls governing all Foundation expenditures, including purchasing, travel, personnel and equipment, and for such other matters as are related to the proper performance of projects or are required by governmental regulation or sponsor requirements.
College and University Responsibilities

6. Each college will have primary and initial responsibility for informational and supportive services to faculty, including identification of grant opportunities, advice and assistance on proposals, review of proposals, determination of cost sharing, furnishing facilities, determining obligations for continuing and supplementary support by the college, and determining released time arrangements. The college will comply with sponsor requirements, University policy and applicable governmental laws and regulations, and will expedite the processing of applications. The college will also see that the principal investigator carried out a sponsored project in compliance with the terms of the award, University policy, and city and state requirements. Where a grantor places expenditure ceilings or other limitations upon a grant subsequent to the award, the college will decide what changes in the budget shall be made to conform to these limitations. It will be the responsibility of the college to furnish staff sufficient in number and competence to carry out functions as described above.

7. The Foundation and colleges shall attempt to obtain from sponsors the maximum possible reimbursement for indirect costs and for faculty released time. The authorized indirect cost rate, as negotiated with federal agencies, shall normally be used. A responsible official, designated by the college president, must approve any application where reimbursement for indirect costs is lower than the authorized rate unless the funding agency’s maximum (previously approved by the Research Foundation for University-wide use) is used. A similar waiver must be signed if there is to be less than full reimbursement for faculty time. The Foundation, with the assistance of the colleges and University, will develop data for, and negotiate, the indirect cost rates and such other rates as are required from funding agencies. Costs attributable to facilities or services provided by the University, such as administrative services, building space, utilities, janitorial services, libraries, etc. shall be deemed to be costs of the Foundation for the purpose of obtaining reimbursement of such costs from sponsors. The University shall share overhead and excess released time recoveries in accordance with a formula to be established by mutual agreement giving effect to both the necessity to provide adequate funds to support the operations of the Foundation and the desirability of maximizing the funds made available to the colleges to stimulate and support research and other educationally related activities. The Foundation shall establish and maintain separate accounts for each college accumulating overhead and released time recoveries, crediting such recoveries against the allocated charge to the college for reimbursing the city and state and the Foundation for respective administrative expenses, and making appropriate disbursements for remaining balances for stimulation of research, training and service activities on the local campuses. These disbursements will be made when approved by an authorized college official in agreed upon categories.

Faculty Research Program

8. The Foundation will administer the PSC-BHE Faculty Research Program in accordance with the provisions of the collective negotiating agreement between the Board of Higher Education and the Professional Staff Congress. The Foundation will provide staff support to the University Committee on Faculty Research. The Foundation will maintain policies and procedures governing the award of funds, the rendering of guidance and assistance to review panels and the University Committee, the receipt, recording and processing of applications, notification of applicants of award decisions, establishment of separate accounts for each award, administration of awards (processing payments, etc.) and compilation of necessary reports. Pursuant to decisions of the University Committee on Faculty Research, the Foundation will prepare and issue guidelines and conduct necessary correspondence.

PART 8. PLAN OF EXPENDITURES

Foundation’s Plans for 1978-1979 Fiscal Year

9. For the Foundation’s 1978-79 fiscal year, covering the period from July 1, 1978 to June 30, 1979 respectively, the Foundation shall submit to the University, as a component of the total sponsored funds program of the University, a plan approved by the Foundation which shall set forth an estimate of the funds to be awarded by sponsors with an identification of the Foundation’s income from the recovery of indirect costs and miscellaneous revenues, including, if applicable, net released time funds, and its expenditures thereof for each category covering: (a) the current fiscal year, showing approved expenditure levels (including approved changes) and estimated income and expenditures through the end of such period; (b) the prior fiscal year, showing actual income and expenditure for such period; and (c) the next ensuing fiscal year showing estimated income and proposed expenditures for such period. The 1978-79 plan shall be submitted to the University by June 1, 1978. Such plan shall be subject to the approval of the University, and to the further approval of the State Director of the Budget. The Foundation shall conform to categories of expenditure and expenditure levels as set forth in its approved plan, unless otherwise approved in advance by the Foundation and the University, subject to the further approval of the State Director of the Budget.
Categories of Expenditures

10. The categories of expenditures identified in the plan to be made by the Foundation, the colleges, or the University from indirect cost recoveries and miscellaneous income including, if applicable, net released time funds, shall be limited to (1) those approved in the plan or (2) those otherwise approved in advance by the Foundation, the University, and the State Director of the Budget. The plan shall include as a category or expenditure from such funds the direct payment by the Foundation into the University income fund, in accordance with that part of Chapter 53 of the Laws of 1977 ("Local Assistance Budget") entitled "City of New York-City University," of the sum of $600,000. The plan shall also provide for adequate working capital and appropriate reserve funds.

Filing of Copies of Plan

11. Copies of the approved plan shall be filed by the University with the Chairman of the Senate Finance Committee and the Chairman of the Assembly Ways and Means Committee.

Quarterly Reports

12. Within thirty days after the end of each quarter of the Foundation’s fiscal year the Foundation shall submit to the University a report of income and expenditures relating to the fiscal year in progress. Such report shall indicate the approved expenditure level for each category pursuant to the plan (including approved changes) as well as the cumulative income and expenditure figures through the end of the reporting quarter and the projected income and expenditure figures for the remainder of such fiscal period. The University shall transmit a copy of each such report to the State Director of the Budget.

PART C. GENERAL PROVISIONS

Audits

13. The Foundation shall cause an annual audit of its operations to be made by a firm of independent certified public accountants and shall furnish the University with a complete copy of each audit report upon the Foundation’s receipt thereof. It shall also furnish the University with two additional copies for transmittal by it to the State Comptroller and the State Director of the Budget. The Foundation also agrees that its financial standing and operations shall be subject to periodic post-audit by the State Comptroller.

Other Services

14. The Foundation shall provide such additional services, consistent with its corporate charter and this agreement as may be reasonably requested by the University or a college.

Public Liability Insurance

15. The Foundation shall maintain a policy of public liability insurance with minimum limits of $500,000/$1,000,000 for bodily injury and $50,000 for property damage, designating the Foundation, and the University as named insureds, covering the activities of the Foundation under this agreement including, without limitation, any such liability arising out of the conduct of sponsored programs administered by the Foundation at University facilities pursuant to this agreement.

Approvals

16. This agreement shall not become effective or binding on either party unless and until the requisite approvals of the State Director of the Budget and State Comptroller, have been obtained. Copies of the executed and approved agreement shall be filed with the Senate Finance Committee and Assembly Ways and Means Committee.

Notices

17. All notices to either party hereunder shall be in writing, signed by the party giving it and shall be served either personally or by registered or certified mail to the Board, at the Office of General Counsel, 535 East 80th Street, New York, New York 10021, and to the Research Foundation at 505 Park Avenue, New York, N. Y. 10022, or to such other addresses as either party may hereafter designate by written notice to the other. All notices shall become effective only when received by the addressee.
Provisions Required by Laws

18. The parties hereby incorporate as an integral part of this agreement the provisions required by law which are contained in Exhibit A attached hereto and made a part hereof, with the same force and effect as though set forth here in full; the term “contractor,” as used therein, shall be deemed to refer to the Foundation.

Duration

19. This agreement shall be in effect from July 1, 1978 through June 30, 1979.

20. Upon taking effect this agreement shall supersede and terminate the agreement between the parties effective July 1, 1972, except the provisions therein relating to the administration of the Faculty Research Award Program provided for in the collective negotiating agreement between the Board of Higher Education and the Professional Staff Congress as to which it shall remain in full force and effect.

APPENDIX “A”

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Board.

II. This contract shall be deemed executory only to the extent of money available to the Board for the performance of the terms hereof and no liability on account thereof shall be incurred by the Board beyond moneys available for the purpose thereof.

III. Upon the refusal of a person, when called before a grand jury, governmental department, commission, agency or any other body which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation or to answer any relevant questions concerning any transaction or contract entered into with the state, or any political subdivision thereof, or a public authority of with any public department, agency or official of the State or a political subdivision thereof, when immunity has been granted to the witness against subsequent use of such testimony, or any evidence derived therefrom, in any subsequent criminal proceeding, (1) Such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five years after such refusal from submitting bids for or entering into or obtaining any contracts, leases, permits or licenses with the Board of Higher Education, or submitting bids for entering into or obtaining any contracts, leases or licenses which will be paid out of any monies under the control of or collected by the Board; and

(2) any and all such existing contracts, leases, permits or licenses made with or obtained by any such person or firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City or the contracting agency without incurring any penalty or damages on account of such cancellation or termination, but any monies owing for goods delivered, work done, or rentals, permit or license fees due, prior to the cancellation or termination, shall be paid.

IV. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or re-training, including apprenticeship and on-the-job training.
b. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor’s agreement under clauses (a) through (g) (hereinafter called “non-discrimination clauses”). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will affirmatively cooperate within the limits of its legal or contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it failed to furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

c. The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State’s laws against discrimination as the State Commission for Human Rights shall determine.

d. The contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

e. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

V. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this contract.

VI. This agreement shall be void and of no effect unless the contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workmen’s Compensation Law of the State of New York.

VII. The relationship of the contractor to the Board is that of an independent contractor, and said contractor, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Board by reason thereof, and that it will not, by reason thereof, make any claim, demand or application to or privilege applicable to an officer or employee of the Board, including, but not limited to workmen’s compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

PART A. ADMINISTRATION OF SPONSORED PROGRAMS

Funds for Sponsored Programs

1. The Foundation, as a non-profit educational corporation, shall assist the University in the procurement, use and disposition of funds from the federal government and other authorized sources to support such sponsored programs at the University as the University and its colleges shall request. Sponsored programs shall be deemed to be those for which funds are made available for a specified purpose or objective, for which the sponsor usually requires periodic fiscal and programmatic reports, imposes time limitations for the use of such funds and ordinarily provides for the reversion of unused funds to the sponsor.

Applications to Sponsors

2. Grant applications shall name the Foundation and the college concerned as joint grantees. Each application shall be signed by a designated official of the Foundation and the College. Applications may be solely in the Foundation’s own name, upon the request of the University or a college, if appropriate to the particular sponsor or the circumstances involved. The Research Foundation may act as grantee institution for a consortium of CUNY colleges or a consortium involving CUNY units and other colleges at the request of the participating colleges. No application shall be made by the Foundation on behalf of a college or award accepted by it without approval of the designated college administrative official.

Utilization of Facilities and Services

3. The college or University’s approval of an application or of the Foundation’s acceptance of an award shall be deemed to constitute consent by the University and the college to the utilization of University and college facilities and services by the Foundation, the project director and the project staff for the conduct of the sponsored program as described in the award and any approved modifications or extensions thereof.

Foundation Responsibilities

4. All funds awarded by sponsors in support of such sponsored programs shall be paid to and administered by the Foundation, in accordance with the terms and conditions of the grants and contracts and any approved modifications or extensions thereof. The Foundation’s functions with regard to the management of such funds shall include its employment of personnel necessary for the conduct of the programs, who shall be deemed to be employees of the Foundation and not of the University, its purchase of necessary equipment and supplies, its receipt and disbursement of funds for other approved purposes in connection with such programs, such as travel, rentals, communications, and computer services and the maintenance of appropriate reserve funds. The Foundation shall also provide administrative functions, including controlling and accounting for expenditures, preparing periodic reports for project directors and funding agencies, conducting internal audits, providing banking services and managing cash flow and investments. The Foundation shall monitor all expenditures for availability of funds for compliance with Foundation policies and for compliance with sponsor requirements, and shall maintain auditable accounts and render periodic expenditure reports. However, the conduct of the sponsored program, including the professional and technical decisions as to personnel and the selection of the particular items of equipment and supplies to be purchased, but not their method of acquisition, shall be within the exclusive province of the project director, consistent with the budgetary and other standards or restrictions imposed by the sponsor, the University, the college or the Foundation. The administrative officers of the Foundation shall, from time to time, with the cooperation and advice of the administrative officers of the University, implement this agreement by developing specific procedures and criteria for the Foundation’s management and administration of such sponsored program funds. The foundation will be responsible for providing its own office space and associated facility support services.

Foundation Policies

5. The Foundation shall establish policies, procedures and controls governing all Foundation expenditures, including purchasing, travel, personnel and equipment, and for such other matters as are related to the proper performance of projects or are required by governmental regulation or sponsor requirements.
College and University Responsibilities

6. Each college will have primary and initial responsibility for informational and supportive services to faculty, including identification of grant opportunities, advice and assistance on proposals, review of proposals, determination of cost sharing, furnishing facilities, determining obligations for continuing and supplementary support by the college, and determining released time arrangements. The college will comply with sponsor requirements, University policy and applicable governmental laws and regulations, and will expedite the processing of applications. The college will also see that the principal investigator carried out a sponsored project in compliance with the terms of the award, University policy, and city and state requirements. Where a grantor places expenditure ceilings or other limitations upon a grant subsequent to the award, the college will decide what changes in the budget shall be made to conform to these limitations. It will be the responsibility of the college to furnish staff sufficient in number and competence to carry out functions as described above.

7. The Foundation and colleges shall attempt to obtain from sponsors the maximum possible reimbursement for indirect costs and for faculty released time. The authorized indirect cost rate, as negotiated with federal agencies, shall normally be used. A responsible official, designated by the college president, must approve any application where reimbursement for indirect costs is lower than the authorized rate unless the funding agency’s maximum (previously approved by the Research Foundation for University-wide use) is used. A similar waiver must be signed if there is to be less than full reimbursement for faculty time. The Foundation, with the assistance of the colleges and University, will develop data for, and negotiate, the indirect cost rates and such other rates as are required from funding agencies. Costs attributable to facilities or services provided by the University, such as administrative services, building space, utilities, janitorial services, libraries, etc. shall be deemed to be costs of the Foundation for the purpose of obtaining reimbursement of such costs from sponsors. The University shall share overhead and excess released time recoveries in accordance with a formula to be established by mutual agreement giving effect to both the necessity to provide adequate funds to support the operations of the Foundation and the desirability of maximizing the funds made available to the colleges to stimulate and support research and other educationally related activities. The Foundation shall establish and maintain separate accounts for each college accumulating overhead and released time recoveries, crediting such recoveries against the allocated charge to the college for reimbursing the city and state and the Foundation for respective administrative expenses, and making appropriate disbursements for remaining balances for stimulation of research, training and service activities on the local campuses. These disbursements will be made when approved by an authorized college official in agreed upon categories.

Faculty Research Program

8. The Foundation will administer the PSC-BHE Faculty Research Program in accordance with the provisions of the collective negotiating agreement between the Board of Higher Education and the Professional Staff Congress. The Foundation will provide staff support to the University Committee on Faculty Research. The Foundation will maintain policies and procedures governing the award of funds, the rendering of guidance and assistance to review panels and the University Committee, the receipt, recording and processing of applications, notification of applicants of award decisions, establishment of separate accounts for each award, administration of awards (processing payments, etc.) and compilation of necessary reports. Pursuant to decisions of the University Committee on Faculty Research, the Foundation will prepare and issue guidelines and conduct necessary correspondence.

PART B. PLAN OF EXPENDITURES

Foundation’s Plans for 1979-1980 Fiscal Year

9. For the Foundation’s 1979-80 fiscal year, covering the period from July 1, 1979 to June 30, 1980 respectively, the Foundation shall submit to the University, as a component of the total sponsored funds program of the University, a plan approved by the Foundation which shall set forth an estimate of the funds to be awarded by sponsors with an identification of the Foundation’s income from the recovery of indirect costs and miscellaneous revenues, including, if applicable, net released time funds, and its expenditures therefor for each category covering: (a) the current fiscal year, showing approved expenditure levels (including approved changes) and estimated income and expenditures through the end of such period; (b) the prior fiscal year, showing actual income and expenditure for such period; and (c) the next ensuing fiscal year showing estimated income and proposed expenditures for such period. The 1979-80 plan shall be submitted to the University by June 1, 1979. Such plan shall be subject to the approval of the University, and to the further approval of the State Director of the Budget. The Foundation shall conform to categories of expenditure and expenditure levels as set forth in its approved plan, unless otherwise approved in advance by the Foundation and the University, subject to the further approval of the State Director of the Budget.
Categories of Expenditures

10. The categories of expenditures identified in the plan to be made by the Foundation, the colleges, or the University from indirect cost recoveries and miscellaneous income including, if applicable, net released time funds, shall be limited to (1) those approved in the plan or (2) those otherwise approved in advance by the Foundation, the University, and the State Director of the Budget. The plan shall include as a category or expenditure from such funds the direct payment by the Foundation into the University income fund, in accordance with that part of Chapter 53 of the Laws of 1977 ("Local Assistance Budget") entitled "City of New York-City University," of the sum of $700,000. The plan shall also provide for adequate working capital and appropriate reserve funds.

Filing of Copies of Plan

11. Copies of the approved plan shall be filed by the University with the Chairman of the Senate Finance Committee and the Chairman of the Assembly Ways and Means Committee.

Quarterly Reports

12. Within thirty days after the end of each quarter of the Foundation's fiscal year the Foundation shall submit to the University a report of income and expenditures relating to the fiscal year in progress. Such report shall indicate the approved expenditure level for each category pursuant to the plan (including approved changes) as well as the cumulative income and expenditure figures through the end of the reporting quarter and the projected income and expenditure figures for the remainder of such fiscal period. The University shall transmit a copy of each such report to the State Director of the Budget.

PART C. GENERAL PROVISIONS

Audits

13. The Foundation shall cause an annual audit of its operations to be made by a firm of independent certified public accountants and shall furnish the University with a complete copy of each audit report upon the Foundation's receipt thereof. It shall also furnish the University with two additional copies for transmittal by it to the State Comptroller and the State Director of the Budget. The Foundation also agrees that its financial standing and operations shall be subject to periodic post-audit by the State Comptroller.

Other Services

14. The Foundation shall provide such additional services, consistent with its corporate charter and this agreement as may be reasonably requested by the University or a college.

Public Liability Insurance

15. The Foundation shall maintain a policy of public liability insurance with minimum limits of $500,000/$1,000,000 for bodily injury and $50,000 for property damage, designating the Foundation, and the University as named insureds, covering the activities of the Foundation under this agreement including, without limitation, any such liability arising out of the conduct of sponsored programs administered by the Foundation at University facilities pursuant to this agreement.

Approvals

16. This agreement shall not become effective or binding on either party unless and until the requisite approvals of the State Director of the Budget and State Comptroller, have been obtained. Copies of the executed and approved agreement shall be filed with the Senate Finance Committee and Assembly Ways and Means Committee.

Notices

17. All notices to either party hereunder shall be in writing, signed by the party giving it and shall be served either personally or by registered or certified mail to the Board, at the Office of General Counsel, 535 East 80th Street, New York, New York 10021, and to the Research Foundation at 1515 Broadway, New York, N. Y. 10036, or to such other addresses as either party may hereafter designate by written notice to the other. All notices shall become effective only when received by the addressee.
Provisions Required by Laws

18. The parties hereby incorporate as an integral part of this agreement the provisions required by law which are contained in Exhibit A attached hereto and made a part hereof, with the same force and effect as though set forth here in full; the term "contractor," as used therein, shall be deemed to refer to the Foundation.

Duration

19. This agreement shall be in effect from July 1, 1979 through June 30, 1980.

20. Upon taking effect this agreement shall supersede and terminate the agreement between the parties effective July 1, 1972, except the provisions therein relating to the administration of the Faculty Research Award Program provided for in the collective negotiating agreement between the Board of Higher Education and the Professional Staff Congress as to which it shall remain in full force and effect.

APPENDIX "A"

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the Board.

II. This contract shall be deemed executory only to the extent of money available to the Board for the performance of the terms hereof and no liability on account thereof shall be incurred by the Board beyond moneys available for the purpose thereof.

III. Upon the refusal of a person, when called before a grand jury, governmental department, commission, agency or any other body which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation or to answer any relevant questions concerning any transaction or contract entered into with the state, or any political subdivision thereof, or a public authority of with any public department, agency or official of the State or a political subdivision thereof, when immunity has been granted to the witness against subsequent use of such testimony, or any evidence derived therefrom, in any subsequent criminal proceeding,

(1) Such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five years after such refusal from submitting bids for or entering into or obtaining any contracts, leases, permits or licenses with The City University of New York; and submitting bids for entering into or obtaining any contracts, leases or licenses which will be paid out of any moneys under the control of or collected by the Board; and

(2) any and all such existing contracts, leases, permits or licenses made with or obtained by any such person or firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City or the contracting agency without incurring any penalty or damages on account of such cancellation or termination, but any monies owing for goods delivered, work done, or rentals, permit or license fees due, prior to the cancellation or termination, shall be paid.

IV. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited, to recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or re-training, including apprenticeship and on-the-job training.

b. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin and that such labor union or representative either will
affirmatively cooperate within the limits of its legal or contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it failed to furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

c. The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

d. The contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

e. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner for Human Rights that the contractor has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

V. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this contract.

VI. This agreement shall be void and of no effect unless the contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured by the provisions of the Workmen's Compensation Law of the State of New York.

VII. The relationship of the contractor to the Board is that of an independent contractor, and said contractor, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Board by reason thereof, and that it will not, by reason thereof, make any claim, demand or application to or privilege applicable to an officer or employee of the Board, including, but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
B. VOTING RIGHTS FOR CERTAIN LECTURERS WITH CERTIFICATE OF CONTINUOUS EMPLOYMENT - HUNTER COLLEGE:

RESOLVED, That Article 9, Sections 9.1b and 9.1e of Plan No. Two, of the Bylaws of this Board be waived to permit lecturers who hold a certificate of continuous employment in a department of the Schools of Social Work, Health Sciences or Nursing or in the Division of Programs in Education to vote in departmental matters in which persons having faculty rank are entitled to vote.

EXPLANATION: This resolution is limited to persons holding the Certificate of Continuous Employment in the professional schools of Hunter College, namely the School of Social Work, the School of Health Sciences, the School of Nursing and the Division of Programs in Education. In each of the above schools persons with the CCE play an important role, e.g. in clinical training and related matters, all of which are of particular importance to the education of students in these schools. In no way will this diminish the quality of the education given in these schools, nor will such title be used to perform the services of faculty in professorial lines. Because Lecturers with Certificates of Continuous Employment perform a substantial part of the work in the professional schools of Hunter College, namely the schools of Social Work, Health Sciences and Nursing and in the Division of Programs in Education, the college's faculty committee on personnel and budget and the President of the college have recommended that such certificated lecturers should have the same departmental voting rights as persons of faculty rank.

C. BYLAW AMENDMENTS: RESOLVED, That notice having been duly served at the meeting of June 25, 1979, Cal. No. 88, the Board hereby adopts the following bylaw amendments to conform the bylaws to the provisions of the newly enacted legislation concerning the governance structure of the University:

RESOLVED, That definition "a" of the Bylaws be amended to read as follows:

a. "Board" shall mean the board of [higher education in the city of New York] trustees of the city university of New York.

RESOLVED, That the caption of the Bylaws is hereby amended to read as follows:


RESOLVED, That section 1.1 and subparagraphs a and b of section 1.2 of the Bylaws be amended to read as follows:

Section 1.1 [STATED] REGULAR MEETINGS. a. [Stated] Regular meetings shall be held on the fourth Monday of each month except the months of July and August. [Stated] Regular meetings shall be open to the general public.

b. Notice of the hour, place and agenda for each [stated] regular meeting shall be mailed to the usual address of every [member] trustee of the board by the secretary not less than [seven, nor more than] ten days before the meeting; but the notice provisions of this subparagraph may be waived by written waiver of at least twelve appointed trustees [any member may waive such notice in writing for any meeting]. All [stated] regular meetings shall be held at such place and time as shall be determined by the chairperson or by the board.

c. Public notice of the hour, place and agenda of each [stated] regular meeting of the board shall be given at least seven days before the meeting at the respective colleges and to such educational, civic and news media organizations as may request the same, as well as to any duly authorized collective negotiation representative.
Section 1.2 SPECIAL MEETINGS. a. Special meetings shall be held on the call of the chairperson, the vice chairperson, or on the written request of four members. Any five trustees acting by petition may at any time call a special meeting of the board and fix the date, time, and place thereof. Special meetings shall be open to the general public.

b. Notice of the date, hour and place of every special meeting shall be mailed to the usual address of every member of the board by written or telephonic notice to each trustee from the secretary or the designee of the secretary not less than three nor more than ten days before the meeting; but the notice provisions of this subparagraph may be waived by written waiver of at least twelve appointed trustees (any member may waive such notice in writing for any such meeting). All special meetings of the board shall be held at such date, hour and place as shall be determined by the chairperson or by the board.

RESOLVED, That Section 1.3 of the Bylaws be amended to read as follows:

Section 1.3 EXECUTIVE SESSIONS. The board shall be free to hold executive sessions, without any non-members present save invitees, as follows: Upon a vote taken at a regular or special meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, the board may conduct an executive session for the below enumerated purposes either forthwith or at a date, time and place to be determined by the chairperson of which the board members shall be notified in advance unless such notice be waived in writing:

1. matters which will imperil the public safety if disclosed;

2. any matter which may disclose the identity of a law enforcement agent or informer;

3. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;

4. discussions regarding proposed, pending or current litigation;

5. collective negotiations pursuant to article fourteen of the civil service law;

6. the medical, financial, credit or employment history of any person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of any person;

7. the preparation, grading or administration of examinations;

8. the proposed acquisition, sale or lease of real property, but only when publicity would substantially affect the value of the property.

RESOLVED, That Subdivision a. of section 1.4 of the Bylaws be amended to read as follows:

Section 1.4 MINUTES. a. Minutes shall be taken at all regular and special meetings of the board, which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon, and the vote thereon.

RESOLVED, That Section 1.5 of the Bylaws be amended to read as follows:

Section 1.5 QUORUM OF THE BOARD. Nine trustees of the board shall constitute a quorum.
RESOLVED, That Section 1.9 of the Bylaws be amended to read as follows:

Section 1.9 ROLL CALL. At the request of any [member] trustee, the ayes and noes on any question shall be called and entered upon the minutes.

Subdivision b. of Section 1.10 of the Bylaws is amended as follows:

b. The board shall hold a public hearing on the agenda of a [stated] regular meeting no less than three days before the meeting. Upon notification received by the secretary one day in advance of the hearing, persons will be permitted to speak to items on the agenda and to submit written statements relating thereto. The chairperson or the vice chairperson in the chairperson’s absence shall assign one or more board [members] trustees to conduct such hearing. A substantive summary of written statements received at such hearings shall be distributed to [members] the trustees of the board prior to the [stated] regular meeting.

RESOLVED, That the Bylaws are amended to add a new section, to be section 1.11 which shall read as follows:

1.11 BOROUGH PUBLIC HEARINGS. a. The board shall hold at least one public hearing each year in each of the five boroughs of the city of New York to receive testimony and statements from concerned individuals about city university issues.

b. The time, place, duration and format of each hearing shall be determined by the board.

c. Notice of the hearing shall be given by the chairperson of the board not less than thirty days before each hearing, to all the trustees, to all presidents of educational units, to the chair of faculty senate bodies of educational units, to all student government presidents of educational units, to the borough presidents, the members of the city council, the members of the board of estimate, the local community boards of the borough where the hearing is to be held and to the media. The notice shall contain the time, place, and date of the public hearing.

d. At least three trustees shall attend each hearing.

RESOLVED, That Subdivisions a and b of section 2.2. of the Bylaws are amended to read as follows:

Section 2.2 TERM OF OFFICE: a. The term and manner of selection of the [members] trustees of the board shall be as provided for in section [6202] 6204 of the education law.

b. A chairperson and vice-chairperson shall be appointed and shall serve as provided for in section 6204(2)(d) of the education law, provided, however, that the chairperson and vice-chairperson elected by ballot from among the voting members of the board on June 26, 1979 shall serve for one year, commencing July 1, 1979 or until their successors are appointed, [elected by ballot from among the voting members of the board to serve for one year, or until their successors are elected. The election for the office of the chairperson and the vice-chairperson shall take place at the stated June meeting and their terms shall commence July 1. In the event of a vacancy occurring in the office of chairperson or vice-chairperson, a successor shall be chosen by ballot to serve the balance of the term. The chairperson and vice-chairperson first elected after July 1, 1976 shall be deemed to be serving for the balance of terms commencing July 1, 1976.]
RESOLVED, That Sections 5.1 and 5.2 of the Bylaws are amended to read as follows:

Section 5.1 AMENDMENTS TO BYLAWS. An amendment to the bylaws may be adopted at any [stated] regular or special meeting of the board succeeding the [stated] regular or special meeting at which it was proposed. Copies of the proposed amendment must be mailed to each [member] trustee of the board at least ten days before it is voted upon, together with a statement of the name of the introducer and of the meeting at which it is to be acted upon. Copies of the proposed amendments shall be delivered to the collective negotiation representative if required by a contract entered into with such representative. No proposed amendment shall be adopted except upon the affirmative vote of [eight members] nine trustees of the board.

The above provision insofar as it requires that amendments to the bylaws be proposed at a meeting preceding the meeting at which a vote is taken may be waived by the unanimous consent of the [members] trustees of the board present.

Section 5.2 WAIVER OF THE BYLAWS. Any provision of these bylaws may be waived at any meeting of the board for some special purpose by the affirmative vote of [eight members] nine trustees of the board.

RESOLVED, That Section 8.14 of the Bylaws be amended to read as follows:

Section 8.14 UNIVERSITY FACULTY SENATE. There shall be a university faculty senate, responsible, subject to the board, for the formulation of policy relating to the academic status, role, rights and freedoms of the faculty, university level educational and instructional matters, and research and scholarly activities of university-wide import. The powers and duties of the university faculty senate shall not extend to areas or interests which fall exclusively within the domain of the faculty councils of the constituent units of the university. Consistent with the powers of the board [of higher education] in accordance with the educationlaw and the bylaws of the board [of higher education], the university faculty senate shall make its own bylaws providing for the election of its own officers, the establishment of its own rules and procedures for the election of senators, for its internal administration and for such other matters as are necessary for its continuing operations.

RESOLVED, That Section 10.1 of the Bylaws be amended to read as follows:

Section 10.1 THE UNIVERSITY STAFF. There is hereby established as an educational unit under the board [of higher education] that portion of the city university of New York which is administered centrally by the chancellor, either directly or through a deputy chancellor, vice-chancellor, university administrator, university associate administrator, university assistant administrator, or university dean directly responsible to him/her. Such educational unit shall be known as the "university staff" and shall consist of the central office staff and the staff of such other programs as are not otherwise provided for and which are not part of any of the existing senior or community colleges under the jurisdiction of the board [of higher education]. Persons holding positions on the university staff shall, for the purposes of public reference, be deemed to hold positions in the city university of New York.

RESOLVED, That subdivision A. of Section 11.2 of the Bylaws be amended to read as follows:

Section 11.2 CHANCELLOR. A. Position Definition: The chancellor shall be the chief educational and administrative officer of the city university of New York and, subject to the reservations set forth in paragraphs "f" and "j" below, the chief educational and administrative officer of the senior and community colleges and other educational units and divisions in New York city for which the board [of higher education] acts as trustees. He/she shall be the chief administrative officer for the board [of higher education] and shall be the permanent chairperson of the council of presidents with the right and duty of exercising leadership in the work of the council. Within such educational and administrative fields, the chancellor shall have the following duties and responsibilities:
Board of Trustees of The City University of New York

RESOLVED, That subdivision A. of Section 11.4 of the Bylaws be amended to read as follows:

Section 11.4 THE PRESIDENT. A. Position Definition: The president, with respect to his/her educational unit, shall:

a. Have the affirmative responsibility of conserving and enhancing the educational standards and general academic excellence of the college under his/her jurisdiction. Such responsibility shall include but not be limited to the duty to recommend to the board [of higher education] for appointment, promotion, and the granting of tenure only those persons who he/she is reasonably certain will contribute to the improvement of academic excellence at the college. These recommendations shall be consistent with the immediate and long range objectives of the college.

RESOLVED, That Section 12.1 of the Bylaws be amended to read as follows:

Section 12.1 SALARY SCHEDULE CONDITIONS. The salary of the persons employed by the board on the instructional staff shall be not less than those prescribed in the schedules approved in an agreement entered into after collective negotiations [and consented to by the mayor]. Where a title is not covered by any collective negotiation agreement, but is payable from the city expense budget for the [board of higher education] city university of New York the schedule shall be as approved by the board and consented to by the mayor. Such salaries shall be subject to the following conditions:

RESOLVED, That subdivision b. of Section 13.2 of the Bylaws be amended to read as follows:

b. Members of the instructional staff shall be granted temporary disability leave of twenty calendar days exclusive of Saturdays, Sundays and authorized holidays and recesses during each year of service. Persons appointed to instructional positions immediately after having served as regular employees in schools or colleges supported in whole or in part from city funds shall have temporary disability leave balances credited to them not exceeding those which would have been earned had such services in such schools or colleges been in an institution under the jurisdiction of the board [of higher education]. Services in a school or college supported in whole or in part by city funds concurrent with service in an institution under the jurisdiction of the board [of higher education] shall not be counted. The unused portions of such temporary disability leave shall be cumulative to a maximum of one hundred and sixty calendar days during which the college is in regular session.*

RESOLVED, That Section 14.2 of the Bylaws be amended to read as follows:

Section 14.2 TERMS AND CONDITIONS OF EMPLOYMENT OF NON-INSTRUCTIONAL STAFF. Hours of employment, vacations, leaves of absence and other terms and conditions of employment for members of the non-instructional staff shall be those established by law or by resolution of the board [of higher education], or by appropriate collective bargaining agreements or determinations of the comptroller of the City of New York in appropriate cases.

RESOLVED, That Section 15.9 of the Bylaws be amended to read as follows:

Section 15.9 STUDENT GOVERNMENT ACTIVITY FEE DEFINED. Student government activity fee is that portion of the student activity fee levied by resolution of the board [of higher education] which has been established for the support of student government activities. The existing student government activity fees now in effect shall continue until changed.

RESOLVED, That Subdivision f(2) of Section 15.10 of the Bylaws be amended to read as follows:

2. Where a referendum seeks to earmark student activity fees for a specific purpose or organization by changing the total student activity fee, the results of such referendum shall be sent to the board [of higher education] by the president of the college together with his/her recommendation.

NOTE: Matter underlined is new; matter in brackets to be deleted.
D. TEMPORARY INCREASE IN HUNTER COLLEGE S.G.S. STUDENT ACTIVITY FEE:

RESOLVED, That the Hunter College S.G.S. Student Activity Fee be increased from $2.50 to $10.00 per semester for the Academic Year 1979-80 according to the following schedule.

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<th></th>
<th>Present</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Government Activity Fee</td>
<td>$1.00</td>
<td>$8.50</td>
</tr>
<tr>
<td>Other Student Activity Fee</td>
<td>1.00</td>
<td>1.00</td>
</tr>
<tr>
<td>University Student Senate Fee</td>
<td>.50</td>
<td>.50</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$2.50</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

EXPLANATION: Between May 3 and May 17, 1979 members of the Student Government collected a total of 542 signatures petitioning for an increase of the S.G. activity fee to $8.50. The Student Election Committee certified the signatures to the Student Elections Review Committee. The referendum passed by a 105-34 margin during the voting period of May 21 through May 24, 1979. The Student Elections Committee certified the results of the referendum. Subsequently, the original petitions were lost. It is, therefore, recommended that the fee increase be temporary. In the Spring, 1980 if a second referendum is successful, the fee increase will be made permanent.

Dr. Goldin voted NO.

E. BARUCH COLLEGE - INCREASE IN STUDENT ACTIVITY FEE - NYPIRG: Tabled for further consideration by the Committee.

F. BOROUGH OF MANHATTAN COMMUNITY COLLEGE - INCREASE IN STUDENT ACTIVITY FEE - NYPIRG: Tabled for further consideration by the Committee.

ADDED ITEMS

Upon motions duly made, seconded and carried, the following resolutions were adopted or action was taken as noted: (Calendar Nos. 10 through 14)

NO. 10. COLLECTION SERVICES - NATIONAL DEFENSE AND DIRECT STUDENT LOANS:

RESOLVED, That the Board authorize the General Counsel and University Controller to approve the specifications for and to advertise for, receive and open bids and conduct interviews and investigations with respect to such bids, and award a contract to the lowest responsible bidder meeting all specifications for National Defense and Direct Student Loan collection services on the accounts of the Colleges of the City University not assigned for collection and litigation activities as specified in BHE resolution of 6/26/78, Cal. No. 1 Item D 18. This contract will be for a period of one (1) year, commencing on September 1, 1979 and terminating on August 31, 1980 with two options to extend the contract for additional periods of one year each, provided, however, that different commencement date may be specified by the Chancellor or his designee.

EXPLANATION: The U.S. Department of Health, Education and Welfare has made it mandatory for all colleges participating in the National Defense/Direct Student Loan Programs, to make a bona fide attempt to bill and collect NDSL repayments. The University presently contracts for billing, letter writing and litigation services for the colleges to be covered by this agreement. This resolution will authorize a collection contract. The payments under the contract will be based upon a percentage of the amounts recovered, with the lowest percentage bid to be the criteria for determining the low bidder who meets all other specifications. The contractor will be required to protect information concerning present and former students from being used for any purpose other than to perform collection services on behalf of the University.

In order to provide a basis for comparison of results from different types of collection/litigation services, approximately half the University's defaulted accounts are being assigned to a law firm for collection and litigation services under its approved contract for 1979/80. The other half of the accounts under this resolution will be assigned to a collection agency and thereafter a law firm for litigation under separate agreement.
NO. 11. DUNNING LETTER WRITING SERVICES - NATIONAL DEFENSE AND DIRECT STUDENT LOANS: RESOLVED, That the Board authorize the General Counsel and University Controller to approve the specifications for and to advertise for, receive and open bids and conduct interviews and investigations with respect to such bids, and award a contract to the lowest responsible bidder meeting all specifications for National Defense and Direct Student Loan Dunning Letter Writing services on the accounts of the Colleges of The City University of New York. This contract will be for a period of one (1) year, commencing on September 1, 1979 and terminating on August 31, 1980 with two options to extend the contract for additional periods of one year each, provided, however, that different commencement date may be specified by the Vice Chancellor for Budget and Finance.

EXPLANATION: The United States Government (Department of H.E.W.) has made it mandatory for all participating Colleges to make a bona fide attempt to bill and collect repayments of the National Defense/Direct Student Loan and Nursing Student Loan Programs. The letter writing procedure is designed to remind neglectful National Defense/Direct Student Loan borrowers of their oversight in fulfilling their obligations to the University.

This method will provide a better rate of collection at a less expensive cost than a collection agency. Funds for the letter writing service are permitted to be charged against NDSL collected funds. It must be pointed out that great care is exercised by the University to maintain student privacy and that no student personnel, grade, or record history is submitted to Dunning Letter Writing Service as part of the collection effort.

NO. 12. FACULTY EX-OFFICIO MEMBER OF THE BOARD: RESOLVED, The Trustees are distressed that recent legislation has not provided equal privilege to the ex-officio representatives of the Faculty and Student Senates. The Chancellor is requested to explore with the appropriate individuals and bodies a resolution of this inequity that is consistent with existing collective bargaining relationships.

Dr. Goldin voted NO.

NO. 13. ORAL REPORT OF THE CHAIR: The Chair reported the recent marriage of the ex officio member of the Board, Mr. Edward A. Roberts, and offered congratulations on behalf of the Board.

NO. 14. ORAL REPORT OF THE CHANCELLOR: The Chancellor presented the following report on matters of Board and University interest:

(a) Vice-Chancellor for Academic Affairs: Vice-Chancellor Leonard Roellig recently underwent surgery but is recovering well and is expected to be released from the hospital shortly.

(b) Construction: Negotiations have been continuing with representatives of the State and certain agencies concerning construction of the York College campus. Meetings have been held with architects on the possibility of reducing the scale of the construction previously approved and integrating parts of Phase II of the proposed construction into Phase I that would be useful and pertinent with the educational activities as well as the projected enrollment of the college.

Consideration has also been given to construction at Hunter College.

The Mayor has given his approval to construction of the Borough of Manhattan Community College campus, and a bond sale with respect to this project has been scheduled.

(c) Budget: The Chancellor reported that budget requests for 1980-81 are being prepared.

At this point Dr. Goldin asked that the record show that he is distressed by the deficiency in internal communications between the Office of the Chancellor and the Board of Trustees.
Upon motions duly made seconded and carried, the Board went into executive session to consider personnel matters.

There were present:

Harold M. Jacobs, Chair
Patricia Carry Stewart, Vice Chair

Walter H. Crowley
Armand D'Angelo
Edith B. Everett
Gurston D. Goldin

Ann M. Burton, ex officio

Albert V. Maniscalco
Joaquin Rivera
David Z. Robinson
Stuart Scheftel
Edward A. Roberts, ex officio

Martin J. Warmbrand, Secretary of the Board
Paula Levitt, Acting General Counsel

Chancellor Robert J. Kibbee
Deputy Chancellor Egon Brenner

The absence of Ms. Conway, Ms. Maynard and Dr. Piore was excused.

Upon motions duly made, seconded and carried, the following resolution was adopted:

NO. 15. ACTING PRESIDENT - THE CITY COLLEGE: RESOLVED, That upon recommendation of the Chancellor, Dr. Alice Chandler be designated Acting President of The City College with remuneration above her academic salary of $13,000 per annum, subject to financial ability, effective September 1, 1979.

EXPLANATION: Dr. Robert Marshak will relinquish his responsibilities as President of City College on August 31, 1979. The Presidential Search Committee is not prepared to recommend his successor at this time. It is essential that maximum administrative continuity be maintained. Professor Chandler currently serves as Provost of the College and has indicated that she does not wish to be considered as a candidate for permanent appointment as President.

Upon motions duly made, seconded and carried, the executive session recessed at 6:15 P.M., until Tuesday, September 4, 1979, at 4:30 P.M., at which time the Board will continue its consideration of personnel matters.

MARTIN J. WARMBRAND
Secretary of the Board