

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF
HIGHER EDUCATION OF THE CITY OF NEW YORK**

HELD

JULY 24, 1973

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

Chairman called the meeting to order at 5:40 p.m.

Those present:

Luis Quero-Chiesa, Chairman
Herbert Berman
Frederick Burkhardt
Alexander A. Delle Cese
Fileno DeNovellis
Jean-Louis d'Heilly
Norman E. Henkin

Joseph J. Holzka
Jack I. Poses
Edward S. Reid
Barbara A. Thacher
Francisco Trilla
Eve Weiss

Marguerite V. Rich, Acting Secretary of the Board
Arthur H. Kahn, General Counsel

Chancellor Robert J. Kibbee
President Milton G. Bassin
President William M. Birenbaum
President James A. Colston
President Candido A. de Leon
President Edgar D. Draper
President Leon M. Goldstein
President Joseph S. Murphy
Acting President Harold M. Proshansky
President Donald H. Riddle
President Kurt R. Schmeller
President Herbert Schueler

President Joseph Shenker
President Herbert M. Sussman
President Richard D. Trent
President Clyde J. Wingfield
Professor Nathan Weiner
Mr. Alan R. Shark
Deputy Chancellor Seymour C. Hyman
Vice-Chancellor Julius C. C. Edelstein
Vice-Chancellor Timothy S. Healy
Vice-Chancellor David Newton
Vice-Chancellor Frank J. Schultz

absence of Mr. Ashe, Ms. Canino, Mr. Hayes, Ms. Ingersoll, Rev. Johnson, Dr. Lee, Dr. Morselli and Dr. Zell was excused.

Upon motions duly made, seconded and carried, the following resolutions were adopted or action was taken as noted: (Cal. Nos. 1 through 4)

NO. 1. COLLECTIVE BARGAINING: RESOLVED, That the Negotiating Committees representing the Board of Higher Education of the City of New York and the Professional Staff Congress/CUNY having agreed on the terms of a Collective Negotiation Agreement determining the terms and conditions of employment of the Instructional Staff of The City University of New York, the said Collective Negotiation Agreement is hereby adopted, subject to final ratification by the PSC membership by September 30, 1973. Salary schedules contained within the Collective Negotiation Agreement are subject to the consent of the Mayor pursuant to section 6215 of the New York State Education Law.

EXPLANATION: The Board and the PSC commenced negotiation on June 19, 1972, of a collective negotiation agreement to take effect September 1, 1972.

No agreement was reached after the Board and the PSC negotiated and participated in the processes of negotiation, mediation and fact-finding prescribed by Section 209 of the New York State Civil Service Law.

The Chancellor, as the Chief Executive Officer of this Board, has submitted to this Board in accordance with Section 209.3(e)(i) of the New York State Civil Service Law, a copy of the findings of fact and recommendations of the fact-finding board, together with his recommendations for settling the dispute.

A committee of this Board has conducted a public hearing at which both parties were given the opportunity to explain their positions with respect to the report of the fact-finding board, in accordance with Section 209.3(e)(iii) of the New York State Civil Service Law.

Subsequent to that hearing the Negotiating Committees of the Board and of the PSC reached agreement on the terms of a Collective Negotiation Agreement to become effective from the date of its adoption by the Board and by the membership of the PSC through August 31, 1975.

The above resolution was passed by the affirmative vote of twelve members of the Board in accordance with section 5.2 of the Bylaws of the Board, in order to waive any Bylaws of the Board necessary for the implementation of the Collective Negotiation Agreement.

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

NO. 1B. COMMENDATION: WHEREAS, Vice-Chancellor David Newton and his staff have labored extensively during the past year to negotiate a collective bargaining agreement that is equitable and acceptable to all parties involved; and

WHEREAS, The Chairman of the Board of Higher Education, Luis Quero-Chiesa, and the Chancellor of the City University, Robert J. Kibbee, have supported these negotiations and enhanced a cooperative spirit; now therefore be it

RESOLVED, That the Board commend the Chairman, the Chancellor, and the Vice-Chancellor for the achievement of this agreement.

NO. 2. INCREASE IN TUITION FOR OUT-OF-CITY AND OUT-OF-STATE RESIDENTS: WHEREAS, The 1973 Higher Education Omnibus Bill altered the University's ability to charge one-third of the costs of senior college students to New York counties; and

WHEREAS, This change in state law creates a funding gap in the 1973-74 operating budget of the University; therefore be it

RESOLVED, That the Board increase tuition for out-of-city and out-of-state students in the senior colleges and for out-of-state students in the community colleges as follows:

SENIOR COLLEGES

	Present Tuition	Proposed Tuition	Increase
Undergraduate			
Out-of-City			
Annual Rate	\$550	\$1,200	\$650
Credit Rate	\$ 25	\$ 45	\$ 20
Excess Contact Hours	\$ 18	\$ 30	\$ 12
Out-of-State			
Annual Rate	\$900	\$1,200	\$300
Credit Rate	\$ 35	\$ 45	\$ 10
Excess Contact Hours	\$ 25	\$ 30	\$ 5
Graduate			
Out-of-City and Out-of-State			
Annual Rate	\$900	\$1,500	\$600
Credit Rate	\$ 45	\$ 70	\$ 25
Excess Contact Hours	\$ 17.50	\$ 35	17.50
Community Colleges			
Out-of-State			
Annual Rate	\$900	\$1,200	\$300
Contact Hour Rate	\$ 30	\$ 40	\$ 10

and be it further

RESOLVED, That the new rates be effective beginning with the Fall, 1973 semester.

EXPLANATION: The 1973 Higher Education Omnibus Bill (Senate Bill No. 6422-B and Assembly Bill No. 7329-B) passed by the legislature and signed by the Governor authorizes the Board of Higher Education to charge senior college graduate and undergraduate students who are not residents of New York City tuition and fees up to two-thirds of the operating cost per student. In addition, it authorizes New York State counties to elect to pay all or a portion of such tuition and fees. The legislation thus: (a) increases the permissible tuition level for non-city residents from one-third to two-thirds and (b) eliminates the current "chargeback" arrangement by which the University bills New York counties for one-third of the operating cost per student for students with certificates of residence from the county.

The budgeted chargebacks for the senior colleges in the University's 1973-74 budget amounts to \$3.7 million. With the new legislation and our current tuition schedules the University will be unable to collect these chargebacks and thus potentially faces reduction in budgets of \$3.7 million. On the basis of the number of out-of-city and out-of-state students projected for 1973-74, the new tuition schedule is expected to generate sufficient income to offset the \$3.7 million of the budgeted chargebacks in 1973-74.

State counties outside New York City may separately elect to continue paying the chargebacks and thereby nullify the tuition increase for students who are their residents.

The increase in tuition for out-of-state residents at community colleges is being proposed to ensure consistency with the new tuition schedule for the senior colleges. Since the current chargeback arrangement continues for the community colleges, no increase in tuition for out-of-city state residents in the community colleges is being proposed.

This resolution does not affect tuition and fee schedules for city residents.

NO. 2A. AGREEMENTS WITH NEW YORK UNIVERSITY: (a) RESOLVED, That the Board approve the following agreements with New York University as a necessary corollary to the acquisition of the New York University Heights Campus:

1. An agreement with respect to the Colonnade of the Hall of Fame for Great Americans, being Building No. 13 on the New York University Heights Campus property map dated May 1972.
2. An agreement with respect to the maintenance of an FM antenna installed on the roof of 161 West 180th Street, known as Technology II, and a transmitter located in Room M02 on the ninth floor thereof, and permission to New York University to operate the said FM radio station.
3. An agreement with respect to the conveyance by the City of New York of Carpenter Hall.
4. An agreement with respect to the removal of equipment to the Polytechnic Institute of New York.
5. Notice to the former tenants of New York University.
6. An escrow agreement with the Bank of New York.
7. Assignment and assumption agreements of two certain leases between New York University and the Construction Fund, dated July 27, 1973;

and all other agreements, including any indemnities by the Board, which in the judgment of the Chancellor and Deputy Chancellor of the City University shall be necessary or incidental to effectuate the acquisition of the New York University Heights Campus; and be it further

RESOLVED, That Mrs. Marguerite V. Rich, Acting Secretary of the Board, and Dr. Seymour C. Hyman, Deputy Chancellor, or either of them, are herewith authorized to execute all agreements with respect to the acquisition.

EXPLANATION: The Hall of Fame agreement provides for the maintenance by the Board of the Hall of Fame and also provides for a subsequent agreement wherein definite arrangements will be made for the future conduct of the Hall of Fame.

The FM antenna agreement provides for the leasing of certain space to New York University to maintain an FM antenna and also a transmitter and for Board use thereof when New York University is not using same; the agreement is terminable by either party at will.

The Carpenter Hall agreement provides for the Construction Fund and the Board to negotiate with the City of New York for the conveyance by the City of Carpenter Hall to the Dormitory Authority and obligates New York University to cooperate in such negotiation.

The agreement for removal of equipment to the Polytechnic Institute of New York provides for certain equipment to be transferred to the Polytechnic Institute of New York.

The Notice to Tenants provides that former tenants of New York University shall pay their rent to the Board.

The escrow agreement provides for the Board, after receipt of the results of the Land appraisal, to submit written instructions to the Bank of New York specifying the amount they must turn over to the Dormitory Authority from an escrow fund they are holding.

One assignment and assumption agreement leases certain parts of the campus to New York University until October 1973 and provides for the Board to receive the rent. The other agreement provides for the Board to receive rent from a certain lease originally between New York University and the United States Government.

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

NO. 2A(b). COMMENDATION: WHEREAS, Deputy Chancellor Seymour C. Hyman exercised patience, foresight and high technical competence in long and tedious negotiations leading to the purchase of the NYU University Heights Campus for the use of Bronx Community College; now therefore be it

RESOLVED, That he be commended for the achievement of this transaction.

NO. 3. UNIVERSITY REPORT: The Chancellor presented the following report on a matter of Board and University interest:

I don't think that anyone could report anything significant after bringing in a document like the one we brought in this evening, but there is one thing I should mention which I haven't had an opportunity to tell you about earlier.

As you remember, last year we went through a series of negotiations with HEW in regard to the presentation to them of certain information which they had requested from us. That negotiation has been quiet now and we are moving along with HEW at a reasonable pace. Now we are about to have descend upon us the Equal Employment Opportunities Commission, which is another group operating out of Washington. This group handles individual complaints of discrimination, and there have been filed with the EEOC over the last year somewhere around a hundred complaints against the constituent units of the University. The first identifiable individual complaint which has been given us is that of a woman at City College.

The EEOC has requested certain kinds of information from us. I would say that 75% of the information is readily given to them because it deals with a description of the processes of the University regarding promotions and tenure. However, they have asked also for some information from the files of individuals over a period of time. We have not yet replied to that request and they are not pressing us for a quick response. I have been having discussions with groups inside and outside the University on this, and I will be getting legal advice on it, and I will come back with a recommendation to you. But this is something that is still around, and it may get to be a big thing in the future.

There are probably other things that are happening, but it is summertime and I don't have anything else to report at this time.

At this point the Board went into Executive Session.

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

NO. 4. EXECUTIVE PAY PLAN: RESOLVED, That the following schedule of salary supplements be established, effective retroactive to October 1, 1972, for the titles indicated and that the Mayor be requested to consent thereto.

	Present Supplement	Proposed Supplement	Increase
Chancellor	\$17,100	\$22,100	\$5,000
Deputy Chancellor	\$10,000	\$13,000	\$3,000
President	\$10,000)	\$13,000	\$3,000
	\$ 8,000)	\$11,000	\$3,000
	\$ 6,000)	\$ 9,000	\$3,000
Vice-Chancellor	\$ 6,000	\$10,000	\$4,000
Vice President (Deputy)	\$ 6,000	\$ 9,000)	\$3,000
		\$ 8,000)	\$2,000
University Dean)			
University Administrator)	\$ 4,000	\$ 7,500	\$3,500
Vice President)			
Assistant Vice President	\$ 5,000	\$ 7,000	\$2,000
Dean)	\$ 4,000	\$ 7,000	\$3,000
Administrator)			
University Associate Dean)	\$ 3,000	\$ 6,000	\$3,000
University Associate Administrator)			
Associate Dean)	\$ 3,000	\$ 5,500	\$2,500
Associate Administrator)			
University Assistant Dean)	\$ 2,000	\$ 5,000	\$3,000
University Assistant Administrator)			
Assistant Dean)	\$ 2,000	\$ 4,500	\$2,500
Assistant Administrator)			
General Counsel	-----	\$ 2,000	\$2,000

EXPLANATION: Key executive staff in University receive a salary supplement on top of the base salary for the instructional titles to which they are appointed. These supplements are given in recognition of the additional responsibilities assigned to these key positions and the additional two months which individuals appointed to faculty lines are required to work.

Salary supplements for deans of \$4,000 were originally negotiated with the City in 1960 at a rate which was approximately 2/9 of the maximum salary for a full professor. The supplements for other titles have been determined subsequently at various times, but there has been no change since 1969. CUNY's executive salaries have not kept pace with inflation nor with comparable positions at CUNY.

In view of the salary increases for faculty since 1960, the total salaries for executive staff have also not kept relative pace with those of the faculty. Thus, the supplement for a dean has declined from 24% of the maximum salary for a full professor in 1960 to 13% of the current maximum salary for a full professor. The current supplements thus no longer properly compensate a faculty member for the additional two months of work. As a result, it is becoming increasingly difficult to attract and retain capable deans, and morale among these administrators is becoming a serious problem. In addition, the total salary of the Chancellor, the Deputy Chancellor and Vice-Chancellors is currently substantially below that for the corresponding SUNY titles, despite the cost of living differential.

The proposed supplement schedule has been developed to correct these problems and provide for reasonable salary increases. The new schedule is based upon the following rationale:

- The salary supplement for deans is approximately 2/9 of the current maximum salary for full professor
- The total salaries for the Deputy Chancellor and Vice-Chancellors will be closer to the corresponding SUNY positions although differences in the cost of living between Albany and New York will result in a lower "effective" salary for CUNY positions
- Supplements for other titles are based upon differences in scope of responsibilities and duties.

Upon motion duly made, seconded and carried, the meeting adjourned at 7:00 p.m.

**MARGUERITE V. RICH
Acting Secretary of the Board**