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

HELD

SEPTEMBER 28, 1998

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

The Chairperson called the meeting to order at 4:36 P.M.

There were present:

Anne A. Paolucci, Chairwoman
Herman Badillo, Vice Chairperson

Satish K. Babbar
John J. Calandra
Alfred B. Curtis, Jr.
Edith B. Everett
Ronald J. Marino
John Morning

James P. Murphy
Kathleen M. Pesile
George J. Rios
Nilda Soto Ruiz
Richard B. Stone

Md. Mizanur R. Biswas, ex officio

Secretary Genevieve Mullin
Roy Moskowitz, Acting General Counsel and Acting Vice Chancellor for Legal Affairs
Hourig Messerlian, Executive Assistant
Kisha Fuentes
Tawana Spellen
Towanda Washington
Judy Watson

Interim Chancellor Christoph M. Kimmich
Interim Deputy Chancellor Patricia Hassett
President Raymond C. Bowen
President David A. Caputo
Acting President Emilie Cozzi
Interim President Lois S. Cronholm
Interim President Dolores Fernandez
President Leon M. Goldstein
President Frances Degen Horowitz
President Charles C. Kidd
President Vernon Lattin
President Gerald W. Lynch

President Yolanda T. Moses
President Antonio Perez
President Kurt R. Schmeller
President Allen Lee Sessoms
President Marlene Springer
President Carolyn G. Williams
Dean Stanford R. Roman, Jr.
Dean Kristin Booth Glen
Vice Chancellor Jay Hershenson
Vice Chancellor Emma E. Macari
Vice Chancellor Brenda Richardson Malone
Vice Chancellor Louise Mirrer

The absence of Trustees Cook, Crimmins and Sohmer was excused.
Chairwoman Paolucci welcomed all to the first meeting of the Board of Trustees for this academic year.

A. ALBERT V. MANISCALCO – IN MEMORY: Chairwoman Paolucci noted with sadness the death at age 90 of former Trustee Albert V. Maniscalco on September 2nd. He served with distinction on the Board from May, 1976 to March, 1984. As Chairman of the Board's Standing Committee on Public Policy and External Relations, Mr. Maniscalco led the University in advocating for public higher education. His vision and political acumen inspired the highest regard and affection of his colleagues on the Board. Mr. Maniscalco devoted his life to accomplishing things that would benefit other people. As Staten Island Borough President he played a major role in the creation of Staten Island Community College and Richmond College which were consolidated into The College of Staten Island. Mr. Maniscalco maintained a lively interest in the University and particularly The College of Staten Island long after his term of office and service on the Board had ended. On behalf of the Board and the Administration we extend condolences to his wife, Grace and his two children and grandchildren.

Trustee Murphy stated that he thought that he and Trustee Everett are the only Board members here who served with Al Maniscalco. Vice Chair Badillo was a Borough President with him and at an earlier time was a Board member when he was there. Al was really a very special human being and one of the wisest people I ever met, a peacemaker, but also a doer, and it was a pleasure to have served with him for those eight years. He certainly will be missed.

Trustee Everett stated that he was a joy to be with. He had a mind of his own, he had opinions and so forth, but it was always pleasant dealing with him. We mostly came down on the same side. But he was a very special man and we missed him when he left. He brought a sort of joy to the goings on at the time and that was nice. We had plenty of trouble, so the good times were nice to remember.

Trustee Pesile noted that as an undergraduate student at Baruch College, I was selected as an intern to work with him on the 1976 New York City Charter Revision Committee on "Co-terminality of Public Services," and he was a wonderful mentor.

President Springer stated that when Al Maniscalco was only 87, he appeared with us on the stage at the College's commencement. Every year thereafter he called me just before commencement to wish me well and to wish the College well, and so until the day he died he was interested in The College of Staten Island and CUNY.

B. RUTH SHOUP – IN MEMORY: Chairwoman Paolucci also noted with sadness the death at the age of 95, of former member of the Board of Higher Education Ruth Shoup on June 25th. She was appointed to the Board in 1936 by Mayor LaGuardia and retired from the Board in 1970. During her tenure the original four senior colleges, City, Hunter, Brooklyn and Queens, evolved into The City University of New York. Mrs. Shoup had been a member and/or chairwoman of many Board committees and was a stalwart in planning, writing budgets, and helping to evaluate academic leaders for college presidencies. On behalf of the Board and the Administration we extend condolences to her husband and family.

C. CONDOLENCES: On behalf of the Board of Trustees and the Administration Chairwoman Paolucci offered heartfelt condolences to President Ricardo Fernandez on the loss of his brother Jose Fernandez in July, and to Sheila Chaffin on the loss of her mother, Ollie Mae O'Connor, in August.

D. PRESIDENT'S HONORS: Chairwoman Paolucci announced the following:
1. President David Caputo of Hunter College has been appointed Chair of the Executive Committee for the Commission of the Urban Metropolitan Agenda of the American Association of State Colleges and Universities. Congratulations to President Caputo.

2. President Ricardo Fernandez of Lehman College was elected Vice Chair in 1977 and now will become Chair of the Governing Board of the Hispanic Association of Colleges and Universities for the term starting October 1, of this year through September 30 of 1999. Again, congratulations to President Fernandez.
3. President Carolyn Williams of Bronx Community College has been elected Chair of the Board of the American Association of Community Colleges. Congratulations to President Williams.

E. STUDENT HONORS: Chairwoman Paolucci announced that Sendy S. Louis, a junior at The City College majoring in chemical engineering, has been named a 1998 Barry M. Goldwater Scholar for her research into a method of preventing the leakage of underground nuclear waste storage tanks. Well, if she is a junior and she did that, she will be a Nobel prize winner in a few years. I think that's a major, major accomplishment. I wish her well and congratulations.

F. ALUMNI HONORS: Chairwoman Paolucci announced the following:
1. Dr. Arnold F. Stancell, a 1958 graduate of The City College, was recently elected to the National Academy of Engineering. Dr. Stancell is the 39th CCNY alumnus to be so honored. He was elected into the NAE for his work in petrochemical research and development, as well as for management of oil and gas resources. Election to the NAE, as we know, is one of the highest honors that an engineer can receive. Congratulations to Dr. Stancell.

2. Michelle Soto, a recent graduate of The City College's Sophie Davis School of Biomedical Education, has received a 1998 National Medical Fellowship and the W. K. Kellogg Community-based Training Fellowship Program for Minority Medical Students. This Fellowship recognizes Ms. Soto's potential for a responsible role in community medicine. Congratulations.

H. COLLEGE HONORS: Chairwoman Paolucci announced that the Latin Program of Hunter College has been awarded the 1998 Outstanding New York State Latin Program by the Classical Association of the Empire State. This award was given to both the undergraduate and graduate divisions of the Latin Program. This notable achievement recognizes the dedication of the faculty and the high standards of the program. Congratulations again, President Caputo.

I. GRANTS: Chairwoman Paolucci presented for inclusion in the record the following report of Grants $100,000 or above received by the University subsequent to the June 22nd Board meeting:

THE CITY COLLEGE

a. $100,000 NSF to Gunner, M., Physics, for "Presidential Faculty Fellows Awards."
b. $100,000 NASA to Wolberg, G., Computer Science, for "Robust Algorithms for Image Registration."
c. $123,783 NRC to Miller, C., Civ. Engineering, for "Hualien SSI LSST Program Anisotropic Soil Effects."
d. $150,000 UNIVERSITY OF ILLINOIS to Axenrod, T., Chemistry, for "Novel Energetic Materials to Stabilize Rockets."
e. $181,177 NIH to Balogh-Nair, V., Chemistry, for "Novel Pharmacophores against OLS Related to AIDS."
f. $200,000 NEW YORK CITY BOARD OF EDUCATION to Roberts, S., Education-Admin., for "Establishing a Professional Development Center."
g. $225,144 DOE to Alfano, R., IUSL, for "Investigation of High Efficiency Multi-Band-Gap MQW Solar Cells."
h. $230,155 LOCKHEED SANDERS to Saadawi, T., Elec. Engineering, for "ARL BAA Telecommunications."
i. $312,929 NIH to Deacon, D., Psychology, for "Brain Potentials Semantic Processing and Attention."
j. $330,000 AMERICAN CANCER SOCIETY to Govind, S., Biology, for "Analysis of Rel/1kB Functions on Hematopoises & Immunity."
k. $340,360 NIH to Wallman, J., Biology, for "Role of Vision Etiology of Axial Myopia."
l. $631,269 NIH to Fishman, M., Chemistry, for "MBRS Program Research Training for Biomedical Careers."
BROOKLYN COLLEGE

a. $100,000 NATIONAL AERONAUTICS AND SPACE ADMINISTRATION to Schreibman, M., Biology, for "Brain-Pituitary Axis Development in the Cebas Minimodule."

b. $102,689 NATIONAL INSTITUTE OF MENTAL HEALTH to Sclafani, A., Psychology, for "Carbohydrate Appetite, Fat Appetite and Obesity."


d. $140,100 THE FORD FOUNDATION to Stevens-Arroyo, A., Puerto Rican Studies, for "National Survey of Latino Parishes/Congregations & Patterns of Cultural Maintenance, Leadership Development & Community Involvement."

e. $141,002 NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES to Belton, E., and Lange, F., Continuing Education, for "Work Now - Begin."

f. $169,761 NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES to Belton, E., and Harewood, C., Continuing Education, for "Work Now 1 Program (Child Care)."

g. $190,977 NATIONAL INSTITUTES OF HEALTH to Hainline, L., and Gavin, R., Psychology, for "Biomedical Research Training for Minority Honor Students."

h. $207,511 NATIONAL INSTITUTE OF MENTAL HEALTH to Sclafani, A., Psychology, for "Carbohydrate Appetite, Fat Appetite and Obesity."

i. $252,954 NATIONAL EYE INSTITUTE to Raphan, T., Computer and Information Science, for "Multidimensional Dynamics of the Vestibulo-Ocular Reflex."

QUEENS COLLEGE

a. $140,000 NATIONAL SCIENCE FOUNDATION to Short, T., Biology Department, for "Career: Isolation and Use of Arabidopsis Thaliana L. Mutants for Elucidating Photomorphogenic Signaling Pathways" and "Undergraduate and Graduate Student Instruction and Training."

b. $162,395 NEW YORK CITY BOARD OF EDUCATION to Zevin, J., Secondary Education Department, for "Humanities in Global Studies Project."

c. $178,047 NIH/NATIONAL INSTITUTE OF MENTAL HEALTH to Borod, J., Psychology Department, for "Emotional Processing in Brain Damaged Patients."

d. $204,002 NIH/NATIONAL LIBRARY OF MEDICINE to Friedman, C., Computer Science Department, for "Unlocking Data from Medical Records with Text Processing."

e. $277,423 NIH/NATIONAL INSTITUTE ON ALCOHOL ABUSE AND ALCOHOLISM to Johnson, P., Family, Nutrition and Exercise Sciences Department, for "Development of Alcohol Cognitions in Adolescence."

f. $330,000 AMERICAN CANCER SOCIETY to Savage-Dunn, C., Biology Department, for "Genes and Cells Involved in TGFb Signaling in C. Elegans."

g. $364,154 U.S. DEPARTMENT OF EDUCATION to Anderson, P., Dean of Students Office, for "Queens College Upward Bound Program."
JOHN JAY COLLEGE

a. $156,000 NEW YORK STATE EDUCATION DEPARTMENT to Bryant, G., for "Liberty Partnerships Program to Provide Services to 165 Students at Risk of Dropping Out of High School."
b. $215,788 U.S. DEPARTMENT OF EDUCATION to Masters, L., for "Student Enrichment Program to Provide 250 Disadvantaged Students through Academic Support and Enrichment Services."
c. $298,502 U.S. DEPARTMENT OF EDUCATION to Delucca, K., for "Upward Bound Program to Provide Comprehensive Set of College Prep Activities to 60 Low-Income High School Students."
d. $319,562 U.S. DEPARTMENT OF EDUCATION to Couture, J., for "Talent Search Program to provide supportive services to 900 Junior High and High School Students to encourage them to complete school and continue their education at the post-secondary level."

YORK COLLEGE

a. $121,920 NIH/NIGMS to Lewis, L., Natural Sciences, for "Mechanistic Studies of a Transpositional."
b. $1,215,958 NIH/NIGMS to Lewis, L., Natural Sciences, for "Minority Biomedical Research Support Program."

QUEENSBOROUGH COMMUNITY COLLEGE

a. $205,918 NATIONAL SCIENCE FOUNDATION to Lieberman, D., and Cheung, T., for "Distance Learning and Virtual Laboratories for Technology."
b. $441,273 NEW YORK STATE EDUCATION DEPARTMENT Beltzer, S., and Katz, M. D., for "VATEA Formula Funding."

NEW YORK CITY TECHNICAL COLLEGE

a. $141,752 NEW YORK STATE EDUCATION DEPARTMENT to Silverman, L., for "Gaining Access."
c. $269,795 NEW YORK STATE EDUCATION DEPARTMENT to Gawkins, A., for "Tech Prep."
d. $345,225 DEPARTMENT OF HEALTH & HUMAN SERVICES PUBLIC HEALTH SERVICE to Squitieri, L., for "Dual Research Bridges to Baccalaureate."
e. $366,927 NEW YORK STATE EDUCATION DEPARTMENT to Nwizu, C., for "Brooklyn School-to-Work Partnership."

J. ORAL REPORT OF THE INTERIM CHANCELLOR: Interim Chancellor Kimmich reported the following:

1. Welcome back everyone at the beginning of another academic year. I do want to say that as I work with the colleges and continue my visits to the campuses, I am impressed by the essential quality and strength of this University. It is an opportunity for thousands of New Yorkers to realize their education hopes and their dreams for jobs, careers, and a better life. We are all aware that there are areas that have suffered from neglect and that need to be addressed. We know that we must be able to respond to new challenges and new options. We need to nurture and promote areas in which we are strong and restore to health those that are weak. We want to build and rebuild an institution deserving of our pride and the pride of all New Yorkers, and I look forward to continuing our work together here to help the University reach its potential and make good on its promise.
2. Our preliminary enrollment figures this fall are virtually identical with those of last year. The head count figures that we have are down by a fraction over 1%. The FTE numbers are down by less than 1%. These are negligible changes. If the numbers hold we can, given the uncertainties and the often highly critical public attention the University encountered last spring, celebrate something of a small victory. The University is and remains a major player in higher education in New York. I should add that what the figures show are gains in new graduate students and, as college admission standards continue to rise, a much stronger freshman class. To illustrate that last point, the entering senior college freshman class this fall came in with the greatest number of academic units in math and English since the implementation of the Board resolution of June, 1995. And not unrelated, that same freshman class collectively passed the three required skills tests on the first try in significantly higher numbers than ever before.

3. Our summer was shaped by issues relating to the implementation of the new Board policy on remediation and by our interactions with the CUNY Task Force. First, the May resolution stipulated the preparation of campus implementation plans. The senior colleges, especially those first in line, but the rest as well, working with the Office of Academic Affairs and with each other, were active in developing such plans when in mid-summer the University was enjoined from continuing such planning. The automatic stay we sought was denied. The University appealed and, as you will have heard the week before last, the Appellate Division granted the plaintiff's motion to uphold the earlier decision to vacate the automatic stay. With that decision the University is enjoined from implementing the May resolution at least until the Appellate Division issues a decision on the University's appeal of the preliminary injunction issued by Justice Wilk early in August. I understand that the case is on the court calendar for November. There are some things we can do under the court decision. Immersion Programs, collaboration with the public schools, and similar enhancements of ongoing projects are permitted. Also permitted is Baruch's plan to eliminate all remedial courses by this fall. What is not permitted at this point is the implementation of the May resolution and we are most careful obviously to not violate the court's injunction.

4. Our other summer project was the CUNY Task Force. It involved campuses almost as much as the Central Office. We invested enormous time and energy in responding to questions and requests for data from representatives of the CUNY Task Force and of their financial and planning consultants. Many of them worked with us here at the Central Office and visited campuses. They met with college presidents, the Faculty and Student Senate representatives, and others. The questions answered and the data that we submitted covered a wide range -- academic affairs, budget and facilities, faculty, remediation, retention, and attrition, to name but a few. We supplied Task Force reports, Board Resolutions, Guidelines, University reports, college reports, charts, and data books, and by now that is a considerable library. I want to emphasize, however, that our interactions were without fail highly professional and collegial and in keeping with the seriousness of the issue. Much of the work has fallen on the Interim Deputy Chancellor, who serves as liaison to the CUNY Task Force, and I want to thank her for doing that part for us. Benno Schmidt, the head of the CUNY Task Force, has told us that they plan to release two to three interim reports between now and the end of the calendar year. The CUNY Task Force will issue its final report at the end of December or shortly thereafter according to Mr. Schmidt. The report will pull together the interim reports that may have been prepared in the meantime and will make use of separate reports provided by the consultants, Price, Waterhouse, Coopers, and the Rand Corporation, though these latter two reports will also be issued separately. So, in sum, if all goes according to schedule we will have two or three interim reports, a final Task Force report and two consultants' reports.

5. We are deeply engaged these days in framing the University’s budget request for 1999-2000. We have proposed a rather different approach from that taken in the past in that we want to frame a request that assumes a five year span, roughly parallel to the approach the Governor took with the capital budget. That five-year span would project a strategic vision, a strategic direction for the University, with 1999-2000 as the first step on that road. It is the beginning of a process of articulating and defining a long-range programmatic vision for CUNY that will not end with the submission of the budget request late this fall. The over-arching goal is to seek the funds necessary to achieve a level of quality commensurate with our basic strengths, a level that will be reflected in a voiced commitment to standards, opportunity, and service, a level that will convey our commitment to the academic enterprise at the heart of this institution, a level that will be judged by performance and achievement for which we will hold ourselves accountable. We are in touch with the Board of Education and with the State Education Department to see how we might coordinate our respective budget requests so as to advance priorities we share and to gather broader support.
for certain key items, for example, teacher education and collaborative programs with the schools. We have never
done this and it would be interesting to see how we can join forces to succeed. The framework for this budget
request has gone through a number of drafts. Each has been much improved through comments and suggestions
from members of the Board of Trustees, the college presidents, and routed through them, from the campuses. I
deeply appreciate also on behalf of my colleagues the close scrutiny, good judgment, and time all of you gave to this
exercise.

Following a joint meeting last week of the Board's Committees on Academic Affairs and Fiscal Affairs, and following
the counsel we received there, we are now engaged in further revision. We are in touch with the college presidents
for further input as well. That will enable us to have what may be termed a near final version for review by the Board
committees when they meet on the 7th of October. The final approval by the Board would fall due at the Board
meeting at the end of October. This new approach will require a sustained and clearly targeted effort with the budget
powers in Albany and City Hall. There will be the usual hearings, of course, but we will seek both your counsel and
your help in reaching out to the decision-makers to explain our approach to enlist their support. We need to be
persuasive and we need to be persistent. It is a novel approach and we want it to succeed.

6. This summer I was most pleased to attend a retreat organized by the University Student Senate and its chair,
Mizanoor Biswas, one of the Trustees here. Also present for the occasion were Trustees Cook, Pesile, and Morning,
and various members of the Office of Student Affairs. It was well organized and focused, with an important agenda
reflecting student and University interests. The discussions the Trustees and I had with the students were
productive and, certainly for me, enlightening not only about specific student concerns, and there are many, but also
about the deep commitment our student leadership has for the University and its mission and purpose. I think that
Trustee Biswas did a marvelous job in organizing and running that retreat.

7. You should be aware that our colleges have responded freely and generously to assist victims of the disastrous
weather conditions in Puerto Rico, Haiti and other areas of the Caribbean, as well as in Bangladesh which has
recently had devastating floods. It is a measure not only of the concern the University community has for those who
have family and friends at risk, but also of the sense of social obligation, concern, and outreach that is a part of the
University spirit. Campuses are working with the Red Cross, the Hispanic Confederation Consulate, and other
organizations to channel their contributions whether funds, canned good or clothing to those affected by these
conditions.

8. The Chancellery, working with the colleges, is taking an active role in a voter registration drive. This is something
we have done now for years, reflecting federal and State laws and of course Board policy and we get better at it all
the time. Underway is a major effort on the campuses to encourage voter registration among the students. We are
reaching the final stages of that drive now and the last day to hand-deliver or to postmark a voter registration form to
the Board of Elections is the 9th of October. That is if you want to vote on the 3rd of November. It is a very
important civil responsibility, especially in light of the large number of immigrants and new citizens enrolled at the
University and we are doing our part.

Chairwoman Paolucci thanked Interim Chancellor Kimmich for his excellent report. It was all too brief
considering the time and effort that has gone into the special meetings and the kinds of discussions we have had
over the summer. We all worked very, very hard and I want to congratulate not only the Interim Chancellor, but the
Interim Deputy Chancellor and the Vice Chancellors, and our legal counsel. We have all been working feverishly to
do the best we could to get improved strategies in position and I have to congratulate the presidents who on their
own have found ways to expand, for example, College Now so that by next year community colleges will have that
wonderful program. I think that is a really big plus. It is very reassuring to me about how we are going, the direction
we have taken and the success we are having even against difficult odds to get the message across and get good
things going. And I think that is happening. So, I want to thank you again for all the hard work that has gone into
this. The budget change that the Chancellor mentioned is especially interesting and exciting because, for the first
time, we are trying new strategies and if it works we will have a much better handle on things in terms of distributing
funds next time around and for the next few years. So, thank you all very much.
Upon motions duly made, seconded and carried, the following resolutions were adopted: (Calendar Nos. 1 through 7)

**NO. 1. UNIVERSITY REPORT: RESOLVED,** That the University Report for September 28, 1998, (including Addendum Items) be approved:

(a) **ERRATA:** Add the following:

**THE CENTRAL OFFICE**

P. B-2  RETIREMENT AND SOCIAL SECURITY LAW (RSSL) SECTION 211 WAIVER REQUEST - (FULL-TIME EMPLOYEES): The effective dates for the entry for Jose Elique are revised to read "7/1/98-8/30/00." The effective dates for the entry for Martin Roddini are revised to read "8/30/98-8/29/00."

**THE CITY COLLEGE**

Pp. B-4-5  APPOINTMENT OF HEO SERIES PERSONNEL WITH NO PRIOR SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The entry for James McGovern is withdrawn and hereby reentered under the heading APPOINTMENT OF HEO SERIES PERSONNEL WITH PRIOR FULL-TIME HEO SERIES SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH). The salary rate for Claude E. Braithwaite is revised to read $52,213.

**HUNTER COLLEGE**

Pp. B-1-2  APPOINTMENT OF PROFESSORIATE STAFF (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS): The entries for Nari C. Ward and Marcia K. Knoll are withdrawn and hereby reentered under the heading APPOINTMENT OF ANNUAL INSTRUCTIONAL STAFF MEMBERS WITH EQUIVALENCIES (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH). The last name of Vanya Jenab-Quinones is revised to read "Quinones-Jenab."

P. B-10  APPOINTMENT OF HEO SERIES PERSONNEL WITH PRIOR FULL-TIME HEO SERIES SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The entry for Dawn Klimovich is withdrawn. The entry for Alison M. Rice is withdrawn.

**QUEENS COLLEGE**

P. B-6  APPOINTMENT OF HEO SERIES PERSONNEL WITH NO PRIOR SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The entry for Anthony Genosa is withdrawn and hereby reentered under the heading REAPPOINTMENT WITHOUT TENURE, CCE, OR 13.3.B (ANNUAL).

P. B-10  APPOINTMENT OF HEO SERIES PERSONNEL WITH PRIOR FULL-TIME HEO SERIES SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): Add "SW" at the end of the entry for Dennis V. Paoli.

**LEHMAN COLLEGE**

P. B-4  APPOINTMENT OF HEO SERIES PERSONNEL WITH PRIOR FULL-TIME HEO SERIES SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): Add "SW" at the end of the entry for Steven M. Wyckoff.
BARUCH COLLEGE
P. B-3 APPOINTMENT OF PROFESSORIATE STAFF (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS): The entry for Eugene M. Salorio is withdrawn and hereby reentered under the heading APPOINTMENT OF ANNUAL INSTRUCTIONAL STAFF MEMBERS WITH EQUIVALENCIES (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH).

BOROUGH OF MANHATTAN COMMUNITY COLLEGE
P. B-1 APPOINTMENT OF PROFESSORIATE STAFF (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS): The entries for Yi Han and Anthony Portafoglio are withdrawn and hereby reentered under the heading APPOINTMENT OF ANNUAL INSTRUCTIONAL STAFF MEMBERS WITH EQUIVALENCIES (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH).

NEW YORK CITY TECHNICAL COLLEGE
P. B-3 APPOINTMENT OF HEO SERIES PERSONNEL WITH NO PRIOR SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The entry for Manuel D. Ayala is withdrawn and hereby reentered under the heading REAPPOINTMENT WITHOUT TENURE, CCE, OR 13.3.B (ANNUAL).

HOSTOS COMMUNITY COLLEGE
P. B-3 APPOINTMENT OF HEO SERIES PERSONNEL WITH NO PRIOR SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The entries for David L. Hadaller and Juan Lacay are withdrawn.

P. B-4 APPOINTMENT OF HEO SERIES PERSONNEL WITH PRIOR FULL-TIME HEO SERIES SERVICE (AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The functional title for Carlos L. Hargraves is revised to read "Community and Governmental Relations Liaison."

P. B-5 PROMOTION IN COLLEGE LABORATORY TECHNICIAN SERIES: The entries for Carmen Clement and Ramon Tejeda are withdrawn.

(b) ADDENDUM: Revise the following:

D 2 BROOKLYN COLLEGE - ADMINISTRATIVE DESIGNATION WITH COMMITTEE APPROVAL (EXECUTIVE COMPENSATION PLAN - AFFIRMATIVE ACTION REPORT ON FILE EXCEPT ACTING APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH): The functional title for Barbara Taylor is revised to read "Vice President for Institutional Advancement."

D 10 THE COLLEGE OF STATEN ISLAND - CHANGE IN SALARY OF EXECUTIVE COMPENSATION PLAN PERSONNEL: The previous salary rate for John Hudacs is revised to read $104,535.

D 17 BROOKLYN COLLEGE - REAPPOINTMENT: The heading is revised to read "BROOKLYN COLLEGE - REAPPOINTMENT WITHOUT TENURE, CCE, OR 13.3.B (ANNUAL)."

D 18 BROOKLYN COLLEGE - REAPPOINTMENT WITHOUT TENURE, CCE, OR 13.3.B (ANNUAL): The heading is revised to read "THE GRADUATE SCHOOL AND UNIVERSITY CENTER - APPOINTMENT OF PROFESSORIATE STAFF (AFFIRMATIVE ACTION REPORT ON FILE
EXCEPT ACTING, VISITING AND SUBSTITUTE APPOINTMENTS) (SW INDICATES WAIVER OF SEARCH)."

NO. 2. CHANCELLOR'S REPORT: RESOLVED, That the Chancellor's Report for September 28, 1998, (including Addendum items) be approved:

(a) ERRATA: Add the following:

KINGSBOROUGH COMMUNITY COLLEGE

(b) ERRATA: Revise the following:

PART A: ACADEMIC MATTERS: The entry for Hunter College is revised to read "Queens College."

NO. 3. APPROVAL OF MINUTES: RESOLVED, That the minutes of the regular Board meeting and the Executive Session of June 22, 1998 be approved:

NO. 4. COMMITTEE ON FISCAL AFFAIRS: RESOLVED, That the following items be approved:

A. BOROUGH OF MANHATTAN COMMUNITY COLLEGE - COMPAQ DESKTOP WORKSTATIONS:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Borough of Manhattan Community College to purchase Compaq desktop computers from Compaq Computer Corporation under existing General Services Administration Contract No. GS-35F4544G, pursuant to law and University regulations. Such purchase shall not exceed a total estimated cost of $700,000, chargeable to FAS Code 2-22001-309, during the fiscal year ending June 30, 1999.

EXPLANATION: The College will purchase 538 personal computers for new laboratories and offices in the newly renovated Fiterman Hall. The equipment will be used as faculty and staff desktops, instructional laboratory devices, classroom tools, and multimedia PCs for the Virtual Library. The Virtual Library will be a 400 networked workstation facility where students will be able to conduct research using digital resources. These personal computers will connect via Ethernet and ATM switched technology to an ATM backbone and the Virtual Library personal computers will be enabled for high bandwidth video and Internet applications. This resolution has been reviewed and approved by the University Dean for Instructional Technology and Information Services.

B. BOROUGH OF MANHATTAN COMMUNITY COLLEGE - NETWORK SWITCHES:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Borough of Manhattan Community College to purchase Asynchronous Transmission Mode [ATM] and Ethernet Lan switches from IBM Corporation under existing New York State Contract No. P-006142, pursuant to law and University regulations. Such purchase shall not exceed a total estimated cost of $564,000, chargeable to FAS Code 2-22001-309, during the fiscal year ending June 30, 1999.

EXPLANATION: In the Spring of 1998, BMCC installed Category 5 cables in 153 classrooms and laboratories at the 199 Chambers Street Campus. In order to provide network connectivity to the 155 M-bit second ATM fiber backbone, BMCC will purchase ATM and 10/100 Ethernet Lab switches and appropriate uplinks from IBM. This configuration will enable BMCC's students and faculty to connect to campus-based Intranet servers and also access the Internet for instructional purposes. This resolution has been reviewed and approved by the University Dean for Instructional Technology and Information Services.
C. QUEENSBOROUGH COMMUNITY COLLEGE - INFORMATION TECHNOLOGY:

RESOLVED, That the Board of Trustees of The City University of New York authorize Queensborough Community College to purchase personal computers from Government Computer Sales, Inc. under existing State of New York Contract Number PT061 pursuant to law and University regulations. Such purchase shall not exceed a total estimated cost of $375,900 chargeable to Capital Budget No. HN206; and be it further

RESOLVED, That the Director of the New York City Office of Management and Budget be requested to approve the funding necessary to award this contract.

EXPLANATION: Queensborough Community College has been systematically and prudently working toward integrating its computing and information technology to enhance and improve service to students, faculty, and staff. This phase of the College Information Technology Plan will provide 200 personal computers for faculty offices for connection to e-mail and the Internet. This resolution has been reviewed and approved by the University Dean for Instructional Technology and Information Services.

D. QUEENSBOROUGH COMMUNITY COLLEGE - CONSOLIDATED SERVER:

RESOLVED, That the Board of Trustees of The City University of New York authorize Queensborough Community College to purchase a consolidated server from Dunn Computer Corporation, under existing General Services Administration Contract Number GS-35F-3266D, pursuant to law and University regulations. Such purchase shall not exceed a total estimated cost of $150,000, chargeable to City Capital Budget during the fiscal year ending June 30, 1999; and be it further

RESOLVED, That the Director of the New York City Office of Management and Budget be requested to approve the funding necessary to award this contract.

EXPLANATION: The ChatCom consolidated server will facilitate cost-effective clustering of integrated server systems for the College's network applications and data, including e-mail servers, mainframe gateways, print servers, and web servers. Consolidated clustered server technology facilitates network management, monitoring, and support; in addition, it reduces personnel costs associated with administration, maintenance, and troubleshooting of multiple separate stand alone servers. This resolution has been reviewed and approved by the University Dean for Instructional Technology and Information Services.

E. THE CITY UNIVERSITY OF NEW YORK - HAZARDOUS WASTE REMOVAL:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute a contract on behalf of the University Contracting Office to purchase removal of hazardous waste. The contract shall be awarded to the lowest responsive and responsible bidder after public advertisement and sealed bidding by the University Contracting Office pursuant to law and University regulations. Such purchase shall not exceed a total cost of $350,000 for the initial one-year term, chargeable to the appropriate colleges' FAS Codes during the fiscal year ending June 30, 1999. The contract shall include up to four one-year options for the University to renew in its best interest. The contract shall be subject to approval as to form by the University Office of General Counsel.

EXPLANATION: This action will permit the colleges to remove hazardous waste in compliance with federal, State and local laws and statutes.

F. THE CITY UNIVERSITY OF NEW YORK - VEHICLE LIABILITY INSURANCE:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute a contract on behalf of the University Contracting Office to purchase vehicle liability insurance. The contract shall be awarded to the lowest responsive and responsible bidder after public advertisement and sealed bidding by the University Contracting Office pursuant to law and University regulations. Such purchase shall not exceed a total
cost of $300,000 for the initial one-year term, chargeable to the appropriate colleges' FAS Codes during the fiscal
year ending June 30, 1999. The contract shall include up to four one-year options for the University to renew in its
best interest. The contract shall be subject to approval as to form by the University Office of General Counsel.

EXPLANATION: This action will permit the University to continue to purchase a single policy to cover all the
vehicles owned and operated by both senior and community colleges.

G. NEW YORK CITY TECHNICAL COLLEGE - VOORHEES ENDOWMENT FUND:

RESOLVED, That the Board of Trustees of The City University of New York authorize the expenditure of a sum not
to exceed $300,000 of income from the Voorhees Endowment Fund, for the purchase of educational supplies and
equipment to support the technical and industrial programs of New York City Technical College during the fiscal year
ending June 30, 1999.

EXPLANATION: In accordance with the terms of the Voorhees Endowment Fund, the College proposes to use
$300,000 for the following purposes: Supplies and Equipment for Technical and Industrial Programs ($125,000),
Library Acquisitions ($75,000), Technology Improvements ($75,000), and Recruitment Materials for Technical and
Industrial Programs ($25,000).

NO. 5. COMMITTEE ON ACADEMIC POLICY, PROGRAM, AND RESEARCH: RESOLVED, That the
following items be approved:

A. NEW YORK CITY TECHNICAL COLLEGE - BACHELOR OF TECHNOLOGY - COMPUTER SYSTEMS:

RESOLVED, That the program in Computer Systems leading to the Bachelor of Technology degree to be offered at
New York City Technical College be approved, effective January, 1999, subject to financial ability.

EXPLANATION: Since 1970, New York City Technical College has successfully prepared graduates with associate
degrees for entry level positions in the computer field. The associate degree programs provide a strong foundation
in computer programming, business computer system design, and microprocessor business systems. However, the
rapidly changing field of Information Technology continually reshapes the ways in which computers are used to
acquire, process, and utilize information. This has created a tremendous need for individuals who can understand,
apply, and manage the computer technology being used today, as well as what will be needed tomorrow. Thus, the
purpose of the proposed program is to provide graduates with advanced knowledge and skills needed to function in
emerging technical fields, including a solid foundation in scientific and mathematical theory, as well as in
communication, problem-solving, and critical thinking skills. The program is designed to prepare graduates for
positions as systems analysts, project managers, systems administrators, senior programmers, client/server
specialists, LAN managers, and technology specialists.

Articulation agreements are in place with Borough of Manhattan Community College, Kingsborough Community
College, LaGuardia Community College, and Queensborough Community College to allow graduates from related
A.A.S. programs at those colleges the opportunity for a seamless transfer of all credits to the Bachelor of
Technology program. Graduates of New York City Technical College's related A.A.S. degree programs are also
guaranteed complete transfer of all credits.

B. BARUCH COLLEGE - MASTER OF ARTS - BUSINESS JOURNALISM:

RESOLVED, That the program in Business Journalism leading to the Master of Arts degree to be offered at Baruch
College be approved effective, January, 1999, subject to financial ability.

EXPLANATION: The proposed program is designed for students to develop a specialized knowledge of business,
finance, and economics while at the same time provide an opportunity to sharpen their reporting, writing, and
technical skills so they will be prepared to work in the field of Business Journalism.
Business Journalism is the fastest growing field within journalism. Even as television networks and independent stations downsize their news departments and newspapers consolidate general reporting staffs, Business Journalism is expanding. CNN-FN now employs more than 300 business journalists. According to Jonathan Lansen, a business columnist with the Orange County Register, the number of business journalism jobs has increased by at least 5,000 in the last decade.

The proposed program builds upon Baruch's successful undergraduate programs in journalism and Baruch College is an ideal site for the development of a masters program in Business Journalism. Baruch is home to experts in economics, finance, entrepreneurship, trade policy, real estate, health care policy, and all the other areas on which the business journalist must focus. At the same time, the Weissman School of Arts and Sciences contributes to an environment in which students can hone critical and analytical skills, as well as enhance their knowledge of new electronic media techniques.

Report of Committee Chairperson Ruiz: As Chair of the Committee on Academic Policy, Program, and Research, I would like to thank the Chancellor, the Vice Chancellors, the Deputy Chancellor and all the Trustees. I think the budget process is a very exciting one. I think certainly it is a comprehensive one where Academic and Fiscal are working together and one not driving the other, but working jointly to see where we should focus our budget request as it relates to the vision we have for the future. So I really am excited about that process and I would like to thank you, Madam Chair, and the Vice Chair and all those concerned.

NO. 6. COMMITTEE ON FACULTY, STAFF, AND ADMINISTRATION: RESOLVED, That the following items be approved:

A. AMENDMENTS TO THE BYLAWS OF THE BOARD OF TRUSTEES:

RESOLVED, That the following Bylaw amendments, with respect to the titles of Medical Lecturer and Adjunct Medical Lecturer at The Sophie Davis School of Biomedical Education of The City College be adopted:

RESOLVED, That Section 6.1 of the Bylaws be amended to read:

Section 6.1. INSTRUCTIONAL STAFF. The instructional staff shall consist of the persons employed in the following titles:

Chancellor
Deputy Chancellor
Sr. vice chancellor for facilities, planning, construction, and management
Vice chancellor
University administrator
University associate administrator
University assistant administrator
President
Vice president
Assistant vice president
University dean
University associate dean
University assistant dean
Dean
Associate dean
Assistant dean
Administrator
Associate administrator
Assistant administrator
Distinguished professor

Visiting professor
Visiting associate professor
Visiting assistant professor
Adjunct professor
Adjunct associate professor
Adjunct assistant professor
Adjunct lecturer
Lecturer (full-time)
Lecturer (part-time)
Instructor
Instructor (nursing science)
Research associate
Research assistant
Clinical assistant
Senior registrar
Registrar
Associate registrar
Assistant registrar
and in the hunter college elementary school and  
hunter college high school

Principal  
Chairperson of department  
Teacher  
Assistant teacher

and in the childhood centers  
Teacher  
Assistant teacher

and be it further

RESOLVED, That section 6.4.c. of the Bylaws be amended to read:

c. Persons who have been employed and have served as teachers or counselors for five full years  
and who are reappointed for a sixth full year of continuous full-time service in the title of lecturer (full-time) or medical lecturer shall be granted an administrative certificate of continuous employment.

Where an appointee begins his/her service at any time after September thirtieth, the time toward the award of an administrative certificate of continuous employment shall not start to accrue until the first of September following the appointment, except that an appointment made during the month of September shall be deemed to be an appointment as of September first of that year for purposes of an administrative certificate of continuous employment.

and be it further

RESOLVED, That section 6.5. of the bylaws be amended to read:
Section 6.5. APPOINTMENTS WITHOUT TENURE.

Nothing contained in this article shall be construed as conferring or permitting tenure, or service credit towards the achievement of tenure in the positions of chancellor, deputy chancellor, sr. vice chancellor for facilities, planning, construction, and management, vice chancellor, deputy vice chancellor for management and budget, university administrator, university associate administrator, university assistant administrator, president, vice president, assistant vice president, university dean, university associate dean, university assistant dean, dean, associate dean, assistant dean, administrator, associate administrator, assistant administrator, director of campus schools, department chairperson, chief librarian, principal, supervisor, distinguished professor, medical lecturer, adjunct medical professor (basic sciences), adjunct associate medical professor (basic sciences), adjunct assistant medical professor (basic sciences), adjunct medical professor (clinical), adjunct associate medical professor (clinical), adjunct assistant medical professor (clinical), adjunct medical lecturer, visiting professor, visiting associate professor, visiting assistant professor, adjunct professor, adjunct associate professor, adjunct assistant professor, adjunct lecturer, higher education officer, higher education associate, higher education assistant, assistant to higher education officer, higher education intern, research associate, research assistant, clinical assistant, lecturer (full-time), lecturer (part-time), instructor appointed after October 1, 1968, business manager, assistant business manager, assistant to business manager, continuing education teacher, all positions in the early childhood centers programs, or any other instructional positions not included on the permanent instructional staff, except that prior service as a full-time lecturer or lecturer (full-time) may be considered toward the award of tenure to persons in a title on the permanent instructional staff. Appointment to any such non-tenure-bearing position, or removal therefrom, however, shall not deprive the person so appointed or removed of tenure in the highest position on the staff held with tenure prior to his/her appointment to such office, or conjointly with such office, nor shall such appointment or removal deprive any person of service credit toward the achievement of tenure under the provisions of this article. All persons appointed chancellor, deputy chancellor, president, sr. vice chancellor for facilities, planning, construction, and management, vice chancellor, deputy vice chancellor for management and budget, vice president, university dean, university associate dean, university assistant dean, dean, associate dean, assistant dean, director of campus schools, or principal, if not already appointed to a position on the permanent instructional staff, may be appointed to an instructional position.

and be it further

RESOLVED, That Section 11.41 be renumbered to be Section 11.43 and that Section 11.41, as renumbered, is hereby amended as follows:

Section 11.41. MEDICAL LECTURER.

A. Position Definition: As a member of the faculty of the Sophie Davis School of Biomedical Education of The City College, a medical lecturer shall perform teaching, a variety of clinical and administrative duties and related faculty duties on a full-time basis.

B. Qualifications: For appointment as a medical lecturer, a person must possess a baccalaureate degree and appropriate professional licensure, registration, certification or such other qualifications as may be necessary for the satisfactory performance of his/her instructional and administrative functions.

and be it further

RESOLVED, That a new Section 11.42 be added as follows:

Section 11.42. ADJUNCT MEDICAL LECTURER.

A. Position Definition: Persons employed in this adjunct title shall be assigned to teach and to perform the other duties of a medical lecturer on a part-time basis.
B. Qualifications: For appointment as an adjunct medical lecturer, a person must have those qualifications or professional achievement and training comparable to medical lecturers appointed through the regular channels of the colleges or university.

EXPLANATION: Pursuant to these resolutions, the Board of Trustees would create the title of medical lecturer. This title would not carry tenure, but incumbents would be eligible for a certificate of continuous employment on the same basis as lecturers (full-time). The initial salary range for this title would be $45,000 to $70,000.

The primary purpose of this new title is to staff the physician assistants program of The Sophie Davis School of Biomedical Education of The City College. Physician assistants are needed to coordinate and monitor students throughout the didactic and clinical phase of the program. The functions of a medical lecturer would include: the development, coordination and monitoring of course schedules, identifying students' academic problems, and providing academic counseling, working closely with local institutions to establish and/or maintain clinical rotations at those institutions, developing rules and regulations for students on rotation, curriculum design, implementation and review, teaching in respective specialty, participation in educational research efforts, development of appropriate instructional techniques and test construction, assignment and orientation of students to clinical rotations in hospitals, clinics, and private practitioners' offices, monitoring ongoing clinical rotations, including making regular visitations to all sites, meeting regularly with students and preceptors to ensure continuous supervision, evaluation of students' written clinical reports and papers, assisting in programmatic recruitment and admissions projects, assisting in the interviewing and selection of new students, and participation in panel discussions, conferences and other speaking engagements.

The Sophie Davis School of Biomedical Education of The City College currently hires physician assistants in Higher Education Officer series titles to perform these functions. The Commission on Accreditation of Allied Health Education Programs recommended that physician assistants working in the program have academic appointments. Creation of the title of medical lecturer will permit The Sophie Davis School to recruit and compensate physician assistants in a title and at a salary appropriate to their functions. Nationwide, 83% of physician assistants faculty have academic appointments.

Note: Matter underlined is new.

B. AMENDMENTS TO THE BYLAWS OF THE BOARD OF TRUSTEES:

RESOLVED, That the following Bylaw amendments, with respect to Mount Sinai School of Medicine be adopted:

RESOLVED, That Section 4.1 of the Bylaws of the Board, on The Council of Presidents, be amended as follows:

Section 4.1 THE COUNCIL OF PRESIDENTS.

There shall be a council of presidents composed of the chancellor, as its permanent chairperson, the deputy chancellor, and the presidents of the several colleges [and the president of the Mount Sinai School of Medicine].

and be it further

RESOLVED, That this amendment shall be effective July 1, 1999.

Note: Matter underlined is new; matter in brackets is deleted.

EXPLANATION: The affiliation agreement between The City University of New York and the Mount Sinai School of Medicine will terminate effective July 1, 1999. This amendment to Section 4.1 of the Bylaws of the Board of Trustees removes the president of the Mount Sinai School of Medicine from the Council of Presidents.
C. THE CITY COLLEGE - REVISION OF ACADEMIC (GOVERNANCE) ORGANIZATION:

WHEREAS, The City College has proposed to move its School of Education into its College of Liberal Arts and Sciences (CLAS), and within CLAS to combine the Division of Humanities and Division of Arts into a Division of Humanities and Arts, thereby continuing to have the CLAS consist of four academic/divisional units, namely Education, Humanities and Arts, Sciences, and Social Sciences; and

WHEREAS, This reorganization is proposed to facilitate greater curricular integration between the School of Education and CLAS as part of a comprehensive plan to improve student performance on the New York State Teacher Certification Examinations; it is hereby

RESOLVED, That the basic academic organization of The City College shall be composed of seven academic units (schools/divisions) as follows:

1. School of Architecture;
2. School of Engineering;
3. Sophie Davis School of Biomedical Education;

and within the College of Liberal Arts and Sciences:

4. School of Education;
5. Division of Humanities and Arts;
6. Division of Sciences;
7. Division of Social Sciences;

and be it further

RESOLVED, That each of these seven academic units (schools/divisions) shall have its own Dean, Faculty and/or Faculty Council; and Personnel and Budget Committee; and the Dean of each of these academic units, together with the Academic Vice President, shall comprise the voting members on the Review Committee, which is the College-wide Personnel and Budget Committee of The City College; and be it further

RESOLVED, That this academic reorganization shall be effective January 1, 1999, and shall supersede any inconsistent provisions in Articles VIII and IX of the Board Bylaws and the Governance Plan of The City College.

EXPLANATION: This reorganization of the academic structure of The City College is recommended by the College President and has been approved by the College's Faculty Senate. The movement of the School of Education into the College of Liberal Arts and Sciences (CLAS) will facilitate closer interaction between the faculty of the School of Education and the faculty of CLAS. While the School of Education will retain its own personnel and budget committee, its faculty will be voting members of the Faculty Council of CLAS and shall be eligible to serve on all committees of the CLAS Faculty Council. The School of Education as a result will participate in determining the composition of the general education (Core) program of CLAS and will have the same Core requirements as the other CLAS divisions. There is a need for greater interaction between the faculty of the School of Education and the faculty of CLAS. These proposed governance changes will foster closer interaction. The combining of the Division of the Humanities with the Division of Arts into one Division of the Humanities and Arts within CLAS is actually a restoration of this academic unit which was divided in 1984. The administration, faculty, and students are in the final stages of working on a revision of the College's Governance Plan which will now also incorporate the changes in this resolution. Trustee Ronald J. Marino voted NO. Trustee Md. Mizanor R. Biswas abstained.
D. QUEENS COLLEGE - AMENDMENTS TO THE GOVERNANCE PLAN:

RESOLVED, That the following amendments to Sections II(A) and X(A)(2) of the Queens College Academic Senate Charter (Governance Plan) be approved:

Section II(A) regarding the faculty composition of the Academic Senate is amended to read as follows:

A. Faculty - 60

1. Each academic department shall elect one (1) Senator.

2. The balance of the 60 faculty Senator seats shall be divided as follows:

   a) Six (6) faculty Senators elected at-large from the Division of the Arts.
   b) Six (6) faculty Senators elected at-large from the Division of Social Sciences.
   c) Six (6) faculty Senators elected at-large from the Division of Mathematics and the Natural Sciences.
   d) Three (3) faculty Senators elected at-large from the Division of Education.
   e) The remaining faculty Senators shall be elected at-large, College-wide.

Section X(A) regarding the composition of search committees for academic deans is amended to read as follows:

Academic (full) Deans shall be nominated in the following manner:

A. The Academic Senate will elect a Search Committee consisting of five full-time faculty members and five students who are members of or majors in the departments or divisions to be included within the constituency for which the dean being sought will be responsible. Students elected to Academic Senate Search Committees as representatives from the Division of Education may be either co-majors in Elementary and Early Childhood Education or minors in Secondary Education and Youth Services, or be matriculated in a graduate program in the Division.

1. The Academic Senate shall elect an additional faculty member and an additional student, who are members of or majors in the Division of Education, to serve on the Search Committees for the Deans of Arts, Social Sciences, and Mathematics and Natural Sciences.

2. The Academic Senate shall elect an additional faculty member and an additional student, who are not members of or majors in the Division of Education, to serve on the Search Committee for the Dean of Education.

Note: See Appendix E

EXPLANATION: These amendments to the Queens College Governance Plan have been approved by the Queens College Academic Senate and are recommended by the College President. The School of Education (composed of the Departments of Educational and Community Programs; Elementary and Early Childhood Education; and Secondary Education and Youth Services) has been part of the Division of Social Sciences for governance purposes, even though it has been treated as a separate budgetary unit. The School of Education will now be a separate fourth academic administrative division of Queens College, in addition to the Divisions of the Arts, Social Sciences, and Mathematics and Natural Sciences. These amendments to the Governance Plan are necessary to implement the establishment of the School of Education as the fourth division. Although there are no divisional personnel and budget committees at Queens College, on the College-wide Personnel and Budget Committee there are subcommittees for each of the divisions.

The Academic Senate of Queens College is composed of 90 voting senators, with 60 faculty senators and 30 student senators. The first amendment will grant the new Division of Education three at-large seats, without
affecting the number of at-large seats provided to the other divisions, or the total number of faculty seats. The second amendment provides for faculty and student representatives from the Division of Education to serve on the search committees for deans of the other three divisions, while also providing for one faculty and student representative from the other three divisions to serve on the search committee for the Dean of Education. This will increase the number of members on each search committee from 10 to 12, with equal numbers of faculty and students.

E. MEDGAR EVERS COLLEGE - THE ESTABLISHMENT OF THE DR. BETTY SHABAZZ CHAIR:

RESOLVED, That the Board of Trustees of The City University of New York approve the establishment of the Dr. Betty Shabazz Chair at Medgar Evers College of The City University of New York.

EXPLANATION: The New York State Legislature has appropriated $200,000 for the 1998-99 fiscal year for the purpose of supporting a Chair in memory of Dr. Betty Shabazz, the late human rights activist and former member of the faculty and administration of the College. The College has been advised that the Legislature has committed to support the Chair on an annual basis. It is intended that the position will be filled annually on a rotating basis and effort will be made by the College to secure additional support. Appointments to the Betty Shabazz Chair will be recommended to the Board of Trustees by the President of the College in consultation with the Chancellor's Office.

F. THE CITY UNIVERSITY OF NEW YORK - MODIFICATION OF SALARY SUPPLEMENTS AND TITLES FOR REM POSITIONS:

RESOLVED, That the current salary schedule and titles for remuneration above base salary (salary supplements) be modified, effective September 1, 1998, in order to establish a range in the REM schedule for the excluded titles indicated below:

<table>
<thead>
<tr>
<th>Title</th>
<th>REM Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>University Assistant Dean</td>
<td>$4,260 - $14,700</td>
</tr>
<tr>
<td>University Assistant Administrator</td>
<td></td>
</tr>
<tr>
<td>Assistant Dean</td>
<td>$3,834 - $13,231</td>
</tr>
<tr>
<td>Assistant Administrator</td>
<td></td>
</tr>
</tbody>
</table>

EXPLANATION: The current title and salary of staff receiving salary supplements (REM) is as follows: University Assistant Dean "A" and University Administrator "A", $8,522; University Assistant Dean "B" and University Assistant Administrator "B", $4,260; Assistant Dean "A" and Assistant Administrator "A", $7,670; and Assistant Dean "B" and Assistant Administrator "B", $3,834. The salary of staff in these titles is composed of a base salary in the instructional title to which the person is appointed and the salary supplement which is added to the base salary in recognition of the responsibilities of these excluded management positions. The current salary supplements which became effective on September 1, 1988, were adopted by the Board of Trustees at its October 26, 1987 meeting. The new salary (supplement) range provides maximum flexibility in awarding a salary supplement and reflects inflationary increases in the metropolitan area during the past ten years.

G. VISITING DISTINGUISHED PROFESSOR: RESOLVED, That the following be designated Visiting Distinguished Professors in the department, and the college, and for the effective dates indicated, with compensation of $20,000 per annum in addition to their regular academic salary, subject to financial ability:

<table>
<thead>
<tr>
<th>COLLEGE</th>
<th>NAME</th>
<th>DEPARTMENT</th>
<th>EFFECTIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The City College</td>
<td>Dress, Andreas</td>
<td>Chemical Engineering</td>
<td>September 1, 1998</td>
</tr>
<tr>
<td>Hunter College</td>
<td>Tharp, Twyla</td>
<td>Music (Dance Program)</td>
<td>September 1, 1998</td>
</tr>
</tbody>
</table>
H. THE CITY UNIVERSITY OF NEW YORK - ESTABLISHMENT OF THE OPEN PERIOD FOR THE 1998 EARLY RETIREMENT INCENTIVE:

WHEREAS, The Board of Trustees on June 22, 1998 passed a resolution authorizing participation by the senior and community colleges of The City University of New York in the 1998 Early Retirement Incentive Program enacted into law by Chapter 47 of the Laws of 1998; and

WHEREAS, The Board of Trustees authorized the Chancellor to implement said program pursuant to Chapter 47 of the Laws of 1998 and within the time frame beginning November 1, 1998 and January 31, 1999; therefore, be it

RESOLVED, That the open period for "college faculty" as defined by Chapter 47 of the Laws of 1998, commence on November 3, 1998 and conclude on January 31, 1999; and be it further

RESOLVED, That the open period for eligible employees other than "college faculty" commence on November 3, 1998 and conclude on December 31, 1998.

EXPLANATION: The legislation granting the University the opportunity to participate in the State's Early Retirement Incentive Program (ERI) prescribes that the open period cannot exceed 90 days in length and further prescribes that for "college faculty" (instructional staff) said period must end no later than January 31, 1999, while for other eligible employees said period must end no later than December 31, 1998.

Pursuant to action taken by the Board of Trustees on June 25, 1984 (Cal. No. 6.R.), approval of the following resolutions were reported to the Board and certification of such approval is on file in the Office of the Secretary of the Board.

I. CUNY/PSC AGREEMENT 1996-2000:

RESOLVED, That the collective bargaining agreement, the supplementary agreement covering Continuing Education, and the supplementary agreement covering Educational Opportunity Centers, between The City University of New York and the Professional Staff Congress/CUNY for the period February 1, 1996 through July 31, 2000 are hereby approved; and be it further

RESOLVED, That the Chancellor is hereby authorized and directed to execute the collective bargaining agreement, the supplementary agreement covering Continuing Education, and the supplementary agreement covering the Educational Opportunity Centers.

Note: See Appendix F


(Approved by Anne A. Paolucci (8/31/98), Herman Badillo (8/31/98), James P. Murphy (8/31/98), and George J. Rios (8/31/98)).

J. CUNY/CLASSIFIED STAFF AGREEMENT 1996-2000:

RESOLVED, That the collective bargaining agreements between The City University of New York and the Classified Staff White and Blue Collar coalition for the period January 1, 1996 through June 30, 2000 are hereby approved; and be it further

RESOLVED, That the Chancellor is hereby authorized and directed to execute the collective bargaining agreements.

Note: See Appendix G
Board of Trustees Minutes of Proceedings, September 28, 1998


(Approved by Anne A. Paolucci (8/31/98), Herman Badillo (8/31/98), James P. Murphy (8/31/98), and George J. Rios (8/31/98)).

NO. 7. COMMITTEE ON FACILITIES, PLANNING, AND MANAGEMENT: RESOLVED, That the following items be approved:

A. BROOKLYN COLLEGE - REHABILITATION OF THE WHITMAN AND GERSHWIN THEATERS:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute a contract with the firm of OMNI Architects, P. C., for architectural and engineering services for the design and supervision of construction to rehabilitate the Whitman and Gershwin Theaters at Brooklyn College, CUNY Project No. BY066-798. The contract cost of $308,508 shall be chargeable to Capital Project No. HNC005. The contract shall be subject to approval as to form by the University Office of General Counsel; and be it further

RESOLVED, That the Director of the New York City Office of Management and Budget be requested to approve the funding necessary to award this contract.

EXPLANATION: This project will rehabilitate the interiors of the Whitman and Gershwin Theaters in Brooklyn College, to provide a suitable environment for teaching and performing.

The proposed firm was selected in accordance with law and the procedures established by the University.

B. BROOKLYN COLLEGE - DESIGN AND CONSTRUCTION OF A CENTRAL CHILLED WATER PLANT:

RESOLVED, That the Board of Trustees of The City University of New York authorize the acquisition by The City University of a 9600-ton central chilled water plant to be designed and constructed on the Brooklyn College campus by Con Edison Solutions (the "Design-Builder") for a project cost of $22,285,000 pursuant to a turn-key arrangement with the Design-Builder whereby the Dormitory Authority of the State of New York will make an initial down-payment to the Design-Builder with City University System bonded capital moneys and, subject to an executory clause, the University will finance the balance of the design and construction costs over a 25-year period with Brooklyn College's operating budget moneys based on energy and other operating savings generated by the new central chiller plant; and be it further

RESOLVED, That the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute and deliver a design-build agreement and memorandum of understanding by and among The City University of New York, the Dormitory Authority of the State of New York, and the Design-Builder, and every other agreement, instrument or other document to effect the central chiller project, including, without limitation, any agreements or instruments related to the financing of the acquisition of the central chiller and the achievement of optimal energy cost-avoidance and energy savings, with the approval of the General Counsel and Vice Chancellor for Legal Affairs; and be it further

RESOLVED, That the Board of Trustees of The City University of New York authorize the following officers to examine any statement contained in any official statement, offering document or similar disclosure material relating to the financing for the central chiller plant in both preliminary and final forms, and at least three such officers are authorized to execute a certificate on behalf of The City University stating, in substance, that the information contained in any such official statement, offering document or disclosure material relating to The City University, including its Board of Trustees and constituent colleges, is true and correct and does not fail to state any material fact necessary in order to make such information, in the light of the circumstances under which it is presented, not misleading, and any one of such officers may execute and deliver any other certificate relating to such financing as may be required: the Chairperson, or the Vice Chairperson, and any two of the following: the Chancellor, the
Deputy Chancellor, the Vice Chancellor for Budget, Finance and Information Services, and the Vice Chancellor for Facilities Planning, Construction and Management; and be it further

RESOLVED, That the City University Construction Fund is hereby requested to authorize the Dormitory Authority to make the initial down-payment for the central financing of the acquisition and achievement of optimal energy cost-savings and cost-avoidance.

EXPLANATION: The State of New York has urged all State-financed agencies and entities to make every effort to reduce energy consumption by 20% by the year 2000. To this end, The City University has been investigating and implementing energy conservation measures on all University campuses. In addition, over the past two years, the State has appropriated and the Dormitory Authority has bonded, moneys to enable the installation of energy-conserving systems on the University's senior college campuses.

In 1996, Brooklyn Union Gas and the New York Power Authority made proposals to the University to design and construct an efficient central chiller plant on the Brooklyn College campus. The idea underlying the proposals was that the new chiller plant would be so efficient that the energy savings from the chiller plant eventually would pay for the costs of designing and constructing the chiller. Although the University gave serious consideration to both of these 1996 proposals, both would require substantial cash amounts beyond the energy/operating cost-savings, thus the University concluded that it should pursue this project through a more competitive process.

Accordingly, in September, 1997, the University, in cooperation with the Dormitory Authority, initiated a request for qualifications which was followed by a request for proposals to design and construct the central chiller system at the Brooklyn College campus. Johnson Controls, Inc., was selected as the Design-Builder as a result of this competitive process because of their technical ability, low bid price, and favorable financing structure. However, they rescinded their proposal during final contract preparation since they could not comply with our specifications and retain their original price proposal. We then went to the next qualified bidder, Con Edison Solutions.

The Energy Services contract for this project will include provisions for a guarantee, detailed in item 10 of the contract and excerpted below as follows: "Developer guarantees that Owner will achieve a minimum of 85% of the anticipated operating cost savings set forth on page 1 of Exhibit E... In the event the Guarantee is not met, Developer shall have a right, at its option either to (i) at its sole cost and expense, make changes or adjustments in the equipment and/or systems so as to allow the chiller plant to achieve the Guarantee...or (ii) reimburse Owner the net present value...of the calculated shortfall in operating cost savings over the term of the Lease..."

The 1998-1999 Capital Budget Request of The City University included a request for an advance (bonded) appropriation to fund the down-payment for this project. Bonds were issued by the Dormitory Authority in an amount equal to the advance appropriation. Thus the down-payment will be paid into an escrow fund that will be used to pay construction costs according to an agreed-upon schedule. The balance of the project cost will be financed by a debt issue, the debt service for which will be paid from the energy savings and cost avoidance experienced in Brooklyn College's operating budget as a result of the project.

The City University has presented the proposed transaction to the State Division of the Budget, which has expressed its support for the proposal.

C. HERBERT H. LEHMAN COLLEGE - FIRE ALARM, SECURITY, MASTER CLOCK AND EMERGENCY GENERATION SYSTEM UPGRADE:

RESOLVED, That the Board of Trustees of The City University of New York accept the preliminary plans and cost estimate for the Fire Alarm, Security, Master Clock and Emergency Generation System Upgrade at Herbert H. Lehman College, CUNY Project No. LM049-794 as prepared by Lakhani and Jordan Engineers; and be it further

RESOLVED, That the City University Construction Fund be requested to accept such preliminary plans and cost estimate; and be it further
RESOLVED, That the City University Construction Fund be requested to authorize the Dormitory Authority of The State of New York to complete the final contract documents and bid the work.

EXPLANATION: This project will replace and upgrade certain portions of the existing campus Fire Alarm, Security and Communication systems which are over twenty years old; install a new emergency generator and associated distribution system, and construct a central communication station building for monitoring the campus safety systems. The project will provide for the installation of state-of-the-art systems to assure the safety of the students and faculty and to bring the College into compliance with the requirements of the New York City Building Department, the New York City Fire Department, and the Americans with Disabilities Act (ADA).

The Board of Trustees of the City University of New York approved the selection of the consulting engineers Lakhani and Jordan Engineers on February 5, 1996, Cal. No. 4.F.

D. HERBERT H. LEHMAN COLLEGE - STAGE FLOOR REPLACEMENT AT LOVINGER THEATRE:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute a contract on behalf of Lehman College for construction of the stage floor replacement for Lovinger Theatre. The contract shall be awarded to the lowest responsive and responsible bidder after public advertisement and sealed bidding by the College pursuant to law and University regulations. The contract shall be chargeable to Project No. CA078-096F at a cost not to exceed $110,000.00. The contract shall be subject to approval as to form by the University Office of General Counsel.

EXPLANATION: This project will provide a new stage floor to replace the existing, deteriorated, stage of the Lovinger Theatre.

E. THE CITY UNIVERSITY OF NEW YORK - CUNY-WIDE ENVIRONMENTAL CONSULTING REQUIREMENTS CONTRACT:

WHEREAS, The City University of New York requires environmental engineering services to survey, design, manage and supervise the abatement of hazardous materials, as needed in connection with various rehabilitation projects throughout the University, to be funded by the State Capital Construction Fund; and

WHEREAS, In accordance with law and procedures established by the University, the firm of URS Greiner, Inc., was selected as Primary Consultant and the firm of Professional Services Industries, Inc., was selected as Alternate Consultant, to provide such services; therefore, be it

RESOLVED, That the Board of Trustees of the City University of New York authorize the Secretary of the Board to execute a requirements contract with the firm of URS Greiner, Inc., as Primary Consultant for design and construction-related environmental engineering services according to fee schedules negotiated by the University and contained in such contract, up to a total estimated cost not to exceed $1,000,000 (one million dollars). The contract term is one year and includes up to four one-year options for the University to renew in its best interest. The contract shall be subject to approval as to form by the University Office of the General Counsel; and be it further

RESOLVED, That the Board of Trustees of the City University of New York authorize the Secretary of the Board to execute a requirements contract with the firm of Professional Services Industries, Inc., as Alternate Consultant for design and construction-related environmental engineering services according to fee schedules negotiated by the University and contained in such contract, up to a total estimated cost not to exceed $1,000,000 (one million dollars). The contract term is one year and includes up to four one-year options for the University to renew in its best interest. The contract shall be subject to approval as to form by the University Office of the General Counsel.

EXPLANATION: The City University of New York wishes to place these consultants on retainer to provide environmental engineering, industrial hygiene, and hazardous management services, on an as-needed basis, in connection with its capital construction projects at various locations throughout the University. These services include analysis and abatement design for asbestos, lead dust, lead-based paint, hydrocarbon, PCBs and radon; air,
water, and soils quality analysis; and any other services related to the evaluation and abatement of hazardous materials. It is particularly contemplated that the consultants be available for emergency abatement projects. In the event that the Primary Consultant is deemed unable for any reason, in the judgment of the University, to undertake or complete the required services, the Alternate Consultant may then be asked to undertake or complete the required services. The total expenditure contemplated for the potential five-year period is $1,000,000.

F. MEDGAR EVERS COLLEGE - LEASE OF PART OF THIRD FLOOR AT ONE METRO TECH CENTER:

RESOLVED, That the Board of Trustees of The City University of New York authorize the Secretary of the Board to execute a lease, on behalf of the Medgar Evers College, for part of the Third Floor at One MetroTech Center, Brooklyn, New York. The agreement shall be subject to approval as to form by the University Office of the General Counsel.

EXPLANATION: Medgar Evers College is presently facing a critical need for additional space. The College will use space to be rented under this proposed lease to relocate certain administrative offices now housed on campus. By relocating such functions to the new leased facility, the College will be able to provide more space on campus for desperately needed classrooms.

A proposed lease arrangement has been arrived at with the Landlord to rent approximately 25,000 square feet of space on part of the Third Floor at One MetroTech Center to the University for use by Medgar Evers College under the following conditions:

- The term of the lease will be for 10 years to start upon substantial completion of certain renovation work to be performed by the Landlord.

- The base rent for the term will be as follows:

  First Five years: $750,000 ($30.00/SF) per annum.
  Second Five Years: $825,000 ($33.00/SF) per annum.

- The landlord, at landlord cost, will provide services including, but not limited to, cleaning, heat, air conditioning and elevator service.

Upon motions duly made, seconded and carried, the Public meeting was adjourned at 5:38 P.M. to go into Executive Session.

SECRETARY GENEVIEVE MULLIN

(This is a detailed summary of the Board of Trustee's meeting. The tapes of the meeting are available in the Office of the Secretary of the Board for a period of three years.)
The absence of Trustees Cook, Crimmins, and Sohmer was excused.

E.1. JOHN JAY COLLEGE OF CRIMINAL JUSTICE - ACQUISITION OF PROPERTY:

RESOLVED, That the Board of Trustees of The City University of New York approve the acquisition for use by John Jay College of Criminal Justice of the real property and improvements thereon (all such property collectively referred to as the "New Site") that is more particularly described as Lots 1 and 5 of Block 1087, Borough of Manhattan, located directly to the west of the existing Haaren Hall facility of John Jay College.
RESOLVED, The Board of Trustees of The City University of New York authorize the Dormitory Authority of the State of New York to proceed with the acquisition of the New Site, either:

(a) through the exercise of the Dormitory Authority's eminent domain power, or

(b) through a negotiated purchase, in which event, the Dormitory Authority is further authorized to enter into a contract to purchase the New Site and to enter into such other agreements, instruments and documents as are necessary to effect such purchase, at a purchase price that does not exceed the purchase price approved by the Board; and be it further

RESOLVED, That the Board of Trustees of The City University of New York request the City University Construction Fund to approve the acquisition of the New Site for the benefit of John Jay College of Criminal Justice and to authorize the Dormitory Authority of the State of New York to proceed with the acquisition of the New Site either by exercise of the Dormitory Authority's eminent domain power or by means of a negotiated purchase, as appropriate.

EXPLANATION: John Jay College of Criminal Justice has one of the highest space deficits of the colleges within The City University system. Compounding this acute space need is the fact that North Hall, one of the two John Jay College buildings and the building that houses roughly 80% of the College's classrooms, is an old building that requires extensive upgrade and renovation to continue to serve the existing needs of the College.

Over the course of the last decade, University staff has pursued the acquisition of space to replace North Hall and accommodate the expansion needs John Jay College. The New Site has been the focus of these efforts for some time. Among the many benefits of the New Site are its ability, once developed, to provide an integrated campus to John Jay College, to enhance the safety of the students of the College by eliminating the need to cross a highly-trafficked avenue and to create a state-of-the-art facility for the expanding programs of the College. Trustee Satish K. Babbar voted NO. Trustee Richard B. Stone abstained.

Upon motions duly made, seconded and carried, the Executive Session was adjourned at 6:34 P.M.
SECTION I

The Academic Senate shall be responsible, subject to the Board of Trustees of The City University of New York, for the formulation of policy relating to the admission and retention of students, curriculum, granting of degrees, Campus Life, and the nomination of Academic (full) Deans (as outlined in Section XI). The Academic Senate shall also be responsible for and shall establish rules governing the use of the College name by organizations and clubs. It shall make its own bylaws consistent with the Bylaws of the Board of Trustees, and conduct the educational affairs customarily cared for by a college faculty.

SECTION II

The Academic Senate shall be a representative body of 90 Senators and 90 Alternates elected by faculty and students, and of those ex-officio nonvoting members designated in Section 11, paragraph F of this Charter. For the purpose of this Charter, the faculty is defined as all full-time Queens College persons in the titles of Professor, Associate Professor, Assistant Professor, Instructor, and Lecturer; students are defined as all Queens College undergraduate and graduate students.

The 90 Senators shall be apportioned as follows:

A. Faculty - 60.
   1. Each academic department shall elect one (1) Senator.
   2. The balance of the 60 faculty Senator seats shall be divided as follows:
      a) Six (6) faculty Senators elected at large from the Division of the Arts.
      b) Six (6) faculty Senators elected at large from the division of the Social Sciences.
      c) Six (6) faculty Senators elected at large from the Division of Mathematics and the Natural Sciences.
      d) Three (3) faculty Senators elected at-large from the Division of Education.
      e) The remaining faculty Senators shall be elected at large, College-wide.

B. Students - 30.
   1. Undergraduate - Twenty-seven (27) who on the record date approved by the Academic Senate have a cumulative index of at least 2.0 and are not on probation.
      (a) Seventeen (17) Day Session student Senators.
         1. Eight (8) Day Session student Senators shall be elected at large by Day Session students.
         2. Three (3) Day Session student Senators shall be elected by Day Session students from each of the following groups:
            a. lower sophomore, upper freshman, and lower freshman classes;
            b. lower junior and upper sophomore classes;
            c. upper senior, lower senior, and upper junior classes.
      (b) Six (6) Evening student Senators shall be elected at large by Evening students.
      (c) Two (2) SEEK student Senators shall be elected at large by SEEK students.
(d) Two (2) ACE student Senators shall be elected at large by ACE students.

2. Three (3) Graduate Division student Senators who on the record date approved by the Academic Senate have a cumulative index of at least 3.0 and are not on probation, shall be elected at large by Graduate Division students.

C. Alternates may vote and be counted as part of the quorum when properly seated.

D. Faculty Senators and Alternates shall serve a term of two (2) years.

   a) Half of the faculty Senators and Alternates shall be elected each year.

E. Student Senators and Alternates shall serve a term of one (1) year.

F. 1. Ex officio nonvoting membership shall be extended to:

   a) chairpersons of Academic Senate committees the Parliamentarian of the Academic Senate, and the Ombudsman;

   b) the College President, Provost, Vice Presidents, Deans, Business Manager, and Registrar;

   c) the Presidents of the Day Session, Evening, Graduate, Ace and SEEK Student governments;

   d) the President of the Queens College Alumni Association;

   e) the chairperson of the Queens College chapter of the Professional Staff Congress;

   f) the Chief Librarian;

   g) or a designee of any of the preceding.

2. These members shall have the privilege of the floor, the right to make motions, participate in debate, and all other privileges of membership in the Academic Senate, with the exception of voting or being an officer of the Academic Senate.

SECTION III

A. Election of Senators and Alternates shall take place during the spring semester.

B. 1. All full-time faculty members of academic departments may vote in departmental elections to fill departmental Academic Senate seats.

   2. All full-time faculty within an academic division may vote to fill their faculty divisional Academic Senate seats.

   3. All full-time faculty of Queens College may vote to fill College-wide at large Academic Senate seats.

C. The certification of class standing and faculty status shall be made by the Registrar and the Provost, respectively, or their designees.

D. 1. A vote to recall a Senator may be initiated by a petition signed by persons in the Senator's constituency. The number of valid signatures on such a petition must be not less than one-fourth of the total number of ballots cast in the Senator's category in the election at which the Senator was elected.

   2. If a majority of the ballots at the recall election are cast against the Senator, his/her seat shall be declared vacant, and a special election shall be held to fill the unexpired portion of his/her term.

   3. The cost of a recall vote and special election shall be borne by those initiating the successful recall petition.
4. The Executive Committee shall be responsible for determining the validity of the petition, as well as resolving other questions relating to both elections.

E. The Academic Senate may adopt bylaws regarding the removal from office of habitually absent Senators.

SECTION IV

A. The first meeting of a new Academic Senate shall take place no later than June 1st, if possible, at which time it succeeds the preceding Academic Senate.

B. This first meeting shall be convened by the Holder of the Chair of the Elections Committee, who shall serve as Holder of the Chair pro tempore, until a permanent Holder of the Chair is elected.

C. The Academic Senate shall meet regularly on the second Thursday of each month from October through May. The January meeting of the Academic Senate shall be optional at the discretion of the Senate's Executive Committee.

D. Regular meetings of the Academic Senate shall be open to all members of the Queens College community, and all shall have the right to speak on the floor.

E. The Academic Senate may hold special meetings in accordance with its Bylaws.

F. The Academic Senate shall be free to hold executive sessions, without any nonmembers present, save such as may be invited.

SECTION V

A. The business of the Academic Senate shall be conducted according to Robert's Rules of Order Revised (latest edition) unless, a quorum being present, a 2/3 majority of members present and voting deems otherwise.

B. A quorum shall consist of one more than one-half of the voting membership.

SECTION VI

A. The Academic Senate shall elect annually from its elected voting membership its Holder of the Chair, Deputy Holder of the Chair, Secretary, and such other officers as it deems necessary. A Recording Secretary, not necessarily a member of the Academic Senate, may be appointed by the Holder of the Chair.

B. There shall be a nine-member Executive Committee of the Academic Senate which will be responsible for preparing an agenda for all meetings and for carrying on the business of the Academic Senate between regular meetings. It shall have such other duties as will be assigned to it by the members of the Academic Senate. The officers of the Academic Senate shall be members of the Executive Committee, with the remainder of the positions filled by election by the Academic Senate so that there shall be three (3) student members.

SECTION VII

Officers of the Academic Senate may serve no more than four (4) consecutive years in any one (1) office.
SECTION VIII

The Academic Senate shall create such standing, ad hoc, and special committees as it shall deem necessary.

A. Committee memberships shall be open to all members of the instructional staff and to all students who have a cumulative index of at least 2.0 and are not on probation.

B. All committee members shall be elected by the Academic Senate from among nominees provided by a nominating committee and/or by nominations from the floor.

C. Committees normally shall be composed of an equal number of members of the instructional staff and students, except when otherwise considered appropriate because of the nature of the problem to which the committee will address itself. All committees shall report to the Academic Senate at least once each year.

D. Each committee shall elect from among its membership a Holder of the Chair or Co-holders of the Chair.

E. When feasible, appointments to all Senate committees shall be for a period of two years, on a rotating basis.

F. A person may not serve as a voting member on more than two Academic Senate Committees, of which only one can be a standing committee. No student shall serve on more than one committee of the Academic Senate at one time.

SECTION IX

The Academic Senate shall create such College-wide committees as it deems necessary.

SECTION X

Academic (full) Deans shall be nominated in the following manner:

A. The Academic Senate will elect a Search Committee consisting of five full-time faculty members and five students who are members of or majors in the departments or divisions to be included within the constituency for which the Dean being sought will be responsible. Students elected to Academic Senate Search Committees as representatives from the Division of Education may be either co-majors in Elementary and Early Childhood Education or minors in Secondary Education and Youth Services, or be matriculated in a graduate program in the Division.
   1. The Academic Senate shall elect an additional faculty member and an additional student, who are members of or majors in the Division of Education, to serve on the Search Committees for the Deans of Arts, Social Sciences, and Mathematics and Natural Sciences.
   2. The Academic Senate shall elect an additional faculty member and an additional student, who are not members of or majors in the Division of Education, to serve on the Search Committee for the Dean of Education.

B. The Committee shall submit to the President a confidential list of at least three to five candidates from which the President shall nominate one to the Board of Trustees for approval. In the event the President rejects all the Search Committee’s choices, the Committee will submit another list of names to the President for his or her consideration. This procedure shall be followed until a Dean is selected.

C. The Search Committee shall follow procedures consistent with Affirmative Action guidelines and shall hear nominations from any member of the campus community for the position of Dean and shall consider for candidacy any person with distinction within his or her chosen field of study and with demonstrated administrative skill.
D. Review of Dean's qualifications:

1. At the beginning of every fifth year of a Dean's term, a Committee (the composition of which shall correspond to the composition of the Search Committee) shall be elected by the Academic Senate to review the Dean's performance through confidential consultations with departmental chairpeople, program directors, and other persons who are in a position to comment knowledgeably on the Dean's performance. The Review Committee will then make a confidential report to the President including a recommendation for or against continued appointment. Investigations of the Review Committee shall be conducted with the strictest confidentiality. The findings of the Review Committee shall be reported to the President no later than May 30, of every fifth year of the Dean's term.

2. If the President does not reappoint the Dean, the Review Committee shall constitute itself as a Search Committee, as outlined above, and nominate additional candidates to the President for consideration.

3. The term "Dean" in the above section refers to all full Deans.

E. Review of the Provost:

At the beginning of every fifth year of the Provost's term, a Committee (the composition of which shall correspond to the composition of a Dean's Search Committee) shall be elected by the Academic Senate to review the Provost's performance through confidential consultations with departmental chairpeople, program directors, and other persons who are in a position to comment knowledgeably on the Provost's performance. The Review Committee will then make a confidential report to the President including a recommendation for or against continued appointment. Investigations of the Review Committee shall be conducted with the strictest confidentiality. The findings of the Review Committee shall be reported to the President no later than May 30th of every fifth year of the Provost's term.

F. Review of the Chief Librarian:

At the beginning of every fifth year of the Chief Librarian's term, a Committee (the composition of which shall correspond to the composition of a Dean's Search Committee) shall be elected by the Academic Senate to review the Chief Librarian's performance through confidential consultations with departmental chairpeople, program directors, and other persons who are in a position to comment knowledgeably on the Chief Librarian's performance. The Review Committee will then make a confidential report to the President including a recommendation for or against continued appointment. Investigations of the Review Committee shall be conducted with the strictest confidentiality. The findings of the Review Committee shall be reported to the President no later than May 30th of every fifth year of the Chief Librarian's term.

SECTION XI

A. In addition to those faculty members authorized by the Bylaws of The City University of New York to vote in departmental elections for chair and for members of the departmental Personnel and Budget Committee, those lecturers who hold Certificates of Continuous Employment shall be entitled to vote.

B. Nominations for promotion to Professor shall be forwarded to the College Committee on Personnel and Budget by the chairperson of the department together with the recommendation of the departmental Committee on Personnel and Budget.

SECTION XII

Representatives of the Queens College faculty on Presidential Search Committees shall be elected as follows:

Faculty representatives, of a number to be designated by the Board of Trustees, shall be nominated either by the
College Personnel and Budget Committee or by advance, written nomination ballot. Election of the faculty members to the Search Committee shall be by majority vote of the faculty representatives of the Academic Senate. The students will have no vote on faculty representatives.

AMENDMENTS

Proposed amendments to the Queens College Academic Senate Charter shall take the form of a resolution, directed to the Board of Trustees, requesting such amendment be enacted. The resolution shall be by a 2/3 majority vote, a quorum being present at a meeting no less than seven (7) calendar days following the written announcement of said proposed amendment.

Adopted by the Board of Higher Education on February 28, 1972, Cal. No. 2A.

MEMORANDUM OF AGREEMENT
FOR A SUCCESSOR AGREEMENT BETWEEN
THE CITY UNIVERSITY OF NEW YORK AND
THE PROFESSIONAL STAFF CONGRESS/CUNY

1. **Term of the Agreement:**

February 1, 1996 through July 31, 2000

2. **Across the Board Salary Increases:**

- Three percent effective February 1, 1998
- Four percent effective May 1, 1999, compounded
- Two percent effective October 1, 1999, compounded

3. **Welfare Fund:**

- Effective January 1, 1999, the contribution made by the University to the PSC Welfare Fund for employees separated from service shall be increased by $225 per year for each such employee separated from service.
- Effective January 1, 2000, there shall be a one-time, cash payment in the amount of $2.5 million paid to the PSC Welfare Fund for the adjunct health insurance account.

4. **Other Provisions:**

- Effective upon ratification of the agreement, each full-time employee shall receive a one-time cash payment in the amount of $1250.
- Effective upon the successful completion of teaching courses in the Fall 1998 semester, an adjunct faculty member will be eligible for one-time cash payments as follows:
  - $125 for teaching one course
  - $250 for teaching two courses
  - $500 for teaching three courses
  - $625 for teaching more than three courses

  If the adjunct faculty member teaches again in the Spring 1999 semester, he/she will receive a one-time cash payment based upon the above formula, upon successful completion of the courses.

  Full-time staff will be eligible only for the one-time cash payment of $1250 as full-time employees and are not eligible for any adjunct service cash payment.

- Effective upon the successful completion of their assignment in the Fall 1998 semester a non-teaching adjunct faculty member will be eligible for one-time cash payments as follows:
  - $125 for completing 56.25 hours
  - $250 for completing 81.25 hours
  - $500 for completing 168.75 hours
  - $625 for completing 225 or more hours.

  If the non-teaching adjunct faculty member works again in the Spring 1999 semester, he/she will receive a one-time cash payment based upon the above formula, upon successful completion of the assignment.

  Full-time staff will be eligible only for the one-time cash payment of $1250 as full-time employees and are not
eligible for any adjunct service cash payment.

- Performance Excellence Awards: There will be a University-wide total of 119 Performance Excellence Awards in the 1998-99 academic year and a University-wide total of 120 Performance Excellence Awards in the 1999-00 academic year. Each award shall be a one-time pensionable cash payment in the amount of $5,000.

- Graduate School Tuition Remission: Effective January 1, 2000, there shall be a one-time cash payment of $1 million to the Graduate School and University Center for the purpose of providing partial tuition remission to graduate students of The City University who serve as Graduate Assistants or as adjuncts with the University.

- Additions to Gross: Monetary amounts provided in the Agreement such as those specified for Research and Fellowship Awards, for travel allowances, and for additional compensation for Distinguished Professors shall be increased by 3% effective February 1, 1998, 4% effective May 1, 1999 and 2% effective October 1, 1999.

The parties agree that the "Agreement Regarding the Non-Financial Elements of the Agreement," appended hereto, shall be incorporated in this Memorandum of Agreement.

This Memorandum of Agreement Is subject to approval by, the Board of Trustees of The City University of New York and the membership of the Professional Staff Congress/CUNY and is subject to State and City, funding guidelines and the costing analyses of The State of New York and The City of New York.

It is further agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

For The City University of New York

For the Professional Staff Congress/CUJNY

Date

Date
AGREEMENT REGARDING THE NON-FINANCIAL ELEMENTS OF THE AGREEMENT BETWEEN
THE CITY UNIVERSITY OF NEW YORK
AND THE PROFESSIONAL STAFF CONGRESS/CUNY

The City University of New York and the Professional Staff Congress/CUNY (PSC) agree that the following constitute the non-financial terms and conditions of employment for members of the bargaining unit. The specific wording of the provisions of the Agreement will be formulated in accordance with the terms and conditions listed below:

1. Except as modified herein, the terms and conditions of employment specified in 1990-96 collective bargaining agreement between the City University of New York and the Professional Staff Congress remain in effect.

2. Term of Agreement: Unless stated otherwise in a specific Article, this agreement shall become effective February 1, 1996 upon its adoption by the Board of Trustees and its ratification by the membership of the Professional Staff Congress and shall be in effect through July 31, 2000.

3. Multiple Positions (Overload Assignments): The Board of Trustees' Statement of Policy on Multiple Positions will be amended in accordance with Attachment I.

4. Counselors: Article 14, Article 15.4(a) and Article 25.4 will be amended in accordance with Attachment 11. Furthermore, it is agreed that The City University of New York may appoint/assign employees in Higher Education Officer Series titles to serve as Academic Advisors with specific duties as provided in Attachment 11 (Number 4).

5. Workload Management: Paragraph 2 of the Appendix to the 1990-96 collective bargaining agreement entitled "Pertinent Sections of the Workload Settlement Agreement" shall be amended in accordance with Attachment III.

6. Workload of Substitutes: The Appendix to the 1990-96 collective bargaining agreement entitled "Pertinent Sections of the Workload Settlement Agreement" shall be amended in accordance with Attachment IV.

7. Continuing Education: The Appendix to the 1990-1996 collective bargaining agreement entitled "Continuing Education" shall be amended in accordance with Attachment V.

8. Performance Excellence Awards: in order to recognize excellent performance among the teaching and non-teaching instructional staff, the parties shall establish a "Performance Excellence Awards" program as provided in Attachment VI.

9. Retrenchment Notification for HEOs: The Board of Trustees' Guidelines and Procedures Discontinuance of instructional Staff Personnel Mandated by Financial Exigency will be amended in accordance with Attachment VII.

10. Holiday Schedule: Article 14.7 will be amended in accordance with Attachment VIII.

11. Complaint, Grievance and Arbitration Procedure: Article 20 will be amended in accordance with Attachment IX.

12. Disciplinary Actions: Article 21 will be amended in accordance with Attachment X.

13. Fellowship Leaves: Articles 25 will be amended in accordance with Attachment XI.

14. Non-Discrimination: Article 8 will be amended in accordance with Attachment XII.
15. **Direct Deposit:** Direct deposit of paychecks shall be available to members of the instructional staff consistent with regulations of the State of New York and the City of New York. The parties will make every effort to make direct deposit available to adjunct faculty members and continuing education teachers consistent with applicable regulations.

16. **College Laboratory Technicians:** There shall be a labor management committee on each campus with two members designated by the President and two members designated by the PSC Chair to convene as needed to review complaints from instructional staff in College Laboratory Technician series titles concerning their workload and to make non-binding recommendations concerning these complaints to the President.

17. **Occupational Safety and Health:** The City University shall furnish to each of its employees who is covered by this agreement a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious harm to its employees and shall comply with occupational safety and health standards promulgated under the Occupational Safety and Health Act of 1970. An alleged violation of this provision may be grieved up to and including Step 2 of the formal procedure for handling grievances provided by Article 20.4 of the collective bargaining agreement. If the PSC deems it necessary and appropriate to file such a grievance, a written "stop-the-clock" request will be made along with the filing of the grievance in order to allow the cooperative CUNY-PSC health and safety mechanism to operate without interference from the grievance procedures.

18. **Educational Technology:** The University and the PSC will establish an ongoing PSC/management committee, composed of five members designated by the Chancellor and five members designated by the President of the PSC. The committee will designate one of its members to serve as Chair of the committee. The committee will review the literature and national trends in the developing field of educational technology at The City University, and will periodically issue reports to the Chancellor and the President of the PSC. While this Educational Technologies Committee should not be limited in the scope of its inquiry into educational technologies, it will make recommendations to the Chancellor and the President of the PSC only upon issues that directly affect the terms and conditions of employment of employees covered by the collective bargaining agreement with the PSC. This provision will sunset on July 30, 2000, unless renewed by the parties.

Upon resolution of the financial issues, including the compensation issues, the Agreement Regarding the Non-Financial Elements of the Agreement shall be incorporated in a Memorandum of Agreement between the parties. The Memorandum of Agreement incorporating this Agreement Regarding the Non-Financial Elements of the Agreement is subject to approval by the Board of Trustees of The City University and the membership of the Professional Staff Congress/CUNY and is subject to State and City funding and funding guidelines and the costing analyses of the State of New York and the City of New York.

AGREED:

For The City University of New York  

For the Professional Staff Congress/CUNY

\[\text{signature}\]  

Date  

\[\text{signature}\]  

Date
The assignment of overload teaching opportunities is governed by the Board of Trustees' Statement of Policy on Multiple Positions. The Statement of Policy on Multiple Positions will be amended to reflect the following:

- Except as noted below, faculty without any released time will be eligible for consideration for an overload assignment when such assignment is determined to be in the best interest of the college and to serve a specific academic need. Permission to take on an overload teaching assignment will only be granted up to a maximum of one course (up to four classroom contact hours) per semester and not to exceed a total of six classroom contact hours per academic year in most instances, and in no event to exceed eight contact hours per academic year.
- Non-teaching overload assignments for faculty without released time shall be limited to 150 hours per academic year at 60% of the appropriate hourly rate.
- Faculty with released time during the academic year will not normally be eligible for an overload assignment. In those instances when, for academic reasons, a President approves an overload teaching assignment for faculty with released time, such assignment cannot exceed one course, typically of three classroom contact hours, but in no event to exceed four classroom contact hours, per academic year. Faculty with released time for research are not eligible for an overload assignment.
- There will be a PSCI management committee to study workload issues, including overload assignments and released time.
- The University will continue to monitor overload assignments.
- Overload assignments shall be reported to the Board of Trustees as part of the annual report required pursuant to Section 4 of the Statement of Policy on Multiple Positions.

ATTACHMENT II
COUNSELORS

1. Article 14 will be amended by including a new section 14.3 c) as follows:

For instructional staff members who, prior to (the later of the date the agreement is ratified by the Union members or the date the agreement is approved by the Board of Trustees) were appointed or assigned full-time Agreement Regarding the Non-Financial Elements of the Agreement as Counselors or to other student personnel assignments, except those in the Higher Education Officer series, the period of annual leave shall be from the day subsequent to the June commencement of each college until the thirtieth of August followings, such commencement or an equivalent consecutive period.

Members of the instructional staff who are appointed or assigned full-time as Counselors or to other student personnel assignments on or after (the later of the date the agreement is ratified by the Union members or the date the agreement is approved by the Board of Trustees), except those in the Higher Education Officer series, shall accrue annual leave at the following rates:

<table>
<thead>
<tr>
<th>Duration</th>
<th>Annual Leave</th>
</tr>
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<tbody>
<tr>
<td>1st year of service</td>
<td>20 days</td>
</tr>
<tr>
<td>2nd through 11th year</td>
<td>20 days plus</td>
</tr>
<tr>
<td></td>
<td>one additional day for each year of service to a maximum of 30 days</td>
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</table>
2. Article 15.4 (a) shall be amended as follows:

Members of the instructional staff assigned as Counselors or to other student personnel assignments prior to (the later of the date the agreement is ratified by the Union members or the date the agreement is approved the Board of Trustees), except those in the Higher Education Officer series, shall have a work week of thirty (30) hours as assigned.

3. Article 25.4 will be amended as follows:

The title will read "Professional Reassignments [in the Library]" and a second paragraph will be added as follows:

The parties agree to establish a paid leave not to exceed four weeks during, any year commencing September 1 and ending, August 31 for the purpose of permitting members of the instructional staff who are appointed or assigned full-time as Counselors or to other student personnel assignments on or after (the later of the date the agreement is ratified by the Union members or the date the Higher agreement is approved by the Board of Trustees), except those in Education Officer series, to be reassigned for research, scholarly other recognized professional activities that enhance their contribution to City University. The reassignments shall be subject to approval by the personnel and budget committee of their department and appropriate college-wide committees. The parties accept as a goal the establishment of such reassignment leaves equal to 20% of the member of the instructional staff appointed or assigned full-time as Counselors or to other student personnel assignments on or after (the date the agreement is approved), except those in the Higher Education Officer series, or 50 such leaves, which is less.

4. On or after (the later of the date the agreement is ratified by the Union members or the date the agreement is approved by the Board of Trustees), The University may appoint/assign employees in Higher Education Officer Series titles to serve as Academic Advisors. Academic Advisors assist students with academic rules and regulations and degree requirements. Specific duties may include:

- Screen requests for exceptions to the college's rules and practices;
- Advise students regarding academic probation and related matters;
- Assist students in the development of academic skills such as time management, note taking, test taking, study habits, etc.;
- Provide assistance to specialized populations such as disabled students and veterans (e.g., accommodations for specific disabilities, special services that are available, etc.);
- Advise students in career exploration;
- Interact with the faculty, college advisory personnel and other administrative offices and academic departments;
- Assist in college's registration;
- Monitor students' progress in various credited and non-credited programs;
- Refer students to tutorial and counseling assistance;
- Coordinate tutoring activities and monitor student participation;
- Inform students regarding procedures for course selection and declaration of majors;
- Develop tutoring schedules;
- Coordinate Peer sessions, with referral to counselors as necessary;
- Train peer advisors and coordinate peer advisement;
- Participate in workshops and provide technical assistance to facilitate the transition of international students into college;
- Work closely with faculty and other student services personnel to facilitate educational planning and advisement for new and continuing students;
- Assist in the planning and developing of Freshman Year Program, which includes Freshman and other orientation programs, academic advisement models, outreach and referral strategies;
• Coordinate and conduct sessions on community and career information for students;
• Assist in planning special activities/projects to meet college, program, staff and student needs;
• Provide advisement regarding academic requirements, career opportunities, and scholarship information;
• Ensure the students are assigned to career department advisors when they
  complete certification requirements;
• Help students with their interaction with other college offices/services;
• Maintain and update student records; and
• Keep record of the numbers of the eligible and continuing credit students.

ATTACHMENT III
WORKLOAD MANAGEMENT

1. Paragraph 2 of the Appendix entitled "Pertinent Sections of the Workload Settlement Agreement" shall be amended to include the following:

In order to avoid the loss of teaching hours due to difficulties in scheduling the annual undergraduate teachings, contact hour workload shall be managed over a three-year period. The intent of this provision is to ensure that classroom contact hours not scheduled in one year because the courses assigned to the faculty member do not permit an exact correspondence with the stated workload, may be scheduled in a subsequent year within the three-year period. Calculated over the three-year period, the average annual undergraduate teaching contact hour workload of every faculty member shall equal the hours specified above.

ATTACHMENT IV
WORKLOAD OF SUBSTITUTES

The Appendix to the Agreement entitled "Pertinent Sections of the Workload Settlement Agreement shall be amended to include the following:

The annual undergraduate teaching contact hour workload of faculty in substitute titles shall be three hours greater than the annual undergraduate teaching contact hour workload stated herein for the equivalent rank.

ATTACHMENT V
CONTINUING EDUCATION

The parties agree to amend the Appendix to the 1990-96 collective bargaining agreement entitled Continuing Education" as follows:

• Paragraph I (Definition) will be amended as follows:
  "Continuing Education Programs are programs which are given under the aegis of a college typically supported by funds processed through the income fund reimbursable account."

• Paragraph 2 (Title and Salary) shall be amended as follows:
  "(a) 1) Persons teaching Continuing Education shall be employed in the title, Continuing Education Teacher for which the minimum hourly rate for new hires only shall be $25.61 for the duration of the collective bargaining agreement.

  2) Each person employed on or before January 31, 1996 as a Continuing Education Teacher shall be paid at an hourly rate which is 3% more than the employee's January 31, 1996 rate during the period from February 1, 1998 through April 30, 1999. During the period from May 1, 1999 through September 30, 1999, the hourly rate of each person employed on or before April 30, 1999 shall be increased by 4%. Effective
October 1, 1999, the hourly rate of each person employed on or before September 30, 1999 shall be increased by 2%.

- Paragraph 5 (Duplicative Proceedings) will be deleted.
- A new paragraph 5 (Health Benefits) will be added that reads as follows:

  The University and the PSC agree that the New York City Health Benefits Program will be available to qualified employees in the title Continuing Education Teacher who are appointed to a position that will continue for more than six (6) months and that requires them to teach a minimum of 20 hours per week and who meet all other week and who meet all other eligibility requirements contained in the an Description of the New York City Health Benefits Program. This benefit will be available only so long as such employees meet all the requirements specified above.

- A new paragraph 6 will be added as follows:

  Notwithstanding paragraph 1 above, the Continuing Education Teacher title may be used to offer non-credit-bearing remedial and ESL instructional programs provided that

  1) No full-time instructional staff member employed as of (the later of the date the agreement is ratified by the Union membership or the date the agreement is approved by the Board of Trustees) and having taught in non-credit-bearing remedial and ESL instructional programs shall be non-reappointed or retrenched to effect the transfer of the teachings, of such courses to Continuing, Education Teachers and

  2) Adjuncts teachings, non-credit bearing, remedial or ESL instructional programs at a College in either of the two semesters immediately prior to implementation of the decision to offer such courses by Continuing, Education Teachers will be given priority consideration for appointment as Continuing Education Teachers to teach such courses at that College.

- Nothing herein should be construed to alter existing college governance plans or University bylaws, including faculty participation in curriculum matters.

ATTACHMENT VI
PERFORMANCE EXCELLENCE AWARDS

1. The City University and the Professional Staff Congress are committed to recognizing excellent performance among the teaching and non-teaching instructional staff. These awards are dedicated to that end.

2. There will be a University-wide total of 119 performance excellence awards in the 1998-99 academic year and a University-wide total of 120 performance excellence awards in the 1999-2000 academic year. The Chancellor shall apportion the awards to the Colleges, including the Central Office, based upon a formula to be agreed upon by the parties. Each award shall be in the amount of five thousand dollars ($5,000). These awards shall not accrue to the base salary of the recipient. It is recognized that the exact number of awards in each of these two years is subject to negotiation based upon the available economic package.

3. Procedures:

3.1 For Faculty Performance Excellence Awards:

  3.1.1 Any member of the teaching instructional staff (Professors, Associate Professors, Assistant Professors, Lecturers and Instructors) in a department may be nominated for a Performance Excellence Award by any member of the College's instructional staff as defined in Section 6.1 of the Bylaws of the Board of Trustees. All nominations are to be submitted to the department's committee on appointments or the departmental committee on personnel & budget. The Chairperson shall recommend to the college
committee on faculty & budget only those applications that receive a majority affirmative vote of the department's committee on appointments or the departmental committee on personnel & budget.

3.1.2 The college committee on faculty personnel & budget shall forward to the President only those applications that receive a majority affirmative vote of the college committee on faculty personnel & budget.

3.2 Procedures for Performance Excellence Awards for Non-Teaching Instructional Staff.

3.2.1 Each college, including the Central Office, will have a College-wide Committee on Performance Excellence Awards for Non-Teaching Instructional Staff to review nominations of non-teaching instructional staff for Performance Excellence Awards. The committee shall be composed of three members chosen by the PSC and three members chosen by the President. Every member of the committee must be appointed as either a Higher Education Officer or a Higher Education Associate and have supervisory or administrative responsibilities. Any member of the non-teaching instructional staff may be nominated for a Performance Excellence Award by any member of the College's instructional staff as defined in Section 6.1 of the Bylaws of the Board of Trustees. This committee shall forward to the President only those applications that receive a majority affirmative vote of the committee.

3.3 The President shall select the award recipients from among the nominations forwarded to him by the college committee on faculty personnel & budget and the College-wide Committee on Performance Excellence Awards for Non-Teaching Instructional Staff.

3.4 The collective and separate judgment of the department's committee on appointments, the departmental committee on personnel & budget, the college committee on faculty personnel & budget, the College-wide Committee on Performance Excellence Awards for Non-Teaching Instructional Staff, and the President shall not be grievable.

3.5 The actions of the committees with respect to applications for Performance Excellence Awards shall be by secret ballot. Deliberations of the committees shall be confidential.

3.6 An instructional staff member may receive only one Performance Excellence Award for the duration of this collective bargaining agreement.

3.7 If, for any reason, the number of awards granted is less than the number of awards allocated to the College, the difference will be awarded by the College in the next academic year. Agreement Regarding the Non-Financial Elements of the Agreement

4. Criteria:

4.1 Teaching Faculty: Recommendations for Performance Excellence Awards shall be based upon superior performance in all areas and demonstrated excellence in at least one of the areas of 1) teaching or direct instructional contributions; 2) research; 3) scholarly writing; 4) Creative works in the individual's discipline; and 5) service to the University and the community.

4.2 Non-Teaching Instructional Staff. Recommendations for Performance Excellence Awards shall be based upon superior performance in all areas and demonstrated excellence in the performance of one or more responsibilities during the academic year.
ATTACHMENT VII
RETRENCHMENT NOTIFICATION FOR HEOS

Retrenchment of instructional staff in the Higher Education Officer series titles because of financial exigency is governed by the Board of Trustees' policy statement entitled Guidelines and Procedures for Discontinuance of Instructional Staff Personnel Mandated by Financial Exigency, approved on April 27, 1992. The Board of Trustees will amend its policy to provide a notice period of six months to instructional staff members in Higher Education Officer series titles who have achieved a 13.3.b appointment. All other instructional staff in Higher Education Officer series titles will have a notice period of 60 days. It is recognized by the parties that the instructional staff member may be required to use any accrued annual leave and any Trivia Leave entitlement as all or part of the notice period.

ATTACHMENT VIII
HOLIDAY SCHEDULE

The relevant part of Article 14.7 will be amended as follows:

For Instructional Staff Personnel who are engaged in non-teaching functions and who work a 35-hour week

Effective July 1, 1998, the regular holidays with pay shall be as follows:

(a) Independence Day - July 4
(b) Labor Day - First Monday in September Agreement Regarding the Non-Financial Elements of the Agreement
(c) Columbus Day - Second Monday in October
(d) Thanksgiving Holiday - Fourth Thursday in November, Friday following
(e) Christmas Holiday - December 24 and 25
(f) New Year's Holiday - December 31, January 1
(g) Martin Luther King, Jr.'s Birthday - Third Monday in January
(h) Lincoln's Birthday - February 12
(l) Presidents' Day - Third Monday in February
(j) Memorial Day - Last Monday in May

ATTACHMENT IX

Article 20 will be amended as follows:

1. Articles 20.7 (Duplicative Proceedings) will be deleted.
2. A new Article 20.7 will be inserted that will read as follows:

"The University and the PSC will establish a PSC/management committee to study ways to make the grievance procedure more efficient. The committee will make recommendations to the Chancellor and to the President of the PSC by December 31, 1999. The recommendations shall be advisory. Any Recommendations with which both the Chancellor and President of the PSC Agree may be implemented during the term of this agreement."
ATTACHMENT X

Article 21 (Disciplinary Actions) shall be amended to include a new series 21.13 as follows:

The Procedures provided by this Article 21 are modified and expedited as follows for disciplinary charges brought against instructional staff who have been convicted of a felony:

1. Disciplinary proceedings shall be initiated by the President of the College by preferment of charges, rather than service of a notice of intent to prefer charges upon the employee. Charges will be preferred via overnight mail. The recommended penalty will be discharge.
2. Within three calendar days of receipt of the President’s statement of charges, unless the penalty has been accepted by the employee, notice of appeal to disciplinary arbitration shall be filed by service upon the Vice Chancellor for Legal Affairs. A copy shall be sent simultaneously to the College President.
3. The case shall be assigned to an arbitrator to be selected in accordance with Section 21.8.a. These cases will be given priority for assignment.
4. The disciplinary arbitrator shall hold a disciplinary arbitration hearing within ten (10) calendar days of designation. The disciplinary arbitrator shall render a decision within five (5) calendar days of the close of the hearing.
5. If, for any reason, an arbitrator’s decision is not received within 60 calendar days of the date on which the President preferred charges, the employee shall thereafter be suspended without pay pending an arbitrator’s decision. In no event shall an employee convicted of a felony remain in pay status more than 60 days beyond the President’s preferment of charges.
6. Conviction of a felony shall create a presumption of conduct unbecoming a member of the staff. The employee may argue to the arbitrator that there were extenuating circumstances that would permit the arbitrator to conclude that a less severe penalty is warranted.
7. Should a court of final jurisdiction overturn the conviction, there shall be a right to a hearing before an arbitrator upon application for restoration to service. The issue in the hearing will be whether grounds for discharge pursuant to Article 21.1 existed, notwithstanding the reversal of the conviction.
8. The parties recognize that an employee may be convicted of a felony after charges have been preferred and that the disciplinary procedures in Article 21 may have commenced prior to the conviction. In such a case, the procedures outlined above will replace the Article 21 procedures at the appropriate stage to which the charges had progressed immediately prior to the conviction.

ATTACHMENT XI

Article 25.3(b)5 of the collective bargaining agreement is amended as follows:

Application may be for one of three types of fellowship leaves:
- full year leave at one-half the annual salary
- one-half year leave at one-quarter the annual salary
- one-half year leave at full pay

Fellowship leaves received by members of the instructional staff who serve in the libraries will be of the same duration as those of other instructional staff. Members of the instructional staff who serve in libraries will not accrue annual leave during the period of the fellowship leave.

Members of the unit who receive a full-year fellowship leave at one-half pay may, at their option, upon written notice to the President no later than October 30 or March 30, whichever is applicable, terminate the fellowship leave after one-half year.

Where fellowship leaves are terminated upon request under Section 25.3(b)5, such termination relieves the
University of any obligation to further claims for the second half of the leave, but does not reduce the time period or other qualifications required for consideration for any subsequent fellowship leave.

ATTACHMENT XII

Article 8.1 will be amended as follows:

Neither the University nor the Union will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in or lawful activity on behalf of the Union. Neither the University nor the Union will discriminate in respect to hire, tenure of employment or any terms or conditions of employment of any employee covered by the Agreement because of sex, race, national origin, religion, sexual orientation, political belief or membership in, or lawful activity on behalf of the Union. The University and the Union shall comply with applicable provisions of federal, state and municipal law and ordinances in respect of discrimination in employment because of age or because of disability.

The City University and the PSC recognize that sexual harassment is illegal under Federal, State, and City law. They jointly resolve that sexual harassment will not be tolerated within the University. The City University will make copies of its policy against sexual harassment available at each College, including the Central Office.
MEMORANDUM OF AGREEMENT
FOR SUCCESSOR AGREEMENTS TO THE
1990 - 1995 WHITE COLLAR AGREEMENT
AND THE 1990 - 1995 BLUE COLLAR AGREEMENT
BY AND BETWEEN THE CITY UNIVERSITY OF NEW YORK AND
THE FOLLOWING JOINTLY RECOGNIZED UNIONS

WHEREAS, The Union, comprised of the following jointly recognized respective unions, and the University have entered into negotiations for successor agreements to the White Collar and Blue Collar agreements, and have entered into an agreement in principle;

The respective unions are:

District Council 37 and its affiliated Locals 375, 384, 983, 1407, 1597, 1797, 2054, and 2627, of the American Federation of State, County and Municipal Employees, AFL-CIO,

Local 237, International Brotherhood of Teamsters, AFL-CIO,

Local 300, Service Employees International Union, AFL-CIO, and

Local 306, International Association of Theatrical and Stage Employees, AFL-CIO.

NOW, THEREFORE, It is mutually agreed by and between the parties as follows:

I. Terms of Agreement:

January 1, 1996 - June 30, 2000, except that the term shall be, for titles for which the respective union is the International Brotherhood of Teamsters (IBT), the Service Employees International Union (SEIU), or the International Association of Theatrical and Stage Employees (IATSE), from October 1, 1995, the day following the expiration of the predecessor agreement, to March 31, 2000, the last day of the 54th month of the successor agreement.

II. Across the Board Salary Increase:

DC 37 IBT, SEIU, IATSE

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<th>DC 37 Effective Date</th>
<th>IBT, SEIU, IATSE Effective Date</th>
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<td>4.0 percent (40th month)</td>
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<td>2.0 percent (45th month)</td>
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3. Welfare Fund:

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<th>IBT, SEIU, IATSE Effective Date</th>
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<td>$75 (36th month)</td>
<td>$1,200</td>
<td>12/1/98</td>
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4. **Lump Sum Payment:**

A one-time lump sum payment of $1,250 will be paid to full-time employees on payroll as of the date of full ratification by the parties and a pro-rated amount for part-time employees on payroll as of September 21, 1998. The prorated amount up to a maximum of $1,250, for part-time employees, on payroll on September 21, 1998, will be based on the percentage of full-time hours worked between July 1, 1997 through June 30, 1998.

5. **Lump Sum Annuity:**

Employees will be eligible for a lump sum annuity of $2 per day to a maximum of $522 for each day worked, between the first day of the 15th month and the last day of the 26th month, provided the employee is still in active service on the first day of the 48th month of the agreement. This annuity will be pro-rated for part-time employees.

6. **Non-Economic Agreement:**

The University and District Council 37 agree to pursue the establishment of the title of part-time Custodial Assistant.

7. **Approval and Ratification:**

This Memorandum of Agreement is subject to approval by the Board of Trustees of The City University of New York and the CUNY employed membership of the DC 37, IBT SEIU and IATSE locals listed in the heading of this Memorandum.

**THE UNIONS**

By: Stanley Hill Date
Executive Director
District Council 37

By: Christoph M. Kimmich Date
Interim Chancellor

**THE CITY UNIVERSITY OF NEW YORK**

By: Local 375, District Council 37

By: Local 237, IBT

By: Local 300, SEIU

By: Local 306, IATSE
THE UNIONS

By: Stanley Hill
Executive Director
District Council 37

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By:
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By:
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By:
Local 300, SEIU

By:
Local 306, IATSE